



Request for Proposal

RFP-5869-26-KF

On-Demand Traffic Control Services for the City of Grand Junction

Proposal Deadline

March 12, 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
970-244-1513

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Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	February 13, 2026
Inquiry deadline No questions are accepted after the end of business on this date.	February 25, 2026
Final Addendum Issued (if applicable)	February 27, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	March 12, 2026, before 1:00 p.m. Mountain Time (MT)
Evaluation of proposals Internal review by City-appointed committee	March 12- 23, 2026
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks <ul style="list-style-type: none"> • Tuesday, April 7, 2026: 8:00 a.m. – 11:00 a.m. (MT) • Wednesday, April 8, 2026: 10:00 a.m. – 2:00 p.m. (MT)
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	April 10, 2026
City Council Approval	May 6, 2026
Contract execution	May 8, 2026

Contingent upon Council approval and funding availability	
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Section 1.0. Administrative Information & Conditions for Submittal

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

Kathleen Franklin
kathleenf@gjcity.org

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

- 1.4. **Purpose:** The City of Grand Junction, Colorado, is soliciting competitive proposals from experienced and qualified contractors to establish an annual, on-call contract with one or more firms to provide citywide, on-demand temporary traffic control services on an as-needed basis. Services will support construction and maintenance activities, capital and operational projects, City-sponsored events, and emergency response operations.

All traffic control services shall be implemented in full compliance with the MUTCD, applicable CDOT standards, and all federal, state, and local laws and regulations, including the ADA. The Contractor shall ensure that pedestrian routes, sidewalk closures, detours, and temporary pedestrian routes and accessible paths of travel are maintained in full compliance with the ADA accessibility standards for the duration of the traffic control operation.

The resulting contract is intended to ensure the safe and efficient movement of motorists, pedestrians, bicyclists, and workers, while providing consistent, professionally managed, and MUTCD-compliant traffic control services across all City departments. The detailed Scope of Services and specific requirements are set forth in Section 4.0.

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 Pre-Proposal Meeting or Site Visit:** A pre-proposal meeting or site visit will not be conducted for this solicitation. Proposers are solely responsible for reviewing the Scope of Services, all solicitation documents, and any publicly available City information necessary to prepare a responsive proposal.

All questions or requests for clarification must be submitted in writing in accordance with Section 1.4, Inquiry Deadline and Contact Information. Only written addenda issued by the City shall be considered official and binding.

Proposers are strongly encouraged to carefully review all requirements to ensure their submissions are complete, accurate, and fully responsive to the City's operational needs.

- 1.6. The City:** The City will act by and through its authorized representative(s).
- 1.7. Compliance:** By submitting a proposal, the Proposer acknowledges and agrees to comply with all terms, conditions, requirements, and instructions contained in this solicitation, including any modifications issued through addenda. If a Proposer identifies any ambiguity, omission, or conflict within the solicitation documents that might affect its understanding of the requirements, the Proposer shall request clarification from the Purchasing Agent prior to the inquiry deadline. Failure to request clarification shall not relieve the Proposer of its obligation to comply fully with 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 formatting, content, and submission guidelines specified in that section.

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

Solicitation Opening: RFP-5869-26-KF

On-Demand Traffic Control Services

Date/Time: March 12, 2026, 1:00 p.m. (America/Denver)

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

<https://meet.goto.com/272307157>

Or join the meeting by phone.

Access Code: 272-307-157

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

To join from a video-conferencing room or system:

Meeting ID: 272-307-157
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Or dial directly: 272307157@67.217.95.2 or 67.217.95.2##272307157

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

[🔗 https://meet.goto.com/install](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 Contractor breaches this certification, the City reserves the right to terminate the Contract immediately without liability and may pursue all available legal remedies.
- 1.14. Ethics:** Proposers shall not offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process. Additionally, the Proposer(s) shall not enter into any business arrangement or financial relationship with any such individuals that may create a conflict of interest or undermine public trust. Any violation of this provision may result in disqualification from consideration, termination of the contract, and potential legal consequences.

1.15. Alteration or Withdrawal of the Proposal: Any modification, revision, or withdrawal of a proposal must be initiated by the Proposer and received by the City through the designated electronic submission platform prior to the proposal due date and time stated in the solicitation. After the designated deadline, no modifications, amendments, or withdrawals will be accepted. All proposals shall be considered final, complete, and binding upon the Proposer as of the submission deadline.

Submitted proposals shall remain firm, valid, and binding for **ninety (90)** calendar days following the proposal's due date and may only be withdrawn prior to the execution of a contract.

1.16. Multiple Offers: If a Proposer(s) submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The City reserves the right to make the award in the 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 Services and Work: All requests for clarification or interpretation of the Specifications or the Scope of Services and Scope of Work must be submitted in writing via email to the Purchasing Agent no later than the inquiry deadline specified in the solicitation. Verbal inquiries will not be accepted.

The City has 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, will 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. Failure by the successful Proposer to accept or fulfill the obligations set forth in the Contract may result in cancellation of the award and may disqualify the Proposer from consideration for future City 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-jection>

Proposers are responsible for monitoring this platform for issued addenda.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1.25.1.** Demonstrate the ability to meet project schedules and contractual deadlines for services of similar scope and complexity. Proposers should submit documentation of comparable projects completed within the last two years, including:
 - 1.25.1.1.** 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 Service/Work.

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

- 1.26.1.** Submission of more than one Proposal for the same Service/Work by an individual, firm, consultant, contractor, corporation, or entity, whether under the same or different name; and
- 1.26.2.** Evidence of collusion among Proposers. Any participant found to be engaged in collusion shall be disqualified from consideration for future service or work with the City until reinstated as a qualified Proposer.
- 1.27. Taxes:** The City is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.
- 1.28. Sales and Use Taxes:** The Contractor and all subcontractors must obtain 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 Contractor. By executing the Contract, the Contractor represents that it has thoroughly reviewed and familiarized itself with the conditions, requirements, and constraints under which the Services will be performed, and that it has correlated its observations, technical understanding, and 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 Contract Documents intend to include all labor, materials, equipment, services, and incidental items necessary for the proper execution and completion of the Scope of Services as defined herein.

- 2.3. Permits, Fees, and Regulatory Compliance:** The Contractor shall be solely responsible for obtaining, maintaining, and paying for all permits, licenses, approvals, and governmental fees required to perform the Services and Work under this Contract. This includes, without limitation, any permits or approvals related to traffic control operations, right-of-way use, lane closures, equipment deployment, and personnel certification.

The Contractor shall provide all required notices and shall comply with all applicable federal, state, county, and local laws, ordinances, codes, rules, regulations, and orders of any public authority having jurisdiction, including the requirements of the Manual on Uniform Traffic Control Devices (MUTCD), Colorado Department of Transportation (CDOT) standards, and all applicable City regulations.

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

If the Contractor proceeds with the Services or Work knowing that such performance is not in compliance with applicable laws, regulations, or standards, and fails to provide timely written notice to the City, the Contractor shall assume full responsibility for all resulting consequences, including corrective actions, fines, penalties, delays, or damages, and shall bear all associated costs.

- 2.4. Responsibility for those Performing the Services:** The Contractor shall be fully responsible for the acts, omissions, conduct, and performance of its/his/her employee(s), agents, subcontractors, and any other individual(s) engaged in the performance of the Services or work under the Contract. Such responsibility shall apply regardless of whether such individuals are directly employed by the Contractor or engaged through subcontracting or other arrangements.

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

Partial payments may be issued based on the Contractor'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 or Work provided by the Contractor 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 Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, rules, regulations, and orders governing the safety and protection of persons and property. The Contractor shall be solely responsible for implementing and maintaining all necessary safety measures associated with traffic control operations, including but not limited to the proper placement, maintenance, adjustment, and removal of temporary traffic control devices; deployment of certified traffic control personnel; and establishment of safe pedestrian, bicyclist, and vehicular movements in and around the work or event area.

The Contractor shall take all reasonable precautions to protect the public, City employees, emergency responders, utility infrastructure, and adjacent private or public property from damage, injury, or loss arising from the performance of the Services or Work. This includes providing appropriate advance warning, installing barricades, posting signage, implementing channelization, installing lighting, and coordinating with affected utilities, property owners, and City departments as required.

Any damage to public or private property, personal injury, or loss caused directly or indirectly by the acts, omissions, negligence, or misconduct of the Contractor, its employees, agents, or subcontractors shall be promptly corrected at the Contractor's sole expense. The Contractor shall restore any damaged property to a condition equal to or better than its pre-existing condition, in a manner acceptable to the City.

If the Contractor fails to promptly remedy such damage or injury, the City reserves the right to take corrective action and recover all costs incurred, including administrative costs, from the Contractor.

2.7. Changes in the Services or Work: The City may request changes to the Services or Work within the general scope of this Contract, including additions, deletions, adjustments, or other modifications necessary to meet operational needs. Such changes shall not invalidate the Contract but may require an equitable adjustment to the Contract Sum, Contract Time, or both, as applicable.

No change shall be deemed authorized, approved, or binding unless it is memorialized in a **written Change Order** executed by duly authorized representatives of both Parties, or through another City-approved written authorization method identified in the Contract Documents. The Contractor shall not proceed with any change to the Services or Work 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. No claim for additional compensation or extension of time shall be valid unless supported by a fully executed Change Order or other authorized written modification.

- 2.8. Minor Changes in the Services or Work:** The City may authorize minor adjustments to the Services or Work that do not alter the Contract Sum, extend the Contract Time, or materially change the intent of the Contract Documents. Such adjustments may include modifications to traffic control layouts, device placement, staffing levels, or field coordination to address site conditions or public safety needs.

Minor changes may be communicated in writing by the designated City Representative and shall be binding upon the Contractor.

- 2.9. Correction of Services or Work:** The Contractor shall perform all Services and Work in accordance with the Contract Documents and in compliance with MUTCD, CDOT, ADA, and applicable laws and standards, exercising the level of skill, care, and diligence ordinarily expected of qualified traffic control professionals.

If any Services, Work, traffic control devices, staffing, or Traffic Control Plans are found to be defective, deficient, unsafe, improperly implemented, or otherwise non-compliant, the Contractor shall immediately take corrective action at its sole expense and at no additional cost to the City.

The Contractor shall bear all costs associated with correcting non-conforming Services or Work, including additional labor, equipment, device replacement, traffic plan revisions, and any coordination required because of the deficiency. If the Contractor fails to promptly remedy the non-conformance, the City reserves the right to take corrective action and recover all related costs, including administrative and oversight costs, from the Contractor.

- 2.10. Acceptance Not Waiver:** The City's review, approval, acceptance, or payment for any Services or Work performed under this Contract shall not relieve the Contractor of its obligation to comply with the Contract Documents or to maintain required standards of safety, quality, timeliness, and regulatory compliance.

Acceptance of Services or Work, including approval of Traffic Control Plans or payment of invoices, shall not constitute a waiver of any defect, deficiency, unsafe condition, non-compliance, or failure to perform in accordance with MUTCD, CDOT, ADA, or other applicable requirements.

The City expressly reserves all rights and remedies available under this Contract and applicable law and may assert them at any time.

- 2.11. Change Order or Amendment:** No oral statement, field directive, or representation by any individual shall modify, amend, or otherwise affect the terms, conditions, or specifications of this Contract. Any change to the Contract must be made only by a written Change Order or Contract Amendment executed by the City's Contract Administrator in accordance with the City's established procurement procedures.

Written Change Orders or Contract Amendments executed in accordance with this section shall constitute the sole and exclusive method for modifying the Contract. The Contractor shall not rely upon, nor act upon, any oral or informal communication as authorization to change the Services or Work.

- 2.12. Assignment:** The Contractor shall not sell, assign, transfer, convey, or otherwise dispose of this Contract, in whole or in part, nor assign any rights or delegate any duties hereunder, without the prior written approval of the City.

- 2.13. Compliance with Laws:** The Contractor shall comply with all applicable federal, state, county, and municipal laws, statutes, codes, ordinances, rules, regulations, and ethical standards governing the performance of the Services and Work under this Contract, including all requirements related to traffic control operations, safety, and personnel certification.

The Contractor represents and warrants that it is duly authorized and fully qualified to perform the required Services and Work and that it possesses, and shall maintain throughout the term of the Contract, all necessary corporate authority, registrations, skills, certifications, experience, and professional licenses required by law. All such licenses and credentials shall remain valid and in good standing for the duration of the Contract.

- 2.14. Debarment and Suspension:** The Contractor certifies that neither it nor its principals, officers, directors, owners, or key personnel are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local government contract or program. The Contractor shall immediately notify the City in writing if it becomes subject to any such action during the term of the Contract.

- 2.15. Confidentiality:** The Contractor shall maintain the confidentiality of all non-public, confidential, or proprietary information disclosed by the City or obtained by the Contractor in connection with the performance of the Services or Work, except as required by law or authorized in writing by the City.

The Contractor shall take reasonable and appropriate measures to safeguard such information and shall ensure that its employees, agents, and subcontractors comply with this confidentiality requirement. This obligation shall survive the expiration or termination of the Contract.

- 2.16. Conflict of Interest:** No elected official, officer, employee, or agent of the City shall have any direct or indirect financial or personal interest in this Contract. The Contractor represents and warrants that no such conflict exists and agrees to comply with all applicable federal, state, and local conflict-of-interest laws, regulations, and City policies.

The Contractor shall promptly disclose in writing to the City any actual or potential conflict of interest that arises during the term of the Contract. Failure to disclose a conflict of interest may be grounds for termination of the Contract or other remedies available to the City.

- 2.17. Cancellation of Solicitation:** The City reserves the right, at any time and for any reason deemed to be in the City's best interest, to cancel this solicitation, to reject any or all proposals, or to waive minor informalities or irregularities in the proposals, in whole or in part. The City shall not be liable for any costs incurred by Proposers in preparing or submitting proposals in response to this solicitation.
- 2.18. Contract Termination:** This Contract shall remain in effect until the earliest occurrence of one or more of the following: (1) Contract expires; (2) completion of all Services and Work authorized under the Contract; (3) final acceptance of Services and Work by the City; or (4) Termination for convenience by the City with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.19. Employment Discrimination:** During the performance of any Services, the Contractor agrees to:
- 2.19.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations. The Contractor agrees to post notices in conspicuous places, visible to employees and job applicants, stating the provisions of this nondiscrimination clause.
 - 2.19.2.** All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that the Contractor is an Equal Opportunity Employer.
 - 2.19.3.** Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.
- 2.20. Immigration Compliance:** The Contractor certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Contractor shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.
- 2.21. Failure to Perform:** If the Contractor fails to perform any obligation under the Contract—including, but not limited to, timely response or mobilization, adherence to safety and quality standards, staffing or equipment requirements, or compliance with coordination, communication, or documentation requirements—the City may, after providing written notice to the Contractor (or oral notice when immediate action is required to protect public safety, which shall be documented in the contract file), procure substitute services, work, or materials from alternate sources.

The Contractor shall be liable for any additional costs, damages, or administrative expenses incurred by the City because of such nonperformance.

The City may, at its discretion, implement progressive corrective actions when appropriate. However, if the Contractor's failure materially affects service delivery, compromises public safety, disrupts City operations, or otherwise threatens the continuity or integrity of traffic control services, the City reserves the right to take immediate action, including suspension of services or termination of the Contract, without further notice.

2.22. Failure to Enforce: The City's failure to enforce any provision of this Contract at any time shall not be deemed a waiver of that provision or of any other rights or remedies available to the City under the Contract or applicable law. Such failure shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from enforcing any provision at any time thereafter.

2.23. Force Majeure: The Contractor shall not be considered in default of the Contract, nor held liable for failure to perform, to the extent such failure is caused by events beyond the Contractor's reasonable control, including but not limited to acts of God, natural disasters, fires, floods, riots, civil disturbances, legal strikes, or other unforeseeable events ("Force Majeure").

The Contractor shall provide the City with prompt written notice of any Force Majeure event that may delay or prevent performance and shall take all reasonable steps to mitigate the impacts of such event and resume performance as soon as practicable. This provision shall not excuse performance where the failure is due to the Contractor's negligence, lack of preparedness, or failure to maintain adequate staffing or equipment.

2.24. Indemnification: To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, agents, insurers, and self-insurance pool from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses of every kind and nature, including attorneys' fees and litigation costs, arising out of or resulting from bodily injury, death, or damage to real or personal property caused in whole or in part by the negligent acts, errors, omissions, or willful misconduct of the Contractor, its employees, agents, subcontractors, or suppliers in the performance of traffic control services or work under this Contract.

This obligation includes, but is not limited to, claims arising from the placement, maintenance, adjustment, or removal of traffic control devices; deployment or actions of traffic control personnel; failure to comply with applicable safety standards; or failure to properly coordinate traffic control operations.

The Contractor shall be solely responsible for satisfying any judgment, settlement, or associated costs incurred by or awarded against the City because of such claims. The obligations set forth in this section shall survive the expiration or termination of the Contract.

2.25. Independent Contractor: The Contractor is, and shall remain, an independent contractor in all respects under the Contract. Nothing herein shall be deemed to

create an employer-employee relationship, partnership, joint venture, or agency relationship between the City and the Contractor or any of its employees, agents, or subcontractors.

The City shall have no responsibility or liability for the acts, omissions, negligence, or misconduct of the Contractor, its employees, agents, or subcontractors. The Contractor shall be solely responsible for all compensation, supervision, direction, and control of its personnel and for payment of all applicable taxes, including federal and state income taxes, unemployment taxes, Social Security contributions, workers' compensation premiums, and any other required withholdings.

The Contractor and its personnel shall not be entitled to, nor shall they claim, any benefits provided by the City to its employees, including but not limited to health insurance, retirement benefits, leave benefits, or workers' compensation coverage.

- 2.26. Services, Work Product and City Ownership:** All Traffic Control Plans (TCPs), site-specific diagrams, deployment layouts, reports, logs, documentation, and other materials prepared by the Contractor specifically for the City under this Contract shall become the property of the City upon creation. The City shall have the right to use, reproduce, and retain such materials for City purposes.

The Contractor retains ownership of its pre-existing materials, standard templates, methodologies, training materials, and proprietary processes, provided that such materials are not deliverables specific to the City.

All information, data, and materials furnished by the City to the Contractor shall remain the exclusive property of the City and shall not be used, disclosed, or distributed for any purpose outside the scope of this Contract without the City's prior written consent.

- 2.27. Patents and Copyrights:** The Contractor agrees to indemnify and hold harmless the City from any claims, including but not limited to those related to patent(s), copyright(s), trademark(s), or any other form of intellectual property rights infringement. In no event shall the City be held liable to the Contractor for any damages, awards, costs of defense, or other expenses arising from allegations of intellectual property infringement. Any agreement resulting from the response to this Solicitation shall be rendered null and void in case of patent, copyright, or other intellectual property infringement. This includes but is not limited to the creation of derivative works based on the intellectual property of others.

- 2.28. 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 governed by and construed and interpreted by the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or relating to the Contract shall be brought exclusively in the District Court for the 21st 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 the Contract shall govern and control.

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

2.30. Sovereign Immunity: The City expressly reserves and asserts all rights, privileges, and defenses available under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, and 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 and Work under this Contract is expressly contingent upon the appropriation and availability of funds by the City Council through the City's duly adopted budget for the applicable fiscal year. Under Colorado law, public funds may not be obligated or expended beyond the fiscal year for which funds have been appropriated.

Accordingly, any obligations of the City under this Contract that extend beyond the current fiscal year are subject to future budget approval. The Contract includes a non-appropriation of funds provision to ensure compliance with Colorado law. If funds are not appropriated for any subsequent fiscal year, the City may terminate the Contract, in whole or in part, without penalty, liability, or further obligation

2.32. Performance of the Contract: In the event of a breach or default by the Contractor, the City reserves the right to enforce the terms of the Contract through any legal or equitable means available under the Contract or applicable law. The City may pursue all remedies deemed necessary or appropriate to protect the City's interests and to ensure compliance with the Contractor's contractual obligations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2.35.6.** “Key Personnel” refers to the designated individual(s) from the Contractor, Consultant, or Firm who are essential to the successful execution and completion of the Services. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of work outlined in the Contract. Any changes to Key Personnel may require prior approval from the City, as specified in the Contract Documents.
- 2.35.7.** “Proposer” refers to the individual or entity legally authorized by the Contractor, Firm, or Consultant to submit a proposal in response to this solicitation. This includes submitting pricing or fee proposals and making formal offers on behalf of the proposing entity.
- 2.35.8.** “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 Contractor shall procure and maintain, for the duration of the Contract, comprehensive insurance policies with insurers rated A- or better by A.M. Best, authorized to do business in Colorado, and in forms acceptable to the City. Coverage shall be sufficient to satisfy all liabilities, claims, demands, and obligations arising out of the Contractor’s performance of Services under the Contract.

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

The Contractor shall require and ensure that any subcontractors maintain insurance meeting these same requirements. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Contractor under the Contract. To ensure continuous coverage, the Consultant shall

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

(a) **Commercial General Liability**

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

The policy shall apply to all premises and operations of the Contractor and shall provide coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, independent contractors, and contractual liability. Coverage shall include broad form property damage and shall not exclude work performed within public rights-of-way. The policy shall contain a severability-of-interests (separation-of-insureds) provision.

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

The Contractor shall maintain Professional Liability (Errors and Omissions) insurance with minimum limits of:

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

Coverage shall be maintained continuously for the duration of the Contract. If the policy is written on a claims-made basis, the retroactive date shall be no later than the effective date of the Contract and shall not be advanced during the term of the Contract. The Contractor shall maintain continuous coverage or provide an extended reporting period of not less than five (5) years following completion of the Services.

(c) **Automobile Liability**

with minimum combined single limits for bodily injury and property damage of not less than:

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

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

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

At its own expense, the Contractor shall comply with all applicable State of Colorado laws and regulations concerning Workers' Compensation and other statutory insurance as required.

The Workers' Compensation policy shall include a Waiver of Subrogation in favor of the City of Grand Junction, its elected and appointed officials, employees, and volunteers. Evidence of such waiver shall be provided upon request.

The Contractor agrees to indemnify and hold harmless the City of Grand Junction from any claims or liabilities arising from the Contractor's failure to comply with these requirements.

(e) **Umbrella / Excess Liability**

The Contractor shall maintain Umbrella or Excess Liability insurance with minimum limits of:

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

Coverage shall apply on a follow-form basis over Commercial General Liability, Automobile Liability, and Employers' Liability coverage required under this Contract. The Umbrella or Excess policy shall be at least as broad as the underlying policies and shall not contain exclusions more restrictive than those contained in the underlying coverage.

3.1. Additional Insured Endorsement

The **Commercial General Liability** and **Automobile Liability** insurance policies required under the Contract shall be endorsed to name the City of Grand Junction, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Additional Insured status shall apply to both ongoing and completed operations.

All required insurance policies shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the City. Any insurance carried by the City, its officials, employees, volunteers, or provided through the City's self-insurance pool shall be excess of and shall not contribute to the insurance provided by the Contractor.

The Contractor shall be solely responsible for payment of any deductibles, self-insured retentions, or similar obligations under its insurance policies.

3.2. Certificate of Insurance

Prior to commencing any Services or Work under the Contract, the Contractor shall furnish to the City a current ACCORD Certificate of Insurance evidencing all required coverages and endorsements.

Certificates shall, at a minimum:

- Reference the solicitation title and solicitation number.
- Clearly identify each policy, including coverage type, limits, policy number, effective date, expiration date, and insurance carrier.
- Include copies of all required endorsements, including Additional Insured endorsements, as applicable.

The Contractor shall maintain the required insurance coverages in full force and effect for the duration of the Contract and shall provide updated certificates and endorsements to the City upon any renewal, replacement, cancellation, or material modification of a required policy.

Proof of insurance must be submitted to and approved by the City prior to the commencement of any work, including on-site or remote services.

Section 4.0: Scope of Work and Service Requirements

4.1. General: The City intends to establish an annual, on-call contract with one or more qualified traffic control contractors to provide citywide, on-demand temporary traffic control services. Services will support three primary categories of work:

- Construction, Maintenance, and
- Events and Special Activities
- Emergency

4.2. Background: The City routinely conducts a wide range of operations that require safe, reliable, and professionally managed temporary traffic control. These activities include street and utility maintenance, capital improvement projects, Downtown Grand Junction Development Authority events, Parks and Recreation programs, and emergency response operations. All such activities necessitate certified traffic control personnel and MUTCD-compliant equipment to protect workers, pedestrians, motorists, and event participants.

Historically, the City has relied on an annual on-call traffic control contract to support recurring work, including chip-seal and overlay programs, spring cleanup, JUCO operations, July 4th activities, and numerous Downtown events. These recurring needs, along with unplanned or urgent traffic control requirements, will continue under this updated, **category-based contract structure**, which better reflects the City's operational demands.

The City's objectives for this solicitation include:

- Ensuring safe, consistent, and professional traffic control across all City departments and activities.
- Maintaining rapid, reliable response capability, including during nights, weekends, holidays, and emergency situations; and
- Establishing a unified, flexible, and efficient on-call contract that can be utilized seamlessly by multiple City divisions and departments for both planned and unplanned traffic control needs.

4.3. Representative Events, Projects, and Activities: The City anticipates requiring on-demand traffic control services across a variety of operational categories throughout the contract term. The following categories and examples are provided **for informational and planning purposes only** and are not intended to represent a complete or guaranteed list of services, events, schedules, or quantities.

Actual service needs, locations, schedules, staffing levels, equipment requirements, and Traffic Control Plans will be defined by the City on a case-by-case basis through individual service requests, purchase orders, or approved Traffic Control Plans.

4.3.1. Category 1 — Construction, Capital Improvement, and Operational Maintenance Activities

Traffic control services may be required in support of routine and seasonal public works activities, construction, capital improvement projects, and operational maintenance work, including but not limited to:

- Asphalt overlays, street patching, street reconstruction, and capital roadway improvements.
- Chip Seal, Spring Cleanup, or other mobile or fast-moving work zones requiring frequent relocation of personnel and traffic control devices
- Neighborhood and corridor-based maintenance operations.
- Signal and traffic operations work at busy intersections, including traffic signal cabinet upgrades, signal maintenance, and related electrical or ITS improvements.
- Water and wastewater utility projects.

4.3.1.1. Spring Cleanup Operations (Mobile Deployment)

The City conducts Spring Cleanup operations in various neighborhoods within the City limits. Services typically begin at 6:00 a.m. daily on the first Monday in April and continue for approximately two (2) weeks.

Due to the mobile and fast-paced nature of Spring Cleanup operations, the Contractor shall demonstrate the ability to support rolling or mobile work zones requiring frequent adjustments and real-time coordination. The Contractor shall provide a coordinated field communication plan describing how traffic control crews will remain continuously aligned with City personnel throughout each workday.

The City shall retain operational control of route sequencing and pace of movement. The Contractor shall adjust traffic control deployment accordingly to maintain safety and operational efficiency.

At a minimum, the Proposer shall describe:

- How field staff, supervisors, and dispatch personnel will communicate internally and with the designated City Representative to ensure the timely relocation of devices and uninterrupted workflow.
- The supervisory structure and on-site oversight that are assigned to mobile operations.
- The invoicing frequency and methodology for Spring Cleanup operations, including how work performed during mobile deployments will be documented to support accurate and transparent billing.

4.3.2. Category 2 — Events and Special Activities

Traffic control services may be required for City-sponsored or City-permitted events, including but not limited to:

- Large-scale athletics or spectator events (e.g., JUCO).
- Holiday-related events and fireworks displays.
- Parks and Recreation events; and
- Downtown or community-wide festivals, parades, markets, and special events.

4.3.3. Category 3 — Emergency and Unscheduled

Traffic control services may be required on short notice or on an emergency basis in response to:

- Traffic incidents or roadway hazards.
- Utility outages or utility-related work.
- Weather-related events; or
- Other unplanned conditions affecting public safety or traffic operations

4.4. Project Overview: The Contractor(s) shall provide all labor, equipment, materials, and expertise necessary to perform on-demand traffic control. This includes:

- Certified Traffic Control Supervisors and Flaggers.
- MUTCD-compliant devices and equipment.
- Site-specific and event-specific Traffic Control Plans when required.
- Rapid mobilization for emergencies or unplanned needs.
- Coordination with City departments, including Operations & Maintenance, Engineering & Transportation, Police, Parks & Recreation, Utilities, and Downtown GJ.

Services may occur on any City street, right-of-way, or City-managed facility, and may include night, weekend, and holiday work.

4.5. Required Components: Proposers should provide detailed, complete responses to all items listed in this section. Failure to do so may result in a determination of non-responsiveness.

4.5.1. Staffing, Workforce Capacity & Certification

The Proposer shall provide a comprehensive description of its staffing resources that will support this contract, including:

4.5.1.1. Employee Count & Workforce Structure

- Total number of employees available statewide.
- Number of employees physically based in Grand Junction, or within Mesa County, who will serve the Contract.
- Breakdown of staffing by position or role.
- Identification of any seasonal, temporary, or on-call personnel used to supplement staffing during peak demand or emergencies.

- Describe how staffing levels are sufficient to support simultaneous deployments across multiple departments and events.

4.5.1.2. Training, Certification, & Qualifications

- Number of CDOT- or ATSSA-certified Traffic Control Supervisors (TCS).
- Number of certified flaggers available for deployment.
- Copies of representative certifications may be requested prior to the award.

4.5.1.3. Staff Availability & On-Call

- Description of how personnel are dispatched, mobilized, and supervised in the field

4.5.1.4. Employee Tenure / Retention Information

To evaluate workforce stability and reliability, the Proposer shall provide the following information in summary form (no individual names required):

- Average length of employment for Traffic Control Supervisors (in years).
- Average length of employment for flaggers and field personnel.
- Percentage of employees with 1 year, 2+ years, and 5+ years of service with the firm.
- A description of the firm's recruitment and retention practices, especially for maintaining experienced staff for safety-critical operations.
- Any seasonal fluctuations in staffing levels and retention challenges the City should be aware of.

This information will help the City assess the Proposer's ability to provide consistent, trained, and experienced personnel, particularly for emergency or high-risk deployments.

4.5.2. Equipment Inventory & Deployment Capacity

To evaluate the Proposer's operational readiness and ability to meet the City's service demands, including emergency response requirements and concurrent event scheduling, each Proposer shall disclose its available equipment resources. The Proposer shall identify and certify all assets physically located within Grand Junction or the surrounding region and specify the location, ownership status, and availability of such equipment for City projects and events.

4.5.2.1. Equipment Inventory Located in Grand Junction

The Proposer shall provide a detailed inventory of all traffic control devices, equipment, and vehicles stored within Grand Junction city limits or Mesa County, including, at a minimum:

- Cones, drums, vertical panels
- Barricades (Type I, II, III), pedestrian/bike barricades, fencing
- Signs and sign stands
- Arrow boards
- Portable Variable Message Signs (VMS)
- Water-filled barriers or other barrier systems
- Lighting and safety devices
- Trucks, trailers, or other vehicles used to transport devices
- Spare/back-up inventory

Inventory must include quantities, storage location(s), and storage facility address(es).

4.5.2.2. Regional or Backup Inventory

If the Proposer relies on inventory housed outside Grand Junction or Mesa County, the Proposer shall provide:

- Storage location(s)
- Quantity and types of devices
- Estimated mobilization and deployment time to Grand Junction
- Any limitations or conditions affecting availability

4.5.2.3. Equipment Condition & Maintenance

The Proposer shall:

- Describe its maintenance and inspection program for all traffic control devices and equipment.
- Confirm that all equipment is MUTCD-compliant and maintained in safe, serviceable condition.
- Describe replacement procedures for damaged, non-compliant, or obsolete devices.

4.5.3. Deployment, Response Times & Mobilization

Proposers shall describe their approach to mobilization and emergency response, including, at a minimum:

- 4.5.3.1. Hours of Operation:** The Proposer shall clearly identify its standard business hours, dispatch hours, and field operation hours. The Proposer shall specify whether services are available 24 hours per day, seven (7) days per week, or on an on-call basis outside of normal business hours. Any limitations or conditions affecting service availability shall be clearly disclosed.

4.5.3.2. Emergency Response Capability: Ability to mobilize within thirty (30) minutes for emergency incidents (minimum requirement). Response time shall be measured from the time of City notification to on-site arrival of required personnel and equipment.

4.5.3.3. Emergency Contact & Dispatch Procedures: The Proposer shall clearly describe its emergency call intake and dispatch procedures, including:

- The primary emergency contact number the City will use for emergency requests.
- Whether the number is a single, dedicated 24/7 dispatch line or routes through multiple contacts.
- Whether the City will be required to place more than one call to reach an authorized dispatcher.
- Confirmation that the emergency contact number connects directly to personnel with immediate authority to dispatch required staff and equipment.
- Identification of the on-call decision-maker (name/title not required, but position required) and whether that individual is physically located in Grand Junction.
- Description of any internal escalation process required before dispatch and the expected time impact of that escalation.
- Identification of backup and secondary emergency contacts and confirmation that they possess equivalent dispatch authority.

The City requires a single, reliable emergency contact method that does not require multiple calls or layered approvals before mobilization

4.5.3.4. Scheduled Work Mobilization: Proposers shall describe typical mobilization timelines for non-emergency and scheduled service requests. Responses shall include representative scenarios (e.g., small single-lane closure, multi-day capital project, downtown event closure, mobile maintenance operation) and identify the time required from City notification to on-site deployment. Proposers shall also describe internal coordination steps, staffing allocation, and equipment staging required to meet these timelines.

4.5.3.5. Concurrent Deployments: Process for managing multi-site or overlapping deployment requests while maintaining required response times.

4.5.3.6. After-Hours Coverage: Procedures for after-hours, weekend, and holiday response, including staffing model and supervisory oversight.

4.5.3.7. Wind Stabilization: Confirmation that all traffic control devices will be properly stabilized and secured to withstand typical and forecasted wind conditions common to the Grand Junction area. The Proposer shall describe procedures for monitoring device stability and implementing immediate corrective action if displacement occurs.

4.5.4. Traffic Control Plans

If required by the City, the Proposer shall prepare and submit Traffic Control Plans (TCPs) in support of City-performed or Contractor-performed operations. Proposers shall address the following:

4.5.4.1. TCP Development Process

The Proposer shall describe, in detail, its process for developing a TCP, including:

- How site conditions, project type, and work duration are evaluated.
- How MUTCD, CDOT, and City standards are incorporated.
- How revisions or field adjustments are handled once work is underway

4.5.4.2. Qualifications of Staff Preparing TCPs

The Proposer shall identify:

- Personnel responsible for drafting TCPs.
- Its relevant training and certifications (e.g., ATSSA, CDOT, PE involvement when required).
- Experience preparing TCPs for municipalities or CDOT projects.

4.5.4.3. Turnaround Time & Revision Requirements

Proposers shall identify defined maximum turnaround times for Traffic Control Plan (TCP) preparation and revisions. Turnaround time shall be measured from receipt of a complete City request to delivery of the draft TCP to the City.

Proposers shall clearly distinguish between:

- TCPs not requiring external agency permitting; and
- TCPs require CDOT or other third-party review or approval.

Proposers shall separately identify:

- Internal preparation time.
- Time required for external agency submittal; and
- Expected external review timelines (if applicable).

At a minimum, Proposers shall provide committed turnaround times for:

- Routine lane closure or maintenance TCP
- Capital or multi-day project TCP
- Downtown event or special event TCP
- Emergency or expedited TCP

Proposers shall also define:

- Maximum revision turnaround time (routine)
- Maximum revision turnaround time (expedited)
- After-hours and weekend TCP preparation capability

Internal review, approval, or escalation procedures that may affect delivery timelines shall be disclosed.

4.5.4.4. Sample TCPs (Representative Examples)

The Proposer shall include sample or representative diagrams, with client information redacted, demonstrating:

- Lane closures, detours, flagging operations, pedestrian accommodations, and signage layouts.
- Use of standard symbols and CDOT/MUTCD formats.

4.5.4.5. CDOT Approval Process

If TCPs require CDOT review or approval (e.g., work on or near state highways), the Proposer shall:

- Describe how CDOT submittals are prepared and transmitted.
- Identify staff experienced in CDOT coordination.
- Provide typical timelines for CDOT approval.
- Explain how field changes or CDOT-required modifications are incorporated.

4.5.4.6. TCPs for City Self-Performed Work

The City may request a prepared TCP to support City self-performed traffic control operations.

The Proposer shall:

- Provide pricing for developing TCPs used by the City's own crew.
- Describe the process for developing TCPs intended for City use.
- Identify whether these TCPs differ in format, required level of detail, or timelines.
- Provide options for fast-turnaround or emergency TCPs for City crews.

4.5.5. Communication & Coordination

The Proposer shall describe in detail its communication protocols and coordination processes to ensure safe, timely, and effective delivery of traffic control services. At a minimum, the Proposal shall address the following:

4.5.5.1. Communication Protocols

Describe how communication will occur between the Contractor's Traffic Control Supervisor, field personnel (flaggers, installers), dispatch personnel,

and the City Project Manager or City Point of Contact during active deployments. Include procedures for real-time updates, field direction, and safety notifications.

4.5.5.2. Communication Tools and Technology

Identify the tools and systems used to support communication and coordination, such as radios, headsets, mobile phones, mobile applications, dispatch or scheduling software, GPS-enabled tracking tools, or any other technology used in traffic control operations.

4.5.5.3. Escalation Procedures

Outline the escalation process for responding to service issues, delays, conflicts, or safety concerns, including the chain of command, available contacts, and expected response times at each escalation level.

4.5.5.4. Tracking of Personnel and Equipment

Explain the methods used to track deployed field staff and equipment during operations, including how the Contractor monitors arrivals, departures, and movement between sites—particularly for fast-moving or mobile operations such as chip-seal, patching, or rolling lane closures. The Proposer shall also describe how it confirms that traffic control devices remain properly placed, are relocated in coordination with City crews, and are maintained in compliance with MUTCD and City standards throughout the duration of the operation.

4.5.5.5. Process Supporting Accurate Invoicing

The Proposer shall describe its process for ensuring accurate, verifiable, and timely invoicing. The awarded Contractor will be responsible for submitting invoices directly to the requesting department or division in accordance with City procedures. The Proposer shall also outline its internal review and verification methods to confirm that each invoice is complete, accurate, and supported by documentation demonstrating that the services were properly requested and accepted by the City.

4.5.6. Fee Schedule & Cost Efficiency Proposals

The City does not restrict the Contractor’s means and methods for delivering traffic control services and will accept per-event, flat-rate, bundled, or other alternative pricing structures proposed by the Proposer, such as full-service rates for recurring events like Market on Main, provided such pricing is fully inclusive, clearly defined, and meets all requirements of this Contract. Any alternative pricing must specify the scope of services included and demonstrate that it offers clear cost efficiency or operational value to the City.

4.5.7. Additional Information

Proposers may provide the following supplemental information:

- 4.5.7.1. Evidence of past performance with Colorado municipalities and coordination experience with the local CDOT Region office, including projects requiring CDOT review, permitting, or field collaboration.
 - 4.5.7.2. Description of customer service standards, including responsiveness, issue resolution procedures, and performance monitoring.
 - 4.5.7.3. Quality assurance and quality control procedures used to ensure compliance with MUTCD, CDOT, and ADA requirements
 - 4.5.7.4. Innovative tools, technologies, or operational practices that enhance safety, efficiency, documentation, or real-time coordination.
-

4.6. Special Conditions/Provisions:

4.6.1. 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

4.6.2. Estimated Work

This solicitation includes a representative sampling of typical events, projects, and activities for which traffic control services may be required. The examples provided are illustrative only and are not intended to represent a comprehensive listing of all services that may be requested under this Contract.

Inclusion of any event, project, or activity does not guarantee that the City will request or authorize any specific volume, frequency, or type of work. All services **within the Scope of Services or Work, including those not expressly listed, shall be performed at the rates established in the Contract.** The City reserves the right, in its sole discretion, to add, modify, or remove events, projects, or service categories at any time during the Contract term based on operational needs.

4.6.3. Estimated Quantities

All quantities, frequencies, and durations of services referenced in this solicitation are estimates only and are provided for proposal evaluation purposes. Actual quantities may increase, decrease, or vary significantly based on City requirements, funding availability, scheduling, weather conditions, emergency situations, or other factors.

The City makes no representation or guarantees regarding the number of events, projects, service requests, or the total aggregate quantity of services that may be ordered under this Contract

4.6.4. Minimum Order Quantities

No minimum order quantities, minimum hours, or minimum service levels are guaranteed or implied under this Contract. The City shall issue service requests

on an as-needed basis and shall not be obligated to order any minimum volume of Services or Work.

4.6.5. Purchase Order: A City purchase order is required for any individual job, event, or project with a value of \$15,000.00 or more. Per City Procurement Policy, purchase order approval must be obtained before the Contractor commences work or services, and the purchase order number must be referenced on the Contractor's invoice. *Both the Contractor and the responsible City employee are jointly responsible for strict adherence to this requirement. The only exception to this policy is for emergency services.*

4.6.6. Fee and Price Proposal Requirements: Proposed pricing shall be **all-inclusive** and shall cover all costs necessary for the complete, timely, and safe performance of emergency traffic control services under this Contract. Proposers are directed to **Section 4.7, Contract Term and Renewal**, which specifies that all fees, rates, and unit prices shall remain firm and fixed for the duration of the initial contract term and any renewal periods exercised by the City.

All-inclusive pricing shall include, without limitation, all labor (including supervisory personnel), equipment, traffic control devices, materials, mobilization and demobilization, emergency response, engineering or planning support (if applicable), fuel, permits, licensing, insurance, overhead, administrative costs, technology usage, mileage, and any other direct or indirect costs required to deliver the Services or Work.

Proposer(s) shall submit detailed pricing using **Attachment A – Pricing Table**. All rates, unit prices, flat fees, bundled pricing, or alternative pricing structures shall be clearly identified and fully explained. Proposers may add explanatory line(s) at the bottom of each applicable pricing section. The order, format, and line items within Attachment A shall not be altered.

All rates, unit prices, and pricing structures shall be clearly identified and fully explained. Any fees or charges not expressly included in Attachment A, including any explanatory line(s), shall be deemed included in the proposed pricing and shall not be separately reimbursable.

The City shall not be responsible for, nor liable for, any costs or expenses outside of the agreed pricing structure, including but not limited to taxes, insurance premiums, interest, penalties, termination costs, attorneys' fees, liquidated damages, or other incidental or unforeseen expenses.

The City reserves the right to negotiate fees and pricing.

4.6.7. Award: The City reserves the right, at its sole discretion, to make an award by individual service category, by multiple categories, or for all categories collectively. The City may award contracts to one or more Contractors for any category and may designate a primary and secondary Contractor within each category to ensure adequate coverage and responsiveness.

If a primary Contractor in any category is unable to perform the required services, fails to meet performance expectations, or is unavailable during an emergency or

urgent request, the City may engage the designated secondary Contractor or any other qualified Contractor deemed to be in the City's best interest.

The City is not obligated to award all categories to a single Proposer, nor is the City required to award every category. Award decisions will be made in the manner determined to be most advantageous to the City.

4.6.8. Payment and Invoice: The Contractor shall ensure that all invoicing is accurate, complete, and fully supported by the documentation required under this Contract. A separate, itemized invoice shall be submitted for each individual event, project, or service request upon completion of work. Batch or lump-sum invoices covering multiple jobs will not be accepted.

To facilitate timely processing and payment, each invoice **must** include, at a minimum, the following information:

- City Purchase Order number, if applicable (refer to Section 4.6.5).
- For emergency callouts initiated by the Grand Junction Police Department: the applicable **GJPD Incident Number** must be included to ensure proper cost assignment.
- Contractor's legal name, remit-to address, and invoice number.
- Name of the requesting City employee(s) and the department or division served.
- Service date(s) and precise service location(s).
- Job, project, or event name associated with the Services or Work performed.
- Detailed description of the Services or Work provided.
- Itemized list of labor, equipment, traffic control devices, and Special Services utilized; and
- Quantity, unit of measure, unit price or rate, line-item totals, and the total amount due.

The Contractor shall be responsible for maintaining and providing, upon request, all documentation supporting invoiced charges, including deployment logs, personnel and equipment usage records, timestamps, and any approved Traffic Control Plans.

Payment approval is contingent upon inspection and acceptance of all services by the department served or designated City Representative. The City will process payment in accordance with established City payment procedures following receipt of a complete and compliant invoice.

Failure to provide the required documentation may result in delayed payment or rejection of the invoice.

4.6.9. Contract: A binding Contract shall consist of the following components, in order of precedence: (1) This RFP, including all Exhibits, Attachments, and any

Addendum(s) issued; (2) The Proposer's submitted response (Proposal); (3) Any written clarifications, or supplemental information formally requested by the City, and (4) the City Purchasing Division's acceptance of the proposal, as evidenced by a formal "Notice of Award."

- 4.6.9.1.** The Contract represents the complete and integrated agreement between the Parties. Performance shall be governed exclusively by the terms, specifications, and requirements set forth in the Contract, as well as by all applicable federal, state, and local laws and regulations. No prior agreements, representations, or understandings, whether oral or written, 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.

- 4.6.9.2.** Any change to the Contract, whether by modification or supplementation, must be accomplished by a formal Contract Amendment in writing and executed by a duly authorized representative of the Contractor and the City Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Proposer expressly and explicitly acknowledges and agrees that no verbal agreement, informal communication, or other unauthorized document shall constitute a valid amendment to the Contract.

- 4.6.10. Project Manager or City Point of Contact:** For each event, project, or service request, the City will designate a Project Manager or Point of Contact ("City Representative"). The City Representative will serve as the Contractor's primary contact and will provide direction, clarification, and decisions necessary for the successful delivery of traffic control services.

The City Representative shall:

- Make timely decisions regarding the scheduling, deployment, and execution of traffic control services.
- Review, approve, or require revisions to Traffic Control Plans (TCPs), when applicable.
- Authorize any field adjustments or modifications to traffic control layouts that are necessary to maintain safety or operational effectiveness.
- Verify that all work performed by the Contractor conforms to the approved TCP, MUTCD standards, City requirements, and the defined Scope of Services.
- Provide acceptance of completed work prior to invoice approval.

The Contractor shall always follow the direction of the designated City Representative and shall ensure that all personnel deployed under the contract clearly understand the City's supervisory authority.

- 4.6.11. Contract Administrator:** The City's designated Contract Administrator is responsible for all administrative and contractual matters associated with this

Agreement. This includes, but is not limited to, contract amendments, modifications, change orders, interpretation of contractual provisions, and resolution of contractual or procedural questions. All such inquiries shall be directed to:

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

The Contract Administrator is the City's primary point of contact for all non-technical contract administration matters. This role does **not** include oversight of day-to-day work, review or acceptance of Traffic Control Plans, or approval of services performed. Those responsibilities remain exclusively with the designated City Project Manager or City Point of Contact assigned to each event, project, or service request.

The Contractor shall ensure that administrative inquiries, requests for clarification, or questions regarding contract terms, amendments, or procedural compliance are directed only to the Contract Administrator.

- 4.7. Contract Term and Renewal:** The Contract shall become effective upon full execution by both Parties. Services shall commence immediately upon execution and shall continue in full force through **December 31, 2026**, unless earlier terminated in accordance with the Contract Documents.

The City may renew the Contract for up to three (3) additional one-year terms, subject to:

- Mutual written agreement between the City and the Contractor.
- Satisfactory performance as determined by the City; and
- Annual appropriation of funds by the Grand Junction City Council.

Each renewal term shall be governed by the same terms, conditions, specifications, and requirements set forth in the original Contract, unless modified by a fully executed written amendment.

All fees, rates, and pricing shall remain firm and fixed for the entire initial contract term and for any renewal terms exercised by the City. No adjustments, escalators, surcharges, tariffs, or other price increases shall be permitted during any portion of the contract period unless expressly authorized by a written Contract Amendment executed by both Parties.

To comply with internal financial and procurement system requirements, the City will issue a new contract number for each renewal term. The City will also ensure that each renewal is executed and signed via DocuSign or another City-approved method. Such administrative renumbering does not constitute a modification of the Contract, does not require renegotiation, and does not alter the pricing, obligations, or terms of either Party.

Attachments

The following attachment is incorporated by reference and is required for proposal submission. Proposers shall complete and submit the attachment in accordance with the instructions provided in this solicitation.

[Attachment A - Pricing Table On-Demand Traffic Control Services](#)

Tentative Calendar of Events

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	February 13, 2026
Inquiry deadline No questions are accepted after the end of business on this date.	February 25, 2026
Final Addendum Issued (if applicable)	February 27, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	March 12, 2026, before 1:00 p.m. Mountain Time (MT)
Evaluation of proposals Internal review by City-appointed committee	March 12- 23, 2026
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks <ul style="list-style-type: none"> • Tuesday, April 7, 2026: 8:00 a.m. – 11:00 a.m. (MT) • Wednesday, April 8, 2026: 10:00 a.m. – 2:00 p.m. (MT)
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	April 10, 2026
City Council Approval	May 6, 2026
Contract execution Contingent upon Council approval and funding availability	May 8, 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-jefferson>

- 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. The Proposal shall not exceed thirty (30) pages, excluding:

- **Attachment A — Pricing Table**
- **The completed Solicitation Response Form (Section 7.0).**

Pages exceeding the thirty (30) page limit will not be reviewed or considered in the evaluation.

5.3. Cover Letter

Proposers shall submit a cover letter summarizing the Proposer's interest in providing the Services, relevant qualifications, and understanding of the City's objectives and Scope of Services.

The cover letter shall include:

- A concise summary of the Proposer's experience and capacity to perform the Services
- The name, title, and contact information of the primary point of contact

- Identification of the individual(s) authorized to bind the Proposer contractually
- The signature, printed name, and title of a duly authorized representative
- The cover letter shall not exceed two (2) pages and shall count toward the overall page limit.

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

5.4. Solicitation Response Form and Required Certifications

Proposers shall complete and submit the Solicitation Response Form provided in Section 7.0 as part of the Proposer's proposal. Only the completed form shall be returned. The remainder of the solicitation document shall not be resubmitted in its entirety.

If a Proposer wishes to propose exceptions, modifications, or revisions to the City's terms and conditions, such changes shall be clearly identified immediately following the completed Solicitation Response Form and may include redlined versions of only the specific sections to which the exception applies. Submission of a fully redlined solicitation document will not be accepted.

Exceptions or proposed revisions not clearly identified in the Proposer's submission will not be considered.

5.5. Fee and Price Proposals

The Proposer shall submit pricing strictly in accordance with Section 4.6.6 and shall fully complete **Attachment A – Pricing Table**. Attachment A must be completed and returned in its original Microsoft Excel format. The structure, formulas, format, and line items within Attachment A shall not be modified, altered, or reformatted.

All rates, fees, and charges required to perform the Services shall be included in Attachment A. Any additional rates not otherwise identified in Categories 1–3 must be listed in the section titled “**Additional Rates Not Otherwise Identified.**”

Any cost not included in Attachment A shall be deemed included in the proposed pricing and shall not be separately compensated.

Pricing shall not be included elsewhere in the proposal.

5.6. Capacity, Credentials, Experience, and Qualifications

The Proposer shall demonstrate its capacity, qualifications, and experience to successfully perform the traffic control services described in Section 4.0. Responses

shall directly correspond to those requirements and shall clearly demonstrate the Proposer's ability to provide safe, reliable, and responsive traffic control services for the service category or categories for which it is submitting a proposal. The Proposer shall clearly identify in its proposal the specific service category or categories being proposed.

- **Workforce Capacity and Certification:** Staffing levels, local presence, supervisor availability, certification levels, workforce stability, and ability to support simultaneous deployments.
- **Equipment Resources and Local Inventory:** Availability, proximity, and deployment capacity of traffic control devices and vehicles necessary to meet emergency and event-related demands.
- **Mobilization and Responsiveness:** Demonstrated ability to meet the minimum 30-minute emergency mobilization requirement and provide timely service for scheduled and overlapping work.
- **Traffic Control Plan (TCP) Capability:** Experience developing and implementing TCPs, coordination with CDOT when required, and ability to provide expedited or emergency TCP preparation.
- **Communication and Operational Oversight:** Field supervision structure, escalation procedures, coordination methods, and controls to ensure accurate tracking and invoicing.
- **Relevant Experience and References:** Provide a minimum of three (3) references for traffic control projects or events completed within the past five (5) years that are similar in scope, scale, and complexity to the service category or categories for which the Proposer is submitting pricing. Municipal or public-sector references are preferred.

For each reference, include:

- Project owner and reference contact (name, title, phone number, and email address)
- Project location and description of services performed
- Identification of the applicable service category (Construction/Maintenance, Events, or Emergency)
- Staffing levels and equipment deployed
- Project duration and completion date

The City will evaluate the Proposer's demonstrated operational capacity, reliability, safety record, responsiveness, and overall ability to support Citywide traffic control needs.

5.7. Strategy and Implementation Plan

The Proposer shall provide a comprehensive operational strategy for delivering citywide, on-demand temporary traffic control services under this Contract. The plan shall demonstrate a clear understanding of the City's service categories and present a structured, responsive approach to executing the requirements outlined in Section 4.0.

The strategy shall address, at a minimum:

- **Operational Responsiveness and Agility:** The Proposer's ability to rapidly schedule, mobilize, and adjust deployments in response to changing site conditions, emergency needs, or City-directed modifications. Describe processes that enable efficient decision-making and minimize delays caused by layered internal approvals. Include procedures for monitoring and responding to adverse weather conditions, including high-wind events, to ensure that all traffic control devices remain properly secure, compliant with MUTCD requirements, and safe for motorists and pedestrians.
- **CDOT Coordination and Local Experience:** Experience working with the local CDOT office on state highways or projects requiring CDOT review. Describe the Proposer's familiarity with CDOT regional procedures, submittal requirements, approval timelines, and field coordination practices. Identify personnel experienced in CDOT permitting and explain how TCP revisions or CDOT-required modifications are handled without delaying project start dates.
- **Emergency and Rapid Mobilization:** Procedures for meeting the minimum thirty (30)-minute emergency response requirement, including after-hours, weekend, and holiday coverage.

Response time shall be measured from the time of notification by the City or authorized emergency personnel to the on-site arrival of the required personnel and equipment necessary to safely secure the location.

- **Concurrent Deployment Capacity:** Methods for supporting overlapping projects and high-volume event periods while maintaining staffing levels and equipment availability.
- **Communication and Field Oversight:** Field supervision structure, escalation procedures, and coordination with the designated City Representative to ensure timely decision-making and issue resolution.
- **Implementation and Transition Plan:** Readiness to begin service immediately upon award, including confirmation of local points of contact and equipment staging.
- **Mobile Operations (Spring Cleanup and Similar Activities):** Describe the Proposer's approach to supporting fast-moving or rolling operations, including Spring Cleanup. The Proposer shall explain how traffic control personnel will coordinate in real time with City crews to relocate arrow boards, signage, and devices throughout the workday. The response shall identify communication tools

(e.g., radios, headsets, mobile applications, GPS tracking, or similar systems), supervisory oversight, and decision-making protocols designed to prevent delays, misalignment with City operations, or unsafe conditions.

The strategy shall clearly demonstrate the Proposer's ability to provide timely, locally informed, and operationally efficient traffic control services that meet both City and CDOT requirements.

5.8. Legal Proceedings and Litigation

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

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

For each case, provide:

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

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

5.9. Additional Data (Optional)

Proposers may include brief additional information that demonstrates unique capabilities, specialized expertise, or value-added approaches not otherwise addressed in the required sections.

This section is optional. Information provided shall be directly relevant to the services described in this solicitation and shall count toward the overall page limit.

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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 submitted in response to this RFP. Proposals will be evaluated based on the Proposer's demonstrated qualifications, relevant experience, operational approach, staffing and equipment capacity, responsiveness to the requirements of this RFP, and overall value to the City.

Evaluation may be conducted by individual service category. The City reserves the right to award by category, to multiple Proposers, or to make no award, as determined to be in the best interest of the City.

The evaluation process is intended to identify the proposal or proposals that best meet the City's operational needs, safety expectations, and service objectives as set forth in this RFP.

6.2. Evaluation Summary

Proposals will be evaluated and ranked in accordance with the evaluation criteria and weightings identified in this Section. Evaluation may be conducted by individual service category (Construction/Maintenance, Events and Special Activities, and Emergency), and Proposers will be evaluated only for the category or categories for which they submit a proposal:

In conducting its evaluation, the City reserves the right to:

- Accept or reject any proposal, in whole or in part.
- Waive informalities or minor irregularities that do not materially affect the proposal.
- Consider the Proposer's past performance on similar traffic control projects, including services performed for the City of Grand Junction, other municipalities, CDOT, or comparable public agencies.
- Request clarifications, interviews, additional information, or best and final offers from one or more Proposers.
- Conduct reference checks and verify staffing, equipment, certifications, or local inventory representations; and
- Make one award, multiple awards, category-based awards, or no award, as determined to be in the best interest of the City.

Pricing will be evaluated in conjunction with operational capacity, responsiveness, staffing, equipment availability, and overall value to the City. The City's determination of best value and any resulting award decision shall be made in the City's sole discretion.

6.3. Scoring Criteria

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

- 1 represents an unsatisfactory response that fails to meet the requirements of the RFP; and
- 10 represents an exceptional response that fully meets or exceeds the requirements of the RFP

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

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

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

Evaluation Category	Weight	Description
Responsiveness to RFP Requirements	5%	Evaluation of the Proposer's overall responsiveness to this RFP, including completeness of the submission, organization, clarity, adherence to page limitations, compliance with required formats, and submission of all required forms and attachments (including Attachment A – Pricing Table). Proposals that are clear, well-structured, and fully compliant with the solicitation instructions.
Understanding of the Services and City Objectives	20%	Demonstrated understanding of the City's citywide, on-call traffic control needs. Includes awareness of rapid mobilization requirements, mobile work zones, coordination with multiple departments, and compliance standards. Proposals that clearly reflect the City's operational environment and service expectations.
Capacity, Credentials, Experience, and Qualifications	25%	Evaluation of the Proposer's demonstrated ability and organizational capacity to perform the services described in Section 4.0, including operational capacity and local

		readiness. Consideration will be given to relevant experience performing similar traffic control services of comparable size, scope, and complexity; qualifications of key personnel; availability of staffing and equipment resources; and quality of references.
Strategy and Implementation	25%	Evaluation of the Proposer's operational approach for delivering safe, timely, and compliant traffic control services. Includes mobilization and emergency response capability; TCP development and CDOT coordination; communication and field oversight; ability to support mobile or fast-moving operations (e.g., Spring Cleanup); and quality control measures ensuring MUTCD and ADA compliance and overall public safety.
Value to the City	15%	Evaluation of the overall qualitative value offered to the City, including operational agility, local presence, innovation, administrative efficiency, and the Proposer's ability to deliver reliable, responsive service aligned with the City's safety and performance objectives. Consideration may include demonstrated ability to reduce administrative burden, improve invoicing accuracy, and minimize operational disruption.

6.3.2. Score Normalization Method

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

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

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

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

Pricing will account for ten percent (10%) of the total evaluation score within each service category.

Pricing will be evaluated separately for each service category (Construction/Capital Improvement/Maintenance, Events and Special Activities, and Emergency). Only Proposers submitting pricing for a specific category will be evaluated within that category.

For each category, the total evaluated price will be derived from Attachment A – Pricing Table.

Pricing will be scored using the following formula:

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

The Proposer with the lowest evaluated price within a category will receive the maximum available pricing points for that category. All other Proposers will receive proportionally reduced scores.

To receive full consideration, pricing must be:

- Completed and submitted in the required Excel format (Attachment A).
- Fully inclusive and consistent with Section 4.6.6.
- Clear, balanced, and reflective of the services proposed.

Failure to follow the required pricing instructions or format may result in a reduction in score or rejection of the pricing proposal.

6.4. Shortlisting Proposers

The City will use the following process to identify Proposers for further consideration. The City reserves the right to modify this process if deemed in its best interest:

- **Compliance Review:** Proposals will be reviewed to ensure compliance with this solicitation's mandatory requirements. The Purchasing Agent may, at the City's discretion, request clarification from Proposers.
 - **Evaluation and Scoring:** Evaluation committee members will independently review and score proposals based on the criteria set forth in the solicitation. Scores will be compiled into an Evaluation Matrix used to rank and prioritize proposals.
-

6.5. Reference Checks

The City reserves the right to conduct reference checks for one or more top-ranked Proposers to verify qualifications, past performance, and reliability. Reference checks may include, but are not limited to, evaluation of the Proposer's performance on comparable projects, adherence to schedules and budgets, responsiveness, professionalism, and quality of work.

The City may contact references provided by the Proposer and/or other sources with knowledge of the Proposer's performance. The City may also request additional information, including representative deliverables, or, if applicable, conduct site visits to verify the information submitted in the Proposal.

6.6. Interviews

At its discretion, the City may invite Proposers whose evaluation scores rank in the top tier to interviews (virtual or in-person) to further assess qualifications, the proposed approach, and the ability to perform the Scope of Services. The City reserves the right to adjust the number of Proposers invited based on the quality of proposals received and the number of competitive responses.

Shortlisted Proposers will be notified if interviews are required. Interview dates will be scheduled in accordance with the Tentative Calendar of Events. Proposers will receive advance notice regarding:

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

6.7. Negotiations

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

Negotiations may include, but are not limited to, the Scope of Services, project approach, staffing, schedule, and the negotiation of a **fair and reasonable fee**.

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

- Development of a detailed fee proposal
- Refinements to the technical approach, scope, or staffing
- Other modifications reasonably requested by the City to achieve alignment with Project objectives and requirements

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

6.8. Award

The City reserves the right to:

- Award a Contract to the Proposer deemed to be the most advantageous to the City, in accordance with the evaluation criteria set forth in this solicitation.
- Reject any or all Proposals and waive informalities or irregularities in the Proposals received.
- Consider a Proposer's history of performance with the City or other public agencies when determining responsibility and final award suitability.

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

6.9. Contract Execution

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

6.10. Notice of Intent to Award & Protest Procedures

- A Notice of Intent to Award may be issued before final contract execution.
- Any formal protest must be submitted in writing within a specified timeframe following the Notice of Intent to Award, following the City's [Procurement Policy](#).

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Section 7.0. Solicitation Response Form

RFP-5869-26-KF “On-Demand Traffic Control Services for the City of Grand Junction”

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

Attachment A – Pricing Table for On-Demand Traffic Control Services Spreadsheet

The Proposer certifies that Attachment A is submitted in its original Microsoft Excel format without alteration to structure, formulas, columns, or worksheet design. Additional rows, if needed, have been inserted only within the blank rows provided in each section:

Yes No

The City reserves the right to accept, reject, or award any portion of the services or categories identified in this solicitation, including the option to make multiple awards by service category.

By signing below, the undersigned acknowledges that it has thoroughly examined the entire Solicitation, including all Addenda, and hereby submits a complete proposal. The attached **Pricing Table Spreadsheet (Attachment A)** presents all required rates, including labor classifications, equipment, devices, mobilization, Traffic Control Plans, and category-based service pricing.

The Proposer affirms that all rates submitted are **all-inclusive** and represent the full cost of providing the described services in accordance with the Specifications and Scope of Services.

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

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

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

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

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

- The prices in the Proposal have not been knowingly disclosed to any other Proposer and will not be disclosed before the award.
- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Proposal in a manner that restricts competition.
- The individual signing the Proposal is a duly authorized agent of the Proposer and has the legal authority to bind the Proposer to all representations, supporting documentation, and fees/prices provided in the Proposal.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. The City's tax-exempt identification number is **98-903544**. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices
- The City of Grand Junction's payment terms are Net 30 calendar days from receipt of a complete and approved invoice.
- A prompt payment discount of _____ percent (%) of the net invoice amount will be offered to the City if the invoice is paid within _____ calendar days following receipt of a complete and compliant invoice. The City may consider such a discount in determining the award, provided the discount period is at least ten (10) calendar days (Net 10).

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 must be submitted prior to contract execution if the Proposer is selected for award and is not currently registered as a supplier with the City.

Proposer Information and Authorization

Entity Name: _____

Authorized Agent Name & Title: _____

Authorized Agent Signature: _____

Telephone Number: _____

Email Address of Agent: _____

Business Address: _____

City, State, ZIP Code: _____

Date: _____

The remainder of this page has been intentionally left blank.

Subcontractor Disclosure

The undersigned Proposer intends to subcontract the following portion(s) of the Services or 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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