



Request for Proposal

RFP-5939-26-KF

Coating Inspection Services – Water Treatment Plant South Tank

Proposal Deadline

July 7, 2026, before 1:00 p.m. (Mountain Daylight 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 – Rocky Mountain E-Purchasing System (RMEPS)	June 4, 2026
Inquiry Deadline All questions regarding this Solicitation must be submitted no later than 5:00 p.m. MDT.	June 16, 2026
Final Addendum Issued (if applicable)	June 18, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only, prior to 1:00 p.m. MDT.	July 7, 2026
Evaluation of Proposals Internal review by City-appointed Evaluation Committee	July 7-14, 2026
Interviews By invitation only; may be conducted virtually or in person. Tentative interview schedule and time blocks: <ul style="list-style-type: none"> • July 27, 2026 (8:30 a.m. – 12:00 p.m. MDT) • July 31, 2026 (10:30 a.m. – 4:00 p.m. MDT) 	July 27 and July 31, 2026
Notice of Intent to Award (Tentative) Subject to completion of evaluation, interviews, demonstrations, and any required negotiations.	August 4, 2026

Contract Execution

August 7, 2026

Contingent upon all required approvals and funding availability.

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Section 1.0. Administrative Information & Conditions for Submittal

- 1.1. Americans with Disabilities Act (ADA) Compliance Mandate:** All documents, forms, attachments, electronic content, and other materials submitted in response to this Solicitation, as well as all deliverables, reports, presentations, websites, applications, electronic documents, and other materials created, developed, or provided under any resulting Contract, shall comply with the requirements of Colorado House Bill 21-1110 (HB21-1110), including §§ 24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability adopted by the Colorado Office of Information Technology pursuant to § 24-85-103(2.5), C.R.S.

All documents and electronic content shall conform to the State of Colorado's accessibility standards, including compliance with Level AA of the current version of the Web Content Accessibility Guidelines (WCAG), as adopted by the State.

- 1.2. Required Review:** The Proposer is responsible for thoroughly reviewing all Solicitation Documents and obtaining a complete understanding of the Scope of Services, requirements, conditions, instructions, and all applicable laws, regulations, policies, and procurement requirements associated with this Solicitation.
- 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 as may be provided during any pre-proposal meeting or site visit conducted by the City, all inquiries, concerns, clarifications, or communications regarding this solicitation—including those related to the process, specifications, or Scope of Services—shall be submitted in writing to the Purchasing Agent.

Communication with any other City employee or representative regarding this solicitation may result in the disqualification of the Proposer's submission.

1.4. Purpose

The City of Grand Junction, Colorado, is soliciting competitive proposals from qualified firms to provide independent coating inspection, quality assurance, testing, documentation, and related professional services for the Water Treatment Plant South Tank Recoating Project.

The City seeks a qualified Consultant to provide objective Association for Materials Protection and Performance (AMPP) certified coating inspection services that verify compliance with the project specifications, applicable industry standards, coating manufacturer requirements, and accepted quality assurance practices throughout the duration of the recoating project.

A detailed description of the required Services, deliverables, and performance expectations is provided in Section 4.0. All Services shall be performed in accordance with the terms, conditions, and requirements set forth in this Solicitation and incorporated into any resulting Contract.

- 1.5. Non-Mandatory Pre-Proposal Meeting or Site Visit:** No pre-proposal meeting or site visit will be conducted for the Solicitation.

Proposers shall rely upon the information provided in the Solicitation and its attachments and shall submit any questions, requests for clarification, or requests for interpretation in writing to the Purchasing Agent in accordance with Section 1.19. Only written addenda issued by the City shall be considered official and binding.

- 1.6. The City:** The City will act by and through its authorized representative(s).
- 1.7. Compliance:** By submitting a proposal, the Proposer 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. Proposal Submission and Solicitation Opening

Proposers shall prepare and submit proposals in accordance with the requirements set forth in **Section 5.0, Preparation and Submittal of Proposals**. All proposals shall conform to the formatting, content, and submission requirements specified therein.

Interested parties may attend the public proposal opening using the information provided below:

Solicitation Opening: RFP-5939-26-KF, Coating Inspection Services – Water Treatment Plant South Tank

Date: July 7, 2026

Time: 1:00 p.m. Mountain Daylight Time (MDT)

Join Online:

Meeting Link: <https://meet.goto.com/289525677>

Join by Phone:

Access Code: 289-525-677

United States: [+1 \(872\) 240-3212](tel:+18722403212)

Video Conference Room or System Access:

Meeting ID: 289-525-677

Dial-In Number: 67.217.95.2 or inroomlink.goto.com

Direct Dial Information: 289525677@67.217.95.2 or 67.217.95.2##289525677

Download the Application:

<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 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 the award of a Contract. If the Proposer breaches this certification, the City reserves the right to reject the Proposal, terminate any resulting Contract, and 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 establish any business arrangement or financial relationship with any such individuals that may create a conflict of interest, impair impartiality, or undermine public trust. Any violation of this provision may result in disqualification from consideration, contract termination, 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 submission deadline, no modifications, revisions, or withdrawals will be accepted. 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 due date and may not be withdrawn during that period without the City's written consent.

- 1.16. Multiple Offers:** If a Proposer submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The City reserves the right to make the award in the City's best interest.
- 1.17. Exclusions:** The City shall not consider any proposal submitted orally, by telephone, email, or facsimile. Only proposals submitted under the requirements outlined in this Solicitation shall be accepted for evaluation.
- 1.18. Contract Documents:** The Contract Documents include this solicitation, the Proposer's submitted proposal and supporting documents, and any negotiations that are formally accepted by the City and memorialized in a written agreement. These documents collectively constitute a binding and enforceable Agreement ("Contract") between the City and the Proposer upon acceptance. The Contract represents the entire and integrated agreement between the City and the Proposer ("Parties") and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Contract must be made through a duly executed Change Order or Contract amendment.
- 1.19. Questions Regarding Specifications or Scope of Work:** All requests for clarification or interpretation of the Specifications or Scope of Services must be submitted in writing via email to the Purchasing Agent no later than the inquiry deadline specified in the Solicitation. The City is under no obligation to respond to inquiries received after the deadline. Any responses provided after the deadline shall be at the sole discretion of the City and, if issued, may be distributed by written addendum.

The City expects Proposers to conduct a thorough review of the Solicitation and associated materials prior to submitting questions. The City reserves the right to decline to respond to questions that are repetitive, non-substantive, clearly addressed in the Solicitation, or generated through automated or artificial intelligence tools without meaningful proposer review and validation of the Solicitation materials.

- 1.20. Proposal Preparation Expenses:** All costs incurred by the Proposer in preparing, submitting, and presenting a proposal in response to this solicitation shall be the Proposer's sole responsibility and shall not be reimbursed by the City.
- 1.21. Acceptance of Proposal Content:** The Proposal selected by the City, if any, shall be incorporated into and become part of the final Contract Documents. The successful Proposer's failure to accept or fulfill the obligations outlined in the Contract may result in the cancellation of the award, and such Proposer may be disqualified from future solicitations.

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

1.22. 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 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-jefferson>. The Proposer(s) are responsible for monitoring this platform for issued addenda.

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

1.23. 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:

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

1.23.2. 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.

1.24. Open Records and Confidential Material: All materials submitted in response to the 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.

Proposers seeking to designate specific information as confidential or proprietary must:

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

1.24.2. Upload confidential information as a separate document.

1.24.3. Provide a written explanation justifying the claim of confidentiality, including how disclosure would cause substantial harm to the Proposer's competitive position, consistent with CORA.

The City shall review all requests for confidentiality treatment. The final determination regarding whether materials qualify for confidential treatment rests solely with the City.

If a request for confidential treatment is denied, the Proposer may 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; or
- An entire 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 identified, designated, and submitted in accordance with this section.

1.25. 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 1.24.

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

1.26. 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:

1.26.1. 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:

1.26.1.1. A comparison of original schedules to actual completion dates

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

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

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

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

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

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

Proposers may be required to submit satisfactory evidence demonstrating the Proposer’s responsibility, practical knowledge of the Project, and possession of the necessary financial and other resources to complete the proposed Services.

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

1.27.1. 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

1.27.2. 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.

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

1.29. Sales and Use Taxes: The Proposer and any subcontractors must obtain sales and use tax exemption certificates from the Colorado Department of Revenue, as applicable. Proposals shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.

1.30. Federal Taxpayer Identification Certificate: Prior to execution of the Contract, the Consultant shall complete any supplier registration requirements established by the City, including submission of a completed Internal Revenue Service (IRS) Form W-9, if required. The City reserves the right to request updated tax identification information from the Consultant or other suppliers, consultants, contractors, firms, or business entities, as necessary.

1.31. Cancellation of Solicitation: The City reserves the right to cancel this solicitation at any time or to reject any or all proposals, in whole or in part, when deemed to be in the best interest of the City.

1.32. Public Opening (Proposal Receipt Acknowledgement): The City will conduct a virtual proposal receipt acknowledgement immediately following the proposal submission deadline. Proposers, authorized representatives, and other interested parties may attend.

To ensure transparency and procedural integrity, all proposals received through BidNet® by the submission deadline will be formally acknowledged during the

session. In accordance with the nature of a Request for Proposals, only the names of the entities submitting proposals will be announced. No proposal content, scoring information, or pricing details will be disclosed at this stage of the process.

Section 2.0. General Contract Terms and Conditions

- 2.1. Acceptance of Terms:** Submission of a proposal in response to this solicitation constitutes a binding offer by the Proposer, which shall be acknowledged in the Letter of Interest or Cover Letter. The individual signing the Letter must be legally authorized to bind the Proposer to contractual obligations. By submitting a proposal, the Proposer agrees to all requirements outlined in this solicitation, including compensation terms and compliance with all contractual, legal, and ethical obligations set forth herein.

If the Proposer's submission deviates in any way from the City's stated requirements, such variations must be clearly and thoroughly identified in the proposal. Failure to do so may be deemed a waiver of the right to request modifications to the terms of performance, except as explicitly specified within this solicitation.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be executed by duly authorized representatives of both the City and the Consultant. By executing the Contract, the Consultant represents that it has carefully examined the Contract Documents and is fully informed of the conditions, requirements, and constraints under which the Services are to be performed. The Consultant further represents that it has correlated its knowledge, experience, and professional judgment with the requirements of the Contract and has not relied upon any omissions or ambiguities in the Contract Documents.

The Contract Documents are intended to be complementary and shall be construed accordingly. Services described in any portion of the Contract Documents shall be considered as if required by all. The intent of the Contract is to include all labor, personnel, supervision, equipment, materials, tools, technology, documentation, reporting, deliverables, and Services necessary to fully perform and complete the Services in accordance with the Contract Documents, including all ancillary items necessary for the successful performance and completion of the Services.

- 2.3. Permits, Fees, and Regulatory Compliance:** The Consultant shall comply with all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, and lawful orders of any public authority having jurisdiction, including those of the City, in the performance of the Services. Unless expressly stated otherwise in the Contract Documents, the Consultant shall be responsible for obtaining and maintaining all licenses, permits, certifications, approvals, and authorizations required to perform the Services.

The Consultant shall promptly notify the City in writing upon discovery of any inconsistency or conflict between the Contract Documents and applicable legal or regulatory requirements. Upon receipt of such notice, the City shall review the matter and determine the appropriate course of action consistent with applicable law and the Contract Documents.

2.4. Responsibility for those Performing the Services or Work: The Consultant is fully responsible for the actions and omissions of its employees, subcontractors, and agents performing any Services under the Contract.

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

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

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

2.6. Protection of Persons and Property: The Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and lawful orders governing the safety and protection of persons and property. The Consultant shall implement and maintain all precautions necessary to safeguard the public, workers, City personnel, City property, and private property in connection with the performance of the Services.

If any damage, injury, or loss to public or private property arises from any act, omission, negligence, misconduct, or failure to perform by the Consultant, its employees, subcontractors, or agents, the Consultant shall, at its sole expense, restore the affected property to a condition equal to or better than its pre-existing condition, in a manner acceptable to the City. If the Consultant fails to promptly remedy such damage, injury, or loss, the City may take corrective action and recover all associated costs from the Consultant.

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

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

Adjustments to the Contract Price or Contract Time shall be made only in accordance with the Contract Documents. No claim for additional compensation or extension of time shall be valid without an approved and executed Change Order.

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

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

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

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

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

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

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

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

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

2.14. Debarment or Suspension: The Consultant certifies that it is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local government contracting program.

- 2.15. Confidentiality:** The Consultant shall maintain the confidentiality of all non-public information, data, records, reports, drawings, utility infrastructure information, and other materials disclosed by the City or obtained in connection with the performance of the Services, except as required by law. The Consultant shall safeguard such information and shall ensure that its employees, subcontractors, and agents comply with this obligation. This obligation shall not apply to information that is publicly available through no fault of the Consultant or that must be disclosed pursuant to applicable law, court order, or lawful governmental request.
- 2.16. Conflict of Interest:** No public official or employee of the City shall have any financial or personal interest, direct or indirect, in the Contract resulting from this solicitation. Any potential conflicts must be disclosed and addressed in accordance with applicable laws and the City's policies.
- 2.17. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services; or (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.18. Employment Discrimination:** During the performance of any Services, the Consultant agrees to:
- 2.18.1.** The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a bona fide occupational qualification permitted by applicable law. The Consultant agrees to post notices in conspicuous places, visible to employees and job applicants, that state the provisions of this nondiscrimination clause.
 - 2.18.2.** All solicitations or advertisements for employees placed by or on behalf of the Consultant shall state that the Consultant is an Equal Opportunity Employer.
 - 2.18.3.** Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.
- 2.19. Immigration Compliance:** The Consultant certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Consultant shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.
- 2.20. Failure to Perform:** If the Consultant fails to perform the Services in accordance with the Contract, including failure to meet required schedules, quality standards, coordination obligations, reporting requirements, or other Contract requirements, the City may, after providing written notice to the Consultant, obtain the required services from another source. The Consultant shall be responsible for all additional costs incurred by the City as a direct result of such failure.

The City may implement corrective actions to address nonperformance. If the Consultant's failure materially affects the Project, compromises regulatory compliance, creates a risk to public health or safety, or impairs the continuity or integrity of the Services, the City may take immediate action, including suspension or termination of the Contract, in accordance with the Contract Documents.

- 2.21. Failure to Enforce:** The City's failure to enforce any provision of the Contract at any time shall not constitute a waiver of that provision or any other rights under the Contract. Such failure shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from enforcing any provision at a later time.
- 2.22. Force Majeure:** The Consultant shall not be held liable for failure to perform its contractual obligations due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, governmental actions, or other events beyond the reasonable control of the Consultant. This exemption shall not apply if the Contract specifies otherwise. The Consultant must provide the City with prompt written notice of any event that prevents performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.
- 2.23. Indemnification:** The Consultant shall defend, indemnify, and hold harmless the City, along with its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, or expenses of any kind, including attorney's fees, arising out of or related to any injuries, damages, or losses to persons or property caused by the negligent act, error, omission, or fault of the Consultant, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

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

- 2.24. Independent Consultant:** The Consultant is and shall remain an independent consultant in all respects under the Contract. Neither the Consultant nor its employees, agents, or subcontractors shall be considered employees, representatives, or agents of the City for any purpose.

The City assumes no liability for any negligence, misconduct, or other wrongful acts committed by the Consultant, its employees, agents, or subcontractors. The Consultant is solely responsible for all applicable taxes, including federal and state income taxes, unemployment taxes, Social Security contributions, and any other required withholdings.

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

- 2.25. Work Product and City Ownership:** All inspection reports, summary reports, photographs, test results, environmental monitoring records, coating thickness measurements, non-conformance documentation, certifications, data, and other materials or deliverables created, developed, or prepared by the Consultant in connection with the Contract shall become the sole and exclusive property of the City

upon creation, whether delivered or not. The Consultant shall retain no ownership or proprietary interest in such materials.

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

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

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

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

- 2.27. Governing Law and Venue:** This Solicitation, and any Contract resulting from this Solicitation, shall be governed by and construed in accordance with the laws of the State of Colorado and the Charter, ordinances, regulations, and policies of the City of Grand Junction, Colorado, as applicable. Venue for any action arising from or relating to this Solicitation or any resulting Contract shall be in the District Court of the 21st Judicial District, Mesa County, Colorado.

- 2.28. Order of Precedence:** In the event of a conflict between the Contract and any incorporated or referenced documents, the provisions of the Contract shall govern and control. In the event of a conflict between City-issued documents and the Consultant's proposal or other submitted materials, the City-issued documents shall govern.

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

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

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

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

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

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

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

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

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

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

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

2.34. Definitions: Unless otherwise defined in the Solicitation or Contract Documents, the following definitions shall apply throughout this Solicitation and any resulting Contract. Additional terms may be defined within specific sections as necessary to clarify intent and promote consistent interpretation of the Solicitation and Contract Documents.

2.34.1. Agency, Consultant, Contractor, or Firm: "Agency," "Consultant," "Contractor," or "Firm" refers to the individual, organization, business entity, governmental entity, or other legal entity identified in the proposal and any resulting Contract that is responsible for performing the Services. The term includes the entity's authorized representatives, employees, subcontractors, agents, and other persons acting on its behalf in connection with the Contract.

2.34.2. City: "City" means the City of Grand Junction, Colorado, including its departments, officials, employees, agents, and authorized representatives acting within the scope of their authority.

2.34.3. Contract Price: "Contract Price" refers to the total compensation payable by the City to the Agency, Consultant, Contractor, or Firm for the full and satisfactory performance of the Services, Work, or obligations required under the Contract. The Contract Price includes all labor, materials, equipment, supplies, services, overhead, profit, and other costs necessary to perform the Contract, unless expressly stated otherwise in the Contract Documents.

The Contract Price may be structured as a fixed lump sum, unit price, guaranteed maximum price (GMP), not-to-exceed (NTE) amount, time-and-materials, or other compensation method as specified in the Contract Documents. Any modification to the Contract Price shall be made in accordance with the Contract and shall be authorized through a duly executed Contract Amendment, Change Order, or other authorized Contract modification.

2.34.4. Contract Time: "Contract Time" refers to the period during which the Agency, Consultant, Contractor, or Firm is obligated to perform the Services, Work, or other obligations required under the Contract, commencing on the effective date identified in the Contract Documents or other written authorization issued by the City and continuing through final completion, expiration, or termination of the Contract.

The Contract Time may be extended, reduced, suspended, or otherwise modified only in accordance with the Contract Documents and through a duly authorized written amendment, Change Order, or other authorized Contract modification.

2.34.5. Deliverable: A "Deliverable" refers to any tangible or intangible work product, report, study, document, presentation, dataset, electronic file, software, website, application, or other output the Consultant is required to create, develop, prepare, or provide as part of the Services.

All Deliverables shall comply with applicable accessibility laws, regulations, and standards, including, but not limited to:

- The Americans with Disabilities Act (ADA)
- HB21-1110, including §§ 24-85-101, C.R.S., et seq.
- The Accessibility Standards for Individuals with a Disability adopted by the Colorado Office of Information Technology pursuant to § 24-85-103(2.5), C.R.S.
- The State of Colorado's technology accessibility standards, including compliance with Level AA of the current version of the WCAG, as adopted by the State

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

- 2.34.6. Key Personnel:** "Key Personnel" refers to the individual(s) identified by the Agency, Consultant, Contractor, or Firm as essential to the successful performance of the Services, Work, or other obligations required under the Contract. Key Personnel possess specialized qualifications, experience, knowledge, or skills necessary to perform critical aspects of the Contract. Any reassignment, removal, or replacement of Key Personnel shall be subject to the requirements of the Contract Documents.
- 2.34.7. Proposer:** "Proposer" refers to the Agency, Consultant, Contractor, Firm, individual, organization, business entity, governmental entity, or other legal entity submitting a proposal in response to a solicitation issued by the City.
- 2.34.8. Project or Work:** "Project" or "Work" refers to the endeavor, program, initiative, acquisition, construction, service, or other undertaking described in the Solicitation and Contract Documents for which the City is seeking goods, services, deliverables, or other performance.
- 2.34.9. Services:** "Services" refers to all labor, professional expertise, supervision, administration, materials, equipment, supplies, software, deliverables, and other resources necessary to perform the Work and satisfy the requirements of the Contract Documents.
- 2.34.10. Subcontractor:** "Subcontractor" refers to any individual, organization, business entity, governmental entity, or other legal entity that has a direct contractual relationship with the Agency, Consultant, Contractor, or Firm to perform a portion of the Services, Work, or other obligations required under the Contract. The term includes the Subcontractor's authorized representatives, employees, agents, and lower-tier subcontractors.

Section 3.0: Insurance Requirements

At its own expense, the successful Consultant shall procure and maintain, for the duration of the Contract, comprehensive insurance policies with insurers rated A- or better by A.M. Best, authorized to do business in Colorado, and in forms acceptable to the City. Coverage shall be sufficient to satisfy all liabilities, claims, demands, and obligations arising out of the Consultant's performance of Services under the Contract.

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

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

claims-made insurance policies. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

(a) **Commercial General Liability**

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

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

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

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

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

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

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

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

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

Workers' Compensation: Statutory coverage as required by the laws of the State of Colorado.

Employers' Liability: Minimum limits of:

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

ONE MILLION DOLLARS (\$1,000,000) each employee for disease; and

ONE MILLION DOLLARS (\$1,000,000) policy limit for disease.

The policy shall include a waiver of subrogation endorsement in favor of the City.

3.1. Additional Insured Endorsement

The **Commercial General Liability** and **Automobile Liability** policies shall name the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided by any insurance pool of the City, shall be excess and not contributory insurance to that

provided by the Consultant. The Consultant shall be solely responsible for any deductible losses under any policy required above.

3.2. ACCORD Certificate of Insurance

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

- Reference the Solicitation title and number.
- Clearly identify all policy limits, effective dates, carrier information, and
- Include copies of all required endorsements.

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

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

Section 4.0: Specifications and Scope of Services

- 4.1. Background:** The City of Grand Junction seeks proposals from qualified firms to provide independent AMPP certified coating inspection and quality assurance services for the Water Treatment Plant South Tank Recoating Project. The project includes the preparation and recoating of the interior surfaces of a 4-million-gallon potable water storage tank located at the Water Treatment Plant, 244 26 ¼ Road, Grand Junction, Colorado. The project also includes additional maintenance work, including replacement of the outlet nozzle and the installation of a tank chime sealant joint repair. The coating contractor is anticipated to perform work beginning September 8, 2026, with a contract duration of approximately ninety-four (94) calendar days.

The tank measures approximately 170 feet in diameter, has perimeter walls 24 feet high, and an interior surface area of 58,214 square feet. The tank rests on a concrete ring wall around its perimeter. The interior has additional features such as support columns, girders, rafters, an overflow pipe, etc. (see tank detail). The tank was constructed in 1968, and the interior was recoated in 1981, 1998 and 2014. A warranty inspection of the south tank in 2015 found that the ceiling coating had significant peeling. In 2017 the south tank's ceiling was recoated to resolve these defects. A 2024 annual inspection of the south tank observed the interior coating was failing on parts of the ceiling and support columns. In 2025 an inspection of the south tank floor was conducted. This inspection recommended the following maintenance items in addition to recoating: installing patch plates on floor deficiencies, replacement of the outlet nozzle, sealing the exterior transition between the floor plate projection and concrete ring wall.

- 4.2. City Participation and Coordination:** The City anticipates providing project management, coordination with the coating contractor, access to available project records and documentation, review of deliverables, and participation in project meetings, as necessary. Proposers shall identify any additional City support, information, access, or coordination assumed in the performance of the Services.

- 4.3. Scope of Services:** The selected Consultant shall provide independent AMPP certified coating inspection, quality assurance, documentation, and related professional services necessary to verify that the coating contractor performs the Work in accordance with the Contract Documents, applicable industry standards, manufacturer requirements, and regulatory requirements.

The Consultant shall act solely as an independent quality assurance representative of the City and shall not direct the means, methods, techniques, sequences, procedures, or safety practices of the construction Contractor.

Inspection of Additional Maintenance Work: The construction Contractor's scope includes replacement of the outlet nozzle and installation of a tank chime sealant system. The Consultant's services shall include applicable AMPP certified coating inspection and installation of products, according to the manufacturer's specifications. The Consultant shall not inspect welds.

4.4. Required Services

The Consultant's services shall include, at a minimum:

- 4.4.1.** Attend preconstruction and project coordination meetings as requested by the City.
- 4.4.2.** Review project plans, specifications, coating system requirements, manufacturer recommendations, contractor submittals, and related project documentation.
- 4.4.3.** Provide on-site inspection services during surface preparation, environmental monitoring, coating application, holiday testing, curing, repair activities, and final acceptance inspections.
- 4.4.4.** Verify compliance with applicable standards, including, as applicable:
 - American Water Works Association (AWWA) D102-24 Coating Steel Water-Storage Tanks
 - Applicable AMPP standards, including standards formerly published by SSPC and NACE International
 - Manufacturer requirements
- 4.4.5.** The Consultant shall perform and document such inspections, observations, testing, measurements, and verification activities as necessary to determine compliance with the Contract Documents, coating specifications, applicable industry standards, and manufacturer requirements.
- 4.4.6.** Identify and document non-conforming work and promptly notify the City's Project Manager of observed deficiencies.
- 4.4.7.** Verify correction of deficient or non-conforming work.
- 4.4.8.** Maintain photographic documentation of project progress, deficiencies, corrective actions, and final completed work.
- 4.4.9.** Coordinate with the City, Contractor, Project Engineer, coating manufacturer representatives, and other project participants as necessary.

4.5. Deliverables

The Consultant shall provide, at a minimum:

- 4.5.1. Preconstruction review memorandum identifying any concerns or recommendations.
 - 4.5.2. Inspection reports documenting inspection activities, observations, testing results, environmental conditions, deficiencies, corrective actions, and compliance with project requirements.
 - 4.5.3. Non-conformance notifications or deficiency reports, as applicable.
 - 4.5.4. Photographic documentation sufficient to support inspection findings and project records.
 - 4.5.5. A final project summary report documenting inspection activities performed, significant observations, testing results, unresolved issues (if any), and a summary of project compliance with applicable specifications and standards.
- 4.6. **Consultant Qualifications:** The Consultant shall demonstrate experience providing coating inspection services for potable water storage tanks or similar steel structures. Proposals shall identify key personnel assigned to the Project and their relevant certifications, qualifications, and experience.

The City reserves the right to determine whether the qualifications, certifications, and experience of proposed personnel are sufficient to meet the Project's needs.

The Lead Inspector assigned to the Project shall possess a current Association for Materials Protection and Performance (AMPP) Coating Inspector Program (CIP) Level 2 certification or higher and demonstrated experience performing coating inspection services for potable water storage tank rehabilitation, recoating, or similar water infrastructure projects.

- 4.7. **Project Schedule:** The Consultant shall be available to provide inspection services in coordination with the construction contractor's schedule and project activities. The recoating project is anticipated to commence on **September 8, 2026, and achieve final completion by December 11, 2026**. The Consultant shall demonstrate the ability to provide the required services throughout the duration of the Project and accommodate schedule adjustments as necessary to support construction activities.

4.8. **Special Conditions/Provisions:**

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

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

- 4.8.2. **Budget:** The City is not disclosing a budget for this Project. Proposers shall submit a complete and competitive cost proposal based on the Scope of Services and the resources necessary to successfully perform the work.

4.8.3. **Staffing and Level of Effort:**

Proposers shall describe the anticipated level of effort and staffing necessary to perform the Services, including the proposed roles of key personnel and any

assumptions that may affect staffing requirements, project scheduling, or service delivery.

Any information provided under this section shall be for evaluation and planning purposes only and shall not modify the Scope of Services or the Proposer's obligation to complete the Services for the proposed compensation.

4.8.4. Price Proposal Requirements: Proposers shall submit a not-to-exceed cost proposal that includes all time and materials. Pricing shall include a schedule of values for all costs necessary to provide the requested coating inspection and related professional services, including, but not limited to:

- Professional services, labor, supervision, and administration
- Mobilization, demobilization, and travel
- Inspection services and field activities
- Meetings, coordination, and project communications
- Testing, documentation, photography, and reporting
- Equipment, supplies, software, and technology necessary to perform the Services
- Overhead, profit, and all other costs associated with performance of the Contract

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

Proposers shall submit pricing using the form provided in Section 7.0 – Solicitation Response Form and shall include a detailed or itemized price proposal identifying all proposed fees, labor rates, reimbursable expenses, and other costs associated with the performance of the Services.

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

4.8.5. Contract: A binding Contract shall consist of the following components: (1) This RFP, including all Exhibits, Attachments, and any Addendum(s) thereto; (2) The Proposer's response (Proposal); (3) Any written clarifications, if applicable, and (4) the City Purchasing Division's acceptance of the proposal, as evidenced by a formal "Notice of Award."

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

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

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

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

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

Evan Sales
Engineering Specialist
City of Grand Junction
Department of Engineering and Transportation
244 N 7th Street
Grand Junction, CO 81501

4.10. Contract Administrator: The Contract Administrator shall be responsible for all matters related to the administration of the Contract, including the issuance of amendments, modifications, and formal interpretation of the Contract. All contractual inquiries shall be directed at:

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

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

4.11. Attachments

The following attachments are incorporated into and made part of this Solicitation. These documents provide project information, technical requirements, drawings, specifications, and other materials relevant to the Services. Proposers are responsible for reviewing all attachments and referenced materials prior to submitting a proposal. The Consultant shall coordinate its Services with the project requirements, specifications, construction activities, and schedule as applicable.

Attachment A – [Tank Detail Drawing](#)

- Attachment B** – [Tank Inspection Reports](#)
 - Attachment C** – [Project Specifications](#)
 - Attachment D** – [Contractor Bid Form](#)
 - Attachment E** – [Nozzle Repair v2 Drawing](#)
 - Attachment F** – [Joint Repair Drawing](#)
 - Attachment G** – [Viscotag™ Tank Chime Sealing System Technical Specifications](#)
 - Attachment H** – [IFB-5836-DD Water Treatment Plant South Storage Tank Recoating Project](#)
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4.12. Tentative Calendar of Events

Event and Details	Date
<p>Solicitation Issued/Posted Published via BidNet® Direct – Rocky Mountain E-Purchasing System (RMEPS)</p>	June 4, 2026
<p>Inquiry Deadline All questions regarding this Solicitation must be submitted no later than 5:00 p.m. MDT.</p>	June 16, 2026
<p>Final Addendum Issued (if applicable)</p>	June 18, 2026
<p>Proposal Submission Deadline Electronic submission via BidNet® Direct only, prior to 1:00 p.m. MDT.</p>	July 7, 2026
<p>Evaluation of Proposals Internal review by City-appointed Evaluation Committee</p>	July 7-14, 2026
<p>Interviews By invitation only; may be conducted virtually or in person. Tentative interview schedule and time blocks:</p> <ul style="list-style-type: none"> • July 27, 2026 (8:30 a.m. – 12:00 p.m. MDT) • July 31, 2026 (10:30 a.m. – 4:00 p.m. MDT) 	July 27 and July 31, 2026
<p>Notice of Intent to Award (Tentative) Subject to completion of evaluation, interviews, demonstrations, and any required negotiations.</p>	August 4, 2026
<p>Contract Execution Contingent upon all required approvals and funding availability.</p>	August 7, 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 submit proposals well in advance of the submission deadline.
 - Instructions for registration are available on the BidNet® Direct website.
 - The City does not control or administer vendor access to the BidNet® system. Proposers are solely responsible for ensuring successful and timely electronic submission of the Proposal.
 - Technical assistance must be requested directly from BidNet® at (800) 835-4603 prior to the submission deadline.
 - Late submissions will not be accepted under any circumstances
 - Proposals received by any means other than the BidNet® system will not be considered.
-

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**.

For the purposes of this limitation:

- One (1) page shall be defined as one (1) single-sided page.
- Each side of a double-sided page shall count as one (1) page.
- The page limit applies to pages sized no larger than 8.5" x 11".
- The page limit includes cover letter, executive summaries, graphics, charts, tables, and appendices within the proposal narrative.

The following documents are excluded from the page limit:

- Table of Contents
- Section Dividers
- The completed Solicitation Response Form (Section 7.0)
- Sample Report

Pages exceeding the stated page limit, or content outside the permitted exclusions, may not be reviewed or considered during the evaluation process.

5.3. Cover Letter

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

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

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

5.4. Solicitation Response Form

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. Price Proposal

Proposers shall describe the proposed pricing structure, assumptions, and any reimbursable expenses in the proposal narrative, consistent with Section 4.0. The proposal narrative shall identify the basis for the proposed pricing and any factors that may affect the cost of the Services.

Proposers shall submit the total proposed not-to-exceed (NTE) amount using the Solicitation Response Form provided in Section 7.0.

5.6. Capacity, Credentials, Experience, and References

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

- **Firm Qualifications and Experience:** Description of the Proposer's experience providing coating inspection, quality assurance, and related professional services for potable water storage tanks or similar steel structures. Include the number of years providing such services and any specialized expertise relevant to this Project.
- **Key Personnel:** Identify the Project Manager, Lead Inspector, and other key personnel proposed for the Project. Include each individual's role, responsibilities, qualifications, certifications, relevant experience, office or base location, and availability during the anticipated Project schedule.
- **Professional Certifications:** Identify all applicable certifications held by proposed personnel, including AMPP, NACE, SSPC, or other relevant industry certifications. Provide certification numbers and expiration dates, if applicable.
- **Project Approach and Staffing:** Describe the proposed project team structure, staffing plan, lines of communication, quality assurance procedures, and approach to coordinating with the City, contractor, engineer, coating manufacturer representatives, and other project participants.
- **Relevant Project Experience and References:** Provide a minimum of three (3) references for projects completed within the past five (5) years that are similar in scope and complexity to the Services described in this Solicitation.

For each referenced project, provide:

- Client name and organization
 - Reference contact name, title, phone number, and email address
 - Project Location
 - Description of the project and services performed
 - Tank size, structure type, or similar project characteristics, as applicable
 - Key personnel assigned to the project
 - Project duration and completion date
- **Project Challenges and Resolution:** Describe up to three (3) projects demonstrating the Proposer's ability to identify, document, communicate, and resolve coating, surface preparation, schedule, access, safety, or quality assurance issues encountered during construction.
 - **Sample Inspection Report:** Provide one (1) sample inspection report or similar project deliverable prepared for a project comparable in scope and complexity to the Services described in this RFP. Proprietary, confidential, or client-identifying information may be redacted as necessary. The sample report will be used solely

for evaluation of the Proposer's reporting quality, technical documentation, and communication capabilities.

The City will use the information provided in this section to evaluate the Proposer's qualifications, experience, technical expertise, staffing capabilities, and demonstrated ability to successfully perform services comparable to those required under this Solicitation.

5.7. Strategy and Implementation Plan

Proposers shall provide a comprehensive strategy for performing the coating inspection services required under this Solicitation. The plan shall demonstrate the Proposer's understanding of the Project and present a structured approach to performing the Scope of Services outlined in Section 4.0.

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

- **Project Understanding** – Demonstrate an understanding of the Water Treatment Plant South Tank Recoating Project, the anticipated construction activities, project schedule, and the City's objectives for independent coating inspection and quality assurance services.
- **Inspection Methodology** – Describe the proposed approach to providing coating inspection services throughout the Project, including inspection procedures, quality assurance and quality control practices, testing and verification methods, documentation and reporting procedures, and processes for monitoring compliance with the project specifications, applicable industry standards, and manufacturer requirements. The response shall also address the proposed inspection and verification approach for the outlet nozzle replacement and the tank chime seal installation, including coordination with the construction Contractor and documentation of compliance with the Contract Documents.
- **Project Staffing and Availability** – Describe the proposed staffing plan, key personnel assignments, availability of inspection personnel, and procedures for providing inspection coverage throughout the Project duration.
- **Communication and Coordination** – Describe procedures for communicating with the City, contractor, engineer, coating manufacturer representatives, and other project participants, including notification of deficiencies, reporting protocols, and issue resolution processes.
- **Reporting and Documentation** – Describe the proposed approach to reports, inspection records, photographic documentation, non-conformance reporting, testing documentation, and final project reporting.
- **Project Schedule and Deliverables** – Provide a schedule identifying anticipated milestones, inspection activities, reporting timelines, deliverables, and any assumptions regarding the construction schedule.

- **Value-Added Services** – Identify any additional services, tools, technologies, reporting capabilities, or expertise that may enhance the quality, efficiency, or value of the Services provided to the City.

The Strategy and Implementation Plan should clearly demonstrate the Proposer's ability to successfully perform the Services and support the City's quality assurance objectives throughout the Project.

5.8. Legal Proceedings/Litigation

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

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

For each case, provide:

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

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

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Section 6.0. Evaluation Criteria and Factors

6.1. Overview

An evaluation committee appointed by the City will review and evaluate all proposals received in response to this Request for Proposals (RFP). Proposals will be evaluated based on the Proposer's qualifications, relevant experience, proposed project approach, capacity to perform the Services, responsiveness to the requirements of this RFP, and proposed pricing.

The evaluation process is intended to identify the proposal that best meets the City's needs and objectives for the Water Treatment Plant South Tank Coating Inspection Services Project as set forth in this RFP.

6.2. Evaluation Summary

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

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

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

6.3. Scoring Criteria

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

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

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

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

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

Evaluation Category	Weight	Description
Responsiveness to RFP Requirements	5%	Completeness, organization, clarity, and compliance with all RFP instructions, submission requirements, and required formats.
Understanding of the Project and City Objectives	15%	Understanding of the South Tank Recoating Project, coating inspection requirements, project schedule, quality assurance objectives, and project constraints.
Qualifications, Experience, References, and Capacity	30%	Experience providing coating inspection services for potable water tanks or similar structures; firm qualifications; organizational capacity; and references.
Strategy and Implementation Plan	25%	Inspection methodology, staffing approach, reporting procedures, communication protocols, project coordination, and quality assurance processes.
Key Personnel and Certifications	15%	Qualifications, certifications, availability, and relevant experience of the proposed Project Manager, Lead Inspector, and other key personnel.

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

6.3.2. Score Normalization Method

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

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

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

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

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

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

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

To receive full consideration, pricing must be:

- Consistent with the Scope of Services and supported by the pricing information provided in the proposal.
- Reasonable, balanced, and reflective of the services proposed.
- Submitted in the format and manner required by this RFP.

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

6.4. Shortlisting Proposers

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

Compliance Review

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

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

Evaluation and Scoring

Proposals will be evaluated and scored by the City's Evaluation Committee in accordance with the criteria and weighting outlined in Section 6.3. Individual evaluator scores will be compiled into a consolidated Evaluation Matrix to assist the Committee in establishing rankings and identifying the most qualified Proposers.

6.5. Experience and Reference Checks

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

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

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

6.6. Interviews or Presentations (if requested)

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

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

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

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

Participation in an interview or presentation does not guarantee an award

6.7. Negotiations

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

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

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

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

6.8. Award

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

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

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

6.9. Contract Execution

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

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

6.10. Notice of Intent to Award & Protest Procedures

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

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

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Section 7.0. Solicitation Response Form

RFP-5939-26-KF “Coating Inspection Services – Water Treatment Plant South Tank”

The Proposer shall submit the completed, dated, and signed Solicitation Response Form with its Proposal.

1) **Total Cost for Services as Described, Not-to-Exceed:** \$ _____

Total Not-to-Exceed Cost Written:

_____ **dollars**

The Proposer shall attach a detailed or itemized price proposal, including a schedule of values identifying all proposed fees, labor rates, reimbursable expenses, and other costs associated with the performance of the Services, as required by Section 4.8.4.

Acknowledgment

The undersigned has thoroughly examined the entire Solicitation, including all addenda, and submitted the attached Proposal and Fee Proposal in response thereto.

This Proposal shall remain firm, valid, and binding for one hundred eighty (180) calendar days following the Proposal due date.

By submitting this Proposal, the Proposer acknowledges and agrees to the terms, conditions, specifications, and requirements of the Solicitation and certifies that the Proposer is fully qualified, prepared, and authorized to perform the Services described herein.

The undersigned further acknowledges the City’s sole discretion to:

- Reject any or all Proposals;
- Waive informalities, irregularities, or technicalities;
- Request clarifications or additional information;
- Negotiate terms, pricing, or scope; and
- Award a Contract in the best interest of the City.

Certifications

By submitting the Proposal, the Proposer certifies that:

RFP-5939-26-KF

- Proposal has been developed and submitted independently and without collusion, consultation, communication, or agreement with any other Proposer or competitor regarding pricing, terms, strategy, or any other aspect of the Proposal.
 - The Proposal has not been knowingly disclosed to any other Proposer and shall not be disclosed before the award.
 - No attempt has been made, nor will be made, to induce any person or entity to submit or refrain from submitting a Proposal for the purpose of restricting competition.
 - The individual signing the Solicitation Response Form is duly authorized to bind the Proposer contractually and legally to all representations, commitments, and supporting documentation contained in the Proposal.
 - The Proposer shall comply with all applicable federal, state, and local laws, regulations, and licensing requirements applicable to the Services.
 - The Proposer understands that any resulting Contract shall be governed by the terms and conditions of the Solicitation and final executed Contract Documents.
-

Receipt of Addenda

The undersigned acknowledges receipt of all Addenda issued for the Solicitation.

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

The Proposer is solely responsible for reviewing and acknowledging all Addenda issued in connection with this Solicitation as part of the Proposal submission.

Required Submittals

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.
 - Any required exceptions or proposed revisions in accordance with Section 5.5.
 - A completed and current IRS Form W-9 prior to Contract execution.
-

Proposer Information and Authorization

Entity Name: _____

Authorized Agent Name & Title: _____

Authorized Agent Signature: _____

Telephone Number: _____

Email Address: _____

Business Address: _____

City, State, ZIP Code: _____

Date: _____

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Subcontractor Disclosure

The Proposer shall identify all subcontractors proposed to perform Services under the Contract, including the name of the firm, the services to be provided, and the qualifications of key personnel assigned to the Project.

The City reserves the right to evaluate the qualifications, certifications, experience, and capacity of any proposed subcontractor and to reject any subcontractor that, in the City's judgment, does not possess the qualifications necessary to perform the assigned Services.

The Proposer shall remain fully responsible for the performance of all proposed subcontractors and their personnel. Use of subcontractors shall not relieve the Proposer of any obligation, requirement, or liability under the Solicitation or any resulting Contract.

No subcontractor identified in the Proposal may be substituted, and no additional subcontractor may be engaged following Contract award without the prior written approval of the City.

Any subcontractor personnel performing coating inspection services shall possess the same minimum qualifications and certification requirements specified for inspection personnel in this Solicitation, including AMPP Coating Inspector Program (CIP) Level 2 certification or higher, where applicable.

Name, Address, City, and State of Subcontractor	Description of Service(s) to be Performed	Estimated Value and Percentage of Services

If no subcontractors are proposed, the Proposer shall indicate "None."

Certifications

By signing the Solicitation Response Form, the Proposer certifies that all identified subcontractors are qualified to perform the proposed Services and shall comply with all applicable Contract requirements, including licensing, certification, regulatory, confidentiality, insurance, and safety obligations.