



Request for Proposal

RFP-5996-26-KF

On-Call Encampment Cleanup, Biohazard Remediation, and Abandoned Vehicle Removal Services

Proposal Deadline

November 10, 2026, before 1:00 p.m. Mountain Standard Time

Electronic Submission Only

Proposals Must Be Submitted Exclusively Through
BidNet Direct® – Rocky Mountain E-Purchasing System (RMEPS)

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

Important Notice

The City of Grand Junction does not control or administer vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring a successful submission. Technical assistance must be requested directly from BidNet at (800) 835-4603.

Virtual Solicitation Opening

All City solicitation openings will be conducted virtually.
For meeting access and participation details, refer to Section 1.9.

Purchasing Agent Contact

Kathleen Franklin
kathleenf@gjcity.org
970-244-1513

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Event and Details at-a-glance	Date
Inquiry Deadline	October 23, 2026
Final Addendum Issued (if applicable)	October 27, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only, prior to 1:00 p.m. MST.	November 10, 2026
Independent Evaluation of Proposals	November 10-19, 2026
Interviews (if required)	December 2-3, 2026
Notice of Intent to Award (Tentative)	December 15, 2026
Contract Execution	December 18, 2026
Services Begin	January 1, 2027

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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, project requirements, conditions, instructions, and all applicable laws, regulations, policies, and procurement requirements associated with this Solicitation. Submission of a proposal shall constitute acknowledgment that the Proposer has reviewed the Solicitation Documents and is capable of performing the Services as specified.

- 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

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 Contractors to provide **On-Call Encampment Cleanup, Biohazard Remediation, and Abandoned Vehicle Removal Services**.

The City seeks one or more Contractors capable of safely and efficiently performing the Services in Grand Junction, Colorado. Proposers may submit for either or both service categories: (1) Encampment Cleanup and Biohazard Remediation; and (2) Abandoned Vehicle, Trailer, and Motorhome Removal. The City may designate primary and secondary Contractors for each category based on the proposals received. Proposers shall identify the categories offered and demonstrate their approach, resources, and response capabilities for each.

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 of this Solicitation, which shall be incorporated into the resulting Contract, if any.

- 1.5. No Pre-Proposal Meeting or Site Visit:** No pre-proposal meeting or site visit will be conducted. Exhibit 2 includes photographs from past encampment cleanup assignments to assist Proposers in understanding anticipated site conditions and Services. Actual conditions and cleanup needs will vary by assignment.

Proposers shall submit questions in accordance with the inquiry procedures and deadline established in this Solicitation. Only written addenda issued by the City shall modify the Solicitation Documents. Proposers are responsible for monitoring BidNet Direct for this Solicitation, obtaining all addenda, and acknowledging receipt of each addendum on the Solicitation Response Form in Section 7.0.

- 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 outlined in **Section 5.0, Preparation and Submittal of Proposals**. All proposals shall adhere to the formatting, content, and submission guidelines specified in that section.

To participate in the public proposal opening, Proposers and interested parties may refer to the virtual meeting information provided below:

**Solicitation Opening: RFP-5996-26-KF
On-Call Encampment Cleanup, Biohazard Remediation, and Abandoned
Vehicle Removal Services**

Date/Time: November 10, 2026, at 1:00 p.m. MST (America/Denver)

Join from a computer, tablet, or smartphone:

<https://meet.goto.com/754618381>

Join by telephone:

- Access Code: 754-618-381
- United States: [+1 \(571\) 317-3122](tel:+15713173122)

Join from a video-conferencing room or system:

- Meeting ID: 754-618-381
- Dial in, or type: 67.217.95.2 or inroomlink.goto.com
- Or dial directly: 754618381@67.217.95.2 or 67.217.95.2##754618381

Download the application before the meeting, if needed:

<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. Proposers shall comply with the confidential-material submission requirements stated in Section 1.24.

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(s) submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The City reserves the right to make the award in the City's best interest.
- 1.17. Exclusions:** The City shall not consider any proposal submitted orally, by telephone, email, or facsimile. Only proposals submitted under the requirements outlined in this Solicitation shall be accepted for evaluation.
- 1.18. Contract Documents:** The Contract Documents include this solicitation, the Proposer's submitted proposal and supporting documents, and any negotiations that are formally accepted by the City and memorialized in a written agreement. Upon execution by duly authorized representatives of both Parties, the final written agreement and all documents expressly incorporated into it shall collectively constitute the binding and enforceable Contract between the City and the Contractor. 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 the Contract must be made through a duly executed Change Order or Contract Amendment, except for annual NTE authorization increases permitted by Section 4.12.4.3.
- 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 responses to questions, clarifications, interpretations, corrections, modifications, and extensions of the proposal submission deadline shall be issued only through written addenda by the City's Purchasing Division.

All addenda will be posted electronically through [BidNet Direct – Rocky Mountain E-Purchasing System](#). Proposers are responsible for monitoring this platform and obtaining all addenda.

Proposers shall acknowledge receipt of each addendum on the Solicitation Response Form in Section 7.0, also available separately as Attachment A, and include the completed form with their 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 records of the City and will not be returned. Submission of a Proposal does not transfer ownership of the Proposer’s pre-existing intellectual property, copyrighted materials, trademarks, proprietary methodologies, software, systems, or other materials identified as belonging to the Proposer. The City may use submitted materials for evaluation, Contract administration, public-records compliance, and other governmental purposes permitted by law, subject to the proper designation and approval of 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 their 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 assignment schedules and response commitments through the experience and references required in Section 5.0
- 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 Service.

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

1.27.1. Submission of multiple proposals for the same service category by the same individual or business entity, whether under the same or different names, except for clearly identified alternate proposals permitted under this Solicitation. A single proposal offering both service categories does not violate this restriction; 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 Contractor shall complete any supplier registration requirements established by the City, including submission of a current completed Internal Revenue Service (IRS) Form W-9, if required. The City reserves the right to request updated tax identification information from the Contractor 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 Acknowledgment): The City will conduct a virtual proposal receipt acknowledgment 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, as acknowledged in the Cover Letter. The individual signing the Cover Letter shall be duly authorized to bind the Proposer to the terms of the Proposal and any resulting Contract.

By submitting a Proposal, the Proposer acknowledges that it has read, understands, and agrees to comply with the requirements, terms, conditions, and specifications set forth in this Solicitation, except for any exceptions expressly identified in the Proposal.

If the Proposer requests any deviation from or exception to the requirements of this Solicitation or any Contract terms and conditions incorporated by reference into this Solicitation, such deviation or exception shall be clearly identified, fully explained, and submitted with the Proposal. Failure to identify a requested deviation or exception shall constitute the Proposer's acceptance of the Solicitation and any Contract terms and conditions incorporated by reference.

The City reserves the right to accept or reject any requested deviation or exception, in whole or in part, and to negotiate mutually acceptable terms and conditions with the apparent successful Proposer.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be executed by duly authorized representatives of both the City and the Contractor. By executing the Contract, the Contractor represents that it has carefully examined the Contract Documents and is fully informed of the conditions, requirements, objectives, constraints, and performance expectations applicable to the Services.

The Contractor further represents that it has correlated its knowledge, experience, personnel, professional judgment, and available resources with the requirements of the Contract and can perform the Services in accordance with the Contract Documents. The Contractor shall not rely upon any alleged ambiguity, omission, inconsistency, or error in the Contract Documents as a basis for avoiding or delaying performance, provided that the Contractor promptly notifies the City of any perceived discrepancy or conflict upon discovery.

The Contract Documents are intended to be complementary and shall be construed accordingly. Any requirement identified in one Contract Document shall be considered binding as though included in all applicable Contract Documents to the extent necessary to accomplish the intent of the Contract.

The intent of the Contract is to require the Contractor to furnish all personnel, supervision, professional expertise, equipment, software, materials, supplies, transportation, permits, licenses, documentation, reports, deliverables, and other

resources necessary to fully perform the Services in accordance with the Contract Documents, whether or not every incidental item is expressly identified, provided such items are reasonably inferable from the nature and intent of the Services.

- 2.3. Permits, Fees, and Regulatory Compliance:** The Contractor 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 Contractor shall obtain and maintain all licenses, permits, certifications, approvals, and authorizations required to perform the Services and shall include all associated fees and costs in the Contract rates.

The Contractor 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:** The Contractor shall be responsible for the acts and omissions of its employees, subcontractors, agents, and all other persons performing any portion of the Services. The Contractor shall ensure that all such persons are qualified, appropriately trained and supervised, and comply with the requirements of the Contract.

- 2.5. Payment & Completion:** The City shall pay the Contractor for authorized Services satisfactorily performed and accepted by the City at the rates established in the Contract.

Upon completion of each assignment, the Contractor shall notify the City's Project Manager that the Services are ready for inspection. The Contractor shall submit detailed invoices identifying the assignment location, dates of service, labor hours, equipment usage, disposal quantities, and applicable Contract rates, together with required completion documentation and supporting disposal receipts or weight tickets, as applicable.

The City's Project Manager will review the completed Services and supporting documentation. Payment for accepted Services shall be processed in accordance with the Contract Documents. Partial payments may be approved by the City for documented Services satisfactorily completed during an ongoing assignment.

All charges shall comply with the Contract's all-inclusive pricing requirements. No separate mobilization, demobilization, or travel charges shall be paid, and costs included in one pricing item shall not be billed under another.

The Contractor shall perform all Services in accordance with generally accepted industry practices, applicable laws, ordinances, and regulations, and the requirements of the Contract.

- 2.6. Protection of Persons and Property:** The Contractor shall comply with all applicable safety requirements and implement precautions necessary to protect the public, workers, City personnel, and public and private property during performance of the

Services. Precautions shall address equipment operation, site access, sharps, biohazards, and other hazardous conditions associated with the assignment.

The Contractor shall follow the City's direction regarding personal property and items designated for removal, retention, or disposal. The Contractor shall not remove or dispose of items outside the authorized assignment without City approval. If conditions present an immediate danger, the Contractor shall stop the affected Services, secure the area as appropriate, and promptly notify the City's Project Manager.

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

- 2.7. Changes in the Services:** The City may authorize individual assignments and adjust assignment locations, schedules, and quantities within the established Scope of Services at the applicable Contract rates without a Change Order or Contract Amendment, provided the assignment does not modify the Contract terms or exceed any established Contract maximum.

Except for annual NTE authorization increases permitted by Section 4.12.4.3, changes to the Scope of Services, Contract rates, established Contract maximum, or Contract term must be authorized through a written Change Order or Contract Amendment, as applicable, executed by duly authorized representatives of both Parties before the changes take effect.

The Contractor shall promptly notify the City's Project Manager if an assignment requires Services not covered by the Contract or for which no applicable Contract rate has been established. The Contractor shall not perform such Services or incur additional charges until the required written authorization has been executed. The Contractor shall not be entitled to additional compensation or an extension of time for unauthorized changes.

- 2.8. Minor Changes in the Services:** The City's Project Manager may issue written direction authorizing minor changes in the Services as part of day-to-day Contract administration, provided such changes do not modify the Contract rates, increase any authorized assignment amount or established Contract maximum, extend the Contract term, or alter the overall Scope of Services or intent of the Contract Documents. Such changes shall not require a formal Change Order or Contract Amendment.

- 2.9. Correction of Services:** The Contractor shall perform all Services and provide all required documentation in accordance with the Contract requirements and generally accepted industry standards, exercising the skill, care, and diligence ordinarily

exercised by qualified contractors performing similar Services under similar conditions.

If any Services or required documentation do not conform to the Contract requirements, the Contractor shall promptly correct the deficiencies at no additional cost to the City. Corrective Services shall include any necessary labor, equipment, transportation, and disposal.

If the Contractor fails to correct the deficiencies within a reasonable period specified in the City's written notice, the City may perform or arrange for corrective Services and recover the reasonable costs incurred from the Contractor, subject to the remedies and procedures set forth in the Contract.

New debris or conditions arising after satisfactory completion of an assignment shall not, by themselves, constitute deficient Services.

2.10. Acceptance Not Waiver: The City's review, approval, or acceptance of any Services or required documentation, or payment for such Services, shall not relieve the Contractor of its obligations under the Contract or its responsibility to meet applicable industry standards. No review, approval, acceptance, or payment by the City shall constitute a waiver of any rights, remedies, or claims available to the City under the Contract arising out of or related to performance of the Services.

2.11. Change Orders and Amendments: No oral statement or representation shall modify the terms, conditions, or requirements of the Contract. Changes to the Contract shall be made only through a written Change Order or Contract Amendment processed through the City's Contract Administrator and executed by duly authorized representatives of both Parties in accordance with the City's established procedures.

Written direction concerning routine assignments or minor changes expressly permitted under the Contract does not constitute a Change Order or Contract Amendment and shall not modify the Contract rates, term, or the overall Scope of Services. Annual NTE authorization increases may be processed through a revised Purchase Order as provided in Section 4.12.4.3.

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

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

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

2.14. Debarment or Suspension: The Contractor 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 Contractor shall safeguard and maintain the confidentiality of all non-public information, data, and materials disclosed by the City or obtained in

connection with the Services, including personal information contained in documents or belongings encountered during cleanup. Such information shall be used only as necessary to perform the Services. The Contractor shall ensure that its employees, subcontractors, and agents comply with these obligations.

Photographs or recordings obtained in connection with the Services shall be used only for Contract documentation unless otherwise authorized in writing by the City or required by law. The Contractor shall not publish or use such materials for advertising or social media without the City's prior written approval.

These obligations shall not apply to information that is publicly available through no fault of the Contractor, 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. The Contractor shall promptly disclose to the City in writing any actual or potential conflict of interest of which it becomes aware. Such conflicts shall be addressed in accordance with applicable laws and the City's policies.

2.17. Termination for Convenience: The City may terminate the Contract, in whole or in part, for convenience upon thirty (30) calendar days' written notice to the Contractor. Upon receipt of notice, the Contractor shall discontinue the affected Services as directed by the City and take reasonable steps to minimize additional costs.

The Contractor shall be entitled to payment only for Services satisfactorily performed and authorized costs incurred through the effective date of termination, subject to the terms of the Contract. Termination shall not affect any rights, remedies, or obligations accrued before the effective date of termination or that expressly survive termination.

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

2.18.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a bona fide occupational qualification permitted by applicable law. The Contractor 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 Contractor shall state that the Contractor 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 Contractor certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Contractor shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance

of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.

- 2.20. Failure to Perform:** If the Contractor fails to perform authorized Services in accordance with the Contract, including required response times, schedules, quality standards, coordination obligations, or reporting requirements, the City may, after providing written notice and any applicable opportunity to cure required by the Contract, obtain the required Services from another source. The Contractor shall be responsible for reasonable additional costs incurred by the City as a direct result of such failure.

If the Contractor's failure materially affects the Services, compromises regulatory compliance, or creates a risk to public health or safety, the City may take immediate protective or corrective action, including obtaining replacement Services. Any suspension or termination shall be in accordance with the Contract Documents.

The City's routine assignment of Services to a secondary Contractor under the Contract's assignment procedures shall not, by itself, constitute a failure to perform by the primary Contractor.

- 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 thereafter.

- 2.22. Force Majeure:** Neither Party shall be liable for any delay or failure to perform its obligations under the Contract to the extent such delay or failure is caused by a Force Majeure event beyond the control of the affected Party. Force Majeure events may include, but are not limited to, acts of God, fire, flood, severe weather, natural disasters, epidemics, pandemics, war, terrorism, civil unrest, labor disputes not involving the affected Party, governmental actions, utility outages, or other events beyond the control of the affected Party.

The Party affected by a Force Majeure event shall provide the other Party with prompt written notice describing the nature of the event, its anticipated impact on performance, and the estimated duration of the delay. The affected Party shall use commercially practical measures to mitigate the effects of the Force Majeure event and resume performance as soon as practicable.

If a Force Majeure event materially delays or prevents performance of the Services, the City may suspend, postpone, modify the schedule for, or terminate the Contract, in whole or in part, in accordance with the Contract Documents, without liability for costs incurred because of the Force Majeure event.

- 2.23. Indemnification:** The Contractor shall defend, indemnify, and hold harmless the City, along with its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, or expenses of any kind, including attorney's fees, arising out of or related to any injuries, damages, or losses to persons or property caused by the negligent act, error, omission, or fault of the Contractor, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

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

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

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

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

- 2.25. Services, Work Product and City Ownership:** All reports, assignment records, photographs, disposal documentation, weight tickets, tracking logs, and other deliverables specifically created or compiled by the Contractor for the City in performing the Services ("Work Product") shall become the property of the City upon payment for the associated Services. The Contractor shall provide such Work Product to the City as required by the Contract and upon request.

The Contractor shall retain ownership of its pre-existing tools, templates, processes, and other proprietary materials developed independently of the Contract ("Contractor Materials"). To the extent Contractor Materials are incorporated into the Work Product, the Contractor grants the City a perpetual, nonexclusive, royalty-free license to use, reproduce, and maintain those Contractor Materials as necessary for the City's use of the Work Product.

All information, data, records, and materials provided by the City shall remain City property and shall be used solely to perform the Services unless otherwise authorized in writing by the City. The Contractor's retention or use of copies shall remain subject to the Contract's confidentiality requirements.

This provision does not establish, or transfer ownership of personal belongings, vehicles, motorhomes, or other property encountered during the Services. Such property shall be handled only as authorized by the City and in accordance with the Contract and applicable law.

- 2.26. Patents and Copyrights:** The Contractor 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 Contractor's performance of the Services or the City's authorized use of Work Product or other materials furnished by the Contractor under the Contract.

The City shall have no liability to the Contractor for costs, expenses, or obligations arising from such infringement claims. The Contractor shall promptly assume the defense of any such claim and shall not enter into a settlement that imposes any obligation or admission of liability on the City without the City's prior written consent.

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 Contractor'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 Contractor materially breaches any of its obligations, including failure to perform services in a timely, competent, or professional manner; failure to comply with project requirements, administrative procedures, or reporting obligations; or violation of applicable laws, regulations, or contract terms.

Prior to termination, the City will provide written notice of the default and specify a timeframe for the Contractor to cure the default, unless the breach presents an immediate risk to public health, safety, or the City's operations.

If the Contractor fails to cure the default within the time specified in the notice, the City may take appropriate corrective action, including procuring substitute services

from another provider, and may hold the Contractor responsible for any resulting costs, damages, or losses.

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

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

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

The Contractor shall require and ensure that any subcontractors maintain insurance meeting these same requirements. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Contractor under the Contract. To ensure continuous coverage, the Contractor shall obtain and maintain appropriate retroactive dates and extended reporting periods for any claims-made insurance policies. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

(a) Commercial General Liability

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

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

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) 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.

(c) **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. The Commercial General Liability and Automobile Liability policies shall be primary and noncontributory with respect to any insurance maintained by the City. The Contractor shall be solely responsible for any deductible losses under any policy required above.

3.2. ACORD Certificate of Insurance

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

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

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

Proof of insurance must be submitted 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: Grand Junction is located in Mesa County in western Colorado, at the confluence of the Colorado and Gunnison Rivers. The City had an estimated population of 70,554 as of July 1, 2024, according to the U.S. Census Bureau.

The Grand Junction Police Department (GJPD) provides municipal law enforcement services and will serve as the primary operational contact for encampment cleanup

assignments under the Contract, including site identification, scheduling, and coordination with other City personnel.

The City currently obtains encampment cleanup services through a Contract with Square U Away. In accordance with the City's procurement policy, the City is conducting a new competitive solicitation for On-Call Encampment Cleanup, Biohazard Remediation, and Abandoned Vehicle Removal Services. The incumbent Contractor may submit a proposal and will be evaluated under the same criteria and requirements as all other Proposers.

- 4.2. Purpose and Service Area:** The City of Grand Junction seeks one or more qualified Contractors to provide on-call unauthorized encampment cleanup and biohazard remediation Services on City-owned property within city limits. Services include site assessment, removal of trash and debris, cleanup of biological waste, disinfection where appropriate, hauling, and proper disposal. Services also include City-authorized removal of abandoned vehicles, trailers, and motorhomes, including towing, demolition, and disposal as described in this Section. Services on private property are excluded.

Assignments will vary in size, accessibility, materials, and hazards, ranging from small cleanups to larger efforts requiring multiple workers, equipment, and days. Services will be requested as needed. The City does not guarantee a minimum number of assignments, hours, or expenditures under the Contract.

- 4.3. Work Assignments and City Coordination:** GJPD, through the City's designated Project Manager or authorized designee, will identify each site, provide available photographs or arrange a site visit, and establish the cleanup limits and requested schedule. The Contractor shall review the assignment conditions and confirm the resources and anticipated completion time. The City may request a written estimate based on the Contract rates and, when appropriate, establish an assignment-specific NTE amount. Services shall begin only upon written City authorization and shall remain within the applicable annual NTE authorization and any assignment-specific limit.

The City will be responsible for required notices, outreach coordination, enforcement, and security arrangements. The Contractor shall begin cleanup only after the City releases the site for work. The Contractor shall not direct occupants to leave or independently determine that belongings may be discarded. Any urgent response remains subject to City authorization and site release.

- 4.4. Availability and Mobilization:** Assignment sites will be located in Grand Junction, Colorado. Authorized transportation, processing, and disposal may occur outside city limits. The Contractor shall provide dependable staffing, equipment, transportation, and supervision to meet the approved schedule. A local office is not required, and no preference will be given based on business location. Proposals shall demonstrate how the Contractor will reliably serve Grand Junction.

Proposers shall state their normal operating hours; the time to acknowledge a request; the time to arrive on site with a crew and equipment ready to work for routine and urgent requests; and their availability during evenings, weekends, and holidays.

State response times in hours or calendar days from receipt of the City's request and clearly identify any limitations.

Proposers shall explain from which locations crews and equipment will be dispatched, how travel and equipment delivery will be arranged, and how backup resources will cover competing assignments or staff shortages. The response commitments accepted by the City will become requirements of the Contract. The Contractor shall promptly report any anticipated delay and provide a recovery plan.

4.5. Cleanup Services: The Contractor shall furnish the labor, supervision, tools, protective equipment, supplies, vehicles, containers, hauling, and disposal needed for each authorized assignment. Services shall include, as applicable:

- Collecting and removing trash, scattered debris, bulky items, and temporary shelters or structures specifically identified by the City for removal.
- Safely collecting and removing needles, sharps, human or animal waste, and other biologically contaminated materials; cleaning and disinfecting affected surfaces where appropriate.
- Separating materials requiring special handling, including electronics, batteries, propane cylinders, fuels, and other hazardous or regulated waste.
- Transporting debris from difficult-access areas to collection vehicles and completing a final inspection for remaining debris and sharps.

Sites may include narrow paths, dense vegetation, uneven ground, or areas inaccessible to standard trucks. Proposers shall explain how they will reach these areas and remove heavy items. Dump trailers, dump trucks, roll-off containers, or other suitable equipment may be used. Vegetation removal, excavation, or other ground disturbance requires prior City approval.

4.6. Safety and Unexpected Conditions: The Contractor shall assess site hazards, provide trained workers and appropriate protective equipment, and use safe work practices for the materials encountered. Maintain safe work areas and protect the public, City staff, property, vegetation, and waterways. Prevent contaminated liquids, wash water, and debris from entering storm drains or surface water.

If workers encounter suspected drug-manufacturing chemicals, unknown substances, weapons, suspected human remains, or conditions beyond their training or authorized scope, stop work in the affected area and immediately notify the City. Resume only after the hazard has been addressed and the City authorizes continuation. The Contractor remains responsible for worker safety.

Specialized chemical remediation, environmental testing, confined-space entry, and substantial soil removal are not automatically included in routine cleanup assignments. Proposers shall identify whether they can provide these services, directly or through qualified subcontractors. Such work requires separate written authorization from the City, qualified personnel, and approved pricing before proceeding.

- 4.7. Personal Property and Conduct:** The Contractor shall follow the City's direction to distinguish waste from personal property. Do not assume unattended property is abandoned. Set aside questionable items for City review. When directed, inventory, bag, label, and deliver retained items to a City-designated location. Off-site storage by the Contractor is not included unless separately authorized.

Workers shall treat individuals respectfully, refer any disputes to the City, and avoid confrontation. The Contractor shall not keep, sell, donate, or otherwise use items recovered from a site. Photographs and records shall be used only for Contract purposes.

- 4.8. Hauling and Disposal:** The Contractor shall properly separate, contain, transport, and dispose of waste at facilities authorized to accept the materials. Follow applicable handling, transport, and disposal requirements. Sharps and regulated waste shall not be mixed with ordinary trash when separate handling is required. Secure loads and prevent spills during transport.

Proposers shall identify their proposed disposal arrangements for general debris, sharps and biological waste, electronics, and other materials requiring special handling. Provide disposal receipts, weight tickets, and waste manifests when applicable.

- 4.9. Abandoned Vehicle, Trailer, and Motorhome Removal:** For this service category, the Contractor shall provide City-authorized recovery, towing, hauling, and, when specifically authorized, demolition and disposal of abandoned vehicles, trailers, and motorhomes. The City will identify the property and confirm authorization before removal or disposal. The Contractor shall not independently determine that a vehicle, trailer, or motorhome is abandoned or eligible for demolition. Proposers shall describe their capabilities, subcontractor arrangements, proposed receiving facilities, and service limitations. Completion records shall identify the vehicle or motorhome, Services performed, destination, and supporting disposal documentation.

- 4.10. Completion and Documentation:** At completion, the authorized cleanup area shall be free of the waste and debris identified for removal, with required remediation completed and remaining concerns reported to the City. The City will inspect the assignment and determine whether it is acceptable. The Contractor shall correct incomplete or deficient work within the authorized scope at no additional cost.

Provide a brief completion record with before-and-after photographs, work dates, crew hours, equipment used, waste quantities and disposal documentation, retained-property handoff information when applicable, and any unresolved hazards. Invoices shall identify the assignment and applicable Purchase Order and show the approved rates, quantities, and charges.

- 4.11. Proposed Approach and Qualifications:** Proposers shall provide a brief, practical description of how they will carry out Sections 4.3 through 4.10, from receiving a request through final disposal and completion. Include relevant cleanup and biohazard experience, worker training, available crews and equipment, the proposed supervisor and backup contact, any subcontractors, and service limitations. Explain how staffing and equipment will be adjusted for small and large assignments.

Clear descriptions of actual field practices are preferred. The City will consider the proposed approach, qualifications, response capability, and pricing under the evaluation criteria stated elsewhere in this RFP.

4.12. Special Conditions/Provisions:

4.12.1. Questions Regarding the Solicitation Process or the Scope of Services:

All questions related to this solicitation, including the procurement process, scope of Services, or Contract terms, shall be directed in writing to:

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

No communication is to be directed to any other City personnel. Unauthorized contact may result in the disqualification of the Proposer.

4.12.2. Budget and Service Demand: The City will not disclose its budget or historical expenditures as part of this Solicitation. Proposers shall submit competitive, all-inclusive pricing in accordance with the Scope of Services and the Pricing Schedule.

The frequency, size, and complexity of assignments will vary. Services will be authorized as needed, with consideration given to public health and safety, site conditions, operational priorities, and responsible use of available funds. The City does not guarantee a minimum quantity of Services, number of assignments, or annual expenditure.

The City will establish a not-to-exceed (NTE) funding limit for each calendar year and communicate the applicable authorization to each awarded Contractor, including any service category limits. The Contractor shall track charges against its authorization and promptly notify the City's Project Manager when anticipated charges may exceed the remaining balance. The Contractor shall not exceed the authorized amount without a written increase approved in accordance with the Contract Documents.

Funding for each calendar year, including renewal terms, is subject to appropriation by the Grand Junction City Council. Annual funding authorizations do not change the firm rates established in the Contract.

4.12.3. Fee Proposal Requirements: Proposers shall complete Exhibit 1 – Fee Proposal, also available separately as Attachment B, for each service category offered, using the City's designated billing units.

Proposers shall identify rate inclusions, minimum charges, equipment-day duration, partial-day billing, and whether equipment rates include an operator.

Supplemental Pricing: Proposers shall submit a supplemental pricing sheet identifying any proposed Services, equipment, or charges not covered by the City's pricing schedule. This may include specialized towing or recovery equipment, winching, additional operators, storage, special handling, or after-hours, standby, and cancellation charges. For each item, state:

- The Service, equipment, or charge.
- The billing unit and all-inclusive rate.
- Any minimum charge and the conditions under which it applies.
- What is included and how the item differs from items already listed in the City's pricing schedule.

Enter "None" if no additional pricing is proposed. Supplemental pricing shall not replace or conflict with the City's pricing schedule. Only items identified for scoring in Section 6.0 and Exhibit 1 will be included in the formula-based Fee Proposal score.

Rate Inclusions and Restrictions: Each rate shall include all costs necessary to provide the identified item or Service, including applicable supervision, protective equipment, supplies, fuel, maintenance, administration, insurance, overhead, and profit. Costs included in one pricing item shall not be billed again under another item.

The City will not pay separate charges for mobilization, demobilization, travel, mileage, lodging, per diem, or driving time to or from Grand Junction, Colorado. These costs shall be included in the proposed rates. Authorized towing Services shall be billed as specified in Exhibit 1.

All proposed rates, including supplemental rates, shall remain firm for the initial Contract year and all renewal terms. No rate increases, escalation charges, or fuel surcharges will be permitted.

Authorization and Payment: Supplemental charges are subject to City acceptance and incorporation into the Contract. Listing a charge does not authorize its use. Charges shall apply only to City-authorized Services actually performed or circumstances expressly covered by an accepted Contract rate.

Services shall remain within the Contractor's annual NTE authorization and any assignment-specific limit established by the City. If conditions require additional Services, cost, or time, the Contractor shall notify the City and obtain written approval before proceeding. No unapproved fees or duplicate charges will be paid.

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

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

- 4.12.4. Contract:** The Contract shall become effective upon full execution by duly authorized representatives of both Parties and shall include the documents expressly incorporated into it. A Notice of Award alone does not authorize performance of the Services.

4.12.4.1. 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.

4.12.4.2. Except for increases to the annual NTE authorization permitted below, changes to the Contract shall follow the written Change Order or Contract Amendment requirements in Section 2.0 and be executed by duly authorized representatives of both Parties before the changes take effect. No verbal agreement or informal communication shall modify the Contract

4.12.4.3. The City may increase the Contractor's annual not-to-exceed (NTE) authorization through a fully approved revised Purchase Order issued to the Contractor, provided the increase does not change the Scope of Services, Contract rates, Contract term, or other Contract requirements. A separate Change Order or Contract Amendment is not required solely for this increase.

4.13. Project Manager: The City's Project Manager, or authorized designee, shall serve as the primary operational contact for the Services, including assignment coordination, scheduling, site access, review of required documentation, and acceptance of completed Services.

Unless otherwise directed in writing by the City, the Contractor shall direct assignment-related communications and submittals to:

Commander Stan Ancell
Grand Junction Police Department
City of Grand Junction
555 Ute Avenue
Grand Junction, CO. 81501

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

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 Contract Administrator is authorized to act on behalf of the City only with respect to contractual matters and does not have authority over technical direction, operational oversight, or acceptance of Services or deliverables.

Technical oversight, day-to-day coordination, and acceptance of Services shall be the responsibility of the City's designated Project Manager.

- 4.15. Contract Term and Renewal:** The Contract shall become effective upon full execution by both Parties. Services under the Contract shall commence on **January 1, 2027**, following expiration of the City's current contract on December 31, 2026, and shall continue through **December 31, 2027**, unless earlier terminated in accordance with the Contract Documents. Execution before January 1, 2027, does not authorize the Contractor to begin billable Services before that date. The City may renew the Contract for up to three (3) additional one-year terms, subject to:

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

Each renewal shall be governed by the same terms, conditions, specifications, and requirements of the Contract, unless modified by a fully executed written Contract Amendment. All fees, rates, and pricing shall remain firm and fixed throughout the initial service term and all renewal terms. No adjustments, escalators, surcharges, tariffs, or other price increases shall be permitted.

To comply with internal financial and procurement system requirements, the City will issue a new contract number for each renewal term. Each renewal shall be executed through DocuSign or another City-approved method after a fully approved City Purchase Order is in place. Administrative renumbering does not create a new procurement, require renegotiation, or alter the pricing, obligations, or terms of the Contract.

4.16. Attachments

The following documents accompany this Solicitation. Proposers may use these links to complete and submit the required forms with their proposals.

- **Attachment A:** [Section 7.0. Solicitation Response Form, including Subcontractor Disclosure Form](#)
- **Attachment B:** [Exhibit 1 – Fee Proposal and Pricing Schedule](#)

4.17. Reference Resources

The following City resources are provided for general background and to assist Proposers in understanding the community and the anticipated service area.

- [City GIS Maps](#)
- [Grand Junction Police Department – Community Resource Unit](#)
- [Unhoused Needs Assessment](#)

Photographs from past cleanup assignments are provided in Exhibit 2.

These resources do not establish assignment locations, quantities, or frequency, nor do they modify the requirements of this Solicitation. All solicitation questions shall be submitted to the designated Purchasing representative in accordance with the inquiry procedures.

4.18. Tentative Calendar of Events

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – Rocky Mountain E-Purchasing System (RMEPS)	October 12, 2026
Inquiry Deadline All questions regarding this Solicitation must be submitted no later than 5:00 p.m. MDT	October 23, 2026
Final Addendum Issued (if applicable)	October 27, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only, prior to 1:00 p.m. MST.	November 10, 2026
Independent Evaluation of Proposals Internal review by City-appointed Evaluation Committee.	November 10-19, 2026
Interviews (if required) By invitation only; may be conducted virtually or in person. Tentative interview schedule and time blocks: - December 2, 2026 (8:00 a.m. – 5:00 p.m. MST) - December 3, 2026 (8:00 a.m. – 5:00 p.m. MST)	December 2-3, 2026
Notice of Intent to Award (Tentative) Subject to completion of evaluation, interviews, and any required negotiations.	December 15, 2026
Contract Execution Contingent upon all required City approvals.	December 18, 2026
Services Begin	January 1, 2027

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.

Section 5.0: Preparation and Submittal of Proposals

5.1. Submission Requirements

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

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

- The platform offers both free basic registration and paid subscription options. Free registration may require up to twenty-four (24) hours for activation; Proposers are encouraged to register and 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. Each Proposer is solely responsible for ensuring the successful and timely electronic submission of its Proposal.
 - Technical assistance regarding the BidNet® system must be obtained directly from BidNet® at (800) 835-4603, Vendor Support Option 2, 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, fully searchable PDF document, organized in the same order as the requirements in this Section. Proposers shall clearly identify the service category or categories offered.

Information designated confidential shall be submitted separately as required by the Open Records and Confidential Material provision. Narrative content submitted separately remains subject to the combined fifteen (15) page narrative limit.

The proposal narrative shall not exceed fifteen (15) pages. Concise, direct responses are encouraged; Proposers are not required to use the full-page allowance.

For the purposes of this limitation:

- Each PDF page counts as one (1) page and shall be no larger than 8.5 inches by 11 inches.
- The limit includes the cover letter, executive summary, personnel qualifications, graphics, charts, tables, and supplemental narrative materials.
- Text and graphics shall be legible.

The following are excluded from the page limit:

- Table of Contents
- Section dividers containing no substantive proposal content.
- Completed Fee Proposal, including the City's Pricing Schedule and supplemental pricing sheets.
- Completed Solicitation Response Form (Section 7.0), also available separately as Attachment A in Section 4.15.
- Completed Subcontractor Disclosure Form.

Excluded documents shall not be used to provide additional narrative responses to the evaluation criteria. Narrative pages exceeding the page limit may not be reviewed or considered during evaluation.

5.3. Cover Letter

Proposers shall submit a brief cover letter that includes:

- The Proposer's legal business name and service category or categories offered.
- A summary of relevant experience, capacity, and understanding of the City's needs.
- The primary contact's name, title, phone number, and email address.
- The signature, printed name, and title of the representative authorized to bind the Proposer.

If the signer's authority is delegated, include an owner-signed authorization letter or Statement of Authority confirming that authority. One copy is sufficient to satisfy this requirement and the corresponding requirement in the Solicitation Response Form.

Submission of a proposal confirms acceptance of the Solicitation's requirements, except for exceptions expressly identified in accordance with the Exceptions to Terms and Conditions provision.

5.4. Solicitation Response Form

The Proposer shall complete, date, sign, and submit the Solicitation Response Form (Section 7.0), also available separately as Attachment A in Section 4.15. Submit the completed forms with the proposal; do not resubmit the entire Solicitation. Any requested exceptions shall be submitted in accordance with Section 5.5

5.5. Exceptions to Terms and Conditions

The Proposer shall clearly identify any exception to the requirements, terms, or conditions of this Solicitation in a single, consolidated section of the Proposal titled "Exceptions." Each exception shall reference the applicable section number and clearly describe the proposed modification. The Proposer shall not submit a redlined version of

the complete Solicitation. Any exception not clearly identified in this section may be deemed waived. The City reserves the right to accept or reject any requested exception, in whole or in part, or to require withdrawal of an exception as a condition of award.

5.6. Fee Proposal Submittal Requirements

Proposers shall complete and submit **Exhibit 1 – Fee Proposal**, also available separately as **Attachment B**, for each service category offered. Fee Proposals will be evaluated in accordance with Section 6.0.

Proposers shall submit supplemental pricing for any proposed Services, equipment, or charges not covered by the City's pricing schedule, as required by Section 4.0. Enter "None" if no additional pricing is proposed. Supplemental sheets shall not replace or conflict with Exhibit 1.

The completed Fee Proposal and any supplemental pricing sheets shall be included in the proposal PDF and are excluded from the fifteen (15) page narrative limit.

Proposers shall also complete and submit the **Solicitation Response Form and Subcontractor Disclosure Form in Section 7.0**, available separately as **Attachment A**.

5.7. Relevant Experience, Qualifications, and References

Briefly describe the Proposer's experience in each service category offered, including encampment cleanup, biohazard remediation, abandoned vehicle, trailer, or motorhome removal, or comparable Services. Identify relevant qualifications, training, licenses, and certifications of proposed supervisors, key personnel, and subcontractors.

Provide three (3) references for comparable Services performed within the past five (5) years. Ongoing on-call contracts may be included. References shall collectively demonstrate experience relevant to the service categories offered; three references per category are not required. Municipal experience is preferred but not required.

For each referenced project, provide:

- Client or organization name.
- Contact name, title, phone number, and email address.
- Brief description of the Services, including size, frequency, and complexity of assignments.
- Service dates and whether the contract is on call, ongoing, or completed.
- Proposed key personnel or subcontractors who participated.
- A brief example of a significant challenge and how it was resolved, if applicable.

5.8. Understanding and Proposed Approach

Proposers shall provide a practical plan describing how they will perform the Services identified in Section 4.0 for each service category offered. Concise descriptions of actual procedures, resources, and response capabilities are encouraged. The plan shall address:

- **Service Delivery:** Describe how assignments will be assessed, staffed, performed, and completed, including equipment selection, access to difficult sites, hauling, and disposal. For abandoned vehicle, trailer, and motorhome removal, describe towing, recovery, and demolition, as applicable.
- **Safety and Property Protection:** Explain procedures for protecting workers, the public, personal belongings, City property, and the environment; handling sharps, biohazards, and other materials requiring special disposal; and addressing unexpected or unsafe conditions.
- **City Coordination:** Describe communication with GJPD and the City's Project Manager, including confirmation of assignment limits and site release, progress updates, questions concerning personal property, and approval of changes before proceeding.
- **Completion and Documentation:** Describe how the Proposer will verify satisfactory completion and provide required photographs, disposal records, labor and equipment usage, and accurate invoices.
- **Readiness and Cost Control:** Explain how the Proposer will be ready to begin Services on January 1, 2027, and manage assignments efficiently while maintaining safety and quality and staying within authorized funding limits.

5.9. Staffing, Equipment, and Response Time

For each service category offered, Proposers shall describe:

- **Staffing:** Available crew sizes, designated supervisor and primary contact, personnel availability, and proposed subcontractor roles.
- **Crew Base and Dispatch:** Identify the city and state where the assigned crews are normally based and the location from which crews and equipment will be dispatched for Grand Junction assignments. Identify any proposed staging location.
- **Equipment:** Equipment and transportation available for the Services, including capabilities for difficult-access sites and reliance on rented or subcontracted equipment.

- **Response Times:** Normal operating hours, after-hours availability, and proposed times to acknowledge requests and arrive on site ready to perform routine and urgent assignments.
- **Service Capacity:** How crews and equipment will be deployed to Grand Junction, including backup resources for simultaneous assignments, staffing shortages, or equipment failures.

Proposers shall confirm readiness to begin Services on January 1, 2027. Base and dispatch locations are requested to assess the feasibility of proposed response times. No preference will be given based on business location.

5.10. Legal Proceedings and Litigation

The Proposer shall disclose any pending litigation, regulatory action, or administrative proceeding, and any such matter concluded within the past five (5) years, that could reasonably affect the Proposer's ability to perform the Services or materially relates to the Services required under this Solicitation. For each matter, provide a brief description of the underlying issue and its current status or outcome. If none, state "None."

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 proposals based on responsiveness, relevant experience and qualifications, proposed approach, staffing, equipment, response capability, and pricing.

The evaluation process is intended to identify the Proposer or combination of Proposers that best meet the City's needs. The City may make a single award, designate primary and secondary Contractors, or split the award among Contractors for designated portions of the Services.

6.2. Evaluation Summary

Proposals will be evaluated and ranked according to the criteria and weights set forth in this Section. The City reserves the right to:

- Accept or reject any proposal, or any portion thereof.
- Waive informalities or minor irregularities that do not materially affect the proposal or competitive process.
- Consider relevant past performance, including work performed for the City or other clients.
- Request clarification or supporting information.
- Conduct reference checks and interviews, if needed.
- Make one or more awards, or no award, in the City's best interest.

The City will apply the published evaluation criteria consistently. The lowest-priced proposal will not necessarily receive an award.

6.3. Scoring Criteria

Qualitative criteria will account for eighty percent (80%) of the total evaluation score, and the Fee Proposal will account for twenty percent (20%).

Each Evaluation Committee member will independently score each qualitative criterion on a scale of one (1) to ten (10), where:

- 1 represents an unsatisfactory response that fails to demonstrate the ability to meet the applicable requirements.
- 10 represents an exceptional response that fully meets or exceeds the applicable requirements.

Each raw score will be multiplied by the applicable criterion weight. The resulting weighted category scores will be added to determine each evaluator's total qualitative score for the Proposer.

Scoring does not replace the initial review for compliance with mandatory requirements. A proposal that fails to meet a mandatory requirement may be rejected regardless of its potential score.

6.3.1. Evaluation Criteria and Weighted Values – Qualitative – 80%

The following qualitative criteria apply separately to each service category offered. Proposers will be evaluated only for the categories they offer.

Evaluation Category	Weight	Description
Responsiveness to RFP Requirements	5%	The extent to which the proposal is complete, clearly addresses the RFP requirements, and provides the requested information, forms, and disclosures. Follow Section 5.0.
Relevant Experience, Qualifications, and References	20%	The Proposer's demonstrated experience performing Services relevant to the category offered, including encampment cleanup, biohazard remediation, or abandoned vehicle, trailer, and motorhome towing, recovery, demolition, and disposal. Evaluation will consider comparable assignments, references, personnel qualifications and training, and proposed subcontractors.
Understanding and Proposed Approach	30%	The practicality of the Proposer's approach to the offered service category, including assessment, City coordination, safety, property protection, hauling, disposal, and completion documentation. Evaluation will consider cleanup and biohazard handling or vehicle recovery, towing, demolition, and disposal, as applicable, and procedures for unexpected conditions.
Staffing, Equipment, and Response Time	25%	The Proposer's demonstrated ability to provide sufficient crews, supervision, equipment, and transportation to perform assignments in Grand Junction within its proposed response times. Evaluation will consider routine and urgent mobilization commitments, hours of operation, after-hours availability, difficult-access capabilities, and backup resources for competing assignments or staff shortages. No preference will be given based on business location. Evaluation will focus

		on the Proposer's demonstrated ability to perform the Services and meet its response commitments.
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No preference will be given based on business location. Evaluation will consider the Proposer's demonstrated ability to perform the Services in Grand Junction and meet its proposed response commitments.

Optional or value-added elements may be considered only in accordance with the applicable published criteria and will not receive separate points.

6.3.2. Score Normalization and Final Composite Score

City will average the evaluators' total weighted qualitative scores to determine each Proposer's aggregate qualitative score.

The highest aggregate qualitative score will receive the maximum available eighty (80) qualitative points. Other Proposers' scores will be adjusted proportionally using the following formula:

Normalized Qualitative Score = (Proposer's Aggregate Qualitative Score ÷ Highest Aggregate Qualitative Score) × 80

The City will add the formula-based Fee Score calculated under Section 6.3.3 to determine each Proposer's Final Composite Score:

Final Composite Score = Normalized Qualitative Score + Fee Score

The maximum Final Composite Score is one hundred (100) points. Calculations will retain full precision, with final scores rounded to two decimal places.

6.3.3. Fee Proposal – 20% Formula-Based Scoring

For fee evaluation, the City will reduce the Total Evaluated Price by any prompt payment discount offered in the Solicitation Response Form that allows at least ten (10) calendar days for payment following receipt of a complete and compliant invoice. Proposers shall identify any limitations on the discount; otherwise, it will apply to all scored charges in each category offered. Discounts allowing fewer than ten (10) calendar days will not be evaluated. Offering a discount does not obligate the City to make early payment.

Proposers shall complete Exhibit 1 – Fee Proposal, also available separately as Attachment B, for each service category offered. Proposers may submit for either or both categories. Supplemental pricing sheets may explain pricing; however, pricing sheets shall not replace or conflict with the City's pricing schedule.

The City will calculate a **Total Evaluated Price** separately for each category:

- **Encampment Cleanup and Biohazard Remediation:** The City will calculate the Total Evaluated Price by adding the proposed unit rates in the Labor, Equipment,

and Disposal Rates table in Exhibit 1, using one (1) of each stated billing unit. The towing rate and supplemental pricing items will not be included in this category's formula-based score. Towing will be evaluated under the Abandoned Vehicle, Trailer, and Motorhome Removal category.

- **Abandoned Vehicle, Trailer, and Motorhome Removal:** For each of the three examples in Exhibit 1, the Proposer's estimated towing hours will be multiplied by its proposed hourly towing rate, then added to its demolition/disposal fee. The combined total for the three examples will constitute the Total Evaluated Price.

All Proposers shall use the same City-established descriptions and assumptions within each category. Estimated towing hours may vary based on the Proposer's equipment and approach, which shall include any minimum billable hours and be sufficient to complete the described towing Services.

Fee Score = (Lowest Total Evaluated Price ÷ Proposer's Total Evaluated Price) × 20

The eligible proposal with the lowest Total Evaluated Price within each category will receive twenty (20) points. Other eligible proposals will receive proportionate scores.

Proposers shall complete all required entries for the categories offered, use the specified billing units, identify rate inclusions and minimum charges, and avoid duplicate charges. Separate mobilization, demobilization, travel, mileage, lodging, per diem, or driving-time charges to or from Grand Junction will not be accepted.

Blank entries will not be interpreted as zero or included. Proposers shall enter "\$0—Included" and identify the applicable pricing item when a cost is included elsewhere, or "\$0—No Charge" when offered at no additional charge.

The City may request clarification of incomplete, inconsistent, or apparently unbalanced pricing, including the basis for estimated towing hours. Material omissions, unauthorized qualifications, or failure to follow pricing instructions may result in rejection. Fee points will be determined by the published formula without discretionary point deductions.

Each category will be evaluated separately using **80% qualitative scoring and 20% fee scoring**. Qualitative normalization and fee scoring will use only proposals eligible for consideration within that category.

Evaluation quantities and examples are solely for proposal comparison and do not guarantee assignments, hours, quantities, or expenditures. Payment shall be based on City-authorized Services and the applicable Contract rates or approved assignment quote.

6.4. Compliance Review and Shortlisting

The City will first review proposals for compliance with mandatory requirements. The Purchasing Agent may request written clarification to resolve minor ambiguities or verify information. Clarifications shall not permit material changes to a proposal outside an authorized negotiation or Best and Final Offer process.

The Evaluation Committee will score eligible proposals in accordance with Section 6.3. Scores will be compiled into a consolidated Evaluation Matrix to establish rankings and identify Proposers for further consideration.

The City may proceed directly to negotiations or award, or may establish a shortlist for reference checks, interviews, or presentations. The City is not required to conduct interviews.

6.5. Experience and Reference Checks

The City may conduct reference checks for one or more Proposers under consideration to verify qualifications, past performance, and reliability. Reference checks may address:

- Performance on comparable assignments in the service category offered.
- Ability to meet mobilization commitments and completion schedules.
- Safety practices and handling of materials requiring special disposal.
- Adherence to approved costs and Contract requirements.
- Communication, follow-through, 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 shortlisted Proposers 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 Services.

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 may be used to clarify the Proposer's approach to each service category offered, safety practices, key personnel, available equipment, mobilization commitments, backup resources, and coordination with GJPD. Interviews will not receive separate points or change the qualitative scores.

Participation in an interview or presentation does not guarantee an award.

6.7. Negotiations

The City may negotiate with the highest-ranked Proposer for the Services or service group under consideration. If negotiations are unsuccessful, the City may formally conclude those negotiations and proceed to the next-highest-ranked Proposer for that award.

If the City elects to make primary and secondary awards, successful negotiations with the primary Contractor will not prevent the City from negotiating with the next-highest-ranked qualified Proposer for a secondary award. For a split award, negotiations may be conducted with the highest-ranked Proposer for each designated service group.

Negotiations may address:

- Scope, work methods, staffing, equipment, and response commitments.
- Pricing included costs and requests for Best and Final Offers.
- Primary and secondary responsibilities or allocation of Services.
- Other terms necessary to finalize the Contract.

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

Any request for a Best and Final Offer will identify the permitted revisions, submission deadline, and how revised proposals will be evaluated under the published criteria. Negotiations do not guarantee an award.

6.8. Award and Assignment of Work

The City may award all Services to one Contractor, designate primary and secondary Contractors, or split the award among Contractors for designated service groups. Award decisions will consider the final rankings, demonstrated capabilities, negotiated terms, and the City's service needs.

Primary and Secondary Awards: The primary Contractor will ordinarily receive the first opportunity to perform assignments within its awarded scope. The City may assign work to the secondary Contractor when the primary Contractor is unavailable, cannot meet the required schedule, lacks the necessary resources or specialized capability, or when simultaneous assignments or documented performance concerns require another Contractor.

Split Awards: The City may award designated service groups to different Contractors based on the evaluation applicable to each group. The resulting Contracts will identify each Contractor's awarded Services and any primary or secondary designation.

For each assignment, the City will confirm the authorized Services, schedule, applicable Contract rates, and any assignment-specific funding limit. Contractors shall coordinate, if applicable, when an assignment involves more than one awarded Contractor.

An award does not guarantee a minimum number of assignments, hours, quantities, expenditures, or an equal distribution of work. The City may reject any or all proposals or decline to make an award.

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

- Award the Contract in whole or in part or make multiple awards if deemed in the City's best interest, including designating primary and secondary Contractor.
- 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.

Award recommendations are subject to approval by the appropriate City authority.

6.9. Contract Execution

Each selected Proposer shall execute the Contract within the timeframe specified by the City and satisfy all required conditions of award. Failure to do so may result in withdrawal of the award and consideration of the next-highest-ranked qualified Proposer for the applicable Services, or cancellation of all or part of the solicitation.

Each award is contingent upon the availability of funding, required approvals, and agreement on final Contract terms. No Services shall begin without City authorization.

6.10. Notice of Intent to Award and Protest Procedures

The City may issue a Notice of Intent to Award before executing the Contract.

Award protests shall be submitted in writing within a specified timeframe following the announcement of an award and shall comply with the requirements and procedures in the City's [Procurement Policy](#).

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Section 7.0. Solicitation Response Form

RFP-5996-26-KF “On-Call Encampment Cleanup, Biohazard Remediation, and Abandoned Vehicle Removal Services”

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

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

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

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

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

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

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

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

- The prices in the Proposal have not been knowingly disclosed to any other Proposer and will not be disclosed before the award.
- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Proposal in a manner that restricts competition.
- The individual signing the Proposal is a duly authorized agent of the Proposer and has the legal authority to bind the Proposer to all representations, supporting documentation, and fees/prices provided in the Proposal.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. The City's tax-exempt identification number is **98-903544**. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices
- The City of Grand Junction's payment terms are Net 30 calendar days from receipt of a complete and approved invoice.

- A prompt payment discount of _____ percent (%) of the net invoice amount will be offered to the City if the invoice is paid within _____ calendar days following receipt of a complete and compliant invoice. The City may consider such a discount in determining the award, provided the discount period is at least ten (10) calendar days (Net 10).

Receipt Of Addenda

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

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

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

Proposer Information and Authorization

If the signer's authority is delegated, include an owner-signed authorization letter or Statement of Authority confirming the signer's authority to bind the Proposer.

Legal Business Name: _____

d/b/a/Trade Name, if applicable: _____

Identify the legal entity submitting the proposal. Do not submit a W-9 with the proposal; the City will request it from selected Proposers before Contract execution.

Authorized Representative's Name: _____

Title: _____

Signature: _____

Date: _____

Telephone Number: _____

Email Address: _____

Business Address: _____

City, State, ZIP Code: _____

Subcontractor Disclosure

The Proposer shall identify all proposed subcontractors in the Subcontractor Disclosure Form, including each subcontractor's business name, assigned Services, and relevant qualifications, licenses, and certifications. If no subcontractors are proposed, indicate "None."

The City may evaluate the qualifications, experience, capacity, and past performance of proposed subcontractors and may reject any subcontractor deemed unqualified to perform the assigned Services.

The Contractor shall remain fully responsible for all subcontracted Services and the acts and omissions of its subcontractors and their personnel. Use of subcontractors shall not relieve the Contractor of any obligation or liability under the Contract.

Following the award, the Contractor shall not substitute or add subcontractors without the City's prior written approval. The Contractor shall ensure that each subcontractor obtains and maintains all credentials required for its assigned Services.

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

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 requirements, confidentiality obligations, insurance requirements, and safety obligations.

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Section 8.0. Appendices

Exhibit 1 – Fee Proposal

Complete the pricing applicable to the service category offered. A separate copy of this Fee Proposal is available as **Attachment B: [Exhibit 1 – Fee Proposal and Pricing Schedule](#)**. Include the completed Fee Proposal with the proposal submission.

Submit a supplemental pricing sheet for proposed Services, equipment, or charges not listed in this Exhibit. For each item, state the billing unit, all-inclusive rate, minimum charge, inclusions, and conditions of use. Enter “None” if no additional pricing is proposed. Supplemental pricing shall not replace or conflict with this Exhibit and is subject to City acceptance and incorporation into the Contract. Supplemental pricing is excluded from the formula-based fee score.

All rates shall comply with Section 4.0, include the costs necessary to provide the identified Services, and remain firm throughout the initial Contract year and all renewal terms. The City will not pay separate mobilization, demobilization, travel, mileage, lodging, per diem, or driving-time charges to or from Grand Junction, Colorado. No duplicate charges will be paid.

A. Labor, Equipment, and Disposal Rates

For the cleanup fee evaluation, the City will add the proposed rates below using one (1) of each stated billing unit, excluding towing. Proposers are not required to calculate extended prices. Supplemental pricing items are excluded from the formula-based score. Evaluation quantities do not guarantee purchases or represent an anticipated assignment.

Item	Billing Unit	Proposed Rate
Cleanup labor, including required safety equipment and personal protective equipment.	Per Worker-hour	\$ _____
General refuse landfill/dump fee	Per Ton (2,000 pounds)	\$ _____
Diesel truck Identify type and capacity: _____	Per Day	\$ _____
Track skid loader with grapple bucket	Per Day	\$ _____

Item Continued	Billing Unit	Proposed Rate
Four-wheeler with trailer	Per Day	\$ _____
Dump trailer— Identify capacity: _____	Per Day	\$ _____
Roll-off container— Identify size: _____	Per Day	\$ _____
Mattress disposal	Per Mattress	\$ _____
Box spring disposal	Per box spring	\$ _____
Towing, including tow vehicle and operator	Per Hour	\$ _____
Biohazardous waste disposal— Identify materials covered: _____	Per Pound	\$ _____
Hazardous waste disposal— Identify materials covered: _____	Per Pound	\$ _____
Electronic waste disposal	Per Pound	\$ _____

Labor shall be billed for actual time worked on City-authorized assignments. Travel or commuting time to and from Grand Junction is not billable. Towing time shall be limited to actual City-authorized towing Services, excluding travel to the assignment and return travel after completion.

Equipment rates shall include delivery to and removal from the assignment location, fuel, maintenance, and required attachments. Equipment operators shall be billed under the hourly labor rate unless expressly included in the equipment rate. The towing rate shall include the operator, with no separate labor charge for that operator.

Disposal rates shall include applicable facility charges and waste-handling fees. Weight-based charges shall be supported by disposal receipts or weight tickets. Items charged separately, such as mattresses, shall not also be charged under general refuse disposal.

The Proposer shall identify:

- The number of hours included in an equipment day and how partial days are billed.
- Any minimum labor, equipment, towing, or disposal charges.
- Whether equipment rates include an operator.
- Any different labor rates for urgent, after-hours, weekend, or holiday assignments. If none are stated, the listed labor rate shall apply.

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B. Abandoned Vehicle, Trailer, and Motorhome Towing, Demolition, and Disposal

For each unit below, provide the estimated towing hours, hourly towing rate, and an all-inclusive demolition/disposal fee. Estimated towing hours shall include hookup, loading, transport, and unloading, including any minimum billable hours. Travel to the assignment and return travel after completion are not billable.

Unit Description	Estimated Towing Hours	Hourly Towing Rate—Vehicle and Operator Included	Demolition/Disposal Fee per Unit	Total Evaluated Price
1999 Coleman Fleetwood Niagara pop-up trailer; assumed overall length: 19 feet (closed for towing); loaded towing distance: 15.6 miles.	_____	\$ _____	\$ _____	\$ _____
1986 GMC Suncrest motorhome; assumed overall length: 30 feet; loaded towing distance: 11.8 miles.	_____	\$ _____	\$ _____	\$ _____
1987 Ford Econoline 350 Tioga Arrow motorhome; assumed overall length: 25 feet; loaded towing distance: 14.3 miles.	_____	\$ _____	\$ _____	\$ _____
Combined Total Evaluated Price				\$ _____

Total Evaluated Price = (Estimated Towing Hours × Hourly Towing Rate) + Demolition/Disposal Fee.

For pricing purposes, assume each unit is nonoperational, has no keys, is accessible to towing equipment, and requires no extraordinary recovery, storage, or specialized contamination remediation.

The hourly towing rate shall include the tow vehicle, operator, and necessary towing equipment. The demolition/disposal fee shall include all labor, equipment, handling, hauling, and disposal necessary to complete those Services. No duplicate charges or separate mobilization, demobilization, travel, mileage, or fuel surcharges will be paid.

Proposers shall identify the equipment proposed and briefly explain the estimated towing hours for each unit. Estimates shall be sufficient to complete the described Services.

The combined total will be included in the formula-based Fee Proposal score for the applicable service category. These examples are for evaluation purposes and do not guarantee assignments. Actual assignments require City authorization and shall be billed in accordance with the Contract.

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Exhibit 2 – Photographs of Past Encampment Cleanup Assignments

The following photographs show conditions encountered during past City encampment cleanup assignments. They are provided to assist Proposers in understanding the types of sites, debris, access limitations, and cleanup needs that may be encountered during the performance of the Services.

The photographs do not represent scheduled assignments, show every potential condition, or establish guaranteed quantities or frequency of Services. Actual conditions and requirements will vary by assignment. The City will identify the authorized Services and site-specific requirements when assigning Services.



- **Site type:** River corridor
- **Conditions shown:** Accumulated trash, debris, bulky items, and limited access.



- **Site type:** River corridor
- **Conditions shown:** Debris, bulky items, limited access.



- **Conditions shown:** Accumulated trash, debris, and bulky items.



- **Site type:** Near 5th Street Bridge
- **Conditions shown:** Accumulated trash, debris, and limited access.



- **Site type:** Near 5th Street Bridge
- **Conditions shown:** Accumulated trash, debris, and limited access.



- **Site type:** Near 5th Street Bridge
- **Conditions shown:** Debris, limited access.



- **Conditions shown:** Accumulated trash, debris, and bulky items.



- **Conditions shown:** Accumulated trash, debris, and bulky items.



- **Site type:** Beneath or adjacent to roadway structure; exact location unconfirmed.
- **Conditions shown:** Accumulated trash, debris.