



**Request for Proposal
RFP-5252-23-KH**

**E-bike Partner for E-bike to Work Ownership
Program**

RESPONSES DUE:

May 24, 2023 prior to 2:00 PM

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System
(RMEPS)**

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

NOTE: All City solicitation openings will be held virtually.

PURCHASING REPRESENTATIVE:

Kassy Hackett, Buyer

kassyh@gjcity.org

970/244-1546

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

NOTE: It is the Firm's responsibility to read and review all solicitation documentation in its entirety, and to ensure that they have a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is to be directed to the Purchasing Agent

Kassy Hackett, Buyer
kassyh@gjcity.org

With the exception of Pre-Proposal or Site Visit Meeting(s) all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed in writing to the Purchasing Agent. Other communication may result in disqualification.

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified Firms to establish an e-bike to Work Program administered through cooperation between the City and the Proposer.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Compliance:** All Offerors, by submitting a proposal, agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.
- 1.5 Procurement Process:** The most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contracting.
- 1.6 Submission:** See section 5.0 for Preparation and Submittal Terms. Proposals be formatted as directed in Section 5.0. Submittals that fail to follow this format may be ruled non-responsive. To participate in the solicitation opening, please utilize the following information and link:

Solicitation Opening, E-bike Partner for E-bike to Work Ownership Program RFP-5252-23-KH
May 24, 2023, 3:00 – 3:30 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/577467757>

You can also dial in using your phone.
Access Code: 577-467-757
United States: +1 (646) 749-3122
- One-touch: tel:+16467493122,,577467757#

Join from a video-conferencing room or system.
Meeting ID: 577-467-757
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Or dial directly: 577467757@67.217.95.2 or 67.217.95.2##577467757

Get the app now and be ready when your first meeting starts:
<https://meet.goto.com/install>

- 1.7 **Altering Proposals:** Any alterations made prior to opening date and time must be initiated by the Offeror. Proposals may not be altered or amended after submission deadline.
- 1.8 **Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award.
- 1.9 **Acceptance of Proposal Content:** The selected proposal shall become contract documents. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations. When a contract is executed by and between the Offeror and the City, the Offeror may be referred to as the Consultant or Firm.
- 1.10 **Addenda:** All questions shall be submitted in writing to the Purchasing Agent. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Purchasing Agent. Sole authority to authorize addenda shall be vested in the Purchasing Agent. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in the proposal.
- 1.11 **Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. An Offeror taking exception to the specifications does so at the Offeror's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state any exception(s) in the section to which the exception(s) pertains. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates that the Offeror has not taken exceptions, and if awarded a Contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of the proposal and contract documents.
- 1.12 **Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **"Proprietary or Confidential Information"** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly

identified with the words “**Confidential Disclosure**” and uploaded as a separate document may establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with CORA, the request shall be reviewed decided by the Owner. If denied, the Offeror shall have the opportunity to withdraw its proposal, or to remove the confidential or proprietary information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.

1.13 Response Material Ownership: All proposals become the property of the Owner upon receipt and may only be returned to the Offeror at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled “Confidential Material”. Disqualification of a proposal does not eliminate the City's right.

1.14 Minimal Standards for Responsible Prospective Offerors: The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following requirements.

- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

1.15 Open Records: Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. All proposals shall be open for public inspection after the contract is awarded.

1.16 Sales Tax: The Owner is exempt from the State, County, and Municipal Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

1.17 Public Opening: Proposals shall be opened in a virtual meeting immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the name(s) and business address of the Offeror(s) will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer which shall be acknowledged by the Offeror on the Letter of Interest or Cover Letter. The Offeror must be legally authorized to execute Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal the Offeror accepts all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the Contract, the Firm represents that it has familiarized itself with the local conditions under which the Services is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the Scope of Services as defined in the technical specifications and/or drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority, including the City, bearing on the performance of the Services. If the Firm observes that any of the Contract Documents are at variance in any respect, It shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Firm performs any Services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Services.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the services under a contract with the Firm.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the services under the Contract Documents. Upon receipt of written notice that the services are ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of services performed and materials placed in accordance with the Contract Documents. The services performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community. The services and services to be performed by Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- 2.6. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the

services, or in consequence of the non-execution thereof by the Firm, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.7. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.
- 2.8. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.9. Uncovering & Correction of Services:** The Firm shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming services under the above paragraphs shall be removed from the site where necessary and the services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.10. Acceptance Not Waiver:** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.12. Assignment:** The Firm shall not sell, assign, transfer or convey the Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing of the service and the fulfillment of the Service(s) for and on behalf of the public. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.14. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.

- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this Request for Proposal.
- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and Firm. The Contract represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Services proposed and/or performed by the Firm. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.19. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.20. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Firm, agrees to:
- 2.20.1. Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.20.2. In all solicitations or advertisements for employees placed by or on behalf of the Firm, that the Firm is an Equal Opportunity Employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ Service(s)er without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.

- 2.22. Ethics:** The Firm shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.23. Failure to Deliver:** In the event of failure of the Firm to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure services from other sources and hold the Firm responsible for any and all costs resulting in the purchase of additional services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.
- 2.24. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time in accordance with the terms thereof.
- 2.25. Force Majeure:** The Firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm, unless otherwise specified in the Contract.
- 2.26. Indemnification:** Firm shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Firm, or of any Firm's agent, employee, sub-Firm or supplier in the execution of, or performance under, any contract which may result from proposal award. Firm shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance.
- 2.27. Independent Firm:** The Firm shall be legally considered an independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.

- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Firm agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Firm for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Request for Proposal.
- 2.32. Governing Law:** Any agreement as a result of responding to this Request for Proposal shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.33. Expenses:** Expenses incurred in preparation, submission and presentation of a response to this Request for Proposal are the responsibility of the Firm and cannot be charged to the Owner.
- 2.34. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado Law as a defense to any action arising out of or under a Contract.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause.
- 2.36. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at its discretion, accept future proposals for the same service or commodities for participants in such collusion.
- 2.37. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Contract. If the Firm breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 2.38. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.
- 2.39. Benefit Claims:** The Owner shall not provide to the Firm any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

- 2.40. Default:** The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the Contract. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Firm.
- 2.41. Multiple Offers:** If an Offeror submits more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Offer". The Owner reserves the right to make award in the best interest of the Owner.
- 2.42. Definitions:**
- 2.42.1. "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
 - 2.42.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
 - 2.42.3. "City" is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term City means the City or its authorized representative. Based on such observations and the Firm's Application for Payment, the City will determine the amounts owing to the Firm and will issue Certificates for Payment in such amounts, as provided in the Contract. The City will have authority to reject Service(s) which does not conform to the Contract documents. Whenever, in his reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Firm to stop the Service(s) or any portion, or to require special inspection or testing of the Service(s), whether or not such Service(s) can be then be fabricated, installed, or completed. The City will not be responsible for the acts or omissions of the Firm, and sub-Firm, or any of their agents or employees, or any other persons performing any of the Service(s).
 - 2.42.4. "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission it may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence services without clarifying Drawings, Specifications, or Interpretations.
 - 2.42.5. "Sub-Contractor is a person or organization who has a direct contract with the Firm to perform any of the services at the site. The term Sub-Contractor is referred to throughout the contract documents and means a Sub-Contractor or his authorized representative.
- 2.43. Public Disclosure Record:** If the Offeror has knowledge of its employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy 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 severability of interests provision.

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

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

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

THREE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the City against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Firm's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

- 3.2 Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the Grand Junction, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General:** The City of Grand Junction (“City”) is seeking proposals from qualified firms to establish a term contract for an e-bike to Work Program administered through cooperation between the City and the Proposer.

The City seeks to award a term contract for a commuter e-bike ownership Program to the Proposer that can best provide e-bikes, specified safety and security accessories to accompany each e-bike, new-rider trainings for Participants, and a minimum of one tune-up over the contract term.

The term of the contract will be for a one (1)-year period, beginning from the date of e-bike distribution to Program participants (planned mid-June 2023).

- 4.2. Specifications/Scope of Services:** The City is seeking proposals from qualified and interested Proposers to provide and set up 40 commuter e-bikes for use by Program Participants, to provide two planned new-rider safety and training sessions for Program Participants to commence the Program, attend one mid-year engagement event, and to provide one tune-up per e-bike over the course of the Program year, beginning from the date of e-bike deployment.

4.2.1. Introduction: The City of Grand Junction seeks to establish an e-bike to Work ownership Program that would serve Participants who are employed or reside within either the Downtown Development Authority or Horizon Drive Business Improvement District and have incomes at or below 80% area median income (AMI). Employees in our retail establishments, food service, and hospitality sectors are essential workers in both business districts who typically make lower wages than the area median income. According to DOLA, 80% AMI in Mesa County for a household of four people is \$65,750. For three people, two people, or one person those numbers drop to \$59,200, \$52,600, and \$46,050 respectively. In both business districts targeted for this proposal, 45% of household incomes are at or below \$50,000.

As Participants commute to or from their place of employment in one of these Districts, having a reliable, convenient mode of transportation is imperative to their livelihoods. With on-road transportation being the number one producer of greenhouse gas emissions in the state of Colorado, enabling lower-AMI residents to access electric transportation modes is a top City priority.

This Program will be a collaboration between the City of Grand Junction, the Downtown Development Authority (DDA), the Horizon Drive Business Improvement District (BID), Housing Resources of Western Colorado, NREL’s OpenPATH software, and the

successful Proposer. While these organizations that already work with the targeted demographic groups will support outreach efforts, the City will lead the Program's administration, with the City's Sustainability Coordinator serving as the primary Program administrator.

Preference will be given to Proposers who can supply, set up, and maintain Momentum Lafree E+ e-bikes, Rad Power Bikes Rad City 5 Plus e-bikes, or other e-bike models created to similar manufacturer standards and with similar commuter-oriented features, and who can also provide initial, basic operation and safety training for riders new to these models.

4.2.2. **Goods and Services:** Proposers are encouraged to submit proposals for e-bikes, accessories, and services that meet the following criteria.

a) **E-bikes:**

- i. The City will give preference to Proposers who can deliver, set up, accessorize, and maintain forty (40) Momentum Lafree E+ or Rad Power Bikes Rad City 5 Plus e-bikes. These should be delivered to Program Participants fully assembled to manufacturer's standards. They shall also be in new condition upon delivery. Proposers who indicate an ability to adapt bicycles to accommodate individual Participants' needs, such as low flexibility; uneven leg mobility or strength; atypical heights or weights; amputation; or spinal injuries will be highly considered.
- ii. If the Proposer wishes to offer forty (40) units of an e-bike model other than the Momentum Lafree E+ or Rad City 5 Plus, this model must be shown to offer directly comparable performance to those models and shall also be delivered fully assembled according to manufacturer's standards. Further, it must:
 - Be classified as a Class 1 or Class 2 e-bike,
 - Have a motor and battery manufactured by reputable and proven manufacturer,
 - Provide adequate gearing for local terrain,
 - Provide torque sensing technology, or equivalent, for determining and responding to rider effort,
 - Provide multiple levels of (or continuously variable) electric motor-powered pedal assistance,
 - Have front and rear fenders,
 - Have a bell,
 - Have commuter-purpose, puncture-resistant tires or tubes treated to self-seal,
 - Have a reliable braking system, ideally with robust disc brakes,
 - Be one-size-fits-all, or available in multiple sizes, with step-trough frame and adjustable seat,
 - Accommodate storage baskets and/or panniers/saddlebags, and/or children/passengers/cargo,
 - Be warrantied for mechanical defects.
- iii. Regardless of model proposed, all e-bikes must be uniform (unless adapted to accommodate individual Participants' needs) and consistently branded (all branding and/or advertising must be approved by the City to ensure that

it does not conflict with existing marketing, advertising, and branding standards).

b) **Accessories:** The Proposer should be ready to offer the following accessories to accompany each e-bike, and these should be affixed/mounted to the e-bike where applicable:

- i. Either a storage basket capable of supporting loads of up to 20 pounds or panniers/saddlebags capable of supporting loads of up to 20 pounds, preferably which are either easily removed by the Participant or robustly affixed to the e-bike, or ability to accommodate children/passengers/cargo,
- ii. A reliable, theft-resistant U lock,
- iii. A helmet, either one-size-fits-all, or fitted to each participant,
- iv. Front and rear lights, preferably integrated into the bike frame or otherwise self-powered and automatic.

c) **Rider Trainings:** The Proposer should be staffed and capable of providing two scheduled group trainings for Participants mid-June 2023 which will convey the following basic information.

The Proposer should also be staffed and capable of providing as-needed individual trainings, covering the criteria defined below, for participants who cannot attend either of the two scheduled group trainings:

- i. Identifying major components of the e-bike and their function (drivetrain, braking system, pedal-assist controls, etc.),
- ii. Basic functioning of the e-bike and operation of the pedal-assist modes,
- iii. Pertinent state and local laws regarding where and how to bike safely and legally,
- iv. Other biking safety guidelines and recommendations for riding safely within the City (common practices for multi-use paths, use of bike lanes, dismount areas, etc.),
- v. Basic maintenance, to include:
 - How to check tire pressure and how to recognize and maintain recommended tire pressure,
 - How to clean and/or maintain the chain and drivetrain,
 - How to recognize proper brake functionality,
 - How to recognize proper shifting functionality,
 - How to recognize proper pedal-assist functionality.

d) **Tune-ups:** The Proposer will offer one (1) tune-up for each e-bike delivered over the term of the contract, which runs for one (1) year from the date of delivery.

These tune-ups should meet common industry standards for basic safety and performance tune-ups, including:

- i. Brake system check and adjustment/repair, if necessary (not to include pad or disk replacement),
- ii. Drivetrain check, lubing, and basic repair, if necessary or applicable (not to include part replacement),
- iii. Derailleur check and adjustment, if necessary or applicable,

- iv. Tire and wheel check and basic maintenance (truing wheels, checking spoke tension, setting factory-standard tire pressures, etc.),
 - v. Basic handlebar, headset, and bottom bracket check and maintenance, if needed,
 - vi. Verification of proper pedal-assist and electric motor functionality, and of rider controls for these, if applicable
 - vii. Verification of bike light functionality, if applicable
 - viii. Verification that all accessories are securely mounted.
- e) **Community Outreach Events:** The Proposer should plan to attend and help organize no fewer than one (1) community engagement event approximately four-to-six (4-6) months post-deployment of the e-bikes with the help of the City's Sustainability Division. Such event(s) could include, but is (are) not limited to, one or more of the following: a group recreational ride, possibly in partnership with local bicycling organizations; group rides to work (i.e., a bike bus); participation in local bicycling programming, such as UTC Pedestrian and Bicycle Traffic Counts or GJ Bike Night; or educational opportunities for Participants to learn more about how to use and maintain their e-bike most effectively (e.g., inclement weather riding tips, route-planning tips, tips for winter-weather riding, loading gear or groceries effectively, etc.) beyond the scope of aforementioned Rider Trainings. Any such Event should be scheduled to accommodate as many Participants as possible (or have multiple offerings to accommodate different schedules) and should include refreshments or meals depending on time of day. All or some aspects of such event(s) should be limited primarily to the Participants and their guests. Outreach funding is available through the city, and additional funding from the Proposer is encouraged but not necessary.

4.2.3. **Delivery of Goods and Services:** The Proposer should outline plans for securing the e-bikes and accessories along the proposed project timelines.

The Proposer should outline its plans for staffing new-rider trainings on the dates provided. Please note that the hope is to host them on Food Truck Fridays.

The Proposer should outline its plans for helping host an engaging workshop(s). The proposer should be flexible in the case of change to schedule and should provide alternative ideas for engaging and interactive workshop(s).

4.3. **Special Conditions/Provisions:**

4.3.1. **Optional Pre-Proposal Meeting:** Prospective proposers are encouraged to attend an optional pre-proposal meeting on May 8th at 11:00 AM. Meeting location shall be at the City Hall Auditorium, located at 250 N 5th St., Grand Junction, CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP).

4.3.2. **Grants:** This project will be funded, in part, by various grants. Financial reporting and assistance in providing supporting documentation may be necessary.

4.3.3. **Budget:** The budget for this project shall not exceed \$128,000.

4.3.4. **Price/Fees:** Services pricing shall be all inclusive, to include, but not be limited to: labor, materials, equipment, travel, drawings, documentation, work, shipping/freight, licenses, permits, fees, etc.

Provide a cost not to exceed and a complete list of all potential costs/fees with associated services, as may be related to this type of scope of services. The list should be broken down into both hourly rates, and flat rate fees, reimbursable expenses, as may apply, as well as broken down into personnel providing each type of service with hours.

All fees will be considered by the Owner to be negotiable.

4.3.5. **Laws, Codes, Rules, and Regulations:** Firm shall ensure that all services provided meet all Federal, State, County, and City laws, codes, rules, and regulations.

4.3.6. **Time of Completion:** The term of the contract will be for a one (1)-year period, beginning from the date of e-bike distribution to Program participants (planned mid-June 2023).

4.3.7. **Brand Name or Equal:** Whenever in this solicitation any particular materials, process, mechanism, and/or equipment are indicated, described or specified by patent, proprietary, or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating minimum acceptable requirements and will be deemed to be followed by the words, "or equal". Proof satisfactory to the Owner must be provided by Proposer to show that the alternative product/equipment/vehicle is in fact, equal to specification requirements. The Owner has determined that the brand name, model name/numbers meets the specifications as stated in the solicitation documents. These manufacturer's references are not intended to be restrictive but descriptive of the type and quality the Owner desires to purchase. Proposals for similar manufactured items of like quality will be considered if the proposal is fully noted with the manufacturer's brand name and model. The Owner reserves the right to determine products of equal value. Proposers will not be allowed to make unauthorized substitutions after award is made.

4.3.8. **Contract:** A binding Contract shall consist of: (1) the RFP and any Addendum(s) thereto, (2) the Offeror's response (proposal) to the RFP, (3) clarification of the proposal, if any, and (4) the City's Purchasing Department's acceptance of the proposal by "Notice of Award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.
- B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Offeror and the Purchasing Agent or by a

modified Purchase Order/Contract prior to the effective date of such modification. The Offeror expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

4.3.9. City Project Manager: The Project Manager for the Program is Emily Krause. During Program, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
Department of Community Development
Attn: Jenny Nitzky, Project Manager
250 N 5th St.
Grand Junction, CO 81501

4.3.10. Contract Administrator: The Contract Administrator for the Project is Duane Hoff, Jr., who can be reached at (970) 244-1545. During the scope of the Project, Contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff, Jr., Contract Administrator
duaneh@gjcity.org

4.4. RFP Tentative Time Schedule:

- | | |
|---|--|
| • Request for Proposal available: | April 26, 2023 |
| • Pre-Proposal Meeting | May 8, 2023 |
| • Inquiry deadline, no questions after this date: | May 15, 2023 |
| • Addendum Posted: | May 16, 2023 |
| • Submittal deadline for proposals: | May 24, 2023 |
| • Owner evaluation of proposals: | May 24 – May 31, 2023 |
| • Interviews (if required) | June 7-8, 2023 |
| • Final selection: | June 9, 2023 |
| • Contract execution: | June 16, 2023 |
| • Services begins | Upon Receipt of
Notice to Proceed |
| • Completion date | 1 year from date specified
on Notice to Proceed |

4.5. Questions Regarding Scope of Services:

Kassy Hackett, Buyer
kassyh@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidssystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to F**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the Firm’s principal contact person and shall identify individual(s) who will be authorized to make presentations on behalf of the Firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the Firm. By submitting a response to this solicitation, the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Offerors shall provide its qualifications for consideration as a professional services provider to the City of Grand Junction and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe (the Firm’s) interpretation of the Owner’s objectives with regard to this Request for Proposal. Describe the proposed strategy and/or plan for achieving the objectives of this Request for Proposal. The Firm may utilize a written narrative or any other printed technique to demonstrate its ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the Request for Proposal objectives are accomplished. Include a **time schedule** for completion of Firm’s implementation plan and an estimate of time commitments from Owner staff. Firm shall also include:
 - 1. Demonstrated ability to provide thoughtful and engaging trainings and follow-up events to keep recipients motivated. Please detail your proposed engagements based on the requirements outlined in the scope of goods and services,
 - 2. Examples of other community engagement events and what you would suggest regarding engagement activities for this program.
- D. References:** Provide a minimum of three (3) **references** that can attest to the Firm’s experience in projects of similar scope and size. Please also summarize the projects completed with these references include client name, contact person, address, telephone number, and email address.

- E. **Fee Proposal:** Provide an all-inclusive, not to exceed cost using Solicitation Response Form found in Section 7.0, accompanied by a complete list of costs breakdown.
- F. **Additional Data (optional):** Provide any additional information that will aid in evaluation of Firm's qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team will review all responses and select the proposal(s) that best demonstrate the capability in all aspects to perform the Scope of Services and possess the integrity and reliability that will ensure full faith and full performance.
- 6.2 Intent:** Only Offerors who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the Firm's ability to provide the Services.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (**with weighted values**):

The following collective criteria shall be worth 90%
<ul style="list-style-type: none">• Responsiveness of Submittal to the RFP (10) (Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)• Understanding of the Project and Objectives (25) (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)• Experience (30) (Firm's proven proficiency in the successful completion of similar projects.)• Strategy & Implementation Plan (25) (Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)

The following criteria shall be worth 10%
* Fees (10)

Owner reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, Firm, supplier, or service provider in determining a final award(s), if any.

The Owner will undertake negotiations with the top-rated Firm and will not negotiate with lower rated Firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner reserves the right to invite the most qualified rated Offeror(s) to participate in oral interviews, if needed.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Firm.

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-5252-23-KH E-bike Partner for E-bike to Work Ownership Program

Offeror must submit entire Form completed, dated and signed.

1) All inclusive, not to exceed cost, to provide all goods and services described in Section 4.2, for the E-bike Partner for E-bike to Work Ownership Program project, per solicitation documents:

NOT TO EXCEED COST \$ _____

WRITTEN: _____ **dollars.**

The Owner reserves the right to accept any portion of the Service(s) to be performed at its discretion.

The undersigned has thoroughly examined the Request for Proposals and submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; or as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the Offeror, authorized to represent the Offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. The Owner reserves the right to consider any such discounts when determining the award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: _____

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date