



Request for Proposal

RFP-5748-25-KF

Furniture for the New City of Grand Junction Community Recreation Center

Proposal Deadline

December 2, 2025, 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

Table of Contents

Section 1.0. Administrative Information & Conditions for Submittal	4
Section 2.0. General Contract Terms and Conditions	11
Section 3.0: Insurance Requirements	20
Section 4.0: Specifications and Scope of Work	22
Attachments.....	33
Tentative Calendar of Events:	33

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	October 23, 2025
Non-Mandatory Virtual Pre-Proposal Meeting Please refer to Section 1.5.	November 2, 2025 2:00 p.m. (MST)
Inquiry deadline No questions will be accepted after the close of business on this date	November 11, 2025
Final Addendum Issued (if applicable)	November 14, 2025
Proposal Submission Deadline Electronic submission via BidNet® Direct only	December 2, 2025 <i>Before 1:00 p.m. MST</i>
Evaluation of proposals Internal review by City-appointed evaluation committee	December 2 -12, 2025
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks: Week of January 5, 2026
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	January 19, 2026
City Council Approval (if required) For contracts meeting the approval threshold	February 4, 2026
Contract execution	February 6, 2026

Contingent upon Council approval and funding availability	
---	--

Section 5.0: Preparation and Submittal of Proposals 35

Section 6.0. Evaluation and Award 39

Section 7.0. Solicitation Response Form 43

Section 1.0. Administrative Information & Conditions for Submittal

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

Kathleen Franklin

kathleenf@gjcity.org

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


- 1.4. Purpose:** The City is soliciting competitive proposals from qualified Contractors to provide and install furniture for the new Community Recreation Center (CRC). The selected Contractor(s) will be responsible for furnishing, delivering, and installing all items specified, in coordination with the City and the Project's architectural/design team.


Section 4.0 of this solicitation outlines the project objectives, service delivery expectations, facility requirements, and applicable performance standards (Scope of Work). All services shall be performed in accordance with the terms and conditions set forth in this solicitation and incorporated into any resulting contract.

- 1.5. Non-Mandatory Virtual Pre-Proposal Meeting:** Prospective Proposers are strongly encouraged to attend a non-mandatory virtual pre-proposal meeting to gain a comprehensive understanding of the project scope, technical requirements, and submission expectations.

Meeting Details:


 **Date:** November 3, 2025

 **Time:** 2:00 p.m. (Mountain Standard Time)

 **Location:** Virtual via Microsoft Teams


Join Online:

 [Join the meeting now](#)

 **Meeting ID:** 220 929 840 334 2

 **Passcode:** DP2XT9pn

Join by phone:

 [+1 945-468-6551,,933402994#](#) United States, Dallas

 **Phone Conference ID:** 933 402 994#

 [Find a local number](#)

Purpose and Participation

This virtual meeting is intended to:

- Address questions about the Scope of Work, deliverables, schedule, or project coordination
- Clarify submission procedures and technical requirements

Proposers are expected to have thoroughly reviewed the entire solicitation prior to attending the meeting.

While attendance is not required to submit a proposal, it is strongly recommended to ensure proposals are complete, responsive, and aligned with the City's expectations.

Important Notices

- Statements made during the meeting do not modify the solicitation.
- Any changes, clarifications, or interpretations of the RFP will be issued exclusively by written addendum and shall be considered official and binding.

1.6. The City: The City will act by and through its authorized representative(s).

1.7. Compliance: By submitting a proposal, the Proposer affirms its commitment to comply with all terms, conditions, requirements, and instructions outlined in this solicitation, including any modifications made through addenda. Should a Proposer identify any ambiguity, omission, or conflict within the solicitation documents that might impact its/his/her understanding of the requirements, the Proposer must seek clarification from the Purchasing Agent before the inquiry deadline. Failure to do so shall not relieve the Proposer of its obligation to fulfill the requirements of the Contract.

1.8. Controlling Authority: The 2024 version of the City [Procurement Policy](#) is controlling.

1.9. Submission: Proposers shall prepare and submit its/his/her proposal following the requirements outlined in **Section 5.0.—Preparation and Submittal of Proposals**. All proposals must follow the specified formatting, content, and submission guidelines detailed therein.

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

Solicitation Opening: RFP-5748-25-KF

Furniture for the New City of Grand Junction Community Recreation Center
Date/Time: December 2, 2025, 1:00 p.m. (America/Denver)

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

 <https://meet.goto.com/479885821>

Or join the meeting by phone.

Access Code: 479-885-821

United States: [+1 \(224\) 501-3412](tel:+12245013412)

To join from a video-conferencing room or system:

Meeting ID: 479-885-821

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 479885821@67.217.95.2 or 67.217.95.2##479885821

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

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

- 1.10. Public Disclosure Notice:** Pursuant to the Colorado Open Records Act (CORA), all materials submitted in response to this solicitation shall be considered public records and may be subject to public disclosure, except for information specifically designated as confidential, proprietary, or trade secret by the Proposer, and only to the extent permitted by law.

Upon award and execution of a contract, the solicitation file—including all responsive proposals—shall be available for public inspection in accordance with CORA and upon receipt of an [Open Records Request](#). This includes proposals submitted by the non-awarded Proposer(s).

Public disclosure is also subject to the applicable provisions of CORA in the event the solicitation or resulting project is canceled.

- 1.11. Public Disclosure Record:** If the Proposer knows its employee(s) or subcontractors have an immediate family relationship with a City employee or elected official, the Proposer must provide the Purchasing Agent with the name(s) of that/those individual(s). The individual(s) must file a “Public Disclosure Record” and/or a statement of financial interest before conducting business with the City.
- 1.12. Collusion Clause:** By submitting a proposal, each Proposer certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or a reasonable belief of collusion among the Proposers will be rejected. At its discretion, the City reserves the right to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 1.13. Gratuities and Kickbacks:** The Proposer(s) certifies that no gratuities, kickbacks, or contingent fees have been or will be offered, solicited, or paid in connection with this

Proposal or any resulting Contract. This includes, but is not limited to, the offering or payment of commissions, gifts, or other considerations contingent upon a Contract's award. If the Contractor breaches this certification, the City reserves the right to terminate the Contract immediately without liability and may pursue all available legal remedies.

1.14. Ethics: Proposers shall not offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process. Additionally, the Proposer(s) shall not enter into any business arrangement or financial relationship with any such individuals that may create a conflict of interest or undermine public trust. Any violation of this provision may result in disqualification from consideration, 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 designated deadline, no modifications, amendments, or withdrawals will be accepted. All proposals shall be considered final, complete, and binding upon the Proposer as of the submission deadline.

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

1.16. Multiple Offers: If a Proposer(s) submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The City reserves the right to make the award in the City's best interest.

1.17. Exclusions: The City shall not consider any proposal submitted orally, by telephone, email, or facsimile. Only proposals submitted under the requirements outlined in this Solicitation shall be accepted for evaluation.

1.18. Contract Documents: The Contract Documents include this solicitation, the Proposer's submitted proposal and supporting documents, and any negotiations when formally accepted by the City and memorialized by written agreement. These documents collectively constitute a binding and enforceable Agreement ("Contract") between the City and the Proposer upon acceptance. The Contract represents the entire and integrated agreement between the City and the Proposer ("Parties") and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Contract must be made through a duly executed Change Order or Contract amendment.

1.19. Questions Regarding Specifications or Scope of Work: All requests for clarification or interpretation of the Specifications or Scope of Services/Work must be submitted in writing via email to the Purchasing Agent no later than the inquiry deadline specified in the solicitation. The City is under no obligation to respond to inquiries received after the deadline. Any responses provided after the deadline shall be at the sole discretion of the City and, if issued, may be distributed by written addendum.

- 1.20. Acceptance of Proposal Content:** The Proposal selected by the City, if any, shall be incorporated into and become part of the final Contract Documents. The successful Proposer's failure to accept or fulfill the obligations outlined in the Contract may result in the cancellation of the award, and such Proposer may be disqualified from future solicitations.

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

- 1.21. Addendum:** Official response to questions, clarifications, interpretations, corrections, modifications, or extensions to the proposal submission deadline shall be issued exclusively by the Purchasing Agent through a written addendum. The authority to issue the addenda is vested solely in the Purchasing Division.

All addenda will be distributed electronically through the BidNet Direct Rocky Mountain E-Purchasing System at <https://www.bidnetdirect.com/colorado/city-of-grand-junction>. The Proposer(s) are responsible for monitoring this platform for issued addenda.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1.25.1. Demonstrate the ability to comply with the required or proposed schedule. Proposers should submit documentation of comparable projects completed within the last two years, including:
 - 1.25.1.1. A comparison of original schedules to actual completion dates
 - 1.25.1.2. A brief explanation of methods used to manage timelines and mitigate delays
- 1.25.2. Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.

- 1.25.3. Maintain a satisfactory track record of integrity, ethical practices, and regulatory compliance.
- 1.25.4. Be fully qualified and otherwise eligible to receive an award and enter a legally binding Contract with the City.
- 1.25.5. Ensure full compliance with the requirements outlined in Section 5.0. – **Preparation and Submittal of Proposals.**

1.26. Disqualification of a Proposer: A Proposal will not be accepted from, nor shall a Contract be awarded to, any person, firm, consultant, contractor, 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 its/his/her responsibility, practical knowledge of the Project, and possession of the necessary financial and other resources to complete the proposed Service/Work.

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

- 1.26.1. Submission of more than one Proposal for the same Service/Work by an individual, firm, consultant, contractor, corporation, or entity, whether under the same or different name; and
- 1.26.2. Evidence of collusion among Proposers. Any participant found to be engaged in collusion shall be disqualified from consideration for future Service/Work with the City until reinstated as a qualified Proposer.

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

1.28. Sales and Use Taxes: The Contractor and all subcontractors must obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Proposals shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.

1.29. Federal Taxpayer Identification Certificate: Successful Proposer(s) new to conducting business with the City must furnish a completed standard “Federal Taxpayer Identification Certificate (W-9)” before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.

1.30. Public Opening: The Proposal(s) opening shall be conducted publicly in a virtual meeting following the proposal deadline. Proposers, its/his/her representatives, and other interested parties may attend.

To ensure transparency in the procurement process, all received proposals will be formally acknowledged during the opening; however, following the nature of an RFP, only the names of the proposing entity will be disclosed. No pricing will be shared at that stage of the process.

Section 2.0. General Contract Terms and Conditions

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

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

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the City and the Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the conditions under which the Work shall be performed and correlated its/his/her observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. The Contract Documents intend to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Services as defined in the specifications contained herein.

- 2.3. Permits, Fees, and Regulatory Compliance:** The Contractor shall be responsible for obtaining and paying any permits, licenses, or fees required for the delivery and installation of furniture at the Community Recreation Center. The Contractor must provide all required notices and comply with all applicable federal, state, and local laws, codes, ordinances, and regulations, including those of the City of Grand Junction.

If the Contractor identifies inconsistencies between the Contract Documents and applicable legal or regulatory requirements, the Contractor shall promptly notify the City in writing. The City will determine the appropriate resolution.

Should the Contractor proceed with any Work knowing it is non-compliant with applicable laws or regulations and fails to provide written notice to the City, the Contractor shall assume full responsibility for any resulting consequences and bear all associated costs for corrective actions or penalties.

- 2.4. Responsibility for those Performing the Work:** The Contractor is fully responsible for the actions and omissions of its/his/her employee(s), subcontractors, and any other individual(s) performing any of the Work under the Contract.

- 2.5. Payment & Completion:** As stated in the Contract, the Contract Sum represents the total amount payable by the City for the furnishing, delivery, and installation of all specified products under this Contract.

The Contractor shall submit a written notice when all required products have been delivered, installed, and are ready for final inspection, along with a detailed invoice.

The City's Project Manager will inspect the work, and when all products are confirmed compliant with the Contract and satisfactorily completed, payment will be processed as outlined in the Contract Documents.

The City will not issue payment for undelivered or incomplete items. Partial payments may be made only for products that have been fully delivered, installed, and accepted by the City. Final payment will not be released until all punch list items are resolved and all required warranties, manuals, and closeout documentation have been submitted and approved by the City.

All Work performed shall adhere to industry standards, professional practices, and all applicable laws, codes, and regulations.

- 2.6. Protection of Persons and Property:** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations governing the safety and protection of persons and property during furniture delivery and installation at the Community Recreation Center.

The Contractor shall:

- 2.6.1.** Coordinate with the City and the CRC construction team to schedule deliveries and installation activities.
- 2.6.2.** Protect all building surfaces, finishes, and systems (e.g., floors, walls, door frames, and mechanical/electrical/data connections) from damage during handling and installation.
- 2.6.3.** Maintain a safe work environment for its personnel and any authorized City representatives present on-site
- 2.6.4.** Posting appropriate warning signs and maintaining a safe installation area.
- 2.6.5.** Taking precautions when handling and installing furniture near utilities, electrical/data connections, and building systems.
- 2.6.6.** Ensure that all packing materials, debris, and waste are promptly removed from the site.

The Contractor shall be fully responsible for any damage, injury, or loss arising from its acts, omissions, negligence, or failure to perform under this Contract. The Contractor shall, at its sole expense, promptly restore any affected property to a condition equal to or better than its pre-existing state, in a manner acceptable to the City. If the Contractor fails to remedy such damage or injury, the City reserves the right to take corrective action and recover all associated costs from the Contractor.

- 2.7. Changes in the Work:** The City may request changes to the Work within the general scope of the Contract, including additions, deletions, substitutions, or other modifications. Such changes shall not invalidate this Contract but may require an adjustment to the Contract Sum and/or Contract Time.

No change shall be effective or binding unless authorized by a written Change Order, executed by both Parties. The Contractor shall not proceed with any change until the Change Order has been fully executed in accordance with the Contract Documents.

Adjustments to the Contract Sum or Contract Time will only be made as provided in an approved and executed Change Order.

2.8. Minor Changes in the Work: The City may authorize minor changes to the Work that do not affect the Contract Sum, extend the Contract Time, or conflict with the intent of the Contract Documents. Such minor changes may be issued in writing by the City and shall be binding on the Contractor without the need for a formal Change Order.

2.9. Correction of Work: The Contractor shall perform all Work in accordance with industry standards, exercising the skill, care, and expertise expected in the market. If any portion of the Work, including furnished products or installation, is found to be non-compliant with the Contract requirements, the Contractor shall, at no additional cost to the City, promptly correct such deficiencies to meet Contract requirements and prevailing industry standards.

The Contractor shall bear all costs associated with correcting non-conforming Work, including any additional costs incurred by the City as a direct result of the deficiencies. If the Contractor fails to remedy the non-conformance within the time specified by the City, the City may take corrective action and recover all related costs from the Contractor.

2.10. Acceptance Not Waiver: The City's inspection, approval, or acceptance of any products or installation shall not relieve the Contractor of its obligation to deliver all Work in full compliance with the Contract. Likewise, the City's approval, acceptance, or payment shall not be construed as a waiver of any rights under this Contract, nor shall it bar the City from pursuing claims arising from non-conforming or deficient Work discovered after acceptance.

2.11. Change Order/Amendment: No oral statement or representation by any individual shall modify or affect the terms, conditions, or specifications of this Contract. All amendments or change orders must be in writing and executed by the City's Contract Administrator in accordance with the City's established procedures. Only such executed modifications shall be valid and binding on the Parties.

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

2.13. Compliance with Laws: The Contractor shall comply with all applicable federal, state, county, and municipal laws, codes, ordinances, regulations, and ethical standards governing the performance of this Contract.

The Contractor warrants that it is duly qualified to perform the Work and possesses all necessary authority, skills, experience, and licenses required by law. All such licenses and credentials shall remain current and in good standing for the duration of the Contract.

2.14. Debarment/Suspension: The Contractor hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing Services.

- 2.15. Confidentiality:** The Contractor shall treat as confidential any non-public information provided by the City or obtained in connection with this Contract, including project schedules, building access requirements, and other sensitive information. Such information shall not be disclosed except as required by law or as necessary to perform the Work. The Contractor shall take reasonable measures to safeguard this information and ensure compliance by its employees, subcontractors, and agents.
- 2.16. Conflict of Interest:** No public official or employee of the City shall have any financial or personal interest, direct or indirect, in the Contract resulting from this solicitation. Any potential conflicts must be disclosed and addressed under applicable laws and the City's policies.
- 2.17. Cancellation of Solicitation:** The City reserves the right to cancel this solicitation at any time or to reject any or all proposals, as a whole or in part, when deemed in the City's best interest.
- 2.18. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion 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.
- 2.19. Employment Discrimination:** During the performance of any Services, the Contractor agrees to:
- 2.19.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations. The Contractor agrees to post notices in conspicuous places, visible to employees and applicants for employment, setting forth the provisions of this nondiscrimination clause.
 - 2.19.2.** All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that the Contractor is an Equal Opportunity Employer.
 - 2.19.3.** Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.
- 2.20. Immigration Compliance:** The Contractor certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Contractor shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.
- 2.21. Failure to Perform:** If the Contractor fails to meet its obligations under this Contract—including, but not limited to, timely delivery, proper installation, adherence to quality standards, or coordination with the City and project team—the City may, after providing notice (oral or written, with oral notice documented in the Contract file),

obtain substitute products, installation, or services from alternate sources. The Contractor shall be liable for any additional costs or damages incurred by the City as a result.

The City may pursue progressive corrective actions for nonperformance. However, if the failure materially impacts the Project schedule, compromises quality, or otherwise disrupts the City's interests, the City reserves the right to take immediate action, including suspension or termination of the Contract.

2.22. Failure to Enforce: The City's failure to enforce any provision of this Contract at any time shall not constitute a waiver of that provision or of any other rights under the Contract. Non-enforcement shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from subsequently enforcing any provision in accordance with the Contract terms.

2.23. Force Majeure: The Contractor shall not be held liable for failure to perform its contractual obligations due to events beyond its reasonable control, including but not limited to legal strikes, fires, riots, civil disturbances, acts of God, or other unforeseen circumstances. This exemption shall not apply if the Contract specifies otherwise. The Contractor must provide prompt written notice to the City of any such event preventing performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.

2.24. 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.

2.25. 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 the City provides to its employees, including but not limited to health insurance, retirement benefits, or Workers' Compensation coverage.

2.26. Deliverables and City Ownership: All furniture, installation records, product manuals, setup instructions, warranties, care and maintenance guides, and any other

deliverables provided by the Contractor under this Contract shall become the sole property of the City upon delivery and acceptance. The Contractor shall have no ownership, copyright, or proprietary rights in such deliverables.

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

- 2.27. Patents and Copyrights:** The Contractor shall indemnify and hold harmless the City from any claims, damages, liabilities, or expenses arising out of or related to allegations that the furniture, materials, or products furnished under this Contract infringe upon any patent, copyright, trademark, or other intellectual property rights.

In the event of such a claim, the Contractor shall, at its sole expense, defend the City and either (a) obtain the right for the City to continue using the product, (b) replace it with a non-infringing product of equal quality and functionality, or (c) modify it to become non-infringing, subject to City approval.

These obligations shall survive final payment, acceptance, and completion of the Work, and shall continue for the duration of any applicable warranty period.

Nothing in this section shall oblige the City to indemnify the Contractor or limit the City's rights or remedies under the Contract.

- 2.28. Governing Law:** The Contract and/or any agreement(s) resulting from responding to this solicitation shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising from or under this Solicitation and/or Contract shall be in the District Court 21st Judicial District, Mesa County, Colorado.

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

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

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

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

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

2.33. Default: The City reserves the right to terminate the Contract if the 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 allow the Contractor a reasonable opportunity to cure the issue, unless the breach presents an immediate risk to public health, safety, or the City's operations.

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

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

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

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

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

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

2.35.1. "ACT Performance Guidelines" is a set of industry-recognized standards developed by the Association for Contract Textiles (ACT) to help evaluate the durability, safety, and suitability of textiles used in commercial interiors.

2.35.2. "ADA" refers to the Americans with Disabilities Act, a federal law requiring accessibility in public facilities. Compliance ensures that furniture accommodates individuals with disabilities and meets applicable accessibility standards.

- 2.35.3.** “Agency,” “Consultant,” “Contractor,” or “Firm” refers to the individual, organization, business entity, or other legal entity identified in the proposal and throughout the Contract. This term includes the Contractor’s authorized representatives, employees, subcontractors, and agents responsible for fulfilling the obligations of the Contract.
- 2.35.4.** “ANSI/BIFMA Standards” refers to the performance and safety standards for commercial furniture developed by the Business and Institutional Furniture Manufacturers Association (BIFMA) and accredited by the American National Standards Institute (ANSI). Compliance indicates that the furniture has been tested and meets nationally recognized benchmarks for durability, safety, and structural performance in commercial/public-use environments.
- 2.35.5.** “City” means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.
- 2.35.6.** The “Contract Sum” refers to the total amount payable by the City to the Contractor for the full and satisfactory completion of the required Services. This sum includes all materials, labor, equipment, services, and any other obligations specified in the Contract Documents.
- The Contract Sum may be structured as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, as defined in the Contract Documents. Any modifications to the Contract Sum shall be made under the provisions of the Contract and must be duly authorized by both Parties.
- 2.35.7.** “Contract Time” means the period during which the Contractor is obligated to perform the Services under this Contract, beginning on the effective date specified in the Notice to Proceed or other written authorization issued by the City, and continuing through the date of completion, expiration, or termination as set forth in the Contract Documents. Contract Time may be extended or reduced only by a duly executed written amendment or change order.
- 2.35.8.** A “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output the Contractor is required to produce as part of the Services. Deliverables must fully comply with all applicable accessibility laws and standards, including:
- The Americans with Disabilities Act (ADA)
 - HB21-1110, requiring compliance with §§24-85-101, C.R.S., and subsequent sections
 - The Accessibility Standards for Individuals with a Disability, established by the Colorado Office of Information Technology under §24-85-103(2.5), C.R.S.
 - The State of Colorado’s technology standards, including Level AA conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG)

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

- 2.35.9.** “GREENGUARD Certification” refers to a product certification issued by UL Environment that verifies furniture, and materials meet strict chemical emissions limits, contributing to healthier indoor air quality.
- 2.35.10.** “Key Personnel” refers to the designated individual(s) from the Contractor, Consultant, or Firm who are essential to the successful execution and completion of the Services. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of work outlined in the Contract. Any changes to Key Personnel may require prior approval from the City, as specified in the Contract Documents.
- 2.35.11.** “Proposer” refers to the individual or entity legally authorized by the Contractor, Firm, or Consultant to submit a proposal in response to this solicitation. This includes submitting pricing or fee proposals and making formal offers on behalf of the proposing entity.
- 2.35.12.** “Project” or “Work” refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.
- 2.35.13.** “Services” include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- 2.35.14.** “Subcontractor” refers to any individual, entity, or organization with a direct contractual agreement to perform a portion of the Services under the Contract. The term “Subcontractor” includes the subcontractor’s authorized representatives.

2.36. Contract Type – Unit Price with Total Not-to-Exceed Amount

This Contract shall be awarded based on **unit pricing** as submitted in the Contractor’s Cost Proposal (Attachment A – Furniture RFP Response Spreadsheet). The City will issue a purchase order or contract reflecting the selected furniture, quantities, finishes, and any accepted alternatives, with an established **not-to-exceed amount** based on the final scope.

The unit prices submitted shall be:

- **Binding** for the term of the contract and any subsequent reorders;
- Used to **add or deduct** furniture items based on final needs;
- Applicable to **approved alternates** that meet or exceed the specifications.

Quantities and items may vary from those listed in Attachment A, and the City reserves the right to:

- Purchase selected items only;
- Adjust quantities up or down based on operational or budgetary needs;

- Make purchases in phases or as funding becomes available.

No increase in unit pricing will be permitted during the contract term, except as expressly authorized by a written change order executed by the City.

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) Professional Liability Errors and Omissions

If applicable based on the nature of the services provided, the Contractor shall maintain Professional Liability (Errors and Omissions) Insurance with coverage limits of not less than:

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

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

This coverage shall apply to actual or alleged negligent acts, errors, or omissions arising out of professional services under this Contract.

If the policy is written on a claims-made basis, it shall include a retroactive date that precedes the effective date of the Contract. The Contractor shall maintain continuous coverage or purchase an extended reporting period (tail coverage) for a minimum of five (5) years following the expiration or termination of the Contract.

Professional Liability Insurance shall be required if the Contractor performs licensed professional services, custom design, or other specialized consultation as part of the Work.

(c) **Cyber Liability Insurance**

The Contractor shall maintain **Cyber Liability Insurance** with minimum aggregate limits of TWO MILLION (\$2,000,000). A higher limit of up to FIVE MILLION (\$5,000,000) may be required if the Contractor has direct access to City network systems or handles, stores, or transmits sensitive Personally Identifiable Information (PII) of City employees or citizens.

This insurance shall provide coverage for claims arising from data breaches, network security failures, privacy violations, unauthorized access or disclosure, and other related cyber incidents involving PII obtained while performing services under this Contract.

Coverage shall remain in effect for the duration of the Contract and for a minimum of **one (1) year** following contract termination, cancellation, or expiration.

(d) **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

Applies to owned, non-owned, and hired vehicles used in the performance of the Services.

(e) **Workers' Compensation and Employers' Liability:** At its own expense, the Contractor shall comply with all applicable State of Colorado Laws and Regulations concerning Workers' Compensation and other statutory insurance as required. Additionally, the Contractor agrees to indemnify and hold harmless the City of Grand Junction from any claims or liabilities arising from non-compliance with these requirements.

The Workers' Compensation policy shall be endorsed with a Waiver of Subrogation in favor of the City of Grand Junction.

3.1. Additional Insured Endorsement: The **Commercial General Liability** and **Automobile Liability** policies required under this Contract shall be endorsed to include the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided by any insurance pool of the City, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

- 3.2. ACCORD Certificate of Insurance:** Certificates evidencing all required coverages and applicable endorsements shall be submitted to the City prior to the commencement of any Services or execution of any Work under this Contract. Certificates shall reference the Solicitation title and number, clearly identify all coverage limits, and include copies of all required endorsements.

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

Section 4.0: Specifications and Scope of Work

4.1. Introduction/Background

The City of Grand Junction completed our Parks, Recreation, and Open Space (PROS) Master Plan in January of 2021. This led to an election on April 6, 2021, where dedicated funding was secured through taxation on sales of cannabis. The number one item on the PROS Plan was the Community Recreation Center (CRC). Through the summer and fall of 2022, a CRC feasibility study planning process was led by the council-appointed Parks and Recreation Advisory Board (PRAB). This robust community input process was conducted to develop recommendations about the new CRC to include the location, funding sources, and the size of the facility, as well as the amenities. On April 4, 2023, the citizens of Grand Junction voted to approve the ballot question to build a new Community Recreation Center. Design by lead architect Barker Rinker Seacat Architecture is complete, and construction is about 50% complete. Construction is being led by FCI Constructors, working with 35 subcontractors.

The facility is 107,204 gross square feet with a main level and a mezzanine. The entry area is centrally located in the building for easy access from all parts of the facility, with the welcome desk where you receive information on the facility and the programmed opportunities that are available to the user. There are office and administration spaces behind the welcome desk. Also, adjacent to those spaces is the Intermountain Health Matchett Park Clinic, a partner to the City that provides specialized services to the users. There is a community lounge, community rooms, and a classroom with a performance platform. There is also a gymnasium with three multi-use courts, and adjacent to that are three (3) group fitness rooms. Near the entry, there is a child watch and two (2) party rooms adjacent to the pools. The pools feature dedicated zones for lap swimming, diving, and recreational use, offering enjoyable spaces for visitors of all ages, from children to seniors. There are locker rooms adjacent to the pools with all the amenities one would need. On the first floor, there is also a climbing wall and various touchdown areas with seating and tables to offer patrons places to rest or observe its surroundings.

Upstairs above the gym is a track that traverses the perimeter of the gymnasium with fitness and workout areas that have a panoramic view of the Bookcliffs.

Furniture is an elemental part of the interior design character. The furniture styles and fabric options heighten the overall project, providing the user with an enhanced experiential environment to heighten its visit to the facility. Our intention is to open the facility fully functional and equipped for all intended uses.

4.2. Objective

The objective of this RFP is to secure a qualified Contractor(s) to provide, deliver, and install furniture for the new Community Recreation Center (CRC), ensuring durability, sustainability, accessibility, and aesthetic alignment with the City's design vision.

The items in the specification document are to be used as design guidelines. While the Proposer could just price the items in the specification, it is encouraged to use its product knowledge and furniture partners to provide the City of Grand Junction with the best price for commercial-quality furniture with long-term warranties and customer support. Compliance with the design direction and specifications will be a factor in the selection process.

Other goals that will be required are project preparation and client interaction, receiving and delivering products to the site, timely installation, daily site cleanliness, and prompt responses to any defective or damaged items and/or any punch list items that may be identified after furniture installation.

The Proposer's references will be contacted.

4.3. Project Overview

The furniture items to be priced will be shown on the furniture plans and listed in the Furniture RFP Response Spreadsheet that will be provided with the RFP documents.

Coordination requirements with **Barker Rinker Seacat Architecture (architect)** and **FCI Constructors (construction manager)**.

The estimated installation is August 3-14, 2026 (installation tied to substantial completion).

4.4. Required Components

- Availability of **samples of fabrics/finishes** for City approval.
- Demonstrated capacity to **store and stage furniture off-site** until installation.
- **Warranty terms** (12-year minimum, lifetime preferred).
- **Dealer/manufacturer certifications** (ANSI/BIFMA, flammability compliance).
- On-site **project manager** for coordination.

4.5. Scope of Work

The selected Contractor shall furnish all labor, materials, equipment, and services necessary to provide, deliver, and install commercial-quality furniture for the new City of Grand Junction Community Recreation Center, in accordance with the design intent and specifications provided.

- The items listed in the **Furniture Specifications document** are to be used as design guidelines. While Proposers may price the specific items listed, it is encouraged to apply its product expertise and manufacturer relationships to recommend equal or superior furniture solutions that offer the best overall value, long-term warranties, and customer support. Compliance with the

design direction and specifications will be a key factor in the evaluation and selection process.

- Proposers shall review the **Project Design Threads** document to understand and maintain the desired aesthetic and design direction.
- Proposers shall review the **Furniture Specifications Document** for minimum product standards and design intent.
- Proposers shall review the **Furniture Plans** (AutoCAD and Revit base drawings) for layout, spatial relationships, and intended furniture placement.
- The **Furniture RFP Response Spreadsheet (Attachment A)** must be fully completed and submitted with the proposal's response.
- **Pricing and product descriptions are organized by room name or functional area** (e.g., lobby/lounge furniture, staff offices, classrooms, fitness areas) in Attachment A – Furniture RFP Response Spreadsheet. Proposers may submit pricing for **one or multiple room name categories**; however, **each proposed room category must be priced in full** to be considered for evaluation or award.

4.5.1. Meetings and Coordination

The successful Proposer shall participate in coordination meetings throughout the project, including a combination of **virtual and in-person meetings**. Certain key meetings—such as product verification, material and finish approvals, and installation coordination—are expected to be conducted **in person** at the City-designated location.

Proposers shall include in its response a proposed meeting plan identifying the number of meetings anticipated, the purpose of each meeting, and whether the meeting is proposed to be held virtually or in person. The plan should demonstrate an understanding of the City's need for in-person engagement in critical project milestones and reflect the Proposer's approach to effective coordination and communication.

Prior to placing any orders, the selected Proposer shall meet with the City in person to verify all products, finishes, and fabrics. The Proposer shall be responsible for confirming the accuracy and completeness of all specified product numbers and shall notify the City of any discrepancies prior to order placement.

The Manufacturer and Proposer shall certify that all products, including fabrics, comply with all applicable codes and regulations for the jurisdiction in which the project is located and shall include all required stamps, certifications, and documentation.

4.5.2. General Requirements

- All products shall be new. Used, reworked, or refurbished products are not acceptable.

- All products shall meet or exceed all applicable ANSI/BIFMA performance standards.
- Furniture systems shall be configurable with commonly available tools. Any special tools required shall be provided at no additional cost.
- All products shall carry a warranty of at least 12 years; a limited lifetime warranty is preferred. Warranty coverage shall include all materials and workmanship, with no cost to the City for labor or handling.
- The manufacturer shall commit to non-obsolescence of specified products for a minimum of ten (10) years.
- All products shall be available in standard finish options at no additional cost.
- Systems furniture panels shall be powered from wall or column connections; in some locations, connection through a floor poke-through device may be required. The Contractor shall coordinate with the City and the construction team to ensure proper alignment and connection.
- The Contractor shall comply with all local building and seismic codes. Bookcases and storage cabinets over 36 inches in height shall include anti-tip provisions.
- The awarded Contractor(s) shall be responsible for hard-wired electrical connections and retain a licensed electrician. Costs must be included in the proposal. Whips shall be provided six weeks prior to installation commencement, with lengths appropriate to the power source.

4.5.3. Product Testing and Performance

Proposers shall provide a description of product testing protocols and performance standards applicable to the furniture being proposed. The City is seeking durable, high-quality furnishings suitable for a high-use community recreation environment. At a minimum, the proposer should address the following:

- **Weight Capacity:** Proposers shall specify the weight capacity rating for all seating products offered. The City seeks a range of inclusive and durable seating options for public use, including high-traffic and diverse user needs. Seating should include standard models (minimum **250 lbs. weight capacity**) as well as a selection of models with **enhanced weight capacity (350–500 lbs. or greater)** to accommodate bariatric and inclusive design needs.

Proposers shall indicate what percentage of seating offered meets or exceeds these enhanced weight capacities and how those options integrate with the rest of the furniture package.

- **Upholstery Performance:** Describe the testing methods and performance standards used for upholstery materials, including but not limited to abrasion resistance (e.g., double rubs), stain resistance, flammability ratings, and colorfastness. Indicate whether testing meets or exceeds

recognized industry standards such as ANSI/BIFMA or ACT performance guidelines.

Additionally, identify how the proposed upholstery materials perform under exposure to moisture, pool chemicals, and chlorinated wet clothing or swimwear, which may be present in common areas of the facility (e.g., locker rooms, lounge seating near aquatic spaces). Specify any applicable resistance to chlorine degradation, mildew/mold resistance, and suitability for humid or wet environments.

- **Padding and Cushioning:** Describe the materials, density, and durability of padding and cushioning used in the furniture. Include any applicable testing related to compression, resilience, or long-term performance.

4.5.4. Deliverables:

- Finalized order confirmation with model numbers and finishes.
- Delivery/installation plan and schedule.
- Furniture manuals, setup instructions, and warranty documentation (hard copy + electronic).
- Punch list report and closeout package.

4.5.5. Performance Standards and Service Levels

Proposers shall describe its approach to meeting or exceeding the following performance standards and service expectations. Responses should include measurable commitments, examples of past performance, and any service guarantees offered:

- **Installation Timeline:** Describe how the team will ensure installation is completed in accordance with the agreed project schedule. Include any strategies for minimizing disruption and ensuring timely completion.
- **Damage-Free Delivery:** Explain the procedures in place to ensure all furniture is delivered in good condition, free from damage or defects. Describe the process for handling and resolving damage claims, including timelines.
- **Warranty Support and Response Times:** State standard response time for warranty service requests and describe the process by which service is initiated and completed. The City prefers response times within three (3) business days—indicate the ability to meet or exceed this expectation.
- **ADA and Safety Compliance:** Confirm that all proposed furniture complies with current ADA standards and applicable safety regulations. Describe how compliance is verified and documented prior to delivery and installation.
- **Customer Service and Ongoing Support:** Proposers shall describe their approach to customer service and ongoing support throughout the duration

of the project and warranty period. The City places a high value on responsive, knowledgeable, and proactive service partners.

Responses shall include:

- **Primary Point of Contact:** Identify the main contact person responsible for communication with the City during the project. Include their role, availability, and how issues or escalations will be handled.
- **Customer Service Structure:** Describe your internal customer service structure, including how service requests, questions, or issues will be tracked, prioritized, and resolved.
- **Responsiveness Expectations:** Outline your standard response times for general inquiries, service requests, and issue resolution. Indicate whether your team offers direct phone or email access, online service portals, or other support tools.
- **Post-Installation Support:** Explain your approach to customer support after installation is complete. Include any follow-up services, check-ins, training, or maintenance guidance offered as part of your proposal.
- **Escalation Process:** Describe your escalation procedures if the City is unsatisfied with initial service responses or outcomes.

4.5.6. Furniture Maintenance

Proposers are encouraged to describe any available ongoing maintenance services, support programs, or recommended care schedules for the proposed furniture. This may include, but is not limited to:

- Recommended cleaning methods and materials for upholstery, surfaces, and hardware
- Guidance on routine inspection or adjustment (e.g., tightening fasteners, checking frames)
- Availability of repair, replacement, or touch-up services for high-use areas
- Preventive maintenance options or service plans offered through the manufacturer or distributor
- Lead times and processes for ordering replacement parts or components
- Recommendations for extending product life in a community/recreation environment (e.g., chlorinated, wet, or high-traffic conditions)

The City is especially interested in **practical and cost-effective approaches** to maintaining the furniture's appearance, safety, and performance throughout its lifecycle.

4.5.7. Reporting Requirements:

- Daily updates during delivery/installation.

- Submittals for approval (fabric samples, finish boards).
- Final close-out report with warranty contacts.

4.5.8. Site Conditions, Access, Facility Requirements:

- The contractor must coordinate the delivery schedule with FCI and the City Project Manager.
- Must follow FCI's jobsite safety and security protocols.
- Deliveries may be restricted to specific hours/entrances.

4.5.9. Technology, Security, Data Standards:

- Requirement that electronic manuals/warranty data be provided in PDF format.
- Any piece of furniture that incorporates powered components or IT-related features (e.g., powered desks, conference tables with outlets, charging stations) shall be **UL listed** or bear an equivalent nationally recognized testing laboratory (NRTL) certification. Documentation of compliance shall be provided upon request.

4.5.10. Delivery Schedule

The Proposer shall provide a project schedule delineating key milestones, deliverables, and deadlines to complete the project by **August 14, 2026**.

- Tie installation to substantial completion milestones (**July 31, 2026**).
- Require Contractor to provide a detailed phasing schedule (especially if multiple areas are staged differently).
- Specify deadlines for punch list completion.

4.6. Special Conditions and Provisions:

4.6.1. Questions Regarding the Solicitation Process or Scope of Work

All questions regarding this solicitation shall be submitted by email only to:

Kathleen Franklin, Purchasing Agent

Email: kathleenf@gjcity.org

4.6.2. Non-Mandatory Virtual Pre-Proposal Meeting: Prospective Proposers are strongly encouraged to attend a non-mandatory virtual pre-proposal meeting to gain a comprehensive understanding of the project scope, technical requirements, and submission expectations.

Meeting Details:



Date: November 3, 2025




Time: 2:00 p.m. (Mountain Standard Time)



Location: Virtual via Microsoft Teams


Join Online:

 [Join the meeting now](#)

 **Meeting ID:** 220 929 840 334 2

 **Passcode:** DP2XT9pn

Join by phone:

 [+1 945-468-6551,,933402994#](#) United States, Dallas

 **Phone Conference ID:** 933 402 994#

 [Find a local number](#)

Purpose and Participation

This virtual meeting is intended to:

- Address questions about the Scope of Work, deliverables, schedule, or project coordination
- Clarify submission procedures and technical requirements

Proposers are expected to have thoroughly reviewed the entire solicitation prior to attending the meeting.

While attendance is not required to submit a proposal, it is strongly recommended to ensure proposals are complete, responsive, and aligned with the City's expectations.

Important Notices

- Statements made during the meeting do not modify the solicitation.
- Any changes, clarifications, or interpretations of the RFP will be issued exclusively by written addendum and shall be considered official and binding.

4.6.3. Compliance with Standards

All furniture provided under this Contract shall comply with applicable ANSI/BIFMA performance standards and ADA accessibility requirements and shall utilize low-VOC or GREENGUARD-certified finishes where available.

4.6.4. Sustainability Practices

The Contractor shall utilize sustainable processes, solutions, and products where available and cost-effective. This includes, but is not limited to:

- Furniture manufactured with recycled or renewable content.
- Low-VOC, GREENGUARD, or equivalent certifications for finishes, fabrics, and adhesives.
- Packaging minimizes waste and maximizes recyclability.
- Transportation, storage, and installation practices that reduce environmental impacts.

Proposers shall describe in their proposal how sustainable practices are incorporated into manufacturing, delivery, installation, and warranty service, while maintaining cost-effectiveness for the City.

4.6.5. Cooperative Purchasing and Future Orders

Proposers shall indicate whether proposed pricing is available through a cooperative purchasing agreement. If so, identify the cooperative name, agreement number, discount percentage, and expiration date. Proposers are encouraged to outline any additional benefits available through such arrangements.

4.6.6. Key Staff Reassignment: Key personnel identified in the proposal are expected to remain assigned to the project for its duration. If reassignment or substitution becomes necessary, the Contractor shall notify the City in writing no later than five (5) business days prior to the proposed change, or as soon as practicable in the event of an unforeseen circumstance.

The Contractor shall provide:

- A written explanation for the change; and
- The qualifications and experience of the proposed replacement.

Any replacement must have qualifications and experience equal to or greater than those of the individual being replaced.

The City reserves the right to review and approve any changes to key personnel to ensure continuity and alignment with project objectives.

4.6.7. Cost Proposal Requirements

Proposers are not required to submit pricing for all furniture items or all rooms; however, **if a Proposer elects to submit pricing for a specific room number or room name category, pricing must be complete for that entire room.**

Proposers shall complete and submit the required pricing form, **Attachment A – Furniture RFP Response Spreadsheet**, as part of its proposal. The spreadsheet must be submitted in its original Excel format (i.e., not embedded in other documents or converted to PDF) and must be fully populated with all required pricing and product information for each room number or room name (category) the proposer is submitting.

The City reserves the right to award a **single award** or **multiple awards** based on the best overall value and proposers' ability to meet project needs. Partial proposals will be accepted and evaluated accordingly.

Attachment A Must Include:

- Unit pricing and extended pricing for each item
- Product model numbers, descriptions, and finish selections
- Pricing for all specified items, as well as any proposed alternates

All pricing must be comprehensive and inclusive of all costs necessary to fully furnish, deliver, install, and close out the project. This includes, but is not limited to:

- Furniture, finishes, and accessories identified in Attachment A
- Delivery, freight (F.O.B. Destination – Freight Prepaid and Allowed), and storage (if applicable)
- On-site installation and assembly
- Removal and disposal of all packing materials
- Project management, submittals, coordination with the City and architect, punch list resolution
- Provision and coordination of whips and electrical connections, if applicable
- Warranties, product manuals, setup/maintenance instructions, training, and all required closeout documentation
- Any other incidental costs that are necessary for complete and successful performance (e.g., mobilization, travel, insurance, permits, etc.)

No additional charges will be accepted beyond the agreed price unless expressly authorized in the Contract Documents.

The City reserves the right, and pricing flexibility at its sole discretion, to:

- Remove items from the package if deemed unnecessary, with corresponding credits applied as shown in the spreadsheet
- Add items in quantities not originally specified, using the unit pricing provided
- Accept alternates that meet or exceed the specifications

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

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

4.6.8. Quantities: The quantities identified in **Attachment A—Furniture RFP Response Spreadsheet** are based on the current design documents and represent the City's intended purchase for the Community Recreation Center. The City may adjust final quantities prior to order placement. Any such adjustments shall be priced using the Contractor's submitted unit sell rates, with the corresponding credit or addition applied to the Contract amount.

4.6.9. Minimum Order Quantities: The Contractor shall not impose minimum order quantity requirements. All items listed in **Attachment A – Furniture RFP Response Spreadsheet** shall be provided as specified, regardless of the quantity

per line item. The City reserves the right to order individual items in the quantities that best meet its operational needs, including small-quantity or single-unit orders, without penalty or surcharge.

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

- The Contract represents the entire agreement between the parties. Performance shall be governed exclusively by the terms, specifications, and requirements outlined in the Contract and 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.

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

4.6.11. Project Manager: The City's Project Manager shall oversee, approve, and accept all Services/Work performed within the Scope of Work.

During the performance of the Contract, all notices, letters, submittals, and other communications directed to the City shall be delivered to the designated City representative at the following address.

Kirsten Armbruster
Project Engineer
City of Grand Junction
Engineering and Transportation Department
244 N 7th St
Grand Junction, CO 81501

4.6.12. Contract Administrator: The Contract Administrator for the City shall be responsible for all matters related to the administration of the contract, including issuances of amendments, modifications, change orders, or general contract interpretation. All such inquiries shall be directed to:

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 all administrative matters related to the contract. This role does **not** include technical oversight or work acceptance, which remains under the authority of the designated Project Manager or City Point of Contact.

4.7. Contract Term

The Contract shall become effective upon execution by both Parties and shall remain in effect until all furniture has been delivered, installed, accepted by the City, and all contractual obligations have been fulfilled.

Attachments

The following documents are incorporated by reference and are essential for understanding and fulfilling the Scope of Work. Proposers are responsible for reviewing all referenced materials prior to submitting a proposal. All services, work, and deliverables must conform to applicable specifications and be coordinated with the overall project requirements and schedule.

[Attachment A – Furniture RFP Response Spreadsheet](#)

[Attachment B – Project Design Threads](#)

[Attachment C – Furniture Floor Plans](#)

[Attachment D – Furniture Specifications Document](#)

[Attachment E – AutoCAD & Revit Base Drawings](#)

- [Sheet - A931 - FIRST FLOOR FURNITURE PLAN - AREA A.dwg](#)
- [Sheet - A931 - FIRST FLOOR FURNITURE PLAN – AREA A.pcp](#)
- [Sheet - A932 - FIRST FLOOR FURNITURE PLAN - AREA B.dwg](#)
- [Sheet - A932 - FIRST FLOOR FURNITURE PLAN - AREA B.pcp](#)
- [Sheet - A933 - FIRST FLOOR FURNITURE PLAN - AREA C.dwg](#)
- [Sheet - A933 - FIRST FLOOR FURNITURE PLAN - AREA C.pcp](#)
- [Sheet - A934 - FIRST FLOOR FURNITURE PLAN - AREA D.dwg](#)
- [Sheet - A934 - FIRST FLOOR FURNITURE PLAN - AREA D.pcp](#)
- [Sheet - A935 - MEZZANINE FURNITURE PLAN - AREA D.dwg](#)
- [Sheet - A935 - MEZZANINE FURNITURE PLAN - AREA D.pcp](#)
- [Large-24x36](#)

[Attachment F – FCI's Site Safety Guidelines](#)

Tentative Calendar of Events:

Event and Details	Date
-------------------	------

Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	October 23, 2025
Non-Mandatory Virtual Pre-Proposal Meeting Please refer to Section 1.5.	November 2, 2025 2:00 p.m. (MST)
Inquiry deadline No questions will be accepted after the close of business on this date	November 11, 2025
Final Addendum Issued (if applicable)	November 14, 2025
Proposal Submission Deadline Electronic submission via BidNet® Direct only	December 2, 2025 <i>Before 1:00 p.m. MST</i>
Evaluation of proposals Internal review by City-appointed evaluation committee	December 2 -12, 2025
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks: Week of January 5, 2026
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	January 19, 2026
City Council Approval (if required) For contracts meeting the approval threshold	February 4, 2026
Contract execution Contingent upon Council approval and funding availability	February 6, 2026

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

The remainder of this page has been intentionally left blank.

Section 5.0: Preparation and Submittal of Proposals

5.1. Submission Requirements

Proposals shall be submitted electronically through 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 plans. Free registration may take up to 24 hours to activate, so early registration and submission are recommended.
- Please refer to the [BidNet Electronic Vendor Registration](#) page.
- The City does not control or administer the 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** before the proposal deadline.

No other form of submission will be accepted. Proposals must be fully uploaded and confirmed in BidNet Direct before the submission deadline. Draft or incomplete uploads will not be considered. Late submissions will not be accepted under any circumstances.

5.2. Proposal Format and Submission Requirements

Proposals shall be submitted as a **single, searchable PDF document**, not to exceed **forty (40) pages in total length, excluding** the required **Solicitation Response Form (Section 7.0)** and the separately submitted **Attachment A – Furniture RFP Response Spreadsheet**.

To ensure a fair and consistent review process, any content beyond the first forty (40) pages of the PDF proposal will not be evaluated.

Proposals must be **clearly organized in the order outlined in Section 5.0 – Proposal Format**, with labeled sections that correspond to the response criteria. This structure is intended to support a consistent and objective evaluation by the Selection Committee.

Note: The completed **Attachment A – Furniture RFP Response Spreadsheet** must be submitted as a **separate Excel file** (not embedded within the PDF or converted to another format).

5.3. Letter of Interest

Proposers shall submit a Letter of Interest succinctly describing its interest in working with the City on this project. The Letter of Interest shall:

- Provide a brief narrative outlining the approach to the Project and how the Work will be performed.
- Summarize relevant experience, expertise, and organizational capacity.

- Demonstrate the Proposer's understanding of the Project and commitment to fulfilling the City's objectives.
- Identify the primary point of contact (name, title, address, phone number, and email).
- Identify the individual(s) authorized to make representations and enter into binding agreements on behalf of the Proposer.
- Include the signature, printed name, and title of a duly authorized representative; and
- **Certify that the proposal and pricing will remain valid for ninety (90) days after the proposal date.**

By submitting a proposal, the Proposer certifies agreement to comply with all requirements, conditions, and terms of this solicitation.

5.4. Solicitation Response Form

Proposers shall complete and submit the Solicitation Response Form provided in Section 7.0 of this RFP. Only the completed form is required. Proposers shall not return the entire solicitation document unless submitting exceptions, proposed modifications, or marked changes to the terms and conditions.

5.5. Cost Proposal

Proposers shall submit a detailed cost proposal in accordance with **Section 4.6.6 – Cost Proposal Requirements**, using the required form provided as **Attachment A – Furniture RFP Response Spreadsheet**. All unit pricing, extended totals, finishes, model numbers, and any proposed alternates shall be clearly documented within the spreadsheet.

Proposers may submit pricing for **all room names** (categories) or elect **only specific room name categories**. However, to be considered for a split award, pricing must be **complete for the entire room name (category)**; partial room submissions will not be evaluated.

See Section 4.6.4 for cooperative purchasing details to be included.

5.6. Capacity, Credentials, Experience, and Qualifications

Proposals shall include information demonstrating the Proposer's capacity, experience, and qualifications to perform the Work. At a minimum, this section shall address:

- Company profile, years in business, and organizational structure.
 - Relevant experience with furnishing and installing furniture for projects of similar size, scope, and complexity.
 - **Experience coordinating furniture delivery and installation with architects, construction managers, and subcontractors on new facility construction projects.**
 - Staffing plan and qualifications of key personnel; and
 - Dealer/manufacturer certifications (ANSI/BIFMA, flammability compliance, sustainability).
-

5.7. Strategy and Implementation Plan

Proposers shall provide a clear and comprehensive strategy for delivering the Work required under this solicitation. The plan shall demonstrate an understanding of the City's objectives and present a structured approach to fulfilling all requirements outlined in Section 4.0 – Specifications and Scope of Work.

At a minimum, the plan shall address:

- Logistics, storage, and staging (if required).
- Product and fabric selection schedule.
- Delivery and installation schedule.
- Phasing of Work by area or building section; and
- Coordination with the City, architect, and construction manager.

The strategy shall clearly illustrate the Proposer's readiness and capability to successfully complete the Project in alignment with the City's requirements and objectives.

5.8. References

Proposers shall provide a minimum of three (3) references from projects of similar scope, project size, and budget in the last five (5) years. At least one (1) reference shall be from a municipal, institutional, or recreation project. References shall demonstrate the Proposer's ability to deliver high-quality results, manage challenges, adhere to budgets and schedules, and meet contractual obligations.

For each reference, provide the following information:

- Client Name and Address
- Point of Contact (name, title, organization, phone number, and email address)
- Dates of project

- Key personnel assigned, including specific roles in the project
- Describe the work performed, including any significant challenges and how it was addressed.
- Original budget and final project cost; and
- Explanation of any deviations from the original project, budget, or expected outcomes

The City will use this information to evaluate the Proposer's reliability, responsiveness, and overall performance in delivering work comparable to that required under this solicitation.

5.9. Legal Proceedings and Litigation

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

At a minimum, disclosure shall include:

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

For each case, provide:

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

Failure to disclose relevant legal proceedings may impact the City's evaluation of the Proposer's responsibility and suitability for award.

5.10. Additional Data (Optional)

Proposers may submit additional information that it believes will assist the City in evaluating its proposal, provided such information is clearly identified as supplemental.

The remainder of this page has been intentionally left blank.

Section 6.0. Evaluation and Award

6.1. Evaluation Process

An evaluation committee appointed by the City will review all qualified proposals based on the Proposer's demonstrated expertise, capability, and reliability to perform the Scope of Work successfully. The committee will assess each proposal's integrity, responsiveness, and overall credibility to ensure confidence in contract performance.

The evaluation committee will recommend an award(s), which is subject to the City Council's final authorization of the contract.

6.2. Evaluation Summary

Proposals will be evaluated and prioritized based on the criteria, categories, and weighting described below.

The City reserves the right to:

- Accept or reject any portion of a proposal, including alternates and substitutions
 - Consider the Proposer's past performance on contracts with the City or other entities as a part of the evaluation process; and
 - Make an award, multiple awards, or no award, in the City's best interest.
-

6.3. Scoring Criteria

The City will evaluate proposals using the criteria and relative weights identified below. Each evaluation committee member will independently score qualitative criteria on a scale of 1 to 10, where 1 indicates an unsatisfactory response and 10 indicates a highly qualified response that fully meets or exceeds the solicitation requirements. Raw scores will be multiplied by the assigned weight to calculate weighted scores. The total score will be the sum of all weighted scores across the evaluation criteria.

6.3.1. Evaluation Criteria and Weighted Values (Qualitative – 100%)

- Responsiveness to Solicitation – 5%
 - Understanding of Scope and City Objectives – 20%
 - Capacity, Credentials, Experience, and References – 25%
 - Strategy and Implementation Plan – 25%
 - Delivery Schedule and Warranty – 25%
-

6.4. Shortlisting Proposers

The City will use the process outlined below to develop a shortlist of Proposers; however, the City reserves the right to modify this process if deemed in its best interest:

- **Compliance Review** – All proposals will be reviewed to confirm compliance with the mandatory requirements of this solicitation. Non-responsive proposals will be eliminated from further consideration. The Purchasing Agent may request clarifications from Proposers as needed.
- **Evaluation and Scoring** – Responsive proposals will be independently evaluated and scored by the evaluation committee in accordance with Section 6.3. Scores will be compiled into an Evaluation Matrix to assist in ranking and prioritizing Proposers.
- **Interviews or Presentations (if requested)** – At the City's discretion, shortlisted Proposers may be invited to participate in interviews, presentations, or product demonstrations to further assess qualifications and implementation approach.

6.5. Reference Checks

The City reserves the right to conduct reference checks for the top-ranked Proposer(s) to verify past performance, reliability, and qualifications. Reference checks may include, but are not limited to, inquiries regarding:

- The Proposer's performance on comparable furniture projects, particularly municipal, institutional, or recreation facilities.
- Adherence to delivery and installation schedules, budgets, and contractual requirements.
- Coordination with architects, construction managers, and City staff; and
- Responsiveness, professionalism, and quality of products and services provided, including warranty service.

The City may contact the references listed in the proposal and/or other sources familiar with the Proposer's performance. The City also reserves the right to conduct site visits to completed projects or take other reasonable steps to further assess the Proposer's capabilities and verify the information submitted in the proposal.

6.6. Interviews

At the City's discretion, Proposers may be invited to participate in interviews or presentations to further evaluate its qualifications, approach, and ability to fulfill the Scope of Work. Interviews may be conducted virtually or in person.

If used, interviews will generally be limited to Proposers scoring within the top tier of evaluations (typically the top 85% to 100%), although the City reserves the right to adjust this threshold based on proposal quality and the number of competitive responses.

Shortlisted Proposers will be notified if interviews are required. Interview details will include:

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

6.7. Negotiations

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

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

- Price adjustments or submission of a Best and Final Offer (BAFO)
- Refinements to scope, schedule, or technical components of the proposal; or
- Other modifications as reasonably requested by the City to ensure alignment with project goals and requirements

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

6.8. Award

The award will be made to the Proposer whose proposal is determined to be most advantageous to the City, considering price and other evaluation factors. The City reserves the right to:

- Award a contract in whole or in part, to one or more Proposers, or to designate a primary and secondary Contractor, if deemed in the City's best interest. The City's preference is to make a single contract award for the complete furniture package.
- Accept or reject any portion of a proposal, including individual furniture groupings or packages, as it best serves the City's interests.
- Split the award among multiple Contractors if advantageous based on cost, schedule, furniture type, product availability, or other relevant factors.
- Reject any or all proposals and waive informalities or irregularities.
- Consider a Proposer's history of performance with the City or other public agencies when determining responsibility and final suitability for award.

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

6.9. Contract Execution

- The selected Proposer shall execute the Contract within the timeframe specified by the City following award notification. Failure to do so may result in the City awarding the Contract to the next highest-ranked Proposer or re-soliciting the Work.
 - Contract execution is expressly contingent upon appropriation of funds by the City Council and final City authorization.
-

6.10. Notice of Intent to Award & Protest Procedures

- The City may issue a Notice of Intent to Award prior to final contract execution. Such notice does not create a binding obligation on the City.
- Any formal protest must be submitted in writing within the timeframe specified in the Notice of Intent to Award, and in accordance with the City's [Procurement Policy](#).

The remainder of this page has been intentionally left blank.

Section 7.0. Solicitation Response Form

RFP-5748-25-KF

“Furniture for the New City of Grand Junction Community Recreation Center”

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

Attachment A – Furniture RFP Response Spreadsheet

This spreadsheet is included in the proposal response:

☐ Yes ☐ No

Cooperative Purchasing:

Are the proposed products available through a cooperative purchasing contract for future City purchases?

☐ Yes ☐ No

If yes, provide the following:

- Cooperative Name(s), Contract Number(s) and Expiration Date:

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 payment terms shall be Net 30 days.
- A prompt payment discount of _____ percent of the net dollar will be offered, to the City if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA

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

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

The Proposer is solely responsible for ensuring that all Addenda have been received, reviewed, and acknowledged as part of the Proposal submission.

Additionally, the Proposer must submit:

- A letter signed by the entity's Owner or a Statement of Authority delegating authorization to act on behalf of the Proposer.
- A completed and current IRS Form W-9 before contract execution.

Proposer Information and Authorization

Entity Name: _____

Authorized Agent Name & Title: _____

Authorized Agent Signature: _____

Telephone Number: _____

Email Address of Agent: _____

Business Address: _____

City, State, ZIP Code: _____

Date: _____

Subcontractor Disclosure

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

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

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

The remainder of this page has been intentionally left blank.