



Request for Proposal

RFP-5754-26-KN

Global Positioning System (GPS)-Guided Field Painting Equipment for Parks and Recreation (Lease or Purchase)

Proposal Deadline

December 1, 2025, before 2:00 PM (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](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 1.8.

Purchasing Agent Contact

Kassy Nelson

kassyh@gjcity.org

970-244-1546

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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:

Kassy Nelson

kassyh@gjcity.org

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

- 1.4. **Purpose:** The City of Grand Junction, Colorado, is soliciting competitive proposals from qualified firms to provide Global Positioning System (GPS)- guided field painting equipment and related support services for the Parks and Recreation Department, available for lease or purchase as determined to be most advantageous to the City.

Section 4.0 of this solicitation outlines the equipment specifications, performance expectations, delivery requirements, customer service standards, and requirements for timely repair or replacement to minimize equipment downtime (Scope of Work). All products and services shall be performed in accordance with the terms and conditions set forth in this solicitation and incorporated into any resulting contract, if any.

- 1.5. **The City:** The City will act by and through its authorized representative(s).
- 1.6. **Compliance:** By submitting a proposal, the Proposer affirms its commitment to comply with all terms, conditions, and requirements outlined in this solicitation, including any modifications made through addenda. Should a Proposer identify any ambiguity, omission, or conflict within the documents that might impact its/his/her understanding of the requirements, the Proposer must seek clarification from the Purchasing Agent prior to the inquiry deadline. Failure to do so shall not relieve the Proposer of its obligation to fulfill the Contract requirements.

- 1.7. Controlling Authority:** The 2024 version of the City [Procurement Policy](#) is controlling.
- 1.8. 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-5754-26-KN

Global Positioning System (GPS)-Guided Field Painting Equipment for Parks and Recreation (Lease or Purchase) RFP-5754-26-KN

Date/Time: December 1, 2025, 2:00 PM (America/Denver)

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

<https://meet.goto.com/196080021>

Or join the meeting by phone.

Access Code: 196-080-021

United States: +1 (408) 650-3123

To join from a video-conferencing room or system:

Meeting ID: 196-080-021

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

Or dial directly: 196080021@67.217.95.2 or 67.217.95.2##196080021

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

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

- 1.9. 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.

- 1.10. 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.

- 1.11. 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 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.
- 1.12. 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 Firm breaches this certification, the City reserves the right to terminate the Contract immediately without liability and may pursue all available legal remedies.
- 1.13. 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.
- 1.14. 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.
- 1.15. 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.
- 1.16. 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.
- 1.17. 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.

1.18. 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.

1.19. 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.

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

All addenda will be distributed electronically through the BidNet Direct Rocky Mountain E-Purchasing System at <https://www.bidnetdirect.com/colorado/city-of-grand-jection>. 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.

1.21. 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:

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

1.21.2. 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.

1.22. 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:

- 1.22.1.** Clearly mark each page or section of the submission containing such information with the words “**Confidential Disclosure.**”
- 1.22.2.** Upload confidential information as a separate document; and
- 1.22.3.** 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.

1.23. 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 1.22.

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

1.24. 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:

- 1.24.1. 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:
 - 1.24.1.1. A comparison of original schedules to actual completion dates
 - 1.24.1.2. A brief explanation of methods used to manage timelines and mitigate delays
- 1.24.2. Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.
- 1.24.3. Maintain a satisfactory track record of integrity, ethical practices, and regulatory compliance.
- 1.24.4. Be fully qualified and otherwise eligible to receive an award and enter a legally binding Contract with the City.
- 1.24.5. Ensure full compliance with the requirements outlined in Section 5.0. – **Preparation and Submittal of Proposals.**

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

Proposers may be required to submit satisfactory evidence demonstrating 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:

- 1.25.1. 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
 - 1.25.2. 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.
- 1.26. Taxes:** The City is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.
- 1.27. Sales and Use Taxes:** The Firm 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.
- 1.28. 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.

- 1.29. 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 Firm. By executing the Contract, the Firm represents that it has familiarized itself with the conditions under which the products and/or Services shall be provided 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 Firm shall be responsible for obtaining and paying all permits, licenses, and fees, if any, required for the proper delivery, operation, and servicing of the equipment provided under this Contract. The Firm shall comply with all applicable federal, state, and local laws, ordinances, codes, rules, regulations, and orders of any public authority, including those of the City, governing the provision, leasing, or sale of products and related services.

If the Firm identifies any inconsistencies or conflicts between the Contract Documents and applicable legal or regulatory requirements, the Firm shall promptly notify the City in writing. The City will determine the appropriate course of action to resolve such variances in the City's best interest.

Should the Firm proceed with any activities under this Contract knowing it to be noncompliant with applicable laws or regulations and fail to provide written notice to the City, the Firm 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 Services: The Firm is fully responsible for the actions and omissions of its/his/her employee(s), subcontractors, and any other individual(s) performing any of the Services under the Contract.

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

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

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

2.6. Protection of Persons and Property: The Firm shall comply with all applicable federal, state, and local laws, ordinances, and regulations governing the safety and protection of persons and property during the delivery, demonstration, training, operation, and servicing of the equipment provided under this Contract. The Firm shall implement and maintain appropriate precautions to safeguard City staff, the public, and property from damage or injury related to the performance of its obligations.

Should any damage, injury, or loss to public or private property arise from any act, omission, negligence, or misconduct of the Firm, its employees, agents, or subcontractors, or from the Firm's failure to fulfill its contractual obligations, the Firm shall, at its sole expense, promptly restore the affected property to a condition equal to or better than its pre-existing state. Restoration shall be completed in a manner acceptable to the City. If the Firm fails to remedy such damage or injury promptly, the City reserves the right to take corrective action and recover all associated costs from the Firm.

2.7. Changes in the Products and/or Services: The City may request changes within the general scope of this Contract, including additions, deletions, substitutions, or other modifications to the products or related services provided. Such changes shall not invalidate the Contract but may require an equitable adjustment to the Contract Sum or Contract Time.

No change shall be deemed authorized, approved, or binding unless memorialized in a written Change Order executed by duly authorized representatives of both Parties.

The Firm shall not proceed with any modification to the products or services until a fully executed Change Order is in place.

Adjustments to the Contract Sum or Contract Time shall be made only in accordance with the terms and conditions of the Contract Documents. No claim for additional compensation or extension of time shall be valid absent an approved, executed Change Order.

2.8. Minor Changes in the Products and/or Services: The City may authorize minor changes to the products and/or services that do not alter the Contract Sum, extend the Contract Time, or conflict with the intent of the Contract Documents. Such changes may include minor adjustments to delivery, configuration, or training, as approved by the City in writing.

2.9. Correction of Products and/or Services: The Firm shall provide all products and perform all services in accordance with prevailing industry standards, exercising the level of skill, care, and expertise ordinarily applied by reputable firms engaged in similar work. Should any products or services fail to meet the requirements of the Contract Documents, specifications, or industry standards, the Firm shall, at no additional cost to the City, promptly correct, repair, or replace the non-conforming products or re-perform the deficient services to the satisfaction of the City.

The Firm shall bear all costs associated with correcting or replacing non-conforming products or services, including any additional work required by the City as a direct result of such deficiencies. If the Firm fails to remedy the non-conformance within a reasonable time, the City reserves the right to take corrective action, including procurement of replacement products or services from another source, and recover all related costs and damages from the Firm.

2.10. Acceptance Not Waiver: The City's acceptance, inspection, or approval of any products and/or services provided under this Contract shall not relieve the Firm of its continuing obligation to meet all applicable quality, performance, and timeliness requirements. The City's approval, acceptance, or payment for any products or services shall not be construed as a waiver of any rights under this Contract, nor shall it preclude the City from pursuing any remedies or claims arising from nonconforming or deficient performance under this Contract.

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

2.12. Assignment: The Firm 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 Firm shall comply with all applicable federal, state, county, and municipal laws, codes, ordinances, regulations, and requirements governing the provision of products and/or services under this Contract, including all applicable safety, environmental, and ethical standards.

The Firm warrants that it is fully qualified to provide the required products and/or services and possesses all necessary corporate authority, skills, credentials, experience, and professional or business licenses required by law. All such licenses and qualifications shall remain current and in good standing throughout the duration of the Contract.

- 2.14. Debarment/Suspension:** The Firm hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing Services.
- 2.15. Confidentiality:** The Firm shall keep confidential any non-public information disclosed by the City or obtained through the performance of this Contract, including but not limited to operational data, system access credentials, or other proprietary information related to the City's use of the equipment. The Firm shall not disclose such information to any third party except as required by law or with the City's prior written consent. The Firm shall take all reasonable measures to safeguard such 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 Firm agrees to:
 - 2.19.1.** The Firm 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 Firm 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 Firm shall state that the Firm 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 Firm certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Firm 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 Firm fails to fulfill its obligations under this Contract—including, but not limited to, timely delivery of products and/or services, adherence to quality and performance standards, or compliance with coordination or reporting requirements—the City may, after providing oral or written notice (with any oral notice documented in the contract file), procure substitute products and/or services from alternate sources. The Firm shall be liable for any additional costs or damages incurred by the City because of such failure.

In instances of nonperformance, the City may pursue progressive corrective actions as appropriate. However, if the failure materially affects operational outcomes, equipment functionality, or service continuity, or otherwise threatens public safety or 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 the Contract at any time shall not constitute a waiver of that provision or any other rights under the Contract. Such non-enforcement shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from enforcing any provision of the Contract later under the terms thereof.

2.23. Force Majeure: The Firm 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 Firm 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 Firm 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 Firm, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

The Firm 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 Firm: The Firm is and shall remain an independent firm in all respects under the Contract. Neither the Firm 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 Firm, its employees, agents, or subcontractors. The Firm 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 Firm 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. Products, Deliverables, and City Ownership:** All deliverables, training materials, configuration data, reports, or documentation specifically created or developed by the Firm for the City under this Contract shall become the sole property of the City upon creation or delivery. The Firm shall have no ownership or proprietary rights in such City-specific materials.

Any proprietary software, firmware, or intellectual property embedded in or associated with the equipment shall remain the property of the Firm or its licensors, subject to the City's rights of use as provided under the Contract.

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

- 2.27. Patents and Copyrights:** The Firm agrees to indemnify and hold harmless the City from any claims, including but not limited to those related to patent(s), copyright(s), trademark(s), or any other form of intellectual property rights infringement. In no event shall the City be held liable to the Firm for any damages, awards, costs of defense, or other expenses arising from allegations of intellectual property infringement. Any agreement resulting from the response to this Solicitation shall be rendered null and void in case of patent, copyright, or other intellectual property infringement. This includes but is not limited to the creation of derivative works based on the intellectual property of others.
- 2.28. Governing Law:** The Contract and/or any agreement(s) resulting from responding to this solicitation shall be deemed to have been made in, and shall be 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 Firm in preparing, submitting, and presenting a proposal in response to this solicitation shall be the Firm'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 Firm 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 Firm 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 Firm 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 Firm 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 Firm 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 Firm, 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 Firm and any other governmental entity under this provision. The City assumes no liability for any obligations, costs, or damages incurred by any other entity utilizing this Contract.

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

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

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

2.35.3. The “Contract Sum” refers to the total amount payable by the City to the Firm 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.

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

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

- The Americans with Disabilities Act (ADA)
- HB21-1110, requiring compliance with §§24-85-101, C.R.S., and subsequent sections
- The Accessibility Standards for Individuals with a Disability, established by the Colorado Office of Information Technology under §24-85-103(2.5), C.R.S.
- The State of Colorado's technology standards, including Level AA conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG)

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

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

Section 3.0: Insurance Requirements

At its own expense, the successful Firm 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 Firm’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 Firm’s failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve the Firm of any liabilities or obligations assumed under the Contract. Furthermore, the Firm shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

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

(a) Commercial General Liability

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

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

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

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

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

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

Required if the Firm provides customized software, programming, or system integration services.

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

(c) **Cyber Liability Insurance**

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

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

Required if the equipment or related software involved access to the City's network, data, or systems.

The Firm shall maintain Cyber Liability Insurance covering claims arising from data breaches, privacy violations, or network security.

This coverage shall remain in effect for the duration of the contract and at least one (1) year following contract termination

(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

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

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

3.1. Additional Insured Endorsement: The Commercial General Liability, Automobile Liability, and, if applicable, Cyber 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 Firm. The Firm shall be solely responsible for any deductible losses and self-insured retentions.

Proposers are strongly encouraged to review these insurance requirements with its insurance provider prior to submitting a proposal to ensure its ability to meet all minimum coverage levels and endorsement requirements if awarded a contract.

Section 4.0: Specifications and Scope of Work

- 4.1. Introduction and Objective:** The City seeks to acquire **Global Positioning System (GPS)-guided field painting equipment and related support services** for the Parks and Recreation Department, available for **lease or purchase**, depending on what is determined to be most advantageous to the City. This equipment will be utilized to enhance the efficiency and quality of athletic field operations and maintenance.

The department is responsible for maintaining numerous parks, sports complexes, and athletic fields, including both natural turf and synthetic surfaces. From **March through November**, staff manage weekly athletic events, tournaments, and frequent field reconfigurations. To ensure readiness for the upcoming season, the City intends to have **all equipment procurement, setup, and training completed by early to mid-February**.

This initiative aims to address current challenges and inefficiencies in the field marking process by introducing a **cloud-based, GPS-guided system** supported by **responsive and high-quality customer service**. The objective is to improve field preparation efficiency, accuracy, and consistency while reducing labor time and material waste.

- 4.2. Scope of Services and Equipment Requirements:** Firm will be responsible for providing services, which may include delivery, setup, initial training, warranty coverage, customer support, and maintenance response expectations.

4.2.1. Deliverables:

- Equipment meeting the specified performance criteria
- User manuals and training materials
- Warranty documentation
- Optional service or maintenance agreements
- On-site training
- Customer Service help line

- 4.2.2. Performance Standards and Service Levels:** Proposers shall clearly describe the performance capabilities and service levels of the equipment offered, including but not limited to paint capacity, GPS accuracy, operating efficiency, battery life or power source, and overall system reliability.

Proposers shall also describe its customer support and maintenance practices, including typical response times for service requests, warranty terms, and procedures for minimizing downtime in the event of equipment failure or repair needs.

The City seeks equipment and support services that ensure consistent, high-quality field painting operations with minimal disruption to scheduled activities

4.2.3. Reporting Capabilities: Describe capability of providing any documentation regarding (e.g., maintenance logs, service response reports, or software update summaries).

4.2.4. Technology and Security Requirements: Proposers shall describe all technology, software, and connectivity features associated with the proposed equipment, including any systems that rely on GPS, wireless communication, or internet access.

Proposers shall identify and describe the following:

- Any data transmission, storage, or user-access components required for operation.
- The security measures in place to protect data, system access, and user privacy.
- Whether any software, applications, or online platforms are required, including associated subscription or licensing requirements.
- The type and amount of data collected, who has access to it, and the data retention period.
- Any interoperability or integration capabilities with other systems or platforms.

If the proposed equipment connects to a network, web portal, or software application, the proposer shall explain how its system aligns with recognized cybersecurity and data protection standards.

If the proposed equipment includes customized software and updates or system integration, Professional Liability (Errors & Omissions) Insurance shall be required in accordance with Section 3.0. – Insurance Requirements

4.2.5. Cloud / App Requirements: Proposers shall describe any cloud, app, or software dependencies (including annual subscription costs) and clarify offline capabilities if internet connectivity is interrupted. Necessary for cloud-based painter. No dependency on-field base stations, tripods, or survey setup.

4.2.6. Additional Information: Proposers shall provide any additional information that supports their proposal and demonstrates the overall value and suitability of their equipment and services. This may include, but is not limited to:

- 4.2.6.1.** Details on paint compatibility, paint consumption rates, or other product-specific requirements.
- 4.2.6.2.** Training and operator support provided with the equipment, including format (on-site, virtual, or self-guided) and duration.
- 4.2.6.3.** Customer service structure, warranty coverage, and available service plans.
- 4.2.6.4.** Typical response times for repairs, replacement parts, or technical assistance.

- 4.2.6.5. Description of how and where replacement parts may be obtained, expected lead times for parts delivery, and whether the City may perform part replacements or basic maintenance without affecting warranty coverage.
- 4.2.6.6. Description of how the Firm will ensure continued parts availability, software updates, and technical support throughout the product's useful life, including policies related to product obsolescence or model discontinuation,
- 4.2.6.7. Any optional features, software tools, or enhancements that may benefit City operations.

The City encourages proposers to include all relevant information that distinguishes its solution and illustrates its reliability, efficiency, and long-term support capabilities.

4.2.7. Project Schedule and Implementation: Proposers shall provide a detailed project schedule outlining all major milestones from contract award through full operational readiness. The schedule should include, at a minimum, the following elements:

- 4.2.7.1. Current inventory or product availability (in stock, built-to-order, or estimated lead times).
- 4.2.7.2. Any known or potential impacts on delivery, such as supply chain constraints, tariffs, or transportation issues.
- 4.2.7.3. Estimated timelines for shipping, delivery, setup, installation (if applicable), calibration, and staff training.
- 4.2.7.4. Expected timeframe for operational start-up following delivery.
- 4.2.7.5. Typical turnaround time or downtime for repairs, maintenance, or warranty service during the contract term.

The City is seeking clear, realistic delivery and implementation timelines to ensure timely equipment availability and minimal disruption to scheduled field operations.

4.3. Special Conditions/Provisions:

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

Kassy Nelson, Purchasing Agent

kassyh@gjcity.org

4.3.2. Key Representative Notification: The Firm shall designate a primary representative responsible for coordination, delivery, and support under this Contract. The City shall be notified in writing as soon as practicable of any change in the designated representative or support personnel to ensure continuity of service and prevent operational downtime.

4.3.3. Quality of Deliverables: All products, documentation, and training materials provided under this Contract shall be complete, accurate, and professionally prepared in accordance with industry standards.

4.3.4. Fee/Price Proposal Requirements: At its discretion, proposers may submit pricing for either a purchase option, a lease option, or both. Firms are encouraged to provide both options if available to assist the City in determining the most advantageous acquisition method; however, submission of both is **not required**.

Pricing shall be detailed, itemized, and comprehensive. Each proposer shall submit a complete **price breakdown per unit** that identifies all costs associated with the delivery, setup, training, operation, and ongoing use of the proposed equipment.

Pricing shall, at a minimum, include the following components (as applicable):

A. Equipment Costs

- Unit purchase price for each model proposed.
- Unit lease price, specifying the term (monthly, annual, or annual renewal) and total cost per term.
- Equipment configuration or model variations, if more than one option is available.
- Included standard accessories.
- Optional accessories or upgrades (e.g., additional batteries, charging systems, replacement nozzles, paint tanks).

B. Software and Technology

- Initial software setup or activation fees.
- Annual or periodic subscription/license costs required for GPS mapping, route management, or operational software.
- Any costs associated with Real-Time Kinematic (RTK) GPS corrections, cellular data access, or cloud-based platform subscriptions.
- Duration of software license or subscription included with the purchase or lease price.

C. Services and Support

- Delivery, freight, and handling costs.
- Setup, calibration, and on-site commissioning.
- Operator and maintenance training (on-site, virtual, or hybrid) with duration and number of participants covered.
- Warranty coverage (standard and extended), including labor and parts.
- Optional maintenance or service plans, including annual cost and coverage description.

- Response time commitments for service calls, repairs, and replacement parts.

D. Consumables and Replacement Parts

- Cost of compatible paint or marking materials (if vendor-supplied).
- Price list for commonly replaced components (nozzles, hoses, sensors, etc.).
- Lead time and source for replacement parts (domestic vs. international).

E. Additional or Optional Costs

- Any applicable tariffs, taxes, or surcharges (identified separately).
- Discounts for multiple units, multi-year leases, or bundled service agreements.
- Any other costs necessary for full performance under the Contract

All pricing shall be **comprehensive, fixed, and inclusive** of all costs necessary and associated with the proposed equipment and services for complete delivery and setup, and operation of the equipment, including, but not limited to, materials, technology, delivery, installation, training, warranty, and travel (if applicable), and any other costs required for full performance under the Contract. The City shall not be responsible for additional or hidden charges, including but not limited to shipping, software renewals, licensing, insurance, or warranty extensions, unless expressly authorized by written amendment.

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

Proposers shall submit its pricing using the designated form provided in Section 7.0 – Solicitation Response Form.

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

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

4.3.5.1. 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.

4.3.5.2. Any change to the Contract, whether by modification or supplementation, must be accomplished by a formal Contract Amendment in writing and executed by a duly authorized representative of the Firm 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.

4.3.6. Project Manager or City Point of Contact: The City's Project Manager (or designated Point of Contact) shall oversee, approve, and accept all Services/Work performed within the Scope of Services.

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.

Linda Friesen, Parks and Recreation Sports Facilities Crew Leader
City of Grand Junction, Parks and Recreation
1340 Gunnison Avenue
Grand Junction, CO 81501

Jeff Anderson, Sports Facilities Supervisor
City of Grand Junction, Parks and Recreation
1340 Gunnison Avenue
Grand Junction, CO 81501

The City will provide the Firm with the designated Point of Contact upon contract award.

4.3.7. 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.

4.4. Contract Term and Renewal: The Contract shall not become effective until all required City approvals are obtained, including issuance of a fully approved Purchase Order. Execution of the Contract is contingent upon the appropriation and availability of funds in the City’s adopted 2026 budget.

Once executed, the Contract shall remain in effect through **December 31, 2026**, unless otherwise terminated or amended under the terms set forth herein.

At the City’s sole discretion and subject to a mutual written agreement, the Contract may be renewed for up to three (3) additional one-year terms, contingent upon satisfactory performance by the Firm and annual appropriation of funds approved by the City Council.

Unless otherwise modified by a duly executed written amendment, all terms, conditions, and **pricing/fee** provisions in the original Contract shall remain in effect during any renewal period.

Tentative Calendar of Events:

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	November 7, 2025
Inquiry deadline No questions are accepted after the close of business on this date	November 19, 2025
Final Addendum Issued (if applicable)	November 24, 2025
Proposal Submission Deadline Electronic submission via BidNet® Direct only	December 1, 2025, before 2:00 PM MST
Evaluation of proposals Internal review by City-appointed committee	December 1 – 8, 2025
Interviews & Product Demonstrations (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks: December 15-16, 2025 9:00 AM – 2:00 PM
Notice of Intent to Award (tentative) Subject to final evaluation, interview, and demonstration outcomes	December 22, 2025

Contract execution Contingent upon Council approval and funding availability	Week of January 5, 2026
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Note: All dates listed above are tentative and subject to change at the City's sole discretion. Any updates or changes will be communicated via a written addendum posted to BidNet® Direct.

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Section 5.0: Preparation and Submittal of Proposals

5.1. Submission Requirements

Proposals must be submitted electronically via BidNet® Direct Rocky Mountain E-Purchasing System: <https://www.bidnetdirect.com/colorado/city-of-grand-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 to the platform and confirmed in BidNet Direct before the submission deadline. Draft or incomplete uploads will not be considered, and late submissions will not be accepted under any circumstances.

5.2. Proposal Format

Proposals shall be submitted as a single, searchable PDF file. To ensure a fair and consistent review, proposals shall not exceed thirty (30) pages in total length, excluding the required **Solicitation Response Form** in **Section 7.0**. If a proposal exceeds this limit, the City will evaluate only the first thirty (30) pages provided.

Proposals shall be clear, concise, and organized to address the requirements outlined in this solicitation. Proposers are strongly encouraged to follow the section order provided to ensure a consistent and objective evaluation process.

5.3. Cover Letter

Proposers shall submit a cover letter introducing the firm and summarizing its interest in providing **Global Positioning System (GPS)-guided field painting equipment** for the City of Grand Junction Parks and Recreation Department. The letter should demonstrate the firm's understanding of the City's operational objectives and its commitment to providing reliable, high-performing equipment and responsive customer support.

The cover letter must include:

- A concise summary of the firm's relevant experience providing comparable GPS-guided or automated field painting equipment, including years in business and markets served.
- A brief statement describing the firm's approach to product support, training, parts availability, and warranty service.
- The name, title, address, phone number, and email address of the primary point of contact for this proposal.
- Identification of the individual(s) authorized to make representations and enter into binding agreements on behalf of the firm.
- The signature of a duly authorized representative with legal authority to bind the proposing entity, including printed name and title.

By submitting a proposal, the firm certifies its agreement to comply with all requirements, conditions, and terms outlined in this solicitation, including adherence to applicable legal, technical, and ethical standards.

5.4. Solicitation Response Form

Proposers shall complete and submit the **Solicitation Response Form** provided in Section 7.0 as part of its proposal submission. Only the completed form is required; the full solicitation document should not be returned unless the proposer is submitting exceptions, proposed modifications, or marked changes to the terms and conditions.

The completed Solicitation Response Form does not count toward the page limit specified in this solicitation.

5.5. Fee/Price Proposal

The proposer shall submit pricing in accordance with the requirements outlined in Section 4.4.4 – Fee/Price Proposal Requirements. Pricing shall be provided on an all-inclusive, per-unit basis for each option proposed, including separate pricing for purchase, lease, and annual software or subscription renewal fees.

All pricing shall include every cost necessary for complete delivery, setup, training, warranty, and support. A detailed, itemized price sheet must also be attached showing all components, accessories, subscriptions, and optional features or services.

Proposers shall also complete the Solicitation Response Form provided in Section 7.0 to summarize its total pricing.

5.6. Capacity, Credentials, Experience, and Qualifications

Proposers must demonstrate the capability, experience, and resources to successfully provide, deliver, and support the equipment and services described in this solicitation. Proposals should clearly show the firm's ability to supply reliable, proven GPS-guided field painting equipment and provide responsive technical and customer support.

Proposals should address the following areas:

- **Relevant Experience** – Summarize the firm's experience providing GPS-guided or automated field painting equipment or comparable technology to municipalities, schools, or athletic organizations. Include years in business, products represented, and service regions.
- **Customer Support and Service Capability** – Describe the firm's warranty service, repair turnaround times, parts availability, and support process. Identify local or regional service locations and key representatives responsible for coordination, delivery, and ongoing support.
- **Training and Implementation** – Outline the training and operator support included with the proposed equipment, including the training format, duration, and the number of participants covered.
- **Key Personnel and Qualifications** – Identify key individuals assigned to the City's account (sales, service, and support) and provide a brief summary of relevant experience or certifications.
- **References** – Provide at least three (3) client references for comparable equipment deliveries completed within the past five (5) years. Experience with municipal or public-sector contracts in Colorado or the surrounding region is preferred but not required. Each reference shall include:
 - Client name and address
 - Contact person, title, phone number, and email address
 - Description of the equipment or services provided, including delivery or completion date; if the equipment was leased, specify the lease term and duration of the client relationship
 - Summary of any challenges encountered, and the solutions implemented
 - Original cost and final cost
 - Firm's key personnel involved in facilitating the contract and providing related services
- **Reliability and Risk Mitigation** – Describe the firm's approach to minimizing equipment downtime, maintaining software and hardware updates, and ensuring continued parts and service availability throughout the product's life cycle.

The City will evaluate the proposer's demonstrated reliability, responsiveness, and ability to provide consistent, high-quality equipment and support comparable to those required under this solicitation.

5.7. Strategy and Implementation Plan

Proposers shall provide a clear and detailed plan describing how the proposed equipment will be delivered, installed, and supported to ensure timely and reliable operation. The plan should demonstrate the firm's understanding of the City's operational objectives and describe the proposed approach for meeting all requirements outlined in **Section 4.0 – Specifications and Scope of Work**.

The strategy may be presented as a narrative or in another suitable format and should address the following:

- **Delivery and Implementation Approach** – How the firm will manage delivery, setup, installation (if applicable), and operator training from contract execution through operational readiness.
- **Product Support and Maintenance** – How the firm will provide warranty coverage, parts availability, repairs, and technical assistance throughout the contract term.
- **Communication and Coordination** – How the firm's key representative will coordinate with City personnel to schedule delivery, training, and service activities while minimizing operational downtime.
- **Implementation Schedule** – A timeline identifying product availability, shipping or lead times, delivery, setup, training, and anticipated operational start-up.
- **Value-Added Features and Cost Efficiency** – Any additional features, technologies, or service options that enhance reliability, reduce downtime, or improve long-term cost-effectiveness for the City.

This plan should clearly demonstrate the proposer's readiness, reliability, and ability to deliver and support the equipment in alignment with the City's expectations and performance needs.

5.8. Legal Proceedings and Regulatory Actions

Proposers must disclose any legal proceedings, lawsuits, product recalls, or regulatory actions involving the firm, its employees, or any subcontractors that may perform work or provide products under this Contract. This includes:

- 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 matter, provide:

- A brief description of the issue or claim, including whether it relates to product performance, delivery, warranty, or business operations; and
- The status or final outcome

Proposers must also disclose any **known defects or prior product recalls** associated with the proposed equipment

Failure to disclose relevant legal or regulatory matters may result in disqualification or negatively affect the evaluation process.

5.9. Additional Data (Optional)

Proposers may include any additional information that demonstrates the value, innovation, or unique capabilities of their proposed equipment and related support services. This may include, but is not limited to:

- Specialized features, technologies, or design elements that enhance performance, accuracy, or ease of use.
- Sustainable or energy-efficient components, materials, or operational practices.
- Customer engagement, training, or support strategies that improve user experience and reliability.
- Distinguishing factors that demonstrate long-term value, reduced maintenance, or improved cost-effectiveness for the City.

This section is optional; however, proposers are encouraged to include information that may strengthen its proposal and highlight advantages that set its solution apart.

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Section 6.0. Evaluation Criteria and Factors

6.1. Overview

An evaluation committee appointed by the City will review all qualified proposals based on the Proposer's ability to demonstrate the expertise, capability, and reliability necessary 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.

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
 - Consider the Proposer's past performance on contracts with the City or other entities as a part of the evaluation process
 - Make an award, if any, in the best interest of the City
-

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 – 90%)

- **Responsiveness to Solicitation – 10%**
Demonstrates full compliance with RFP instructions, submittal format, and required documentation.
- **Understanding of Scope and City Objectives – 15%**
Demonstrates clear understanding of the City's operational needs, field use requirements, and desired outcomes.
- **Capacity, Credentials, Experience, and References – 25%**
Demonstrates proven experience supplying GPS-guided or automated field painting equipment and the ability to provide responsive technical and customer support.
- **Equipment Performance, Reliability, and Support Plan – 20%**

Demonstrates the quality, durability, and reliability of the proposed equipment, including warranty, training, maintenance, and support capabilities.

- **Delivery and Implementation Schedule** – 15%
Demonstrates the proposer’s ability to deliver, install, and initiate operations promptly with minimal disruption.
- **Value-Added Features and Innovation** – 5%
Identifies optional technologies, features, or efficiencies that provide additional benefit or cost savings to the City

Subtotal Qualitative: 90%

6.3.2. Cost Evaluation Methodology (10%)

Cost will be evaluated using the following formula:

$$(\text{Lowest Responsive Total Cost} \div \text{Proposer's Total Cost}) \times \text{Weight} = \text{Score}$$

- The proposer with the lowest responsive **total evaluated cost** - including all required unit, lease, and subscription pricing as outlined in Section 7.0. will receive the maximum available points.
- All other proposals will receive proportionally fewer points, based on the formula above.
- The **Total Evaluated Cost** identified in **Section 7.0 – Solicitation Response Form** will be used for cost scoring.
- Proposers must also provide a detailed itemized pricing proposal to support the total evaluated cost.

Incomplete, ambiguous, or unbalanced pricing may result in disqualification or a reduced score.

6.4. Shortlisting Proposers

The City will use the following process to shortlist proposals, but it reserves the right to modify this process if deemed in the City's best interest:

- **Compliance Review:** All proposals will be reviewed to ensure compliance with this solicitation's mandatory requirements. Non-responsive proposals will be eliminated from consideration. The Purchasing Agent may request clarification from Proposers if needed.
- **Evaluation and Scoring:** Evaluation committee members will independently review and score proposals based on the criteria. Scores will be compiled into an Evaluation Matrix to assist in ranking and prioritizing responsive proposals.

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 past performance on comparable projects and/or
- Adherence to project timelines, budgets, and contractual obligations; and/or
- Responsiveness, professionalism, and quality of work delivered.

The City may contact the references provided by the Proposer and/or other relevant sources familiar with the Proposer’s performance. The City may also request copies of final reports or deliverables and, if applicable, conduct site visits to further assess the Proposer’s capabilities and verify the information submitted in the proposal.

6.6. Interviews

At its discretion, the City may invite Proposers scoring within the top 85% to 100% for an interview (virtual or in-person) to evaluate further its qualifications, approach, and ability to fulfill the Scope of Services. The City reserves the right to adjust this threshold based on proposal quality and the number of competitive responses.

Shortlisted Proposer(s) will be notified if interviews are required. Interview dates will follow the schedule outlined in the #Tentative Calendar of Events. Proposers will receive details regarding:

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

6.7. Negotiations

The City reserves the right to negotiate with the highest-ranked Proposer following the evaluation process. The City will not negotiate with lower-ranked Proposer(s) 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 Best and Final Offers (BAFOs)
- Refinements to technical or scope-related components of the proposal
- 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 serve the City’s best interest.

6.8. Award

The City reserves the right to:

- Award a contract in whole or in part, award to one or more Proposers, or to designate a primary and secondary Contractor, if deemed in the City's best interest.
- 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 award suitability.

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

6.9. Contract Execution

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

6.10. Notice of Intent to Award & Protest Procedures

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

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Section 7.0. Solicitation Response Form

RFP-5754-26-KN "Global Positioning System (GPS)-Guided Field Painting Equipment for Parks and Recreation (Lease or Purchase)"

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

Pricing Summary: Proposers shall provide separate, all-inclusive pricing for the following categories. Each amount shall include all costs for delivery, setup, training, warranty, and support as described in Section 4.3.4. A detailed, itemized price sheet must also be attached showing all components, accessories, subscriptions, and optional costs.

1) Purchase Price (per unit)

\$ _____

Purchase Price (per unit) Written:

_____ dollars

2) Lease Price (per unit and lease term)

\$ _____ Term: _____

Lease Price (per unit and lease term) Written:

_____ dollars

3) Annual Software / Subscription Renewal Fee

\$ _____

Annual Software / Subscription Renewal Fee Cost Written:

_____ dollars

Note:

This form must be accompanied by a complete itemized price sheet detailing all costs associated with the proposed equipment, including accessories, consumables, software, training, warranty, maintenance, and any optional features or services.

- Itemized Price Proposal is attached (required in addition to summary pricing above).**
-

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.

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