



## **Request for Proposal**

RFP-5785-26-KF

# Fitness Equipment for the New City Grand Junction Community Recreation Center

### **Proposal Submission Deadline**

February 13, 2026, before 1:00 p.m. (Mountain Standard Time)

### **Electronic Submission Only**

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

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

### **Important Notice**

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

### **Virtual Solicitation Opening**

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

### **Purchasing Agent Contact**

Kathleen Franklin  
[kathleenf@gjcity.org](mailto: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** ..... 9

**Section 3.0: Insurance Requirements** ..... 21

**Section 4.0: Specifications and Scope of Work** ..... 23

    Attachments..... 33

        Attachment A — GJCRC Fitness Equipment List ..... 33

        Attachment B — GJCRC Fitness Layouts ..... 33

        Attachment C — GJCRC Fitness Equipment List Pricing Sheet..... 33

    Tentative Calendar of Events ..... 33

<b>Event and Details</b>	<b>Date</b>
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	January 9, 2026
Non-Mandatory Virtual Pre-Proposal Meeting Please refer to Section 1.5.	January 21, 2026
Inquiry deadline <i>No questions are accepted after this date</i>	January 30, 2026
Final Addendum Issued (if applicable)	February 4, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	February 13, 2026, before 1:00 p.m. MST
Evaluation of proposals Internal review by City-appointed committee	February 13-24, 2026
Interviews (if required) Virtual or in-person, by City invitation only. The City reserves the right to adjust the interview schedule, as required.	Tentative Interview Time Blocks <ul style="list-style-type: none"> <li>• <b>Monday, March 9, 2026:</b> 1:00 p.m. – 4:00 p.m. (MDT)</li> <li>• <b>Tuesday, March 10, 2026:</b> 8:00 a.m. – 1:00 p.m. (MDT)</li> </ul>
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	March 13, 2026

City Council Approval (if required) For contracts meeting the approval threshold	April 1, 1026
Contract execution Contingent upon approval and funding availability	April 3, 2026

**Section 5.0: Preparation and Submittal of Proposals ..... 35**

**Section 6.0. Evaluation Criteria and Factors ..... 39**

**Section 7.0. Solicitation Response Form ..... 45**

**Online Documents:**

- [City of Grand Junction, Parks & Recreation – About](#)
- [Community Recreation Center Information](#)

## 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](mailto: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 and experienced contractors to furnish and install commercial-grade fitness equipment at the new Community Recreation Center for the City of Grand Junction. The equipment types, quantities, and general layout have been previously selected by the City. The selected contractor will be responsible for procuring or leasing, delivering, assembling, placing, and installing the specified fitness equipment in strict accordance with the established equipment plan.




The City's objective is to ensure timely, coordinated, and professional execution of the work that meets all applicable quality, safety, manufacturer, and operational standards, and supports the planned opening of the facility without delay.

Section 4.0 of this solicitation (Scope of Work) defines the detailed requirements for equipment specifications, installation standards, coordination, and performance expectations. All Work, including any incidental services, shall be performed in full compliance with the requirements of this solicitation, which shall be incorporated into the Contract resulting from this solicitation, if any.




- 1.5. **Non-Mandatory Virtual Pre-Proposal Meeting:** Prospective Proposers are encouraged to attend a non-mandatory virtual pre-proposal meeting to gain a clear

understanding of the project requirements and conditions related to the Scope of Work.




**Meeting Details:**

-  **Date:** January 21, 2026
-  **Time:** 9:00 a.m. (Mountain Standard Time)
-  **Location:** Virtual via Microsoft Teams

**Join Online:**

-  [Join the meeting now](#)
-  **Meeting ID:** 295 438 558 850 87
-  **Passcode:** i29UF3Vx

**Join by phone:**

-  [+1 945-468-6551,639639079#](tel:+19454686551639639079) United States, Dallas
-  **Phone Conference ID:** 639 639 079#
-  [Find a local number](#)

**1.5.1. Important Notes**

- Attendance is not required to submit a proposal.
- Statements made during the virtual meeting shall not modify the solicitation.
- Only written addenda issued by the City shall be considered official and binding.

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

**1.7. Compliance:** By submitting a proposal, the Proposer affirms its commitment to comply with all terms, conditions, requirements, and instructions outlined in this solicitation, including any modifications issued by addenda. If a Proposer identifies any ambiguity, omission, or conflict within the solicitation documents that may affect its/his/her understanding of the requirements, the Proposer shall seek clarification from the Purchasing Agent prior to the inquiry deadline. Failure to do so shall not relieve the Proposer of its obligation to fully perform 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 adhere to the specified formatting, content, and submission guidelines outlined in this document.

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

**Solicitation Opening**

**Fitness Equipment for the New City Grand Junction Community Recreation Center (RFP-5785-26-KF)**

**Date/Time: February 13, 2026, 1:00 p.m. (America/Denver)**

**Please join the meeting with a computer, tablet, or smartphone**

<https://meet.goto.com/970626389>

**Or join the meeting by phone**

Access Code: 970-626-389

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

**To join from a video-conferencing room or system:**

Meeting ID: 970-626-389

Dial in or type: 67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)

Or dial directly: 970626389@67.217.95.2 or 67.217.95.2##970626389

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

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

- 1.10. Public Disclosure:** 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 has not engaged in any collusive action(s) or activity(ies) with any other Proposer or party in violation of applicable federal or state antitrust laws, rules, or regulations. Any proposal that shows evidence or creates reasonable suspicion of collusion among the Proposers will be rejected.

At the City’s sole discretion, it may choose to accept or reject future proposals from any party identified as having engaged in such collusive conduct.

- 1.13. 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 obligation, has previously

defaulted—whether as surety or otherwise—on an obligation to the City, or that is otherwise deemed to be irresponsible, unreliable, or unqualified.

The City reserves the right to require any Proposers to submit satisfactory evidence demonstrating its/his/her responsibility, experience with comparable projects, and possession of the necessary financial, managerial, and technical resources necessary to perform the proposed Work.

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

- 1.13.1.** Submission of more than one Proposal for the same solicitation by an individual, firm, consultant, contractor, corporation, or entity, whether under the same or different name; except where clearly identified as an alternate proposal (e.g., offering different product lines), and
  - 1.13.2.** Evidence of collusion among Proposers. Any participant found to be engaged in collusion shall be disqualified from current and future consideration for City contracts, subject to reinstatement at the City's sole discretion.
- 1.14. 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.
- 1.15. 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, termination of the contract, and potential legal consequences.
- 1.16. Altering the Proposal:** The Proposer must initiate any alterations before the opening date and time. Proposals may not be changed or amended after the submission deadline has passed.
- 1.17. 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 best interest of the City.
- 1.18. Withdrawal of a Proposal:** A submitted proposal must be firm, valid, and binding for ninety (90) days following the submittal deadline and only before the contract award.
- 1.19. 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.
- 1.20. Contract Documents:** The Contract Documents include this solicitation, the Proposer's submitted proposal and supporting documents, and any negotiations that

are formally accepted by the City and memorialized in a written agreement. These documents collectively constitute a binding and enforceable Agreement (“Contract”) between the City and the Proposer upon acceptance. The Contract represents the entire and integrated agreement between the City and the Proposer (“Parties”) and supersedes all prior negotiations, representations, or agreements, whether written or oral, between the Parties. Any modifications or amendments to this Contract must be made through a duly executed Change Order or Contract amendment.

- 1.21. Questions Regarding Specifications or Scope of Services:** All requests for clarification or interpretation of the Scope of Services, Work, or Specifications must be submitted in writing via email to the Purchasing Agent by the close of business on the inquiry deadline. The City is not obligated to respond to questions received after the deadline, and any responses provided will be at the City’s sole discretion.
- 1.22. 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.

- 1.23. 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.

- 1.24. 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:

- 1.24.1.** Clearly state each exception in a designated section of its proposal, specifying the affected requirement.
- 1.24.2.** 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.

- 1.25. Open Records and Confidential Materials:** 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, thereby eliminating any claim of confidentiality.

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

- 1.25.1.** Clearly mark each page or section of the submission containing such information with the words “**Confidential Disclosure.**”
- 1.25.2.** Upload confidential information as a separate document; and
- 1.25.3.** 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.

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

The City reserves the unrestricted right to use any concepts, ideas, or adaptations in any proposal received in response to this solicitation. This right extends to all proposals, regardless of the selection status, except where such use is expressly limited by properly designated and approved “Confidential Material” under Section 1.24.

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

- 1.27. 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:
- 1.27.1.** 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:
    - A brief explanation of methods used to manage timelines and mitigate delays.
  - 1.27.2.** Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.
  - 1.27.3.** Maintain a satisfactory track record of integrity, ethical practices, and regulatory compliance.
  - 1.27.4.** Be fully qualified and otherwise eligible to receive an award and enter a legally binding Contract with the City.
  - 1.27.5.** Ensure full compliance with the requirements outlined in Section 5.0. – **Preparation and Submittal of Proposals.**
- 1.28. Taxes:** The City is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.
- 1.29. 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.
- 1.30. 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.
- 1.31. Public Opening:** The proposal opening shall be conducted publicly in a virtual meeting immediately following the proposal deadline. Proposers, its/his/her representatives, and other interested parties are invited to attend.

To ensure transparency and procedural integrity, all proposals received in BidNet by the deadline will be formally acknowledged during the opening. In accordance with the nature of an RFP, only the names of the entities submitting proposals will be announced. No pricing details will be disclosed at this stage of the process.

## **Section 2.0: General Contract Terms and Conditions**

- 2.1. Acceptance of Terms:** Submission of a proposal in response to this solicitation constitutes a firm offer by the Proposer to perform the Work described herein. This offer shall be acknowledged in the Letter of Interest or Cover Letter, which must be

signed by an individual legally authorized to bind the Proposer to contractual obligations.

By submitting a proposal, the Proposer affirms agreement to all requirements, terms, and conditions contained in this solicitation, including compensation provisions and adherence to all contractual, legal, and ethical obligations.

If the Proposer's response deviates in any way from the City's stated requirements, such deviations must be clearly identified and explained within the proposal. Failure to disclose deviations may result in the City deeming the proposal fully compliant with the solicitation and considering the Proposer to have waived any right to negotiate alternate terms or modifications to the performance, except as explicitly specified within this solicitation.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract shall be executed by both the City and the selected Contractor. By executing the Contract, the Contractor affirms that it has familiarized itself with the conditions under which the Work shall be performed and correlated its/his/her observations with the requirements set forth in 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 aim to encompass all labor, equipment, materials, freight, delivery, storage, services, permits, and any other elements necessary to ensure the complete, timely, and professional performance of the Work in accordance with the specifications and the approved equipment list. Any deviation or substitution from the specified requirements must be obtained with prior written approval from the City.

- 2.3. Permits, Fees, and Regulatory Compliance:** The Contractor shall be responsible for obtaining and paying all necessary permits, governmental fees, and licenses required for the proper execution and completion of the Work. The Contractor must provide all necessary notices and comply with all applicable federal, state, and local laws, ordinances, building codes, ADA accessibility requirements, cybersecurity (for connected equipment), rules, regulations, and orders of any public authority, including those of the City, that govern the performance and execution of the Work.

If the Contractor identifies any actual or potential conflicts 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 course of action to address the issue.

Should the Contractor proceed with any Work knowing it to conflict with legal or regulatory requirements, and without informing the City, the Contractor shall be solely responsible for any resulting non-compliance, delays, penalties, or corrective measures, at no additional cost to the City.

- 2.4. Responsibility for Those Performing the Work:** The Contractor shall be fully responsible for the acts, omissions, and performance of its/his/her employee(s), subcontractors, agents, and any other individual(s) engaged in the performance of the Work under the Contract, as if such acts or omissions were those of the Contractor.

**2.5. Payment and Completion:** As set forth in the Contract, the Contract Sum represents the total compensation payable by the City to the Contractor for the full and proper performance of the Work, including all labor, materials, equipment, and incidental services required under the Contract.

Upon completion of the Work, the Contractor shall submit a written notice of readiness for final inspection, along with a detailed invoice accurately reflecting the Work performed. The City's designated Project Manager shall conduct an inspection in a timely manner. When the Work is determined to comply with the Contract Documents and satisfactorily completed, payment shall be processed in accordance with the terms of the Contract.

Progress payments may be authorized based on the Contractor's documented progress, provided that such portion of the Work has been completed, as documented by a detailed and itemized invoice. All invoices must accurately describe the scope, extent, and value of the Work performed to date.

All Work shall be performed in a workmanlike manner, consistent with generally accepted industry standards and best practices for similar projects, and in full compliance with all applicable federal, state, and local laws, codes, ordinances, and regulations.

**2.6. Protection of Persons and Property:** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders pertaining to the safety and protection of persons and property. The Contractor shall implement and maintain appropriate safety measures throughout the course of the Work, including, but not limited to, installing barriers or signage, following safe equipment handling protocols, and notifying City staff and adjacent users as applicable.

The Contractor is responsible for preventing damage, injury, or loss arising from its operations, including equipment staging, storage, transportation, and installation activities. This includes safeguarding the public, City personnel, construction partners, and all property, whether owned by the City, privately owned, or leased.

If any damage or loss occurs because of the Contractor's actions, omissions, negligence, or failure to comply with these requirements, the Contractor shall, at its/his/her sole expense, promptly restore the affected property to a condition equal to or better than its prior state, subject to City approval. Should the Contractor fail to act in a timely manner, the City reserves the right to perform or procure corrective actions and recover all related costs from the Contractor.

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

No change shall be considered authorized, approved, or binding unless and until both Parties fully execute a written Change Order. The Contractor shall not proceed with any changes until the Change Order is executed.

All changes must be approved through a written Change Order signed by both Parties and incorporated into the Contract. No adjustment to the Contract sum or time will be recognized without a duly executed Change Order.

**2.8. Minor Changes in the Work:** The City may authorize minor changes in the Work that do not alter the Contract sum, extend the Contract time, or conflict with the intent of the Contract Documents. Such minor changes may be authorized in writing by the City's Project Manager or designated representative and do not require a formal Change Order.

**2.9. Correction of Work or Equipment:** The Contractor shall perform all Work and provide all equipment and deliverables in accordance with prevailing industry standards, ensuring professional quality, regulatory compliance, and full alignment with the specifications outlined in the Contract Documents. This includes, but is not limited to, proper assembly, functional testing, calibration, installation, and staff training, where applicable.

If any portion of the Work performed or equipment delivered, whether purchased or leased, is found to be defective, non-functional, improperly installed, or otherwise non-compliant with Contract requirements or manufacturer specifications, the Contractor shall, at its sole expense and without delay:

- Correct all deficiencies to bring the Work and equipment into full compliance with the Contract and manufacturer requirements.
- Replace or repair defective or non-conforming equipment or components.
- Perform any additional corrective measures required to resolve secondary impacts caused by the deficiency (e.g., reinstallation, site cleanup, and coordination within the construction timelines).
- Re-perform any related deliverables, such as training, testing, or documentation, that were compromised due to the deficiency.

The City shall not be responsible for any costs associated with the Contractor's corrective actions. The following timeframes shall apply unless otherwise approved in writing by the City:

- Minor issues (e.g., cosmetic defects, missing documentation): correct within five (5) business days.
- Moderate issues (e.g., usability issues, missing components): corrected within three (3) business days.
- Critical or safety-related issues (e.g., electrical hazards, inoperable equipment): initiate response within forty-eight (48) hours, with repair or replacement corrected within seventy-two (72) hours.

If the Contractor fails to remedy non-conforming Work or equipment within the specified timeframe, the City reserves the right to initiate corrective measures directly or through a third party and to recover all associated costs, damages, and administrative expenses from the Contractor.

**2.10. Acceptance Not Waiver:** The City's acceptance or approval of any portion of the Work, including services, equipment, or deliverables, shall not relieve the Contractor of its ongoing obligations under the Contract. This includes the obligation to meet all applicable standards of quality, performance, safety, and timeliness.

Any approval, acceptance, or payment by the City shall not be construed as a waiver of any rights or remedies under the Contract, nor shall it preclude the City from identifying and requiring correction of non-conforming Work subsequently discovered. The City's failure to exercise any right, or its delay in doing so, shall not operate as a waiver of that right or any future claims arising from the Contractor's performance.

**2.11. Change Orders and Contract Amendments:** No oral statement, representation, or commitment by any individual shall alter, amend, or modify the terms, conditions, or specifications of the Contract. All modifications to the Contract must be made through a formal written Change Order or Contract Amendment executed by the City's Contract Administrator and authorized in accordance with the City's established procedures.

Only fully executed Change Orders or Amendments shall be considered binding and enforceable. The Contractor shall not proceed with any changes, additions, or reductions to the Work unless and until a written Change Order has been executed by the City. Unauthorized changes shall be performed at the Contractor's sole risk and expense.

**2.12. Assignment:** The Contractor shall not assign, sell, transfer, or otherwise convey any interest in the Contract, in whole or in part, without the prior written consent of the City. Any attempted assignment without such consent shall be null and void. Consent by the City to any assignment shall not relieve the Contractor of its obligations under the Contract unless expressly stated in writing.

**2.13. Compliance with Laws:** The Contractor shall comply with all applicable federal, state, county, and municipal laws, ordinances, codes, regulations, and administrative rules governing the performance of the Work under this Contract, including but not limited to labor, employment, occupational safety, environmental, and procurement standards.

The Contractor warrants that it is duly licensed, authorized, and qualified to perform the Work required under this Contract and shall maintain all necessary business and professional licenses, certifications, and credentials in good standing for the duration of the Contract. The Contractor shall be responsible for determining and adhering to all legal requirements applicable to the equipment, services, and personnel it provides under this Contract.

Failure to comply with any applicable legal or regulatory requirement shall constitute a material breach of the Contract and may result in termination, withholding of payments, or other remedies available to the City.

**2.14. Debarment and Suspension:** The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local contracts. This certification

applies to the Contractor and its principals, including any subcontractors proposed for the Work.

If, during the term of the Contract, the Contractor becomes debarred, suspended, or otherwise declared ineligible by any public agency, it shall immediately notify the City in writing. The City reserves the right to terminate the Contract or take other appropriate action should such status affect the Contractor's ability to perform the Work in accordance with the Contract Documents.

- 2.15. Confidentiality:** The Contractor shall maintain in strict confidence any non-public, confidential, or proprietary information disclosed by the City or obtained while performing the Work under this Contract, except as disclosure may be required by law. Such information includes, but is not limited to, building access protocols, security information, staff data, technology systems, pricing strategies, and other sensitive materials related to City operations.

The Contractor shall implement reasonable safeguards to prevent the unauthorized use, access, or disclosure of such information and shall ensure that all employees, agents, subcontractors, or representatives who may have access to this information are similarly bound by confidentiality obligations.

If disclosure is required by applicable law, regulation, or legal process, the Contractor shall promptly notify the City in writing—unless such notice is prohibited by law—so the City may seek a protective order or take other appropriate action.

Confidential information shall not be used by the Contractor for any purpose other than the performance of the Work under this Contract.

In cases where technology-enabled equipment includes user interfaces, digital tracking, or cloud-based platforms, the Contractor shall ensure that all data handling complies with applicable data privacy laws, including the Colorado Privacy Act and any other state or federal mandates.

- 2.16. Conflict of Interest:** No elected official, appointed official, or employee of the City shall have any financial, personal, or other beneficial interest, either direct or indirect, in the Contract resulting from this Solicitation. The Contractor shall disclose, in writing, any actual or potential conflict of interest known at the time of proposal submission or that arises during the term of the Contract. All such matters shall be subject to review and resolution under applicable federal, state, and local laws, as well as the City's ethics policies. The City reserves the right to cancel the Contract or disqualify a Proposer if a conflict of interest is identified that cannot be adequately mitigated.
- 2.17. Cancellation of Solicitation:** The City reserves the right to cancel this Solicitation at any time, in whole or in part, without liability or obligation to any Proposer. The City may also reject any or all proposals, or waive informalities or irregularities, when doing so is deemed to be in the City's best interest. Issuance of this Solicitation does not guarantee award of a Contract, and the City shall not be responsible for any costs incurred by Proposers in preparing or submitting a response.
- 2.18. Contract:** The Contract consists of this Solicitation, the Contractor's proposal, and any mutually agreed-upon modifications or negotiated terms accepted by the City. It represents the entire enforceable agreement, equally binding on both the City and the

Contractor, collectively referred to as the Parties, and supersedes all prior negotiations, representations, or agreements, whether written or oral. The Contract may be amended or modified only by an Amendment executed by both Parties.

- 2.19. Contract Termination:** The Contract shall remain in effect until one of the following occurs: (1) the Contract expires; (2) the Work is completed and the City provides final acceptance of Work; or (3) either Party terminates the Contract for convenience by providing written *Notice of Cancellation* stating the reason and the effective date no less than thirty (30) calendar days from the date of notice.
- 2.20. Employment Discrimination:** During the performance of the Work, the Contractor agrees to the following:
- 2.20.1.** The Contractor shall not discriminate against any employee or applicant for employment based on race, color, religion, sex, age, disability, national origin, sexual orientation, gender identity, marital status, veteran status, citizenship status, or any other status protected by law, except where a legitimate occupational qualification applies. The Contractor shall post in conspicuous locations, accessible to employees and applicants, notices setting forth this nondiscrimination policy.
  - 2.20.2.** All solicitations and advertisements for employment placed by or on behalf of the Contractor shall include a statement affirming the Contractor's status as an Equal Opportunity Employer.
  - 2.20.3.** Compliance with applicable federal, state, and local nondiscrimination laws, including those set forth by the Equal Employment Opportunity Commission, shall be deemed sufficient to meet the requirements of this section.
- 2.21. 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.
- 2.22. Failure to Perform:** If the Contractor fails to perform or fulfill any obligation under the Contract, the City reserves the right, upon providing oral or written notice (with oral notice documented in the contract record), to procure the necessary goods, equipment, or services from alternative sources. The Contractor shall be held liable for any additional costs incurred by the City as a direct result of such failure.

The City may initiate progressive corrective action, which may include written warnings, performance improvement plans, or suspension of Work. However, the City retains the sole discretion to implement immediate corrective measures, including partial or full contract suspension or termination, without prior notice, if the failure to perform:

- Jeopardizes the safety of the user, staff, or the public,
- Negatively impacts the operational readiness of the facility,



- Compromises adherence to the construction, delivery, or installation timelines, or
- Materially impairs the intended functionality, accessibility, or fitness of the equipment and associated services.

All corrective actions and remedies shall be at the sole discretion of the City and shall not preclude the City from pursuing any other rights or legal remedies available under the Contract or applicable law.

**2.23. 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.

**2.24. 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 the City with prompt written notice of any event that prevents performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.

**2.25. 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.

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

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

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

**2.27. Services or Work Product:** All documents, plans, diagrams, product specifications, user manuals, warranties, maintenance schedules, training materials, and any other

deliverables, whether in physical or digital format, that are developed, compiled, or produced by the Contractor in connection with the Contract shall become the sole and exclusive property of the City upon creation or submission. The Contractor shall retain no proprietary interest, copyright, trademark, or other ownership interest in any such materials, and waives any associated claims or rights.

All deliverables must be submitted in formats that are accessible and, where applicable, editable, as requested by the City.

Any materials, data, layouts, site plans, drawings, or other proprietary content supplied by the City to the Contractor shall remain the exclusive property of the City. The Contractor shall not copy, distribute, disclose, or use such materials for any purpose unrelated to the performance of this Contract without prior written authorization from the City.

The Contractor shall implement appropriate security, confidentiality, and data protection measures to safeguard all City-owned and City-provided materials, ensuring the integrity and limited use in accordance with this Contract.

- 2.28. Patents and Copyrights:** The Contractor 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 Contractor 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.
- 2.29. 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 21<sup>st</sup> Judicial District, Mesa County, Colorado.
- 2.30. 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.
- 2.31. 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.
- 2.32. Public Funds & Non-Appropriation of Funds:** Payment for the Work under the Contract is contingent upon funds appropriated through 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 adopted.

Accordingly, any contractual commitments extending beyond the fiscal year are subject to future budget approvals. The Contract shall include a non-appropriation of

funds clause to ensure compliance with Colorado law. If funds are not appropriated for any subsequent fiscal year, the City reserves the right to terminate the Contract without penalty or further liability.

**2.33. 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.

**2.34. 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 the Contractor with written notice of the default and allow 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.

**2.35. 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.

**2.36. 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.

**2.36.1.** "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 Contractor's authorized representatives, employees, subcontractors, and agents who are responsible for fulfilling the obligations under the Contract.

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

**2.36.3.** “Commercial-grade” equipment refers to products that are specifically designed, engineered, and manufactured for frequent and sustained use in public, institutional, or high-traffic settings such as recreation centers, gyms, and fitness facilities. Such equipment must meet the following minimum criteria:

- **Durability:** Constructed with heavy-duty materials and components intended for prolonged, multi-user operation.
- **Safety & Compliance:** Compliant with applicable industry standards and regulations (e.g., ASTM, ADA, CSA) for commercial fitness use.
- **Serviceability:** Includes accessible parts and documentation to support routine maintenance, repairs, and part replacements.
- **Warranty:** Supported by a commercial-use warranty (not residential) that reflects the intended intensity and frequency of use.
- **Performance:** Engineered to provide consistent, reliable function under continuous operation by a variety of users.

Equipment labeled or intended solely for residential, or light-use environments does not qualify as commercial-grade.

**2.36.4.** 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 must be made in accordance with the provisions of the Contract and duly authorized by both Parties.

**2.36.5.** 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.

- 2.36.6.** “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.
- 2.36.7.** “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.
- 2.36.8.** “Project” or “Work” refers to the endeavor outlined in this solicitation that encompasses all required products, labor, services, equipment, installation, training, and deliverables specified in the Contract Documents, including those necessary for the proper execution and completion of the Scope.
- 2.36.9.** “Services” include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- 2.36.10.** “Subcontractor” refers to any individual, entity, or organization with a direct contractual agreement to perform a portion of the Services under this Contract. The term “Subcontractor” includes the subcontractor’s authorized representatives.

### **Section 3.0: Insurance Requirements**

At its own expense, the successful Contractor shall procure and maintain comprehensive insurance coverage with an insurer rated A- or better by A.M. Best, authorized to do business in Colorado with sufficient coverage for all liabilities, claims, demands, and obligations arising 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 it 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 procure, maintain, and ensure that any subcontractors, if applicable, also procure and maintain the insurance coverage specified below. All insurance policies shall be maintained in form and with insurers acceptable to the City. 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 secure appropriate retroactive dates and extended reporting periods for any claims-made policies. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

- (a) **Commercial General Liability**

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

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

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

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

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

- (c) **Installation Floater:** The Contractor shall maintain an **Installation Floater** policy or endorsement covering loss or damage to equipment and materials during transit, delivery, staging, and installation. This coverage shall be maintained at a value not less than the full value of the equipment provided under this Contract.
- (d) **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.

### 3.1. **Additional Insured Endorsement**

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

### 3.2. **ACCORD Certificate of Insurance**

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

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

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

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

## Section 4.0: Specifications and Scope of Work

- 4.1. General:** The City of Grand Junction is soliciting proposals from qualified Contractors to furnish, deliver, and install commercial-grade fitness equipment for the new Community Recreation Center (CRC). The equipment types, quantities, and layout have been pre-identified in coordination with the City and its project consultants.

The selected Contractor(s) shall be responsible for ensuring a complete, professional, and timely installation in alignment with the CRC's construction schedule and in accordance with the City's operational, accessibility, and safety standards.

- 4.2. 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, in which dedicated funding was secured through taxation on the 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 for the new CRC, including location, funding sources, facility size, and amenities. On April 4, 2023, the citizens of Grand Junction voted to approve the ballot question to build a new Community Recreation Center.

- 4.3. Project Overview:** This project involves the procurement and professional installation of specified commercial-grade fitness equipment for the newly constructed facility. The successful Proposer will be responsible for coordinating with City staff, the general contractor, and other project stakeholders to ensure that all equipment is delivered, assembled, and placed in accordance with the facility layout, construction schedule, and operational readiness timeline.

The City's goal is to open the CRC in **September 2026** with a fully outfitted fitness area, including all cardio and strength zones, three (3) group fitness studios, and specialty spaces as indicated in the attached layout. The City is committed to maximizing the value of its investment and delivering a high-quality fitness experience that is both functional and future-ready.

To that end, the City is open to **multiple acquisition models**, including:

- Outright purchase
- Full lease
- Hybrid combinations

Proposers are encouraged to **recommend the most advantageous model** for each equipment item or category and provide a clear justification for the recommendations. Considerations should include:

- Product lifecycle and expected durability
- Maintenance needs and availability of service

- Technological trends or anticipated obsolescence
- Budget implications and flexibility over time
- Delivery and phasing considerations

If certain equipment cannot be included within the project's current budget, the Proposer shall:

- Prioritize core equipment necessary for opening day
- Identify items suitable for deferred purchase or phased acquisition
- Suggest categories or units where leasing would provide operational or financial advantages

Each recommendation should be clearly noted in the proposal narrative and reflected in **Attachment C – GJCRC Fitness Equipment List Pricing Sheet**, including justification where appropriate.

Finally, Proposers shall also clearly describe any:

- **Warranty coverage** is included with the proposed equipment
- **Maintenance services** are available through either purchase or lease
- Added value options that contribute to the long-term performance, usability, and sustainability of the equipment

**4.4. Required Components:** At a minimum, proposals must address and include the following:

- All specified equipment, as shown in Attachment A, and aligned with the Attachment B layout
- Delivery and staging of equipment to the Recreation Center site
- Assembly and professional installation per manufacturer and City requirements
- Coordination with City staff and construction personnel during installation
- Warranty registration and documentation for all equipment
- Basic staff training or orientation on equipment operation and maintenance

**4.5. Scope of Services:** The Proposer shall develop and submit a comprehensive, cost-effective strategy to acquire, deliver, and install commercial fitness equipment for the City's new Community Recreation Center (CRC). This strategy shall reflect the attached Fitness Layout, the City's project budget, and the proposed timeline for facility readiness.

Proposers shall recommend the most suitable acquisition model—purchase, lease, or a hybrid approach—for each piece or category of equipment. Recommendations should be based on factors such as:

- Product life cycle and expected durability
- Anticipated daily usage levels



- Maintenance requirements and serviceability
- Industry trends or anticipated technological obsolescence
- Budget flexibility and long-term value

Each proposed acquisition strategy must be clearly identified in **Attachment C — GJCRC Fitness Equipment List Pricing Sheet**, with supporting rationale or lifecycle justifications provided in the proposal narrative. Equipment may be grouped where appropriate for shared justification.

All proposed equipment must:

- Align with the layout and intent shown in **Attachment B — GJCRC Fitness Layouts**
- Be commercial-grade and suitable for high-traffic use
- Meet or exceed the baseline quantity expectations set forth in **Attachment A — GJCRC Fitness Equipment List**
- Be substituted only with prior written approval from the City

“**Substantial Completion**” shall be defined as the point at which all approved equipment has been delivered, professionally installed, tested, accepted by the City as fully functional, and required staff training is complete.

The City will provide Raceways (power curbing) as shown in the Fitness Layout. This item is excluded from the scope of this RFP and shall not be provided or installed by the fitness equipment vendor. Raceway placement is designed to ensure that powered cardio equipment has easy access to plug-in connections.

Proposers are strongly encouraged to identify opportunities for phased acquisition strategies, if necessary, due to budget or delivery constraints. Proposals should also include:

- Warranty coverage details for each product or group of equipment
- Maintenance plan options, including scope and frequency
- Any value-added features that enhance long-term usability, performance, and user experience, such as:
  - Extended warranties
  - Energy efficiency features
  - ADA-compliant features or functionality
  - Technology integrations (e.g., app compatibility, cloud-based diagnostics)
  - Future-ready upgrade paths, including the ability to adapt or retrofit equipment as industry standards evolve or user needs change

**4.6. Deliverables:** The successful Proposer shall, at a minimum, provide the following deliverables as part of the Contract:

- 4.6.1. Installation must be scheduled and completed between **July 29 and August 12, 2026**, in coordination with the City's construction and facility teams. Dates are subject to change based on project conditions.
- 4.6.2. Complete delivery, staging, off-site storage if needed, assembly, and professional installation of all approved equipment per the final layout and project schedule.
  - If equipment arrives before the site is ready, the Contractor shall store it at its own or a secure third-party facility. The Contractor retains full responsibility for the condition, security, and insurance of the equipment during this period, including protection against damage, loss, or theft.
- 4.6.3. Documentation of installation and setup procedures, including any manufacturer-specific instructions and notes on site-specific adaptations.
- 4.6.4. Digital interfaces or content (e.g., touchscreens, modules) must meet WCAG 2.1 Level AA accessibility standards in accordance with State of Colorado requirements.
- 4.6.5. Submission of all warranty documentation, operation manuals, and a detailed preventive maintenance schedule for each piece of equipment.
- 4.6.6. Submission of all warranty documentation, operation manuals, and a detailed preventive maintenance schedule for each piece of equipment.
- 4.6.7. Delivery of staff orientation or live training sessions, including guidance on daily maintenance, proper operation, and basic troubleshooting.
- 4.6.8. For leased equipment: a complete summary of **end-of-term options**, including:
  - Return process and condition requirements
  - Buyout or renewal options and associated pricing
  - Standards for equipment condition
  - Roles and responsibilities for de-installation
- 4.6.9. Clear description of available preventive maintenance or service plan options, including coverage details, visit frequency, response times, and escalation procedures.
- 4.6.10. **Alternate:** Proposers may include a separately priced proposal for ongoing maintenance or post-installation support services
  - Proposers may include a separately priced proposal for ongoing maintenance or post-installation support services.
- 4.7. **Performance Standards and Service Levels:** The Contractor shall meet or exceed the following performance standards to ensure timely delivery, quality execution, and professional coordination with the City's project team.
  - 4.7.1. **Delivery and Installation:** All equipment must be delivered, staged, assembled, and installed in accordance with the approved layout and project schedule, without causing delays with construction or facility operations.

*Note: A dumpster will not be available for the disposal of packaging or installation-related debris. The Contractor shall be responsible for off-site disposal of all waste materials.*

- 4.7.2. Product Condition and Compliance:** All equipment must be new, commercial-grade, and free of defects, and shall meet or exceed all applicable safety and regulatory standards, including ADA, ASTM, CSA, or equivalent certifications.
- 4.7.3. Worksite Conduct:** Contractor personnel shall maintain a clean, professional, and safe work environment and comply with all City and construction site safety rules, including access control, PPE, and conduct expectations.
- 4.7.4. Warranty Service Response:** The Contractor shall respond to warranty claims or service requests within **two (2) business days** of notification. Repairs or replacements must be completed within **ten (10) business days**, unless an extension is approved in writing by the City.
- 4.7.5. Final Inspection and Acceptance:** The Contractor shall participate in a **joint post-installation walkthrough** with the City to verify complete and proper installation. Any deficiencies identified shall be corrected within **five (5) business days** unless otherwise agreed.
- 4.7.6. City Training:** All required training (live or recorded) on equipment operation and basic maintenance shall be delivered within **five (5) business days** of installation completion.
- 4.8. Reporting Requirements:** To ensure transparency, coordination, and complete documentation throughout the project lifecycle, the Contractor shall provide the following reports and deliverables:
- 4.8.1. Pre-Installation Schedule:** At least **sixty (60) days prior to the scheduled installation**, the Contractor shall submit a detailed delivery and installation plan. This shall include:
- Equipment delivery timelines
  - Installation sequence and milestones
  - Staffing assignments
  - On-site coordination contacts
  - Any known logistics constraints or facility access requirements
- 4.8.2. Progress Updates:** During the delivery and installation period, the Contractor shall provide **daily progress updates** to the City's Project Manager via email. Updates shall summarize:
- Work completed and milestones achieved
  - Any observed delays or risks to the schedule
  - Site coordination notes and upcoming activities
- 4.8.3. Final Project Report:** Within **ten (10) business days** of project completion, the Contractor shall submit a comprehensive final report that includes:
- An equipment delivery checklist
  - Signed installation verification documents

- Warranty documentation and registration confirmations
- Preventive maintenance instructions and service plan overviews
- Staff training summary (dates, attendance, format)
- A designated contact list for future service or support issues

**4.8.4. Warranty and Service Records:** Any repairs, inspections, or warranty service performed shall be documented and submitted to the City’s Project Manager within **five (5) business days** of completion. Records shall include:

- Description of the issue or service provided
- Parts replaced or corrective actions taken
- Dates of service and technician information
- Any updates to the equipment’s condition or service plan

**4.9. Site Conditions, Access, and Facility Requirements:** The Contractor shall coordinate all site access, equipment deliveries, and installation activities with the City’s Project Manager and designated construction personnel. Access to the Community Recreation Center will be subject to the active construction schedule and all associated safety protocols.

The Contractor shall adhere to all site-specific rules, minimize disruption to ongoing construction activities, and take all necessary precautions to protect the facility’s infrastructure, finishes, and surroundings during delivery and installation.

**4.10. Technology, Data Security, and Connectivity Standards:** If any proposed equipment includes embedded technology, digital interfaces, wireless connectivity, or data tracking features, the Proposer shall clearly disclose:

- Power and network requirements (e.g., Wi-Fi access, bandwidth needs)
- Compatibility with City IT infrastructure (if applicable)
- Data handling protocols, including whether user data is stored locally or transmitted externally
  - If user data is collected or monitored, how is user data protected from unauthorized access
- Cybersecurity measures such as encryption, access controls, and user data protection
- Licensing, software updates, integration with third-party platforms (e.g., fitness apps), and any ongoing fees

Proposers must indicate how diagnostics, updates, and technical support will be provided (e.g., remotely or on-site). All proposed systems must comply with current cybersecurity best practices and applicable data privacy regulations.

**Digital Accessibility:** All technology-enabled equipment must comply with ADA/WCAG 2.1 Level AA digital accessibility standards. Supporting documentation must be available upon request and must comply with Colorado’s digital accessibility law, House Bill 21-1110.

**Raceways:** The City will provide Raceways (power curbing) as shown in Attachment B — Fitness Layouts. This infrastructure is excluded from the scope of this RFP and will not be supplied or installed by the fitness equipment vendor. Raceway placement is designed to provide easy access to the power supply for cardio equipment.

The City reserves the right to review and verify IT-related specifications and may require coordination with City IT staff or network integrators to ensure connectivity, security, and compliance prior to final acceptance.

- 4.11. Project Schedule:** The Proposer shall submit a detailed project schedule that identifies all key milestones, deliverables, dependencies, and deadlines required to ensure the successful procurement, delivery, assembly, and installation of fitness equipment in alignment with the facility's operational timeline.

The Community Recreation Center is currently scheduled to open in **September 2026**, and installation of fitness equipment is anticipated to occur between **July 29 and August 12, 2026**. This timeframe is subject to change based on construction progress and coordination with other trades. As such, Proposers must demonstrate flexibility and readiness to adjust based on directives from the City's Project Manager or construction team.

At a minimum, the submitted project schedule shall address the following:

- Order placement and confirmation
- Estimated lead times and shipping windows
- Delivery and staging logistics
- On-site assembly and professional installation timeline
- Coordination with construction contractors and City staff
- Final equipment testing and walkthrough
- Staff training and orientation
- Warranty registration and documentation
- Post-installation support, including maintenance obligations, updating protocols, and anticipated service intervals

The schedule must reflect the Proposer's ability to meet all contractual obligations without delaying or interfering with construction progress or the Recreation Center's readiness for public opening.

The City reserves the right to request adjustments to the proposed schedule and will coordinate collaboratively with the selected Contractor(s) to align timelines with evolving project requirements, construction, and operational needs.

**4.12. Special Conditions/Provisions:**




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

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




Kathleen Franklin, Purchasing Agent  
City of Grand Junction  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

- 4.12.2. Non-Mandatory Virtual Pre-Proposal Meeting:** Prospective Proposers are encouraged to attend a non-mandatory virtual pre-proposal meeting to gain a clear understanding of the project requirements and conditions related to the Scope of Work.




**Meeting Details:**

-  **Date:** January 21, 2026
-  **Time:** 9:00 a.m. (Mountain Standard Time)
-  **Location:** Virtual via Microsoft Teams

**Join Online:**

-  [Join the meeting now](#)
-  **Meeting ID:** 295 438 558 850 87
-  **Passcode:** i29UF3Vx

**Join by phone:**

-  [+1 945-468-6551,639639079#](tel:+19454686551639639079) United States, Dallas
-  **Phone Conference ID:** 639 639 079#
-  [Find a local number](#)

**4.12.2.1. Important Notes**

- Attendance is not required to submit a proposal.
- Statements made during the virtual meeting shall not modify the solicitation.

Only written addenda issued by the City shall be considered official and binding

- 4.12.3. Budget:** The anticipated budget for this project is **\$700,000**. The City aims to acquire as much of the specified fitness equipment as possible with the allocated funding. Proposers must provide detailed purchase pricing and are strongly encouraged to include leasing options or hybrid models for applicable equipment.

The City's objective is to **maximize value and impact** within available resources. Proposers should present a range of options or configurations that reflect cost-effectiveness, functionality, and alignment with the City's operational needs and long-term goals.

If full equipment procurement cannot be achieved within the stated budget, Proposers should:

- Identify **high-priority equipment** for immediate purchase.
- Recommend equipment suitable for **phased procurement or lease arrangements**; and
- Justify recommendations based on lifecycle considerations, facility use, statistics or trends, or maintenance advantages.

The budget figure is provided for planning purposes only and shall not be interpreted as a minimum or target spend. All proposals must be responsive to the Scope of Services and competitively priced. The City reserves the right to reject proposals that substantially exceed the budget or fail to demonstrate value for money.

- 4.12.4. Price Proposal:** Proposers shall submit a firm, **not-to-exceed, all-inclusive pricing** for the full scope of Work required under this solicitation. Pricing shall be based on **FOB Destination – Freight Prepaid and Allowed** to the City of Grand Junction’s Community Recreation Center.

To be considered, Proposers must complete both of the following:

- Section 7.0 — **Solicitation Response Form**
- **Attachment C — GJCRC Fitness Equipment List Pricing Sheet** (Excel format). The Excel spreadsheet must be submitted to support the evaluation.

Pricing must reflect the total cost to furnish, deliver, and install the proposed equipment, inclusive of:

- Procurement and freight
- Equipment assembly, tools, installation, and functional testing
- All labor, materials, coordination, meetings, and incidental costs
- Required documentation and warranty registration
- City staff orientation and training
- Clean-up and packaging removal
- Travel, lodging, per-diem, and incidentals (if applicable)

#### Price Terms and Validity

No separate charges for delivery, insurance, or handling will be accepted. The City shall not be responsible for additional fees beyond those explicitly included in the submitted pricing proposal, including, but not limited to, taxes, shipping, insurance, penalties, interest, legal fees, or liquidated damages, unless otherwise specified in the final Contract.

Upon the Contract's execution, all pricing shall remain **firm and fixed through final acceptance and close-out**. No surcharges, including tariff-related adjustments or market escalations, shall be permitted without:

- The City’s prior written approval, and
- Supporting third-party documentation dated within thirty (30) days of the requested adjustment.

All submitted pricing must remain valid for **a minimum of ninety (90) calendar days** from the proposal due date and is subject to negotiation at the City’s sole discretion.

- 4.12.5. 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."

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

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

**4.12.5.2.** 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 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.

**4.12.6. Project Manager:** 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.

Nicole Reeves  
Community Recreation Center Manager  
City of Grand Junction, Parks and Recreation  
1340 Gunnison Ave  
Grand Junction, CO 81501

**4.12.7. 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](mailto: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.



**4.13. Contract Term and Renewal:** The Contract shall become effective upon execution by both Parties and shall remain in effect through the successful completion of all required Work, including delivery, installation, training, and acceptance of all purchased or leased fitness equipment, unless otherwise terminated or amended in accordance with the Contract provisions.

If the Contract includes leased equipment, extended warranties, or ongoing maintenance and service plans, the initial term may extend beyond installation to cover the full duration of those services, as proposed and approved by the City.

For leased equipment, the Proposer shall clearly disclose all end-of-term options, including:

- Return procedures and conditions,
- Equipment condition standards,
- Buyout or renewal pricing (if applicable), and
- Roles and responsibilities for de-installation

At the City's sole discretion, and subject to mutual written agreement, the Contract may be renewed for up to three (3) additional one-year terms. Renewals may be exercised to continue lease agreements, extend maintenance or service plans, or accommodate phased procurement needs. Renewal is contingent upon:

- Satisfactory Contractor performance,
- Continued operational need, and
- Annual appropriation of funds by the City Council.

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

## Attachments

The following attachments, accessible via the links below, are incorporated into this solicitation and are **required** for the preparation and submission of a complete and responsive proposal. These documents include:

[Attachment A — GJCRC Fitness Equipment List](#)

[Attachment B — GJCRC Fitness Layouts](#)

[Attachment C — GJCRC Fitness Equipment List Pricing Sheet](#)

Attachment C – GJCRC Fitness Equipment List Pricing Sheet must be completed and submitted in Excel format to support evaluation. Proposals that fail to use the required attachments or submit the pricing sheet in a locked or PDF format may be considered non-responsive.

These materials are essential for ensuring consistency, transparency, and a clear understanding of the scope and submission requirements.

## Tentative Calendar of Events

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	January 9, 2026
Non-Mandatory Virtual Pre-Proposal Meeting Please refer to Section 1.5.	January 21, 2026
Inquiry deadline <i>No questions are accepted after this date</i>	January 30, 2026
Final Addendum Issued (if applicable)	February 4, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	February 13, 2026, before 1:00 p.m. MST
Evaluation of proposals Internal review by City-appointed committee	February 13-24, 2026
Interviews (if required) Virtual or in-person, by City invitation only. The City reserves the right to adjust the interview schedule, as required.	Tentative Interview Time Blocks <ul style="list-style-type: none"> <li>• <b>Monday, March 9, 2026:</b> 1:00 p.m. – 4:00 p.m. (MDT)</li> <li>• <b>Tuesday, March 10, 2026:</b> 8:00 a.m. – 1:00 p.m. (MDT)</li> </ul>
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	March 13, 2026
City Council Approval (if required) For contracts meeting the approval threshold	April 1, 2026
Contract execution Contingent upon approval and funding availability	April 3, 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 only 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 options. Free registration may require up to twenty-four (24) hours for activation; Proposers are encouraged to register and upload proposals well in advance of the submission deadline.
  - The City does not control or administer the vendor's access to BidNet Direct. Proposers are solely responsible for ensuring a successful electronic submission.
  - Technical assistance must be requested directly from BidNet® at (800) 835-4603 before the proposal deadline.
  - Late submissions will not be accepted under any circumstances.
- 

### 5.2. Proposal Format

Proposals shall be submitted as one (1) complete, **searchable PDF document** not to exceed **forty (40) pages**, excluding the required **Solicitation Response Form (Section 7.0)** and the **Excel-based GJCRC Fitness Equipment List Pricing Sheet**.

**\*\*NOTE: \*\*** Pages exceeding the forty (40) page limit will not be reviewed or scored.

---

### 5.3. Cover Letter

Proposers shall submit a cover letter succinctly describing its interest in the Project, summarizing relevant qualifications, and capacity to perform the Work outlined in this solicitation. The letter should also demonstrate the Proposer's understanding of the project and commitment to fulfilling the City's objectives.

The cover letter must include:

- The cover page shall clearly identify the solicitation number and title.
- The name, title, address, phone number, and email address of the primary point of contact.
- Identification of the individual(s) authorized to make representations and bind the Proposer.

Submission of a Proposal constitutes acceptance of the requirements and conditions of this solicitation.

---

#### 5.4. Solicitation Response Form

Proposers shall complete and submit the Solicitation Response Form provided in **Section 7.0** as part of its proposal. Only the completed form is required.

Do **not** return the entire solicitation document unless indicating exceptions, proposed modifications, or tracked changes to the terms and conditions.

---

#### 5.5. Price Proposal (Submitted as a Separate Excel File)

Proposers shall submit pricing as a separate Excel file using the **GJCRC Fitness Equipment List Pricing Sheet** provided. The pricing must reflect a firm, not-to-exceed, all-inclusive amount in accordance with Section 4.12.3 – *Price Proposal* and encompass the complete and successful performance of the Scope of Work outlined in this solicitation.

Proposals may include one or more acquisition models (purchase, lease, or hybrid) and must provide itemized pricing structured to meet all solicitation requirements. The Excel file must remain in editable format to support the City's pricing evaluation process.

The submitted fee proposal must fully capture all required costs to fulfill the City's expectations, with no hidden charges or exclusions. Incomplete, unclear, or non-compliant pricing submissions may result in reduced scoring or disqualification.

---

#### 5.6. Capacity, Credentials, Experience, and Qualifications

Proposers must demonstrate the capability, expertise, and resources necessary to successfully perform the Scope of Work outlined in this solicitation. The City will evaluate qualifications based on experience with similar projects, team strength, and documented performance.

Proposals shall include:

- **Relevant Project Experience:** Summarize recent projects of similar size and complexity, highlighting scope, successful outcomes, operational efficiencies, and any budget, schedule, or logistical challenges.
- **Project References:** Provide at least three (3) references from the past five (5) years. References should reflect the Proposer's ability to deliver high-quality results, manage challenges, budgets, schedules, and meet contractual obligations. Each reference must include:
  - Client name and location

- Contact person (name, title, current phone number, and email)
  - Scope of work, project timeline, and completion date
  - Key personnel assigned and specific roles in the project
  - Original and final budget
  - Explanation of any deviations from the original scope, budget, or expected outcomes
- **Key Personnel and Organization:** Identify key staff who will be assigned to the project, including qualifications, office location(s), and prior experience working on similar efforts. Include an organization chart if helpful.
  - **Team Collaboration & Problem-Solving:** Briefly describe how the proposed team has worked together previously and their approach to managing risk, addressing unforeseen issues, and maintaining project timelines and cost control.
  - **Similar Project Documentation (Optional):** Proposers may submit up to two (2) examples of comparable fitness equipment projects or installations completed within the past five (5) years. These examples should highlight experience with scope, timelines, coordination, and outcomes that are comparable to the requirements of this RFP.
  - If applicable, briefly describe any project coordination challenges (e.g., delays, substitutions, installation issues) and how they were successfully addressed.
- 

## 5.7. Strategy and Implementation Plan

Proposers shall provide a comprehensive strategy for delivering the Work required under this solicitation. The plan should demonstrate a clear understanding of the City's objectives and a well-structured approach to executing the Scope of Work outlined in Section 4.0.

The strategy should address:

- **Approach to Work Delivery:** A detailed explanation of how the Proposer will execute all components of the Contract—from procurement through installation, staff training, and closeout.
- **Lifecycle Durability and Cost-Effectiveness:** Describe how the recommended acquisition model(s)—purchase, lease, or hybrid—align with the City's goals of maximizing long-term value and minimizing lifecycle costs. Based on professional experience and available manufacturer data, outline the expected durability, maintenance needs, technology updates, and replacement considerations for the proposed fitness equipment.

Please address performance benchmarks at the 2-year (early wear/service), 5-year (planned maintenance/replacement), and 10-year (anticipated end-of-life or upgrade) marks, particularly within a high-volume municipal recreation environment.

This information should help the City evaluate the total lifecycle value, the practicality of leasing or phased replacement strategies, and the long-term sustainability of ownership.

- **Coordination and Communication:** Describe how the Proposer will collaborate with City staff, project managers, and contractors. Include the team's approach to project meetings, specifying the anticipated balance between in-person and virtual engagement, key milestones requiring on-site presence, and the roles of team members involved in these touchpoints.
- **Implementation Timeline:** Present a proposed schedule outlining critical milestones, order confirmations, lead times, mobilization, delivery, installation, and training. The timeline must be flexible enough to adapt to construction progress and evolving facility readiness.
- **Value-Added Solutions:** Describe any innovative strategies, technologies, or efficiencies that may improve functionality, enhance reporting, reduce cost, or enhance end-user experience.
- **Sustainability and Efficiency Measures:** Optional – Highlight environmentally responsible practices related to product selection, durability, energy efficiency certifications, recyclability, packaging, transportation, or disposal.

This section should illustrate the Proposer's preparedness, organizational capacity, and commitment to delivering results on time and within budget.

---

## 5.8. Legal Proceedings/Litigation

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

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

For each case, provide:

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

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

*The remainder of this page has been intentionally left blank.*

## **Section 6.0. Evaluation Criteria and Factors**

### **6.1. Overview**

An evaluation committee appointed by the City will review and score all proposals based on the Proposer's demonstrated qualifications, relevant experience, and capacity to successfully perform the Work described in this solicitation. The evaluation will also consider the Proposer's technical approach, responsiveness to the RFP requirements, and overall value to the City.

---

### **6.2. Evaluation Summary**

Proposals will be evaluated and ranked according to the evaluation criteria categories and respective weightings outlined in this Section. The City reserves the right to:

- Accept or reject any portion of a proposal
- Consider the Proposer's past performance on similar projects, including work performed for the City or other public agencies; and
- Make an award, if any, in the best interest of the City

If multiple pricing models (purchase, lease, hybrid) are submitted, the City may evaluate each option independently based on feasibility, lifecycle value, and alignment with budget objectives. Comparative analysis or scenario modeling may be used to determine the most cost-effective and practical solution. Selection of a pricing model shall be at the City's sole discretion.

---

### **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 weights to determine weighted category scores. The sum of all weighted qualitative scores will represent each Proposer's raw qualitative total.

To ensure fairness and consistency, the highest overall qualitative score among all proposers will establish the benchmark for curved scoring. All other proposers' qualitative totals will be proportionally adjusted (curved) relative to that benchmark before the final composite scores are calculated.

---

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

Evaluation Category	Weight	Description
Responsiveness to Solicitation	5%	Completeness, clarity, and compliance with all instructions and submittal requirements
Understanding of Services and Objectives	20%	Demonstrated understanding of the City’s goals for equipment functionality, delivery timing, and facility readiness. Includes awareness of project context and strategic intent.
Qualifications, Experience, and Capacity	25%	Relevant experience with equipment procurement, leasing, and installation projects of similar size and scope. Includes background of key personnel, product support, and references
Strategy & Implementation	25%	<p>Feasibility, clarity, and coordination of the proposed strategy for equipment acquisition (purchase, lease, or hybrid), delivery, installation, and training. Includes evaluation of:</p> <ul style="list-style-type: none"> <li>• Alignment with the City’s project timeline and budget constraints</li> <li>• Lead time commitments and risk mitigation strategies</li> <li>• Coordination with construction and City personnel</li> <li>• Post-installation support approach, including warranty servicing, response times, and transition to operational readiness</li> </ul>
Budget Utilization and Value Maximization	15%	Effectiveness in leveraging the available budget to deliver the highest functional value. Includes prioritization strategy, phasing recommendations, and creativity in proposing purchase, lease, or hybrid options.

Alternate annual maintenance proposals will be evaluated as value-added components and will not impact responsiveness or disqualify a proposal if not included. If proposed, the City may accept, reject, or negotiate these alternates separately from the base proposal.



### 6.3.2 Curved Scoring Method

Following individual evaluations, the City will aggregate the weighted qualitative scores from all evaluators to determine each Proposer's total qualitative score.

The highest total qualitative score will normalize to ninety percent (90%), representing the top of the qualitative curve. All other Proposers' scores will be curved proportionally relative to this benchmark using the same ratio.

The resulting curved qualitative score will then be combined with the fee score (if applicable) to determine each Proposer's final composite score.

---

### 6.3.2. Fee or Pricing (10%) – Formula-Based Scoring

The Fee or Pricing Proposal will account for Ten Percent (10%) of the total evaluation score. Pricing will be evaluated using a formula-based method:

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

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

To receive full consideration, pricing must be:

- Fully itemized, all-inclusive, and consistent with the Scope of Work.
- Reasonable, balanced, and adequately supported by the information provided.

Pricing will be evaluated based on:

- The completed **Solicitation Response Form** (Section 7.0)
- The **GJCRC Fitness Equipment List Pricing Sheet**, submitted as a separate Excel file

Failure to follow the required pricing format or instructions may result in a reduction in scoring.

---

## 6.4. Shortlisting Proposers

The City will use the process outlined below to develop a shortlist of Proposers for further consideration. The City reserves the right to modify this process if deemed in its best interest.

### Compliance Review

All proposals will undergo an initial review to confirm compliance with the mandatory requirements of this solicitation. Proposals determined to be incomplete will not be evaluated further. The City's Purchasing Agent may request written clarifications from Proposers to resolve questions or to confirm understanding of the submittal.

## **Evaluation and Scoring**

Proposals will be evaluated and scored by the City's Evaluation Committee in accordance with the criteria and weighting outlined in Section 6.3. Individual scores will be compiled into a consolidated Evaluation Matrix to assist the Committee in establishing the overall ranking and prioritization of Proposers.

---

### **6.5. Experience and 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 or Presentations (if requested)**

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

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

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

- Proposed equipment solutions and acquisition strategy (purchase, lease, or hybrid).
- Implementation approach, coordination, and scheduling.
- Warranty, service, and post-installation support capabilities; and
- Overall value to the City.

Participation in an interview does not guarantee an award

---

## **6.7. Negotiations**

The City reserves the right to negotiate with the highest-ranked Proposer following the evaluation process. Negotiations will not be initiated with lower-ranked Proposers unless negotiations with higher-ranked firms are unsuccessful and formally concluded

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

- Adjusted pricing or Best and Final Offers (BAFOs)
- Clarifications or refinements to the proposed equipment or services, and
- Other modifications to better align with the project objectives

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

---

## **6.8. Award**

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

- Award a contract in whole or in part, or make multiple awards to more than one Contractor, including designating primary and secondary Contractors.
  - Select the proposal option (e.g., full purchase, full lease, or hybrid) that offers the most advantageous value to the City, regardless of which alternative(s) are submitted by each Proposer.
  - Reject any or all proposals and waive any informalities, technicalities, or irregularities.
  - Accept or negotiate elements from one or more proposals to meet budgetary, operational, or facility needs.
  - Consider a Proposer's past performance with the City or other public entities as part of the evaluation.
  - Decline to make any award if, in the City's judgment, no proposal offers adequate value to justify a contract.
- 

## **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](#).

*The remainder of this page has been intentionally left blank.*

## Section 7.0. Solicitation Response Form

### RFP-5675-25-KF, Fitness Equipment for the New City of Grand Junction Community Recreation Center

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

Pricing must reflect a **firm, not-to-exceed, all-inclusive cost** in accordance with the Scope of Work and as outlined in Section 4.12.4. Supported by the itemized breakdown of equipment proposed in the separate Excel file, Attachment C — **GJCRC Fitness Equipment List Pricing Sheet**.

Acquisition Model(s) – Select All That Apply:

**Option 1—Full Purchase**

**Total Not-to-Exceed Cost:**

**Numeric:** \$ \_\_\_\_\_

**Written:** \_\_\_\_\_ **dollars.**

**Estimated Manufacturer Lead Time (range):** \_\_\_\_\_ **Weeks after receipt of order (ARO).**

---

**Option 2—Full Lease**

**Total Not-to-Exceed Cost:**

**Numeric:** \$ \_\_\_\_\_

**Written:** \_\_\_\_\_ **dollars.**

\_\_\_\_\_ **dollars**

**Lease Term and Structure:** \_\_\_\_\_

**Estimated Manufacturer Lead Time (range):** \_\_\_\_\_ **Weeks after receipt of order (ARO).**

---

**Option 3—Hybrid (Combination of Purchase and Lease)**

**Total Not-to-Exceed Cost:**

**Numeric:** \$ \_\_\_\_\_

Written: \_\_\_\_\_ dollars.  
\_\_\_\_\_ dollars

Lease Term and Structure: \_\_\_\_\_

Estimated Manufacturer Lead Time (range): \_\_\_\_\_ Weeks after receipt of order (ARO).

Provide the Description of Equipment to be Purchased vs. Leased in the Proposal.

Alternate Annual Maintenance/Support Proposal Included

Total Annual Not-to-Exceed Cost:

Numeric: \$ \_\_\_\_\_

Written: \_\_\_\_\_ dollars.

If checked, refer to page(s): \_\_\_\_\_ in the proposal for details.

### Acknowledgments and Certifications

---

*The City reserves the right to accept any portion of the Work or Services to be performed at its discretion.*

---

The undersigned has thoroughly reviewed the Solicitation and all attachments and hereby submits the accompanying proposal and price proposal spreadsheet in response.

The Proposal is firm and irrevocable for a period of ninety (90) calendar days after the submission deadline.

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 or 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.

### **Authority of Signatory**

By signing the Solicitation Response Form, the Proposer certifies that the individual executing the Proposal is duly authorized to bind the Proposer to the terms and conditions of this Solicitation.

The City reserves the right to require written evidence of such authority, including a letter signed by the entity's owner or a statement of authority, prior to 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: \_\_\_\_\_

*The remainder of this page has been intentionally left blank.*



## 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.*