



Request for Quote

RFQ-5977-26-KN

Sidewalk Scarifier

Responses Due:

August 31, 2026, before 10:00 a.m.

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

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

(The purchasing agent does not have access to or control the vendor side of RMEPS. If the website or other problems arise during response submission, the Bidder MUST contact RMEPS to resolve the issue before the response deadline 800-835-4603)

NOTE: All City solicitation openings will be held virtually,
information is in Section 3.A.

Purchasing Agent:

Kassy Nelson

kassyh@gjcity.org

970-244-1546

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SECTION I. INTRODUCTION

- A. 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.
- B. Purpose:** The City of Grand Junction, Colorado, is soliciting competitive bids for the purchase of one (1) ten-inch walk behind scarifier for sidewalk and paint stripe grinding. The objective of this solicitation is to secure high-quality, reliable fleet assets that align with the City's operational needs and performance standards. We are requesting brand specific to ensure compatibility of wear parts and operational aspects between existing units.

While price is a key consideration, the City will also evaluate product quality, specification compliance, warranty, delivery schedule, and vendor support. The award, if any, will be given to the responsible bidder whose offer best meets the City's needs.

All inquiries, requests for clarification, or communications concerning any aspect of this solicitation—whether related to the bidding process, technical specifications, or scope—must be submitted in writing to the City's Purchasing Agent. Contact with any other City personnel regarding this solicitation may result in the disqualification of the Bidder

- C. The City:** The City will act by and through its authorized representative(s).
- D. Controlling Authority:** The 2024 version of the City [Procurement Policy](#) is controlling.
- E. Tentative Calendar of Events:**

- | | |
|--|------------------------------------|
| • Solicitation available | August 17, 2026 |
| • Inquiry deadline, no questions after this date | August 26, 2026, close of business |
| • Final Addendum Posted, <i>if required</i> | August 27, 2026 |
| • Submittal deadline for Bids | August 31, 2026, 10:00 a.m. |
| • Purchase Order execution | September 8, 2026 |

SECTION II. INSTRUCTIONS TO BIDDERS

- A. Equipment Details and Literature Required:** All bids must include specification sheets

and/or descriptive brochures detailing the exact specifications of the equipment proposed for the Quote price. Equipment must be furnished with all the standard features described in the submitted literature. If any referenced items in the literature are not supplied, such exclusions must be clearly identified in writing as amendments to the literature.

It is the bidder's responsibility to provide sufficient details to permit proper evaluation of the bid. Failure to do so may result in the bid's disqualification.

The body, finish, fittings, and all components shall be the latest and most current production model, unused, and in factory-new condition, not previously used as a demonstrator or for any other service and shall be factory standard in all respects not in conflict with the attached City Quote specifications. If the City is interested in a demonstrator, such information will be supplied in the Quote specifications

The design of the vehicle or equipment must not hamper or restrict the future installation or operation of emergency equipment such as lights, backup alarms, or similar accessories.

When specifications for items are not defined, the manufacturer's standards are satisfactory, provided the item is required for the proper performance of the equipment.

- B. Emissions Standards:** As required by law, all vehicles and/or equipment shall be equipped with the manufacturer's standard components and any additional devices necessary to comply with the most current State of Colorado regulations and Federal Motor Vehicle Safety Standards. Units must meet all applicable federal and state pollution control requirements and be capable of passing the State of Colorado emissions testing.

Delivery must include all relevant EPA documentation. Vehicles and/or equipment that fail to meet these standards will not be accepted.

- C. Errors and Omissions:** If the Bidder identifies any errors, omissions, or ambiguities or requires additional information regarding the specifications, they shall immediately contact the Purchasing Agent for clarification.

- D. Guarantee:** All equipment, units, and components shall be guaranteed as follows:

- a. The equipment shall be free from defects in design and construction and shall provide continuous and efficient service under normal operating conditions for the duration of the warranty period.
- b. The equipment or vehicle shall be of the manufacturer's standard design and construction, with no changes or substitutions made unless expressly stated.

- E. Warranty:** All equipment bids must include the manufacturer's standard warranty, which shall be provided with the bid. If additional or extended warranties are requested, specific warranty details must also be submitted with the bid. The warranty period shall begin upon receipt and acceptance of the equipment/vehicle by the City, unless otherwise agreed upon with the successful provider.

- F. Operating and Maintenance Instruction:** When specified in the Quote requirements, the awarded bidder/vendor shall provide training to designated City personnel on the proper

operation and maintenance of the equipment. Training shall cover operating procedures, safety protocols, routine inspections, servicing needs, and mechanical adjustments or repairs specific to the equipment or vehicle.

Instruction shall take place at a City-designated location and be scheduled following equipment delivery. The training schedule must be agreed upon prior to invoice payment. If available, the manufacturer shall also provide an operational safety video for specialized equipment (e.g., chippers, stump cutters, leaf machines).

- G. Delivery Date:** All bids must include a specified delivery date. Failure to provide a delivery timeline may result in the Quote being considered non-responsive.
- H. Pre-delivery:** Prior to delivery, the new equipment or vehicle must be fully serviced and prepared in accordance with standard “make-ready” procedures and the manufacturer’s specifications. This includes all inspections, fluid levels, calibrations, and adjustments required for the unit to be delivered in ready-to-use condition.
- I. Delivery:** All delivery costs shall be the sole responsibility of the Bidder and must be included in the total Quote price. Unless otherwise specified, all units shall be new and delivered to:

City of Grand Junction – Fleet Services
333 West Ave, Building C
Grand Junction, CO 81501
- J. Prices:** Prices quoted shall exclude all Federal Excise and State taxes. All pricing must be quoted F.O.B. destination to the City of Grand Junction, CO 81501, with all delivery charges included in the Quote price.
- K. Final Payment:** Final payment for equipment and vehicles delivered under these specifications shall not be made until all terms, conditions, and specification requirements are fully satisfied.
- L. Quote Evaluation Criteria:** This Quote will be evaluated based on, but not limited to, the following: compliance with specifications; proven performance and reliability; ease of operation, life-cycle cost, net cost, vendor performance history; delivery timeframe; compatibility with existing equipment, parts, or supplies; availability of service and parts; and beneficial or advantageous superior design features.
- M. Repair and Parts Manuals:** An operator’s manual and a service manual shall be provided with each new unit unless the units are duplicate orders, in which case, only one set of manuals is required. The city must receive all manuals prior to final payment. When available, manuals should be provided in CD or digital format, which is the City’s preferred method of delivery.
- N. Manufacturer’s Statement of Origin:** Each new unit shall be delivered with the Manufacturer’s Statement of Origin (MSO). Failure to provide the MSO at the time of delivery may result in the City’s refusal to accept the vehicle.
- O. Title:** The awarded vendor shall provide the title documentation for the new vehicle within

ten (10) days of receiving payment from the City. The title shall be mailed or delivered to:

City of Grand Junction – Fleet Services
333 West Ave, Building C
Grand Junction, CO 81501

If there is an issue obtaining the Title within the 10-day period, the vendor must contact Tim Barker at Fleet Services by phone at (970) 244-1532 or by email at timba@gjcity.org. The Title must list the owner as: **City of Grand Junction**.

SECTION III. GENERAL TERMS AND CONDITIONS

- A. **Submission of Bids:** *Each Quote shall be submitted in electronic format only, adhering to HB21-1110 and only through BidNet Direct Rocky Mountain E-Purchasing System website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-junction>). This site offers both “free” and “paying” registration options which allow for full access to the City’s documents and electronic submission of Bids. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view the “**Electronic Vendor Registration Guide**” at <https://www.gjcity.org/501/Purchasing-Bids> for details. (The Purchasing Agent does not have access to or control the vendor side of RMEPS. If there are website or other problems that arise during response submission, the Bidder **MUST** contact RMEPS to resolve the issue before the response deadline **800-835-4603**).

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

Time: August 31, 2026, 10:00 AM

Please join the meeting from your computer, tablet or smartphone.

 <https://meet.goto.com/352497957>

You can also dial in using your phone.

Access Code: 352-497-957

United States: [+1 \(872\) 240-3212](tel:+18722403212)

To join from a video-conferencing room or system.

Meeting ID: 352-497-957

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

Or dial directly: 352497957@67.217.95.2 or 67.217.95.2##352497957

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

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

- B. **Public Disclosure:** Under the Colorado Open Records Act (CORA), all information (except for items designated as classified, confidential, or proprietary) within any Quote or Quote is subject to public disclosure. Upon the issuance of an award and executed contract, both the solicitation file and the bid(s) or Bid(s) contained therein are subject to an Open Records Request. In instances of Solicitation or Project cancellation, public disclosure is contingent

upon adherence to pertinent laws.

- C. **Assignment and Contract Not to Be Used as Collateral:** Neither party may assign or transfer any rights or delegate any duties under this contract without the prior written consent of the other party. The Bidder shall not use this contract, or any portion thereof, as collateral for any financial obligation.
- D. **Audits and Access to Records:** The City, or its authorized representatives, shall have access to all books, documents, papers, and records of the Bidder that are directly pertinent to this solicitation and any resulting contract, for the purpose of audit or examination.
- E. **Availability of Funds:** Any contract resulting from this Request for Quote is contingent upon the availability and annual appropriation of funds by the applicable City department for the purchase of the specified goods or services. No legal or financial obligation shall exist unless and until funds have been duly appropriated, encumbered, and a purchase order has been issued by the City.

For contracts that extend beyond the current fiscal year, the City's continued obligation is subject to the approved appropriation of funds by the City Council in each subsequent fiscal period. In the absence of such appropriation, the City reserves the right to cancel the contract without penalty.

- F. **Award and Purchase:** The City reserves the right to reject any or all bids, waive minor informalities or technical defects, and—unless otherwise stated—accept any portion of a Quote or combination of bids deemed to be in the best interest of the City.

No verbal explanations, clarifications, additions, or instructions shall be binding on the City unless confirmed in writing through an authorized addendum issued by the City's Purchasing Division.

A signed purchase order or fully executed contract issued to the successful vendor shall constitute a binding agreement without further action required by either party.

- G. **Questions:** All requests for clarification or interpretation of the RFQ or Specifications must be submitted in writing via email to the Purchasing Agent no later than the close of business on the deadline for the questions. 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.
- H. **Compliance:** The Vendor shall comply with all applicable Federal, State, and local laws, ordinances, regulations, and any lawful orders or decrees of competent jurisdiction that may affect the performance of work under this contract. The Vendor is responsible for remaining fully informed of and adhering to such requirements throughout the duration of the contract.

The Vendor shall defend, indemnify, and hold harmless the City and its representatives from any claims, damages, or liabilities arising from the Vendor's or its subcontractors' violation of any such law, ordinance, regulation, or order.

The Contract and any agreement resulting from the RFQ shall be deemed to have been made in and shall be construed and interpreted under the laws of the City of Grand

Junction, Mesa County, Colorado. Any action arising from or under this Solicitation and/or Contract shall be in the District Court 21st Judicial District, Mesa County, Colorado.

- I. **Force Majeure:** The Vendor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm unless otherwise specified in the Contract.
- P. **Indemnification:** The Vendor shall defend, indemnify, and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Vendor, or of any Vendor's agent, employee, subcontractor or supplier in the execution of, or performance under, the Contract which may result from Quote award. The Vendor shall pay any judgment concerning costs that may be obtained by and/or against the Owner arising out of or under the performance or non-performance.
- Q. **Gratuities and Kickbacks:** The Bidder shall certify and agree that no gratuities or kickbacks were or will be paid in connection with this Quote and/or an award of a Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of a Contract. If the Vendor breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- I. **Material Availability:** Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of Bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
- J. **Protection of Persons and Property:** The Vendor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect itself from damage, injury, or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the Work, or in consequence of the non-execution thereof by the Firm, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- K. **Collusion Clause:** Each Bidder, by submitting a Bid, certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any Bid(s) found to have evidence or reasonable belief of collusion among the Bidders will be rejected. The Owner reserves the right, at its discretion, to accept future Bids for the same service(s) or work from participants identified in such collusion.
- L. **Public Disclosure Record:** If the Bidder knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Bidder

must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", and/or a statement of financial interest, before conducting business with the Owner.

- M. Preparation of Bids:** Bidders are responsible for thoroughly reviewing all drawings, specifications, schedules, and instructions contained in the Quote package. Failure to do so shall be at the Bidder's own risk.

In the event of a discrepancy between the unit price and the extended total, the unit price shall prevail. All unit prices must be net and reflect the total cost to the City, inclusive of all applicable charges.

- N. Taxes:** The City is exempt from State, County, Municipal, and Federal Excise Taxes; therefore, all bids shall not include taxes.

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

- P. 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.

- Q. Bids Binding – 60 Days:** Unless otherwise specified, all formal bids submitted shall remain binding for sixty (60) calendar days following the Quote opening date, unless extended by mutual agreement between the City and the Bidder

- R. Modification and Withdrawal of Bids Before Opening:** The Bidder may modify or withdraw bids prior to the Quote opening, provided that a written and duly executed request is submitted through the designated electronic bidding platform or to the location specified for Quote submission.

After the Quote opening, no Quote may be altered, modified, or amended.

- S. Multiple Bids:** Bidders are responsible for determining which product to offer. If a Bidder elects to submit more than one bid, each alternate Quote must be clearly labeled as "ALTERNATE BID." The City reserves the right to award the contract in the best interest of the City.

- T. Brand Names or Equal:** Whenever this RFQ references any particular materials, processes, mechanisms, equipment, or brand names, described or specified by patent, proprietary designation, brand name, or manufacturer name, such references are used it will be deemed to be used for the purpose of facilitating minimum acceptable requirements and will be deemed to be followed by the words, "or equal."

At the City's discretion, following the Quote opening, the Bidder may be required to provide satisfactory evidence that the alternative product, equipment, or vehicle meets or exceeds the specified requirements. The City reserves the sole right to determine whether proposed alternatives are of equal value.

Unauthorized substitutions will not be permitted after the award of the contract.

- U. Termination of Contract:** If, at any time during the performance of the contract awarded pursuant to this RFQ, the City determines that the work is not progressing satisfactorily or is not being performed in accordance with the terms and conditions of the contract, the City may, at its sole discretion and upon written notice to the Vendor, terminate the contract in whole or in part.

- V. Addendum:** Official responses to questions, interpretations, corrections, and changes to this solicitation or extensions to the Quote opening/receipt date will be issued solely by the Purchasing Division through a written Addendum. The authority to authorize and issue the addenda rests exclusively with the City's Purchasing Division.

All Addenda will be issued electronically through BidNet Direct® – Rocky Mountain E-Purchasing System (RMEPS):

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

All Bidders must acknowledge receipt of each Addendum on the Quote form provided in

Section V.

- W. Piggyback:** Contracts resulting from this solicitation are primarily intended for the City. However, upon mutual agreement between the awarded Vendor 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.

The quantities specified in this RFQ apply solely to the City and do not represent anticipated usage by any other governmental entity.

Each participating governmental entity shall establish its own separate contract with the Vendor, 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 the contract.

- X. Award:** The contract, if there is any, will be awarded to the lowest responsive and responsible Bidder, as determined by the City. The City reserves the right to make this determination based on a combination of factors, including but not limited to: price; conformity to specifications; financial capacity to perform, previous performance and reputation; availability and proximity of service, repair, and warranty facilities, similar experience with comparable contracts or commodities, delivery timeline and reliability, payment terms, compatibility with required specifications, existing equipment or systems, other objective and reasonable factors relevant to the procurement.

- Y. Inspections:** After delivery, materials or supplies will be inspected and accepted. The final inspection will be conclusive, except in cases of latent defects, fraud, or gross errors that

constitute fraud.

Final inspection and acceptance or rejection shall be conducted as promptly as practicable. However, failure by the City to inspect or reject materials upon delivery shall not relieve the Vendor of responsibility for supplying goods in full compliance with the specifications.

All delivered materials are subject to inspection and physical count at the time of delivery and shall remain subject to rejection until such inspection is completed.

The remainder of this page has been intentionally left blank.

SECTION IV. SPECIFICATION/COMPLIANCE FORM

MINIMUM SPECIFICATION FOR: One (1) Ten-inch walk behind scarifier for sidewalk and paint stripe grinding.

We are requesting brand specific to ensure compatibility of wear parts and operational aspects between existing units.

All specifications must be met or exceeded. Failure to do so may result in the Quote being deemed non-responsive. Include delivery to the City of Grand Junction, 333 West Avenue, Bldg. C, Grand Junction, CO 81501.

These specifications are intended to describe the cab and chassis. While not all component details may be listed, the unit offered must conform in strength, quality of materials, and workmanship to industry standards and shall meet or exceed the requirements stated herein.

Incomplete responses will not be considered. The Bidder shall note any exceptions to the Quote in the Comments section. All equipment furnished under this contract shall be new, unused, and the latest model currently in production by the manufacturer. Any accessories necessary to furnish a complete, fully functional unit ready for use, not specifically mentioned herein, shall be included. Bidder shall list on a separate sheet of paper details concerning the exception. This sheet shall be labeled "Exception(s) to Quote Conditions and Specifications. Include the factory summary with the Quote submittal.

Item No.	Standard Equipment Specifications	Meets	Does Not Meet	Comments
1	Smith Manufacturing SPS10 DCS Grindlazer Smith Part # 25N986			
2	Carbide Flail 8PT,C,10" drum assembly Smith Part # 25M952			
3	Ball Hitch mounting assembly for connection to pushcart. Smith Part # SPS.HTC.ACC			
4	Smith Sulky Grindlazer pushcart unit with 13 HP engine. Smith Part # 26A695			

SECTION V. QUOTE FORM

The City will receive electronic bids through the BidNet website, www.bidnetdirect.com/colorado, prior to the date and time indicated on the front of this document, at which time the bids will be publicly opened and read, for furnishing the materials, supplies, equipment and/or services, as shown below and/or attached hereto: FOB DESTINATION delivered at Grand Junction, Colorado. TRANSPORTATION CHARGES ARE **INCLUDED IN QUOTE PRICE**. All in accordance with the Quote conditions, special provisions, and specifications attached or as indicated below.

Purchasing Agent: Kassy Nelson kassyn@gjcity.org 970-244-1546

Sidewalk Scarifier:

Price for One (1) Unit: \$ _____

Extended Price Written: _____ Dollars

Year/Manufacture/Model No.: _____

Delivery: State the expected delivery time after receipt of the order. _____ days ARO

Warranty: Specify Warranty.

Bidder must supply a copy of the manufacturer's documentation:

RECEIPT OF ADDENDA: The undersigned Vendor acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

State the number of Addenda received: _____

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

NOTES: _____

- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-903544.
- The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices.
- The City of Grand Junction standard payment terms shall be Net 30 days.
- A prompt payment discount of _____ percent of the net dollar amount will be offered to the City if the invoice is paid within _____ days after the receipt of the invoice. The City reserves the right to consider any such discounts when determining the Quote award that are no less than Net 10 days.
- The undersigned certifies and agrees that this Quote is submitted in accordance with all

applicable Federal, State, County, and City laws.

Bidder Information and Authorization

Vendor Name: _____

Authorized Agent Name & Title: _____

Authorized Agent Signature: _____

Telephone Number: _____

Email Address of Agent: _____

Business Address: _____

City, State, ZIP Code: _____

Date: _____