CITY OF Grand Junction COLORADO
PURCHASING DIVISION

Request for Proposal

RFP-6008-26-KF

Outdoor Recreation Equipment Rental and Concession Services at Las Colonias Park

Proposal Deadline

December 3, 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
970-244-1513

Table of Contents

Section 1.0. Administrative Information & Conditions for Submittal 3
1.4. Purpose 3
1.9. Proposal Submission and Solicitation Opening 4
Section 2.0. General Contract Terms and Conditions 10
Section 3.0: Insurance Requirements 19
Section 4.0: Specifications and Scope of Services 21
4.20. Attachments 35
4.21. Tentative Calendar of Events: 36

Event and Details at a Glance	Date
Solicitation Issued/Posted	November 5, 2026
Non-Mandatory Site Visit	November 16, 2026
Inquiry Deadline	November 20, 2026
Final Addendum Issued (if applicable)	November 23, 2026
Proposal Submission Deadline **Electronic submission via BidNet® Direct only, prior to 1:00 p.m. MST.**	December 3, 2026
Independent Evaluation of Proposals	December 3-10, 2026
Interviews (if required)	December 17, 2026
Notice of Intent to Award (Tentative)	January 6, 2027
Contract Execution	January 8, 2027

Section 5.0: Preparation and Submittal of Proposals 37
Section 6.0. Evaluation Criteria and Factors 42
Section 7.0. Solicitation Response Form 48
Subcontractor Disclosure 51

Section 1.0. Administrative Information & Conditions for Submittal

1.1. Americans with Disabilities Act (ADA) Compliance Mandate: All documents, forms, attachments, electronic content, and other materials submitted in response to this Solicitation, as well as all deliverables, reports, presentations, websites, applications, electronic documents, and other materials created, developed, or provided under any resulting Contract, shall comply with the requirements of Colorado House Bill 21-1110 (HB21-1110), including §§ 24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability adopted by the Colorado Office of Information Technology pursuant to § 24-85-103(2.5), C.R.S.

Electronic documents and digital content submitted under this Solicitation or provided under the Contract shall comply with applicable State of Colorado technology accessibility standards, including 8 CCR 1501-11 and the WCAG Level A and AA requirements incorporated therein.

1.2. Required Review: The Proposer is responsible for thoroughly reviewing all Solicitation Documents and obtaining a complete understanding of the Scope of Services, project requirements, conditions, instructions, and all applicable laws, regulations, policies, and procurement requirements associated with this Solicitation. Submission of a proposal shall constitute acknowledgment that the Proposer has reviewed the Solicitation Documents and is capable of performing the Services as specified.

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

All questions, requests for clarification, and other communications regarding this Solicitation shall be directed in writing to the Purchasing Agent. Proposers may raise questions during the City-conducted site visit; however, questions requiring an official response shall be submitted in writing by the inquiry deadline. Only written Addenda issued by the Purchasing Division may modify the Solicitation.

Communication with any other City employee or representative regarding this solicitation may result in the disqualification of the Proposer's submission.

1.4. Purpose

The City of Grand Junction, Colorado, is soliciting competitive proposals from qualified Contractors to operate outdoor recreation equipment rental and concession services at Las Colonias Park.

The City seeks a financially sustainable operation that expands recreational opportunities, enhances the visitor experience, supports safe participation, complements public use of the Park, and provides financial value to the City.

Section 4.0 describes the Scope of Services, operating requirements, and performance expectations. All Services shall be performed in accordance with this Solicitation and the resulting Contract.

1.5. Non-Mandatory Pre-Proposal Site Visit: Prospective Proposers are encouraged to attend an in-person site visit to review the concession premises, available amenities, access, and operating conditions associated with the Scope of Services.

Meeting Information:
Date: Monday, November 16, 2026
Time: 12:00 p.m. Mountain Standard Time
Location: Concession premises at Las Colonias Park
1695 Las Colonias Landing
Grand Junction, Colorado 81501

The site visit will provide an opportunity to view the indoor and outdoor operating areas, assess loading and parking conditions, and identify questions relevant to preparing a proposal.

Important Information

- Attendance is optional and is not required to submit a proposal.
- Questions requiring clarification shall be submitted in writing to the Purchasing Representative by the inquiry deadline.
- Statements, explanations, or interpretations provided during the site visit shall not modify the Solicitation.
- Only written Addenda issued by the City's Purchasing Division 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 acknowledges the requirements of this Solicitation, and all issued Addenda, except for deviations or exceptions expressly identified in accordance with the Solicitation. The Proposer shall request clarification of any identified ambiguity, omission, or conflict before the inquiry deadline. No requested exception is approved unless expressly incorporated into the executed Contract. Failure to request clarification shall not relieve the Proposer of its obligation to comply fully with the requirements of the Contract.

1.8. Controlling Authority: The 2024 version of the City Procurement Policy is controlling.

1.9. Proposal Submission and Solicitation Opening

Proposals shall be submitted electronically through BidNet® Direct **before the submission deadline stated in this Solicitation**, in accordance with **Section 5.0 – Preparation and Submittal of Proposals**. Late proposals will not be accepted.

The City will hold a virtual public opening immediately after the submission deadline to acknowledge the proposals received. **Only Proposer names will be announced.** Proposal content, compensation offered to the City, scores, and rankings will not be disclosed during the session.

Attendance is optional and does not replace electronic submission through BidNet® Direct.

To participate in the public proposal opening, Proposers and interested parties may refer to the virtual meeting information provided below:

Solicitation Opening: RFP-6008-26-KF, Outdoor Recreation Equipment Rental and Concession Services at Las Colonias Park

Date/Time: December 3, 2026, 1:00 p.m. MST (America/Denver)

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

https://meet.goto.com/270886341

Or join the meeting by phone.
Access Code: 270-886-341
United States: +1 (872) 240-3212

To join from a video-conferencing room or system:
Meeting ID: 270-886-341
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Or dial directly: 270886341@67.217.95.2 or 67.217.95.2##270886341

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

1.10. Public Disclosure Notice: Materials submitted in response to this Solicitation become City records and are subject to disclosure to the extent and at the time required by the Colorado Open Records Act (CORA). Proposers requesting confidential treatment of specific information shall comply with Section 1.24. A confidentiality designation does not guarantee protection from disclosure.

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 its Proposal was independently prepared and submitted without collusion or other conduct prohibited by applicable antitrust laws. Evidence of collusion may result in rejection of the Proposal and other action authorized by applicable law and City Procurement Policy.

1.13. Gratuities and Kickbacks: The Proposer 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 the award of a Contract. If the Proposer breaches this certification, the City reserves the right to reject the Proposal, terminate any resulting Contract, and pursue all available legal remedies.

This provision does not prohibit rent, commissions, revenue sharing, or other compensation expressly proposed and accepted as payable to the City under the Contract.

1.14. Ethics: Proposers shall not offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process. Additionally, the Proposer(s) shall not establish any business arrangement or financial relationship with any such individuals that may create a conflict of interest, impair impartiality, or undermine public trust. Any violation of this provision may result in disqualification from consideration, contract termination, and potential legal consequences.

1.15. Alteration or Withdrawal of the Proposal: Any modification, revision, or withdrawal of a proposal must be initiated by the Proposer and received by the City through the designated electronic submission platform prior to the Proposal due date and time stated in the Solicitation.

After the submission deadline, Proposers may not unilaterally modify, revise, or withdraw their proposals. This restriction does not prohibit City-requested clarifications, discussions, negotiations, or revised submissions expressly authorized by the Purchasing Division in accordance with this Solicitation.

Submitted Proposals shall remain firm, valid, and binding for **ninety (90)** calendar days following the Proposal due date and may not be withdrawn during that period without the City's written consent.

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

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

1.18. Contract Documents: The Contract Documents include this solicitation, the Proposer's submitted proposal and supporting documents, and any negotiations that are formally accepted by the City and memorialized in a written agreement. Upon execution by duly authorized representatives of both Parties, the final written agreement and all documents expressly incorporated into it shall collectively constitute the binding and enforceable Contract between the City and the Contractor. The Contract represents the entire and integrated agreement between the City and the Proposer ("Parties") and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modification of the Contract shall be

documented in a written Contract amendment executed by duly authorized representatives of both Parties.

1.19. Questions Regarding Specifications or Scope of Services: Questions shall be submitted in writing to the Purchasing Agent by the inquiry deadline. Proposers shall review the Solicitation Documents before submitting questions and identify the section or requirement requiring clarification. Official responses affecting the Solicitation shall be issued through written Addenda. The City may decline to answer questions received after the inquiry deadline.

1.20. Proposal Preparation Expenses: All costs incurred by the Proposer in preparing, submitting, and presenting a proposal in response to this solicitation shall be the Proposer's sole responsibility and shall not be reimbursed by the City.

1.21. 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.

1.22. 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.

1.23. 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:

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

1.23.2. 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.

1.24. Open Records and Confidential Material: All materials submitted in response to this Solicitation shall become City records and shall be subject to public inspection to the extent and at the time required by 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.

Proposers seeking to designate specific information as confidential or proprietary must:

1.24.1. Clearly mark each page or section of the submission containing such information with the words "**Confidential Disclosure**."

1.24.2. Upload confidential information as a separate document.

1.24.3. Provide a written explanation justifying the claim of confidentiality, including how disclosure would cause substantial harm to the Proposer's competitive position, consistent with CORA.

The City shall review all requests for confidentiality treatment. The final determination regarding whether materials qualify for confidential treatment rests solely with the City.

A confidentiality designation does not create a right to withdraw or modify a Proposal after the submission deadline or prevent disclosure required by law. Any request to withdraw or modify submitted material remains subject to City approval, the Solicitation requirements, and applicable law.

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

- Cost or pricing information; or
- An entire 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 identified, designated, and submitted in accordance with this section.

1.25. Response Material City Ownership: All Proposals submitted in response to this Solicitation shall become records of the City and will not be returned. Submission of a Proposal does not transfer ownership of the Proposer's pre-existing intellectual property, copyrighted materials, trademarks, proprietary methodologies, software, systems, or other materials identified as belonging to the Proposer. The City may use submitted materials for evaluation, Contract administration, public-records compliance, and other governmental purposes permitted by law, subject to the proper designation and approval of 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.

1.26. Minimal Standards for Responsible Proposers: To be considered for award, the Proposer shall demonstrate:

- Relevant experience operating recreation rentals, concessions, or comparable customer-facing Services.
- Personnel, equipment, financial capacity, and other resources sufficient to perform the proposed Services.
- The ability to meet the proposed operating schedule and contractual obligations.
- A satisfactory record of performance, integrity, safety, and regulatory compliance.
- Eligibility to enter into the Contract and the ability to obtain required licenses, permits, and insurance.
- Compliance with the submission requirements in Section 5.0.

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

Proposers may be required to submit satisfactory evidence demonstrating the Proposer's responsibility, practical knowledge of the Project, and possession of the necessary financial and other resources to complete the proposed Services.

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

1.27.1. Submission of duplicate or multiple proposals intended to circumvent the Solicitation requirements, except for alternate proposals expressly permitted and clearly identified in accordance with Section 1.16; and

1.27.2. Evidence of collusion among Proposers. Any participant found to be engaged in collusion shall be disqualified from consideration for future service or work with the City until reinstated as a qualified Proposer.

1.28. Taxes: The Contractor shall be responsible for taxes applicable to its business operations, purchases, equipment, rentals, sales, and performance under the Contract. The Contractor shall not use the City's tax-exempt status or exemption documentation for its own purchases.

1.29. Sales and Use Taxes: The Contractor shall obtain and maintain required sales tax licenses and collect, report, and remit applicable sales and use taxes. Customer transactions and Contractor purchases shall be treated in accordance with applicable tax requirements. Compensation payable to the City shall be calculated on a revenue basis and in accordance with the permitted exclusions expressly established in the Contract.

1.30. Federal Taxpayer Identification Certificate: Before Contract execution, the selected Contractor shall complete any City-required registration and provide a completed IRS Form W-9, if requested. The Contractor shall promptly provide updated information when its legal name, tax identification information, or payment contact information changes.

1.31. Cancellation of Solicitation: The City reserves the right to cancel this solicitation at any time or to reject any or all proposals, in whole or in part, when deemed to be in the best interest of the City.

1.32. Public Opening: The City will conduct a virtual proposal receipt acknowledgment immediately following the proposal submission deadline. Proposers, authorized representatives, and other interested parties may attend.

To ensure transparency and procedural integrity, all proposals received through BidNet® by the submission deadline will be formally acknowledged during the session. In accordance with the nature of a Request for Proposals, only the names of the entities submitting proposals will be announced. No proposal content, scoring information, or 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 constitutes an offer to operate the concession and provide the proposed Services under the requirements of this Solicitation, including the proposed compensation payable to the City. The individual signing the Proposal shall be authorized to bind the Proposer to its offer and execute the resulting Contract.

By submitting a Proposal, the Proposer acknowledges that it has reviewed and understands the Solicitation and agrees to its requirements, except for deviations or exceptions expressly identified in the Proposal.

Requested deviations or exceptions shall be clearly identified in the designated Exceptions section, fully explained, and accompanied by proposed alternative language, where applicable. This requirement applies to proposed changes to operating requirements, use of the premises, financial obligations, and Contract terms. Requirements for which no exception is identified shall be considered accepted.

The City may accept or reject requested exceptions, determine that an exception renders a Proposal non-responsive, or negotiate acceptable terms with the apparent successful Proposer. An exception is not approved unless expressly incorporated into the executed Contract.

2.2. Execution, Review, and Intent of the Contract Documents: The Contract shall be executed by duly authorized representatives of the City and the Contractor before the Contractor occupies the premises or begins Services under the new Contract.

By executing the Contract, the Contractor represents that it has reviewed the Contract Documents and the available site information, evaluated the conditions affecting its proposed operations, and has the personnel, equipment, financial capacity, and other

resources necessary to fulfill its obligations. The Contractor's assessment shall include the approved premises, available amenities, public access requirements, seasonal conditions, operating restrictions, and compensation payable to the City.

The Contractor shall promptly notify the City in writing of any ambiguity, omission, inconsistency, or conflict discovered in the Contract Documents and obtain written clarification before proceeding with the affected activity. Unaffected obligations shall continue unless the City directs otherwise. Clarification shall not modify the Contract unless documented through an authorized written amendment.

The Contract Documents are complementary and shall be read together, subject to the order of precedence established in the Contract. The Contractor shall furnish and fund all personnel, supervision, equipment, supplies, business systems, transportation, licenses, permits, reports, and other resources necessary to operate the concession and perform the approved Services, except for responsibilities expressly assigned to the City.

2.3. Permits, Fees, and Regulatory Compliance: The Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, regulations, and lawful orders governing its concession operations, use of City property, equipment rentals, retail sales, and related Services.

Unless expressly assigned to the City in the Contract, the Contractor shall obtain, maintain, and pay for all licenses, permits, certifications, and authorizations required for its approved activities. These may include sales tax licensing, commercial outfitter licensing, and permits or reservations for organized activities and use of additional Park space, as applicable. Required authorizations shall be obtained before the applicable activity begins and maintained throughout its performance.

City approval of an operating plan or activity does not replace required permits or authorize activities outside the approved scope or premises. The Contractor shall provide evidence of the required authorizations upon request and promptly notify the City of any expiration, suspension, revocation, or restriction that affects its ability to perform the Services.

The Contractor shall promptly notify the City in writing of any identified conflict between the Contract Documents and applicable requirements. The Contractor shall not proceed with an affected activity in violation of those requirements while awaiting City direction.

2.4. Responsibility for those Performing the Services: The Contractor shall be responsible for the acts and omissions of its employees, subcontractors, instructors, guides, agents, and other persons performing Services on its behalf. The Contractor shall ensure that these persons are qualified, appropriately trained and supervised, and hold the licenses or certifications required for their assigned duties.

The Contractor shall communicate applicable Contract requirements, Park rules, approved operating boundaries, safety procedures, and customer service expectations to its personnel and ensure compliance. The Contractor remains responsible for their performance regardless of any City review, approval, or inspection.

The Contractor shall direct customers participating in its rentals or activities regarding applicable safety requirements and Park rules and address unsafe conduct associated with its operations.

2.5. Compensation Payable to the City: The Contractor shall pay the City the rent, commissions, revenue share, minimum guarantees, or other compensation established in the Contract, in the amounts and on the schedule specified therein. Required supporting reports and records shall be provided in accordance with Section 4.0 and the Contract.

The Contractor shall be responsible for all costs of operating the concession except those expressly assigned to the City. The Contract does not obligate the City to purchase Services or reimburse the Contractor for operating expenses.

City review or acceptance of reports or payments shall not waive the City's right to verify their accuracy or recover amounts owed under the Contract. Any change to compensation shall require a written Contract amendment executed by both Parties.

2.6. Protection of Persons and Property: The Contractor shall conduct its concession operations and related Services in a manner that protects customers, other Park users, Contractor personnel, City personnel, and public and private property. The Contractor shall comply with applicable safety requirements and the Site Operating Standards in Section 4.0, maintain safe equipment and operating areas, and preserve pedestrian accessibility, public circulation, and emergency access.

The Contractor shall promptly address hazards arising from its operations and notify the City of unsafe conditions, incidents, or property damage in accordance with the Contract. Conditions presenting an immediate safety risk shall be secured, and affected activities shall be suspended until safe operations can resume.

The Contractor shall be responsible for damage to the concession premises, City facilities, landscaping, or other public or private property caused by the acts or omissions of the Contractor, its employees, subcontractors, or agents. At its sole expense, the Contractor shall repair, restore, or replace affected property to its condition immediately before the damage, or an equivalent condition acceptable to the City. Repairs or alterations to City property require prior written City approval.

If the Contractor fails to complete required corrective action within the timeframe established by the City, or immediate action is necessary to protect persons or property, the City may perform or arrange the corrective action and recover its documented costs from the Contractor.

2.7. Changes in the Services: Either Party may propose changes to the approved Services or concession operations. Changes affecting the scope, authorized premises, compensation payable to the City, Contract term, or other contractual obligations require a written Contract amendment executed by duly authorized representatives of both Parties before implementation.

The Contractor shall not undertake additional activities or assume that a proposed change authorizes reduced payments, additional City support, or an extension of the Contract term. Operational approvals expressly authorized under the Contract shall be handled in accordance with the applicable approval provisions.

2.8. Minor Operational Changes: The City's Project Manager may approve minor operational adjustments expressly permitted under the Contract, provided they do not change compensation payable to the City, extend the Contract term, expand the authorized premises or scope, or impose additional financial obligations on the City.

Such approvals shall be documented in writing and do not constitute a Contract amendment. Customer pricing and other matters expressly subject to City approval shall follow the approval process established in the Contract

2.9. Correction of Services: The Contractor shall perform the Services in accordance with the Contract, approved operating plans, and applicable safety and operating requirements. Nonconforming Services, equipment, reports, or operating conditions shall be corrected at the Contractor's expense within the timeframe established in the City's written notice.

Conditions presenting an immediate risk to safety, accessibility, or emergency access shall be addressed immediately. The City may require suspension of the affected activity until the condition is corrected.

If the Contractor fails to complete required corrective action, the City may exercise the remedies provided in the Contract and recover documented costs incurred as a direct result of that failure.

2.10. Acceptance Not Waiver: The City's review, inspection, approval, or acceptance of Services, operating plans, reports, or payments from the Contractor shall not relieve the Contractor of its obligations under the Contract. Such actions do not waive the City's right to identify deficiencies, verify reported revenues and compensation, recover amounts owed, or exercise other remedies available under the Contract.

2.11. Contract Amendments: No oral statement, informal communication, or course of conduct shall modify the Contract. Amendments shall be coordinated through the City's Contract Administrator and executed in writing by duly authorized representatives of both Parties. Operational approvals expressly permitted under the Contract do not amend its terms.

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

2.13. Compliance with Laws: The Contractor shall comply with all applicable federal, state, county, and municipal laws, codes, regulations, ordinances, and requirements, as well as ethical standards, governing the Services performed under the Contract.

The Contractor warrants that it is fully qualified to perform the required Services and possesses all necessary corporate authority, skills, credentials, experience, and professional licenses, which shall remain in good standing as required by law throughout the duration of the Contract.

2.14. Debarment or Suspension: The Contractor certifies that it is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local government contracting program.

2.15. Confidentiality: The Contractor shall protect confidential or legally protected information received from the City or collected in the performance of the Services, including protected customer information. The Contractor shall use such information only as necessary to perform its obligations under the Contract and shall restrict access to employees, subcontractors, and agents who need the information for that purpose.

The Contractor shall maintain safeguards against unauthorized access, use, or disclosure and ensure that its employees, subcontractors, and agents comply with these requirements. The Contractor shall promptly notify the City upon discovery of unauthorized access, use, or disclosure affecting protected information associated with the Contract.

These obligations shall not apply to information lawfully available to the public or disclosures required by applicable law, court order, or lawful governmental request. Nothing in this Section shall make an otherwise public record confidential or limit the City's obligations under the Colorado Open Records Act.

The Contractor's confidentiality obligations shall survive expiration or termination of the Contract for as long as the information remains confidential or legally protected.

2.16. Conflict of Interest: No public official or employee of the City shall have any financial or personal interest, direct or indirect, in the Contract resulting from this solicitation. Any potential conflicts must be disclosed and addressed in accordance with applicable laws and the City's policies.

2.17. Termination for Convenience: The City may terminate the Contract, in whole or in part, for convenience upon thirty (30) calendar days' written notice.

2.18. Employment Discrimination: During the performance of any Services, the Contractor agrees to:

2.18.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a bona fide occupational qualification permitted by applicable law. The Contractor agrees to post notices in conspicuous places visible to employees and job applicants that state the provisions of this nondiscrimination clause.

2.18.2. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that the Contractor is an Equal Opportunity Employer.

2.18.3. Notices, advertisements, and solicitations placed in accordance with federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.

2.19. 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.

2.20. Failure to Perform: Failure to provide approved Services, maintain required operating conditions, submit required reports, or pay compensation when due constitutes nonperformance under the Contract.

The City may require corrective action, suspend affected activities or use of an operating area, or exercise other remedies in accordance with the Contract's notice, cure, and default provisions. Immediate action may be taken when necessary to protect public safety, accessibility, emergency access, or City property.

The Contractor shall be responsible for documented costs incurred by the City as a direct result of the Contractor's failure to meet its obligations. Corrective action does not relieve the Contractor of payment or other accrued obligations.

2.21. 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 failure shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from enforcing any provision thereafter.

2.22. Force Majeure: Neither Party shall be liable for any delay or failure to perform its obligations under the Contract to the extent such delay or failure is caused by a Force Majeure event beyond the control of the affected Party. Force Majeure events may include, but are not limited to, acts of God, fire, flood, severe weather, natural disasters, epidemics, pandemics, war, terrorism, civil unrest, labor disputes not involving the affected Party, governmental actions, utility outages, or other events beyond the control of the affected Party.

The Party affected by a Force Majeure event shall provide the other Party with prompt written notice describing the nature of the event, its anticipated impact on performance, and the estimated duration of the delay. The affected Party shall use commercially practical measures to mitigate the effects of the Force Majeure event and resume performance as soon as practicable.

If a Force Majeure event materially delays or prevents performance of the Services, the City may suspend, postpone, modify the schedule for, or terminate the Contract, in whole or in part, in accordance with the Contract Documents, without liability for costs incurred because of the Force Majeure event.

Ordinary seasonal variations in weather, river flows, water levels, or customer demand that are anticipated operating conditions under Section 4.0 do not, by themselves, constitute Force Majeure. A Force Majeure event does not automatically reduce compensation payable to the City or relieve obligations accrued before the event. Any adjustment shall be addressed in accordance with the Contract.

2.23. 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.

2.24. 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.

2.25. Reports, Records, and Ownership: Reports and other deliverables specifically required to be provided to the City under the Contract shall become City property upon delivery. City-provided information and materials shall remain City property.

The Contractor shall retain ownership of its equipment, business systems, pre-existing intellectual property, and independently developed business materials, except as otherwise expressly provided in the Contract.

Ownership of the Contractor’s underlying business records does not limit the City’s contractual rights to inspect, verify, or obtain supporting records necessary to confirm performance and compensation payable to the City. Customer information shall be provided only as required by the Contract and applicable law.

To the extent Contractor-owned materials are incorporated into required deliverables, the Contractor grants the City a perpetual, nonexclusive, royalty-free license to use those materials for Contract administration and other authorized City purposes.

2.26. Patents and Copyrights: The Contractor shall indemnify, defend, and hold harmless the City from and against any and all claims, demands, losses, liabilities, costs, and expenses, including attorneys’ fees, arising out of or related to any actual or alleged infringement of any patent(s), copyright(s), trademark(s), or other intellectual property right resulting from the performance of the Services or the use of the Work Product.

The City shall have no liability to the Contractor for any costs, expenses, or obligations arising from such intellectual property infringement claims. The Contractor shall promptly assume the defense of any such claim and shall resolve the claim in a manner acceptable to the City.

This obligation includes, but is not limited to, claims arising from the creation, use, or incorporation of derivative works or materials based on the intellectual property rights of others.

2.27. Governing Law and Venue: This Solicitation, and any Contract resulting from this Solicitation, shall be governed by and construed in accordance with the laws of the State of Colorado and the Charter, ordinances, regulations, and policies of the City of Grand Junction, Colorado, as applicable. Venue for any action arising from or relating to this Solicitation or any resulting Contract shall be in the District Court of the 21st Judicial District, Mesa County, Colorado.

2.28. Order of Precedence: In the event of a conflict, the following order of precedence shall apply:

1. Executed Contract amendments, with later amendments controlling earlier provisions on the same subject.
2. The executed Contract, including expressly accepted exceptions and negotiated terms.
3. The Solicitation and its Addenda, with later Addenda controlling earlier provisions on the same subject.
4. The Contractor's accepted Proposal and incorporated written clarifications.

Documents shall otherwise be read together. A provision in the Contractor's Proposal does not modify a City requirement unless expressly accepted in the executed Contract.

2.29. 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.

2.30. Public Funds and Non-Appropriation: The Contract does not obligate the City to purchase Services or reimburse the Contractor's operating expenses. The City's obligations under the Contract, including maintaining and making the concession premises and supporting Park facilities available, are subject to annual appropriation and availability of funds.

If funds necessary to support those obligations are not appropriated or are insufficient, the City may close the affected facilities and terminate the Contract, in whole or in part, by written notice stating the effective date. Such termination shall not constitute a default by the City or entitle the Contractor to termination penalties, lost profits, or reimbursement of operating expenses or investments, except as expressly provided in the Contract or required by law.

The Contractor shall complete the applicable closeout requirements and remain responsible for compensation and other obligations accrued through the effective termination date. Final accounting, including treatment of prepaid amounts, shall be completed in accordance with the Contract.

2.31. 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.

2.32. Default: A material breach of the Contract may include failure to pay compensation when due; provide required reports or supporting records; maintain required insurance, licenses, permits, or authorizations; perform approved Services; comply with operating requirements; or remain within the authorized use of the premises. Repeated violations of applicable City ordinances, Park rules, or approved operating requirements after written notice may constitute a material default, even if individual violations are subsequently corrected.

The City shall provide written notice identifying the default and specifying the required corrective action and timeframe for completion. If the default presents an immediate risk to public health, safety, accessibility, emergency access, City property, or City operations, the City may immediately suspend affected activities or take other protective action in accordance with the Contract.

If the Contractor fails to correct the default within the specified timeframe, the City may terminate the Contract, suspend affected operations, perform or arrange necessary corrective work, or exercise other remedies available under the Contract. The City may recover documented costs, damages, or losses directly resulting from the Contractor's default.

Termination or corrective action shall not relieve the Contractor of accrued payment obligations, required reporting, premises restoration, or other applicable closeout requirements. These remedies are cumulative and do not limit other rights or remedies available to the City under the Contract, at law, or in equity.

2.33. Definitions: Unless otherwise defined in the Solicitation or Contract Documents, the following definitions shall apply throughout this Solicitation and any resulting Contract. Additional terms may be defined within specific sections as necessary to clarify intent and promote consistent interpretation of the Solicitation and Contract Documents.

2.33.1. City: "City" means the City of Grand Junction, Colorado, including its departments, officials, employees, agents, and authorized representatives acting within the scope of their authority.

2.33.2. Concession Premises: The indoor space and approved outdoor operating area identified in the Contract and its incorporated exhibits.

2.33.3. Contract Compensation: Rent, commissions, revenue share, minimum guarantees, and other amounts payable by the Contractor to the City under the Contract. Customer charges are separate from Contract Compensation.

2.33.4. Contract Term: The period established in the Contract, including any renewal or extension authorized in writing. The Contract term, availability of the premises, public operating season, and approved off-season use may begin or end on different dates as specified in the Contract.

2.33.5. Contractor: The legal entity awarded the Contract to operate the concession and perform the approved Services. The term includes the entity's authorized representatives, employees, subcontractors, agents, and other persons acting on its behalf in connection with the Contract.

2.33.6. Deliverable: Operating plans, safety plans, reports, supporting documentation, and other materials expressly required to be provided to the City under the Contract.

All Deliverables shall comply with applicable accessibility laws, regulations, and standards, including, but not limited to:

- The Americans with Disabilities Act (ADA)
- HB21-1110, including §§ 24-85-101, C.R.S., et seq.
- The Accessibility Standards for Individuals with a Disability adopted by the Colorado Office of Information Technology pursuant to § 24-85-103(2.5), C.R.S.
- The State of Colorado's technology accessibility standards, including compliance with Level AA of the current version of the WCAG, as adopted by the State

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

2.33.7. Key Personnel: Individuals identified in the accepted Proposal or approved operating plan as responsible for managing or supervising the concession or providing specialized Services.

2.33.8. Proposer: An individual or legal entity submitting a Proposal in response to this Solicitation.

2.33.9. Services: The approved equipment rentals, concession operations, customer activities, and related obligations described in the Contract.

2.33.10. Subcontractor: An entity retained by the Contractor to perform an approved portion of the Services. Use of a subcontractor does not relieve the Contractor of responsibility or independently authorize the subcontractor to occupy or use City property.

Section 3.0: Insurance Requirements

At its own expense, the Contractor shall procure and maintain the insurance required by this Section before occupying the concession premises or beginning Services. Coverage shall remain in effect throughout the Contract term, including renewal terms and any approved off-season use or storage.

Insurance shall be issued by insurers authorized to do business in Colorado, rated A- or better by A.M. Best, and in forms acceptable to the City. Required insurance shall cover the Contractor’s approved operations under the Contract.

The insurance requirements and coverage limits shall not limit the Contractor’s liabilities or obligations under the Contract. Failure to obtain or maintain required insurance shall not relieve the Contractor of those liabilities or obligations.

The Contractor shall ensure that subcontractors maintain insurance appropriate to their assigned activities and that it meets the applicable requirements of this Section. Any

proposed alternative coverage shall require the City's prior written approval. The Contractor remains responsible for its subcontractors' performance and compliance.

Unless otherwise specified in the Contract Documents, the following minimum coverage shall apply:

(a) **Commercial General Liability**

Coverage shall be written on an occurrence basis with minimum limits of:

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

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

Coverage shall include premises and operations, bodily injury, property damage, personal and advertising injury, contractual liability, and products and completed operations. The policy shall include a separation-of-insureds provision.

Coverage shall apply to the approved concession operations, including equipment rentals and any approved instruction, guided activities, or other recreational Services. Watercraft, rental operations, or participant exclusions shall not leave these activities uninsured. Where the Commercial General Liability policy does not cover an approved activity, the Contractor shall obtain endorsements or separate liability coverage addressing that activity, with limits no less than those required above.

(b) **Automobile Liability**

Coverage shall provide a combined single limit for bodily injury and property damage of at least:

ONE MILLION DOLLARS ($1,000,000) each accident.

Coverage shall apply to all owned, hired, and non-owned vehicles used in performing the Services, including any approved transportation of equipment or participants.

(c) **Workers' Compensation and Employers' Liability**

Workers' Compensation coverage shall meet the statutory requirements of the State of Colorado.

Employers' Liability coverage shall provide minimum limits of:

ONE MILLION DOLLARS ($1,000,000) each accident.

ONE MILLION DOLLARS ($1,000,000) each employee for disease.

ONE MILLION DOLLARS ($1,000,000) policy limit for disease.

The Workers' Compensation policy shall include a waiver-of-subrogation endorsement in favor of the City, as permitted by law.

3.1. Additional Insureds and Coverage Conditions

The Commercial General Liability and Automobile Liability policies shall name the City of Grand Junction, its elected and appointed officials, employees, and volunteers as additional insureds with respect to liability arising from the Contractor's operations under the Contract. Any separate liability policy obtained to cover approved watercraft or recreational activities shall provide equivalent additional insured protection.

Required liability coverage shall be primary and noncontributory with respect to insurance or self-insurance maintained by the City.

The Contractor shall be responsible for all deductibles and self-insured retentions under the required policies.

3.2. Evidence and Maintenance of Insurance

Before occupying the concession premises or beginning Services, the Contractor shall submit Certificates of Insurance on ACORD forms, or equivalent forms acceptable to the City, together with copies of all required endorsements.

The submission shall:

- Reference the Solicitation title and number.
- Identify the named insured, insurers, policy number, coverage types, limits, and effective and expiration dates.
- Include endorsements establishing additional insured status, primary and noncontributory coverage, and the required waiver of subrogation.
- Identify any separate policies or endorsements covering approved watercraft, equipment rental, instruction, or guided activities.

Certificates of Insurance alone do not establish or amend coverage and shall not substitute for required endorsements. Upon request, the Contractor shall provide policy provisions necessary for the City to verify compliance.

The Contractor shall obtain the City's approval of the required insurance documentation before occupying the concession premises or beginning Services. City review or approval shall not relieve the Contractor of its insurance obligations.

The Contractor shall provide renewal documentation before existing coverage expires and shall promptly notify the City in writing upon learning of any cancellation, nonrenewal, lapse, or material reduction in required coverage. The Contractor shall maintain continuous compliant coverage throughout the required coverage period.

Section 4.0: Specifications and Scope of Services

4.1. General: The City of Grand Junction (City) is seeking proposals from qualified Contractors to operate an outdoor recreation equipment rental and concession service at Las Colonias Park (Park). The City seeks a financially sustainable operation that expands recreational opportunities, provides a positive visitor

experience, complements public use of the Park, and provides financial value to the City. **Please see Attachment A for maps of the Park and Surrounding Areas.**

- Proposers shall recommend an equipment mix, related Services, operating schedule, and business approach suited to the location, seasonal conditions, and anticipated customer demand.
- Proposed operations shall support safe participation, protect City property and public access, and comply with applicable laws, Park rules, and the Contract.
- The City welcomes complementary recreation offerings and community benefits that enhance the Park experience. Proposers shall identify the resources and any City support needed to implement their proposed approach.
- The Services, operating commitments, and use of City property accepted by the City shall be incorporated into the Contract.

3.1 Background and Location: Las Colonias Park is an approximately 130-acre park located along the Colorado River near downtown Grand Junction. The concession premises are located at 1695 Las Colonias Landing, Grand Junction, Colorado 81501, near the boat ramp and river recreation amenities. **Please see Attachment B for the floor plan and electrical layout.**

- The Park supports water-based recreation, trail use, the dog park, the Las Colonias Business Park, festivals, and other public activities. The concession shall complement these uses and operate compatibly with other Park users, events, permitted commercial users, and nearby businesses.
- Water levels, river flows, weather, water quality, and seasonal demand may affect recreational opportunities and operating conditions at the Park. Proposers shall describe how their proposed Services and operating schedule will accommodate these variations while supporting safe participation and a positive visitor experience.

4.2. Current Contract and Incumbent Contractor:

- The City's current outdoor recreation equipment concessionaire at Las Colonias Park is Grand Junction Adventures. The current Contract expires December 31, 2026.
- The incumbent Contractor is eligible to submit a proposal. All proposals shall be evaluated using the same criteria and selection process. Incumbency does not provide a preference or guarantee of award.
- The resulting Contract shall establish the approved Services, use of the premises, and operating requirements. Existing equipment, fixtures, storage arrangements, or other features of the current operation shall not be assumed to be included unless expressly identified in the Solicitation or resulting Contract.
- Information or clarifications that modify the Solicitation requirements shall be provided to all Proposers through written addenda. Requests for City records shall be handled in accordance with the Solicitation's Open Records provisions.

- The City will not provide incumbent financial information as part of this Solicitation, the site visit, or the question-and-answer process. Proposers shall develop their financial proposals independently using their own business assessment and the information provided in the Solicitation. Any formal request for City records shall be handled separately under the Solicitation's Open Records provisions.

4.3. Project Goals and Desired Outcomes:

- Expand convenient access to outdoor recreation equipment for residents and visitors, including people who do not own equipment.
- Provide a welcoming customer experience, clear information, and responsive service for participants with different experience levels and abilities.
- Promote safe and informed participation through suitable equipment, customer education, and effective risk management.
- Encourage participation through affordable options, introductory experiences, and other community benefits proposed by the Contractor and accepted by the City.
- Protect public access, accessible routes, City property, and the natural environment while supporting an active and attractive riverfront.
- Provide dependable operations and financial return to the City with performance that can be measured, evaluated, and improved over the Contract term.
- Support efficient City administration through cooperative conduct, proactive compliance, and timely resolution of operating concerns, minimizing avoidable demands on City personnel and resources.

4.4. Concession Premises and Public Access:

- The concession shall operate from the City-designated space within the shelter near the boat ramp, approximately 27 feet, 4 inches by 27 feet, 4 inches, and the approved outdoor operating area immediately adjacent to the shelter. The premises, outdoor operating area, boundaries, any designated loading area, and available amenities shall be identified in the site exhibit issued with the Solicitation and attached to the Contract.
- The shelter space is heated but is not air-conditioned. The City does not provide internet, telephone, or point-of-sale service. Exterior electrical outlets may be shut off overnight. A hose bib is available for equipment rinsing. Any additional utility, communications, or storage needs shall be identified in the proposal and provided at the Contractor's expense unless the City agrees otherwise in writing.
- Any exclusive occupancy applies only to the designated concession premises. The Contract does not provide exclusive or priority access to the river, River Park features, boat ramp, Butterfly Lake, trails, lawns, picnic shelters, parking areas, or other public Park amenities.
- Use of Park space outside the approved premises for lessons, clinics, classes, guided activities, organized groups, or special events requires applicable City

reservations and permits. Such use shall not displace public access except as expressly authorized by the City.

- Interior modifications, wall- or ceiling-mounted fixtures, and electrical changes require prior written City approval and shall be performed by or through City Facilities staff where the City so directs.
- Proposers shall identify any facility, utility, communications, or storage needs beyond those identified as available in the Solicitation. Additional City facilities, improvements, or financial support shall not be assumed.

4.5. Site Operating Standards: The following standards apply at all times and are material terms of the Contract. They apply to the Contractor, its personnel, subcontractors, and vendors, and to customers participating in Contractor-led activities.

- **Sidewalks and accessible routes:** Grand Junction Municipal Code (GJMC) § 10.08.170 prohibits stopping, standing, or parking a vehicle on a sidewalk, crosswalk, or planting strip. Sidewalks, plazas, trails, and accessible routes shall not be used for parking, staging, loading, or unloading vehicles or trailers, including momentary use, whether or not a designated loading zone is established. Equipment racks, displays, queues, and signs shall remain within the approved outdoor operating area and preserve a continuous, unobstructed pedestrian route that meets applicable accessibility requirements and City-approved site conditions.

- **Loading, unloading, and parking:** Loading and unloading shall occur only in a City-designated loading zone, if one is established, or in approved public parking areas. Use of a designated loading zone is limited to active, attended loading not to exceed posted times per occurrence. Contractor, employee, customer shuttle, and trailer parking shall comply with GJMC § 10.08.170 and posted regulations. Vehicles and trailers shall be parked wholly within designated parking spaces and shall not be stopped or parked on sidewalks, planting strips or landscaped areas, the boat ramp approach, fire lanes, accessible parking spaces, within 15 feet of a fire hydrant, or where official signs prohibit stopping, standing, or parking. Vehicles and trailers shall not be left overnight unless approved in writing.

- **Hoses, cords, and ramp covers:** Hoses or cords may cross a walkway only while in active use and must be protected by a City-approved, high-visibility hose or cable ramp cover. They must not be left unattended, and all hoses, cords, and covers must be removed immediately after use and before the end of each business day.

- **Animals:** Dogs belonging to Contractor personnel or brought to the premises or to Contractor-led activities shall be under leash control at all times, including within the concession premises and outdoor operating area, as required by GJMC § 6.12.040. Dogs shall not be left unattended or out of the custodian's sight, and Contractor personnel are responsible for preventing the conduct prohibited by GJMC § 6.12.050, including biting, injuring, chasing, or threatening people, pets, or wildlife. Off-leash use is permitted only in areas

where the City has authorized it, such as the designated dog park. The Contractor shall communicate leash requirements to customers participating in its activities. Service animals are permitted as required by law.

- **Signs:** Signs, banners, flags, and displays are limited to those approved in writing by the City and permitted under the Las Colonias Park covenants and applicable codes. Sidewalk signs, blade flags, and off-premises or directional signs are not permitted unless approved in writing.
- **Daily closing:** At the close of each business day, the outdoor operating area shall be cleared, and all equipment, racks, displays, and Contractor property shall be secured inside the premises or in other City-approved storage.
- **Hours and conduct:** Operations shall conform to approved operating hours, Park hours, and City noise requirements. Amplified sound requires a City permit.

4.6. Site Visit:

- The City will conduct a site visit to review the concession premises, outdoor operating area, available amenities, loading and parking conditions, access, and operating constraints. The date, time, meeting location, and attendance requirements shall be stated in the Administrative Information section and Solicitation Schedule.
- Proposers should use the site visit to assess how their proposed operation will function within the available space and public setting, including equipment handling, customer service, storage, accessibility, utilities, loading, and compliance with the Site Operating Standards.
- Questions requiring clarification shall be submitted in writing through the Purchasing Representative in accordance with the Solicitation. Oral statements made during the site visit do not modify the Solicitation. Only written addenda issued by the City may modify Solicitation requirements.

4.7. Recreation Equipment and Related Services:

- The Contractor shall provide an appropriate selection of outdoor recreation rental equipment and associated accessories suitable for the approved activities and operating conditions. Proposers may recommend paddleboards, kayaks, inflatable kayaks, tubes, or other compatible equipment; these examples do not establish required brands, quantities, or a fixed inventory. Proposers shall submit a proposed equipment list with quantities, condition, and planned replacement cycle.
- Equipment availability, condition, and sizing shall support the approved service commitments and anticipated demand. Equipment shall be inspected before each rental. Equipment that is unsafe, damaged, or unsuitable for conditions shall be removed from service immediately. The Contractor shall maintain inspection and maintenance records available for City review.

- Proposers may recommend complementary offerings such as introductory instruction, demonstrations, guided experiences, group activities, adaptive recreation, or related retail sales. Identify the benefit, operating requirements, required licenses, and financial implications of each proposed offering. Implementation requires City approval.
- Guided or outfitted river trips shall be offered only if the Contractor holds a current Colorado Parks and Wildlife river outfitter license where required by state law, and only in areas and under conditions approved by the City.
- The Contractor shall furnish the personnel, equipment, supplies, reservation and payment capabilities, communications, and other business resources necessary to deliver its approved Services.

4.8. Operating Reliability and Customer Experience:

- The Contractor shall maintain a City-approved operating season and schedule that provide dependable service during periods of demand. Proposers shall recommend opening and closing dates, days and hours, and their approach to weekends, holidays, peak demand, Park events, and weather- or flow-related interruptions. Clearly distinguish the proposed season for public-facing Services from any proposed off-season use or occupancy of the premises.
- Closures other than those caused by weather, river flows, or City action shall be posted at the premises and online and reported to the City Project Manager on the same day.
- The Contractor shall provide personnel with the experience, training, and supervision needed for the approved Services and customer demand. Identify an on-site manager and a backup, with authority to address service and compliance concerns, who are reachable by the City during all operating hours.
- Customers shall receive clear information about available Services, prices, rental periods, participation requirements, operating conditions, cancellation and refund policies, and how to obtain assistance before completing a transaction.
- The Contractor shall provide an effective process for reservations or walk-up service, equipment checkout and return, customer inquiries, and complaint resolution. Customer complaints shall be acknowledged within two business days and logged with their resolution. Published information shall reflect changes in availability and closures.
- The Contractor shall provide accessible customer service and participation opportunities consistent with applicable accessibility requirements, including the Americans with Disabilities Act. Proposers shall describe how their approach will address barriers to participation and requests for accommodation.

4.9. Participant Safety and Risk Management:

- The Contractor shall maintain a written safety and emergency response plan appropriate to its equipment, Services, participant groups, and the specific hazards of the approved recreation areas. Submit the plan for City review before operations begin each season and update it when conditions or Services change.
- Customers shall receive properly fitted U.S. Coast Guard-approved personal flotation devices and other safety equipment as required by Colorado boating regulations and the Contractor's safety plan, along with information on equipment use, authorized activity areas, site hazards, and how to seek assistance. Participant screening and supervision shall be appropriate to the activity and conditions.
- The Contractor shall establish written criteria, based on publicly available river flow data, weather, water quality, and equipment condition, for modifying, suspending, and resuming its Services. The Contractor shall comply immediately with City closures and restrictions.
- The Contractor shall maintain accountability for rented equipment and participants in Contractor-led activities, including procedures for overdue returns, missing participants, and coordination with emergency responders.
- Personnel shall hold the training and certifications required for their assigned activities. At least one staff member with current first aid and CPR certification shall be on duty during all operating hours. Personnel working with minors shall complete background screening before assignment, and programs serving minors shall include appropriate supervision and safeguards.
- Participant agreements, waivers, and release forms shall be submitted for City review before use and shall include the City as a released and indemnified party to the extent permitted by law.
- The Contractor shall immediately notify emergency responders when needed. The Contractor shall notify the City Project Manager as soon as practicable, and no later than one hour after the emergency is stabilized, of any serious injury, fatality, missing participant, significant property damage, or condition requiring suspension of Services. Written incident documentation shall be provided within one business day.
- The Contractor is responsible for safety within its operations. The Contract does not assign general lifeguard, patrol, or emergency response responsibilities for the entire Park to the Contractor.

4.10. Facility Care and Environmental Stewardship:

- The Contractor shall keep the concession premises and approved outdoor operating area clean, orderly, secure, and suitable for public use. Protect City facilities and report damage or maintenance needs to the City Project Manager within one business day.

- Equipment cleaning, storage, and operations shall protect water quality, shoreline vegetation, wildlife habitat, and public areas. The Contractor shall manage its waste and comply with Colorado Parks and Wildlife aquatic nuisance species requirements, including Clean, Drain, Dry practices for watercraft and equipment.
- Signs, displays, installations, and alterations require prior written City approval and any applicable permits. The Contractor shall provide access for City inspection, maintenance, and emergency needs.
- Proposers shall identify anticipated utility needs and propose how associated costs will be allocated between the City and the Contractor, including during any proposed off-season use. Final utility responsibilities and charges shall be established during Contract negotiations and incorporated into the Contract before execution.
- Proposers shall state whether they intend to use or occupy the concession premises outside their proposed operating season. If off-season use is proposed, identify the anticipated dates, intended activities, space needed, and associated utility and access requirements. Uses may include equipment storage, maintenance, administrative activities, or continued customer Services. Identify whether compensation for off-season use is included in the proposed annual compensation or offered separately, and state any additional amount proposed. All off-season use is subject to City approval and shall be documented in the Contract.

4.11. City Responsibilities: The City will support the Contract by:

- Designating a City Project Manager from the Parks and Recreation Department for coordination and a Contract Administrator from the Purchasing Division for contract matters, compliance notices, and renewals.
- Maintaining public restrooms and restroom supplies, emptying public trash receptacles, and maintaining the building exterior and public Park areas. The Contractor remains responsible for its equipment, business waste, housekeeping, and damage caused by its operations.
- Providing the site exhibit identifying the premises, outdoor operating area, and any designated loading area, and providing keys or access devices for the premises.
- Providing reasonable advance notice of known Park events, maintenance, and closures that may affect operations.
- Responding to complete written requests for approval within a reasonable time. A request is not approved until the City confirms approval in writing.
- Conducting preseason and end-of-season reviews with the Contractor.

4.12. City Coordination, Compliance, and Community Benefit:

- The Contractor shall conduct its operations in compliance with applicable City ordinances, Park rules, permit conditions, approved use boundaries, the Site

Operating Standards, and the Contract. The Contractor is responsible for training its personnel on these requirements and ensuring compliance without repeated City reminders or enforcement. Code violations may be enforced by the City under the GJMC, independently of and in addition to the remedies available under the Contract.

- The Contractor shall obtain required written approvals before expanding activities, occupying additional space, installing signs or equipment, changing approved uses, or undertaking other actions requiring City authorization. Pending requests, prior informal discussions, past practice, or the absence of an immediate City objection do not constitute approval.
- The Contractor shall cooperate with City personnel, promptly follow authorized City direction, and resolve operational concerns within established timeframes. If a requirement is unclear, the Contractor shall obtain clarification from the designated City contact before proceeding. Disputes shall be resolved in accordance with the procedures established in the Contract.
- **Compliance process:** The City will document compliance concerns as follows:
    - The City Project Manager or Contract Administrator may issue a written Notice of Noncompliance, which may be delivered by email to the Contractor's designated contact.
    - Conditions affecting public safety, accessibility, or emergency access, including vehicles on sidewalks, obstructed routes, or unattended hoses and ramp covers, shall be corrected immediately upon notice. Other conditions shall be corrected within five business days or the time stated in the notice.
    - The Contractor shall confirm each correction in writing and describe the steps taken to prevent recurrence. The City may require a written corrective action plan.
    - A recurrence of the same or a similar condition after notice, or three or more Notices of Noncompliance within a single operating season, constitutes unsatisfactory performance, even if each condition is later corrected. The City may then exercise remedies provided in the Contract, including suspension of outdoor area use, non-renewal, or termination.
- The Contractor shall manage routine business operations, customer matters, personnel, equipment, and compliance using its own resources, minimizing avoidable City staff intervention and disruptions to Park operations while promptly reporting safety issues and matters requiring City action.
- The Contractor shall market its approved Services using accurate information consistent with City signage and branding requirements. City names and logos require prior written approval.
- Proposers shall describe achievable community benefits, such as introductory experiences, reduced-cost opportunities, outreach, or coordination with City

recreation programs and local nonprofit partners. Accepted commitments shall identify the intended participants, availability, and method for demonstrating delivery.

- City-sponsored activities, discounts, or additional Services requiring City payment shall be separately authorized in writing. No minimum City purchase or participation is guaranteed.

4.13. Financial Sustainability and Accountability:

- **Proposed compensation:** The Contractor shall operate at its own business risk and pay the City compensation for use of the concession premises. Proposers shall propose the compensation structure and amount they consider appropriate, such as monthly rent, a commission, a minimum guarantee, or a combination. The proposal shall clearly state the amount or rate, how it is calculated, the payment schedule, and any proposed adjustment for renewal periods. The compensation accepted by the City will be incorporated into the Contract.
- **Compensation options:** For purposes of the reporting and payment schedules in this Section, **Option A** means fixed rent payable monthly, and **Option B** means a commission or revenue share calculated as a percentage of Gross Receipts. Gross Receipts means the revenue included in the compensation calculation, subject to the revenue sources and permitted exclusions expressly established in the Contract. Proposers may offer any of the following: a minimum guarantee, a combination, or another compensation structure. The accepted structure, calculation method, and treatment of any minimum guarantee or combined payments shall be documented in the Contract.
- Proposed compensation shall be submitted only on the Solicitation Response Form and in the designated Financial Proposal section. Any other proposed financial benefit to the City shall be identified separately.
- If compensation is based in whole or in part on sales or revenue, the proposal shall define the included revenue and any exclusions. The Contractor shall submit a revenue report with each payment and make supporting records available for City verification throughout the Contract term and for three years thereafter.
- Proposed rent, commission, or revenue share shall reflect the Proposer's independent business judgment. The City will not disclose current or historical concession financial terms or revenue for comparison, and no Proposer shall rely on any such information obtained outside the process established in this Solicitation.
- The City does not guarantee customer volume, sales, revenue, or profitability. Rent, commission, or minimum guarantee reductions based on unmet attendance or sales projections will not be accepted.

- The Contractor shall be responsible for its operating expenses except those expressly assigned to the City. Obtain and maintain required business authorizations, permits, and a City of Grand Junction sales tax license, and collect and remit applicable sales and use taxes.
- The Contractor shall maintain complete records supporting amounts payable to the City and make supporting records available for City verification under the Contract. Any accepted commission or revenue share is subject to the Gross Receipts, reporting, and verification requirements of this Section.
- Customer prices and subsequent changes require City approval before implementation and shall be clearly disclosed to customers.

4.14. Performance Standards: The following minimum standards apply. Proposers may propose higher standards, which, if accepted, become Contract requirements.

Measure	Minimum Standard
Service availability	Open at least 95% of approved scheduled hours, excluding closures for weather, river flows, water quality, or City action
Site Operating Standards	No vehicles on sidewalks or accessible routes; hoses, cords, and ramp covers removed after each use; outdoor area cleared daily
Safety-related correction	Immediately upon notice
Other noncompliance correction	Within five business days or as stated in the notice
Serious incident notice	Verbal notice within one hour; written report within one business day
Customer complaints	Acknowledged within two business days and logged with resolution
Reports and payments	Submitted complete and on time as required by the Contract, including supporting revenue reports and reconciliations when compensation is revenue-based.
Community benefits	Delivered as accepted in the approved Operating Plan

- Address performance deficiencies through corrective actions and completion dates accepted by the City. City review does not relieve the Contractor of its obligations under the Contract.
- The City will evaluate compliance, responsiveness to City direction, cooperation, and avoidable demands on City resources as part of Contractor performance. The City may consider the cumulative performance record, including Notices of Noncompliance, in renewal decisions.

4.15. Deliverables and Schedule:

Deliverable	Due
Certificates of insurance, business licenses, sales tax license, and applicable permits	Before Contract execution and before occupying the premises
Operating Plan: season, days and hours, equipment list, staffing, pricing, community benefits, and performance targets	By March 1 each year, and at least 30 days before opening
Safety and Emergency Response Plan, including flow, weather, and water quality criteria	With the Operating Plan; updated within five business days of any change
Monthly Operating Summary: scheduled vs. actual hours, rentals and participation, interruptions, complaints, incidents, compliance actions, community benefits, Gross Receipts (Option B), and payments due	By the 15th day of the following month during the operating season. First month's payment is due by February 15, 2027. Subsequent payments are as described below.
Rent or commission payment	Option A: monthly, as stated in the Contract. Option B: quarterly report and payment within 15 days after each quarter; annual reconciliation within 30 days after each Contract year
Unplanned closure notice	Same day
End-of-Season Report: results against commitments, variances, lessons learned, and recommended improvements	Within 30 days after the season closes
Annual performance and renewal review	Approximately 90 days before the end of each Contract year

4.16. Startup and Transition:

- Coordinate a startup schedule with the City that supports readiness by the Contract commencement date, including access, permits, insurance, equipment, personnel, customer information, and required operating plans.
- If the selected Contractor is not the incumbent, the City will coordinate access to the premises after the incumbent vacates under the terms of the current Contract. The selected Contractor shall not assume that any incumbent equipment, fixtures, reservations, or customer data will be transferred.
- At expiration or termination, coordinate an orderly closeout, resolve outstanding customer reservations and refunds, submit final reports and

amounts due, return City access devices, remove Contractor property, and restore the premises as required by the Contract.

4.17. Special Conditions/Provisions:

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

All questions related to this solicitation, including the procurement process, scope of Services, or Contract terms, shall be directed in writing to:

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

No communication is to be directed to any other City personnel. Unauthorized contact may result in the disqualification of the Proposer.

4.17.2. Financial Structure: The City is soliciting proposals for a revenue-generating concession. The Contractor shall be responsible for the costs of establishing, operating, and maintaining its business and performing the Services, except as expressly provided in the Contract Documents.

Proposers shall identify the compensation offered to the City and clearly state the financial assumptions underlying their proposals, including proposed arrangements for utilities and any requested off-season use or storage.

The City does not guarantee customer demand, sales volume, or Contractor revenue. Proposers shall independently evaluate the business opportunity and financial feasibility of their proposed operations. The City will not provide the incumbent Contractor's financial information as part of this Solicitation.

4.17.3. Compensation Proposal Requirements: Each Proposer shall submit a financial proposal identifying the compensation offered to the City for the concession opportunity. The proposal shall include:

- **Compensation to the City:** Identify any proposed fixed payment, percentage of gross revenue, minimum annual guarantee, or combination thereof. Clearly explain the calculation method, payment frequency, and any proposed changes during the initial Contract term or renewal terms.
- **Revenue-based compensation:** If proposing a percentage of revenue, identify the revenue sources included in the calculation and any proposed exclusions or deductions.
- **Utilities and associated charges:** Identify the proposed allocation of utility costs and any assumptions affecting the compensation offered to the City.
- **Off-season use or storage:** If requested, identify whether compensation for this use is included in the base offer or proposed separately, and state the applicable amount and calculation method.
- **Customer rates:** Provide the proposed rental and service rates, including applicable customer fees, separately from compensation payable to the City.
- **Financial assumptions:** Clearly identify assumptions, conditions, or requested City contributions affecting the proposal.

The Contractor shall be responsible for all costs necessary to establish and operate the concession and perform the Services, except as expressly provided in the Contract Documents. Any requested City financial or operational support shall be clearly identified in the Proposal.

Each Proposer shall submit its compensation proposal using **Section 7.0 – Solicitation Response Form**, with supporting schedules as needed.

The City may negotiate proposed financial terms with the apparent successful Proposer. All agreed compensation, utility allocations, and charges for approved off-season use or storage shall be established in the Contract before execution

4.17.4. Contract: The Contract shall become binding upon execution by duly authorized representatives of both Parties. The Contract Documents shall include the executed agreement and the documents expressly incorporated therein. Conflicts shall be resolved under the Order of Precedence established in Section 2.28.

A Notice of Intent to Award or Notice of Award does not independently authorize occupancy of the premises or commencement of Services. Any amendment shall be in writing and executed by duly authorized representatives of both Parties.

4.17.4.1. The Contract represents the entire agreement between the parties. Performance shall be governed exclusively by the terms, specifications, and requirements set forth 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.

4.17.4.2. Any amendment to the Contract shall be in writing and executed by duly authorized representatives of both Parties before implementation. Oral statements and informal communications shall not modify the Contract.

4.18. Contract Administrator: The Contract Administrator shall serve as the City's primary point of contact for administration of the Contract, including amendments, modifications, and formal interpretation of contractual requirements. Following Contract execution, contractual inquiries shall be directed to:

Duane Hoff, Jr., CPPB
Contract Administrator
Email: duaneh@gjcity.org
Phone: (970) 244-1545

The City's designated Project Manager shall be responsible for day-to-day coordination, operational oversight, monitoring Contractor performance, and approvals expressly assigned to the Project Manager under the Contract. Operational direction or approval shall not modify the Contract or authorize activities beyond its scope. Changes to contractual requirements shall be coordinated through the Contract Administrator and documented in an authorized written amendment.

During the Solicitation process, all inquiries shall be directed to the Purchasing Agent identified in the Solicitation.

4.19. Contract Term and Renewal: The initial Contract term shall begin upon full execution by both Parties and continue through **December 31, 2027**, unless earlier terminated in accordance with the Contract Documents.

The date on which the Contractor may access and occupy the facility, any authorized startup or transition activities, and the commencement date for public-facing Services shall be negotiated with the City and documented in the Contract prior to execution. Execution of the Contract does not independently authorize access to or occupancy of the facility.

The Contract may be renewed for up to **four (4) additional one-year terms**, subject to:

- Mutual written agreement between the City and the Contractor.
- Satisfactory performance as determined by the City, including compliance with the Contract and applicable laws and ordinances.
- Continued value to the City.
- Appropriation and availability of funds necessary to support any City obligations and continued facility operations, where applicable.

Renewal is not automatic. Each renewal shall be governed by the terms, conditions, specifications, and requirements of the Contract, unless modified by a written amendment executed by both Parties.

Compensation payable to the City, including any scheduled adjustments, shall be established in the Contract. Changes to the agreed compensation or other financial terms shall require a written amendment executed by both Parties.

The City may assign a new contract number for each renewal term to satisfy administrative requirements. Administrative renumbering does not modify the Contract or alter either Party's obligations. Each renewal shall be executed by authorized representatives of both Parties through DocuSign or another City-approved method before the renewal term begins.

4.20. Attachments

The following attachments are incorporated into this Solicitation and provided to assist Proposers in understanding the concession premises and surrounding park facilities.

- **Attachment A – Maps of the Park and Surrounding Areas**
- **Attachment B – Floor Plan and Electrical Layout**

Proposers shall review the attachments when developing their proposed operations, space requirements, and compensation offered to the City.

The attachments depict site and facility information for reference. Areas shown outside the concession premises are not authorized for exclusive use, storage,

displays, or other concession activities unless expressly approved by the City and documented in the Contract.

Questions regarding the attachments or existing site conditions shall be submitted through the inquiry process established in this Solicitation.

4.21. Tentative Calendar of Events:

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – Rocky Mountain E-Purchasing System (RMEPS)	November 5, 2026
Non-Mandatory Site Visit Please refer to Section 1.5.	November 16, 2026
Inquiry Deadline All questions regarding this Solicitation must be submitted no later than 5:00 p.m. MST.	November 20, 2026
Final Addendum Issued (if applicable)	November 23, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only, prior to 1:00 p.m. MST.	December 3, 2026
Independent Evaluation of Proposals Internal review by City-appointed Evaluation Committee	December 3-10, 2026
Interviews (if required) By invitation only; may be conducted virtually or in person. Tentative interview schedule and time blocks: • December 17, 2026 (10:00 a.m. – 2:00 p.m. MST)	December 17, 2026
Notice of Intent to Award (Tentative) Subject to completion of evaluation, interviews, and any required negotiations.	January 6, 2027
Contract Execution Contingent upon all required City approvals.	January 8, 2027

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.*

Section 5.0: Preparation and Submittal of Proposals

5.1. Submission Requirements

Proposals shall be submitted electronically via BidNet® Direct Rocky Mountain E-Purchasing System:

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

- Free basic registration and paid subscription options are available. Proposers shall allow sufficient time for registration, account activation, document uploads, and completion of the submission process.
- Registration and electronic submission instructions are available on the BidNet® Direct website.
- The City does not control or administer vendor access to BidNet®. Each Proposer is responsible for successfully completing its submission before the deadline and verifying the system's submission confirmation.
- Technical assistance shall be obtained directly from BidNet® at **(800) 835-4603, Vendor Support Option 2**, before the submission deadline.
- Late proposals will not be accepted.
- Proposals submitted by email, mail, facsimile, or any means other than BidNet® will not be considered.

5.2. Proposal Format and Page Limit

Proposals shall be submitted as **one (1) complete, fully searchable PDF**, except for confidential material submitted separately in accordance with Section 1.24. Proposals should follow the order of the requirements in this Section.

The Proposal shall not exceed **thirty (30) pages**, subject to the following:

- Each PDF page counts as one page and shall be no larger than 8.5 inches by 11 inches.
- The page limit includes the cover letter, executive summary, narrative, graphics, charts, tables, resumes, supporting schedules, and appendices, unless expressly excluded below.
- The Table of Contents, section dividers containing no substantive proposal content, and completed Section 7.0 forms are excluded from the page limit.
- Confidential material counts toward the page limit unless it qualifies for an exclusion stated above.

Pages exceeding the limit may not be reviewed or considered.

5.3. Cover Letter

The Proposer shall provide a signed cover letter summarizing its interest in operating the concession, relevant qualifications, and understanding of the City's objectives.

The cover letter shall include:

- The Proposer's legal business name.
- A summary of its experience and capacity to perform the Services.
- The name, title, telephone number, and email address of its primary contact.
- Identification of the individual authorized to bind the Proposer.
- The signature, printed name, and title of an authorized representative.

Submission constitutes acknowledgment of the Solicitation requirements, subject to exceptions expressly identified under Section 5.5. No exception is approved unless expressly incorporated into the executed Contract.

5.4. Solicitation Response Form

The Proposer shall complete, date, sign, and submit the Solicitation Response Form in **Section 7.0**, including the Subcontractor Disclosure.

Submit the completed forms with the Proposal; do not resubmit the entire Solicitation. Supporting information may be attached as needed and is subject to the page-limit requirements in Section 5.2.

5.5. Exceptions to Terms and Conditions

The Proposer shall identify all requested exceptions in a single section titled **"Exceptions."** Each exception shall reference the applicable Solicitation section, explain the requested change, and provide proposed alternative language where applicable.

Do not submit a redlined version of the complete Solicitation. If no exceptions are requested, state **"None."**

Requirements for which no exception is identified shall be considered accepted. The City may accept or reject an exception or require its withdrawal as a condition of award.

5.6. Compensation Proposal Submittal Requirements

The Proposer shall submit its proposed compensation payable to the City using **Section 7.0 – Solicitation Response Form**. Any supporting explanation shall be included in a section titled **"Financial Proposal."**

Consistent with Section 4.0, identify:

- Proposed monthly and annual payments, the number of months payable, and any alternative or additional compensation.
- For revenue-based compensation, the proposed percentage, included revenue sources, and exclusions or deductions.
- Proposed utility arrangements and associated charges.
- Compensation for requested off-season use or storage, stating whether it is included in or additional to the base offer.
- Proposed changes in compensation during renewal terms.
- Financial assumptions, proposed payment commencement, and any requested City support.

Provide proposed customer rental and service rates separately from compensation offered to the City. Identify applicable customer fees and proposed cancellation and refund policies.

Compensation offered to the City shall appear only in Section 7.0 and the designated Financial Proposal section.

5.7. Capacity, Credentials, Experience, and References

The Proposer shall demonstrate its ability to establish and sustain the proposed concession operation. Address the following:

- **Relevant Experience:** Describe experience operating outdoor recreation rentals, concessions, guided or instructional activities, or comparable customer-facing businesses. Explain how that experience applies to the proposed Services.
- **Key Personnel and Staffing:** Identify the proposed operating manager, backup contact, and other key personnel. Describe their responsibilities, qualifications, relevant training, and availability.
- **Resources and Capacity:** Describe access to the personnel, equipment, business systems, and financial resources needed for startup, seasonal operations, and fulfillment of Contract obligations.
- **Credentials:** Identify required licenses, permits, certifications, and other authorizations currently held or to be obtained before the applicable activities begin.
- **Subcontractors:** Identify proposed subcontractors and their roles using the Subcontractor Disclosure in Section 7.0.
- **Past Performance and Cooperation:** Provide examples demonstrating dependable operations, customer service, safety practices, compliance with operating requirements, and effective coordination with property owners or public agencies.

Provide **three (3) references** familiar with comparable operations or Services performed within the past five (5) years. References may relate to ongoing or completed operations.

For each reference, provide:

- Organization and contact name, title, telephone number, and email address.
- Description of the operation or Services provided.
- Dates of performance.
- The Proposer's role and key personnel involved.
- Any significant operating challenges and how they were resolved.

5.8. Operating Strategy and Implementation Plan

The Proposer shall describe how its proposed operation will achieve the outcomes and meet the requirements in Section 4.0. The plan shall address:

- **Services and Equipment:** Proposed rental equipment, quantities, condition, replacement approach, and any complementary Services.
- **Operating Schedule:** Proposed public-facing season, days and hours, staffing coverage, and approach to peak demand, holidays, and Park events.
- **Off-Season Use:** Whether the Proposer requests off-season use or storage. If requested, identify the activities, dates, space, access, and utility needs.
- **Customer Experience:** Reservations or walk-up service, equipment checkout and return, customer information, accessibility, and complaint resolution.
- **Safety and Changing Conditions:** Equipment inspection and maintenance, customer orientation, emergency response, and decisions concerning weather, river flows, water quality, or other conditions affecting operations.
- **Use of the Premises:** Equipment storage, displays, loading, parking, and customer circulation within the approved areas while protecting public access.
- **City Coordination and Compliance:** Management contacts, communication practices, staff training, and methods for preventing and promptly resolving operating or compliance concerns.
- **Startup and Transition:** Proposed milestones for facility access, equipment readiness, staffing, required approvals, and commencement of public-facing Services. Identify lead times and dependencies; facility access will be negotiated with the City.
- **Community Benefits and Performance:** Proposed outreach, introductory or affordable recreation opportunities, other community benefits, and measures for evaluating results.

The Proposal shall explain the Proposer's approach without merely restating Section 4.0. Identify any City approvals or support needed to implement the plan.

5.9. Legal Proceedings and Litigation

The Proposer shall disclose pending litigation, regulatory actions, or administrative proceedings, and matters concluded within the past five (5) years, that materially relate to the proposed Services or could materially affect its ability to perform the Contract.

For each matter, briefly describe the issue and its current status or outcome. If none, state **"None."**

Failure to disclose a relevant matter may affect the City's evaluation of the Proposal.

5.10. Additional Data

The Proposer may include additional information demonstrating its ability to achieve the City's objectives, such as complementary recreation offerings, sustainable operating practices, or customer engagement strategies.

This section is optional. Additional information remains subject to the page limit and should not duplicate information provided elsewhere in the Proposal.

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Section 6.0. Evaluation Criteria and Factors

6.1. Overview

The City intends to award **one (1) Contract** for Outdoor Recreation Equipment Rental and Concession Services at Las Colonias Park.

A City-appointed Evaluation Committee will evaluate proposals according to the criteria and weights set forth in this Section. The evaluation will identify the Proposal offering the best overall value through dependable operations, safe and welcoming customer experiences, qualified personnel, financial sustainability, and compensation to the City.

6.2. Evaluation Summary

Proposals will be reviewed for compliance with mandatory requirements before scoring. The City may:

- Reject any or all proposals.
- Waive minor informalities or irregularities that do not materially affect the Proposal or competitive process.
- Request written clarification or supporting information.
- Verify qualifications, resources, references, and past performance.
- Invite short-listed Proposers to interviews or presentations.
- Negotiate with the highest-ranked Proposer.
- Decline to award a Contract if no Proposal meets the City's needs.

Evaluation and selection shall follow the criteria, weights, and procedures stated in this Solicitation. The highest compensation offer does not, by itself, guarantee award.

6.3. Scoring Criteria

Each Evaluation Committee member will independently score the criteria using a scale of **one (1) to ten (10)**, where

- **1** represents an unsatisfactory response that fails to demonstrate the ability to meet the requirements.
- **10** represents an exceptional response that demonstrates a thorough, feasible approach to meeting or exceeding the City's objectives.

Scores shall be supported by comments that identify relevant strengths, concerns, or deficiencies.

6.3.1. Evaluation Criteria and Weighted Values

Evaluation Category	Weight	Description
Responsiveness to RFP Requirements	5%	Completeness, clarity, organization, and compliance with submission instructions and required format.
Understanding of the Concession and City Objectives	25%	Understanding of the site, public setting, seasonal conditions, operating constraints, customer needs, and desired outcomes. Includes compatibility with other Park uses, protection of public access, and proposed community benefits.
Qualifications, Experience, References, and Capacity	30%	Relevant operating experience, qualifications and availability of key personnel, staffing and equipment resources, financial capacity, references, and demonstrated performance. Includes reliability, safety, regulatory compliance, and effective cooperation with property owners or public agencies.
Operating Strategy and Implementation	30%	Feasibility, clarity, and effectiveness of the proposed approach for delivering the services. Includes proposed methodology, work plan, schedule, coordination, quality control, and risk management strategies.
Compensation and Financial Proposal	10%	Value, clarity, and feasibility of compensation offered to the City, considering guaranteed payments, revenue sharing, payment schedules, utility arrangements, off-season compensation, requested City support, and financial assumptions.
T**otal**	**100%**	

Optional or value-added offerings may be considered within the applicable criteria. Their inclusion or omission shall not, by itself, make a Proposal non-responsive unless expressly required by this Solicitation.

6.3.2. Score Calculation and Normalization

The first four evaluation criteria constitute the **90-point operational and qualifications component**.

For each criterion, the evaluator's rating shall be divided by ten (10) and multiplied by the available points. The City will aggregate these weighted scores across all evaluators.

The highest aggregate operational and qualifications score will establish the benchmark and receive ninety (90) points. Other Proposers' scores will be normalized as follows:

(Proposer's Aggregate Score ÷ Highest Aggregate Score) × 90 = Normalized Operational and Qualifications Score

Compensation and Financial Proposal scores shall be calculated separately, as set out in Section 6.3.3.

The final composite score shall equal:

Normalized Operational and Qualifications Score + Compensation and Financial Proposal Score = Final Composite Score.

6.3.3. Compensation and Financial Proposal — 10 Points

Each evaluator shall score this criterion on a scale of one (1) to ten (10). The average evaluator rating shall be the Proposer's score for this criterion, up to ten (10) points.

The Committee will evaluate:

- **Compensation:** Amount, payment schedule, and certainty of payments offered to the City.
- **Additional financial benefits:** Proposed revenue sharing and compensation for off-season use or storage.
- **City obligations:** Utility costs and any requested City funding, facilities, or staff support.
- **Feasibility:** Financial assumptions, proposed adjustments, and conditions affecting the value and sustainability of the offer.

Projected revenue and contingent payments will be evaluated separately from guaranteed payments. The highest payment offer does not automatically receive the highest score.

Compensation shall be submitted in accordance with Sections 5.6 and 7.0. Customer rental and service rates shall be identified separately from compensation payable to the City.

6.4. Compliance Review and Shortlisting

The Purchasing Division will review proposals for compliance with mandatory submission requirements. Written clarification may be requested to resolve minor ambiguities or verify submitted information.

The Evaluation Committee will score proposals under Section 6.3. Individual scores and comments will be compiled into an evaluation matrix to support discussion, rankings, and any shortlisting recommendation.

The City may invite one or more of the highest-ranked Proposers to further evaluation or proceed directly to negotiations without interviews or presentations.

6.5. Experience and Reference Checks

The City may conduct reference checks and verify information for one or more Proposers. Reference checks may address:

- Performance of comparable operations or Services.
- Reliability, staffing, equipment, and customer service.
- Safety practices and compliance with laws, operating restrictions, and contractual requirements.
- Communication, cooperation, and resolution of concerns.
- Timeliness and accuracy of required reports and payments.

The City may contact references supplied by the Proposer and other sources familiar with its performance. The City may request supporting information or visit comparable operations to verify Proposal representations.

Verified information may be considered within the applicable evaluation criteria and in determining the Proposer's responsibility. Reference checks shall not receive a separate numerical score.

6.6. Interviews or Presentations, if requested

The City may invite shortlisted Proposers to interviews or presentations conducted in person or virtually. Invitations will identify the format, required participants, topics, and schedule.

Interviews or presentations may further assess or clarify:

- Understanding of the concession opportunity and City objectives.
- Proposed operations, safety practices, and customer experience.
- Key personnel, resources, and startup readiness.
- City coordination and compliance practices.
- Financial assumptions and compensation offered to the City.

Interviews or presentations shall not receive a separate numerical score. Evaluators may revise their scores within the established criteria based on information clarified or verified during this process. Score revisions shall be supported by written comments.

Participation does not guarantee selection or award.

6.7. Negotiations

Following completion of the evaluation, the City may negotiate with the highest-ranked Proposer. Negotiations may address:

- Approved Services and operating commitments.
- Use of the premises, facility access, startup activities, and commencement of public-facing Services.
- Compensation payable to the City, utility allocations, and off-season use or storage.
- Reporting, performance expectations, and other Contract terms.
- Written revisions or a Best and Final Offer, if requested by the City.

If an acceptable agreement cannot be reached, the City may formally conclude negotiations and proceed to the next-highest-ranked Proposer or cancel the Solicitation.

All accepted negotiated terms shall be documented in the Contract before execution.

6.8. Award

The City intends to award **one (1) Contract** to the responsible Proposer whose Proposal best meets the City's needs under the evaluation process described in this Section.

The City may reject any or all proposals or decline to make an award. Any award recommendation is subject to the required City approvals and to the successful negotiation of final Contract terms.

Selection or notice of award does not authorize the Contractor to occupy the premises or begin Services.

6.9. Contract Execution

The selected Proposer shall execute the Contract and provide required documentation within the timeframe established by the City. Failure to satisfy these requirements may result in withdrawal of the selection, consideration of the next-highest-ranked Proposer, or cancellation of the Solicitation.

The Contract shall be executed by authorized representatives of both Parties. Facility access, authorized startup activities, and commencement of Services shall occur only as established in the Contract.

Any resulting Contract remains subject to the appropriation and availability provisions governing City obligations and the continued operation of the facility.

6.10. Notice of Intent to Award & Protest Procedures

The City may issue a Notice of Intent to Award prior to final contract execution.

Any formal protest shall be submitted in writing in accordance with the deadlines, procedures, and requirements of Chapter 13 of the City's Procurement Policy.

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Section 7.0. Solicitation Response Form

RFP-6008-26-KF “Outdoor Recreation Equipment Rental and Concession Services at Las Colonias Park”

The Proposer shall complete, date, sign, and submit this form with its Proposal. Attach supporting schedules as needed. Enter “N/A” for items that do not apply.

1) **Compensation Offered to the City**

Proposed monthly payment to the City: $_____

Proposed monthly payment written:

_____ **dollars**

Number of months payable each year: _____

Total annual payment to the City: $_____

Other proposed compensation, if any: Identify any revenue-sharing percentage, additional payment for off-season use or storage, or alternative compensation arrangement. Explain whether these amounts are included in or additional to the payments above.

_____

_____

Financial assumptions: Identify proposed utility arrangements, requested City support, or other conditions affecting the compensation offered.

_____

_____

Attach supporting information as needed. Final compensation terms and the payment commencement date shall be set forth in the Contract prior to execution.

The Contractor shall be responsible for the costs of establishing and operating the concession and performing the Services, except as expressly provided in the Contract Documents.

The City does not guarantee customer demand, sales volume, or Contractor revenue. All agreed-upon compensation, utility allocations, and arrangements for approved off-season use or storage shall be documented in the Contract prior to execution.

Proposal Acknowledgment and Certification

The undersigned acknowledges that it has reviewed the Solicitation, including all issued Addenda, and submits this Proposal and its supporting documentation for the City's consideration.

This Proposal shall remain firm and irrevocable for ninety (90) days after the deadline for receipt of Proposals.

By signing this form, the Proposer certifies that:

- It is prepared, willing, and able to perform the Services in accordance with the Solicitation and any resulting Contract.
- Any requested exceptions or deviations are expressly identified in the Proposal.
- The Proposal was independently developed and submitted without collusion or an agreement with another Proposer or competitor to restrict competition.
- No attempt has been made to induce another person or entity to submit or refrain from submitting a Proposal in a manner that restricts competition.
- The individual signing this form has authority to bind the Proposer to the representations, commitments, and financial terms submitted.

The Proposer acknowledges the City's right to reject any or all Proposals, waive minor informalities as permitted by the Solicitation, and negotiate with the apparent successful Proposer. Any award is subject to execution of the Contract by authorized representatives of both Parties.

Receipt of Addenda

The Proposer acknowledges receipt and review of the following Addenda:

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

Enter "None" if no Addenda were issued.

The Proposer is responsible for reviewing and acknowledging all Addenda issued for this Solicitation.

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 apparent successful Proposer shall provide documentation of signing authority and a completed, current IRS Form W-9 before execution of the Contract.

The remainder of this page has been intentionally left blank.

Subcontractor Disclosure

The Proposer shall identify each subcontractor proposed to perform Services under the Contract. Provide the subcontractor's name, address, assigned Services, relevant qualifications, and estimated percentage of the Services to be performed. Attach additional information as needed.

If no subcontractors are proposed, indicate **"None."**

Subcontractor Name and Address	Service(s) to be Performed	Relevant Qualifications	Estimated Percentage of Services

The City may evaluate each proposed subcontractor's qualifications, required credentials, experience, capacity, and past performance and may reject a proposed subcontractor that does not meet the requirements for its assigned Services.

Following award, the Contractor shall obtain the City's prior written approval before adding or substituting a subcontractor. Approval of a subcontractor does not authorize a sublease, assignment of the Contract, or independent operation of a business from the concession premises.

The Contractor shall remain fully responsible for the acts, omissions, and performance of its subcontractors and their personnel. City approval shall not relieve the Contractor of any obligation or liability under the Contract.

Certifications

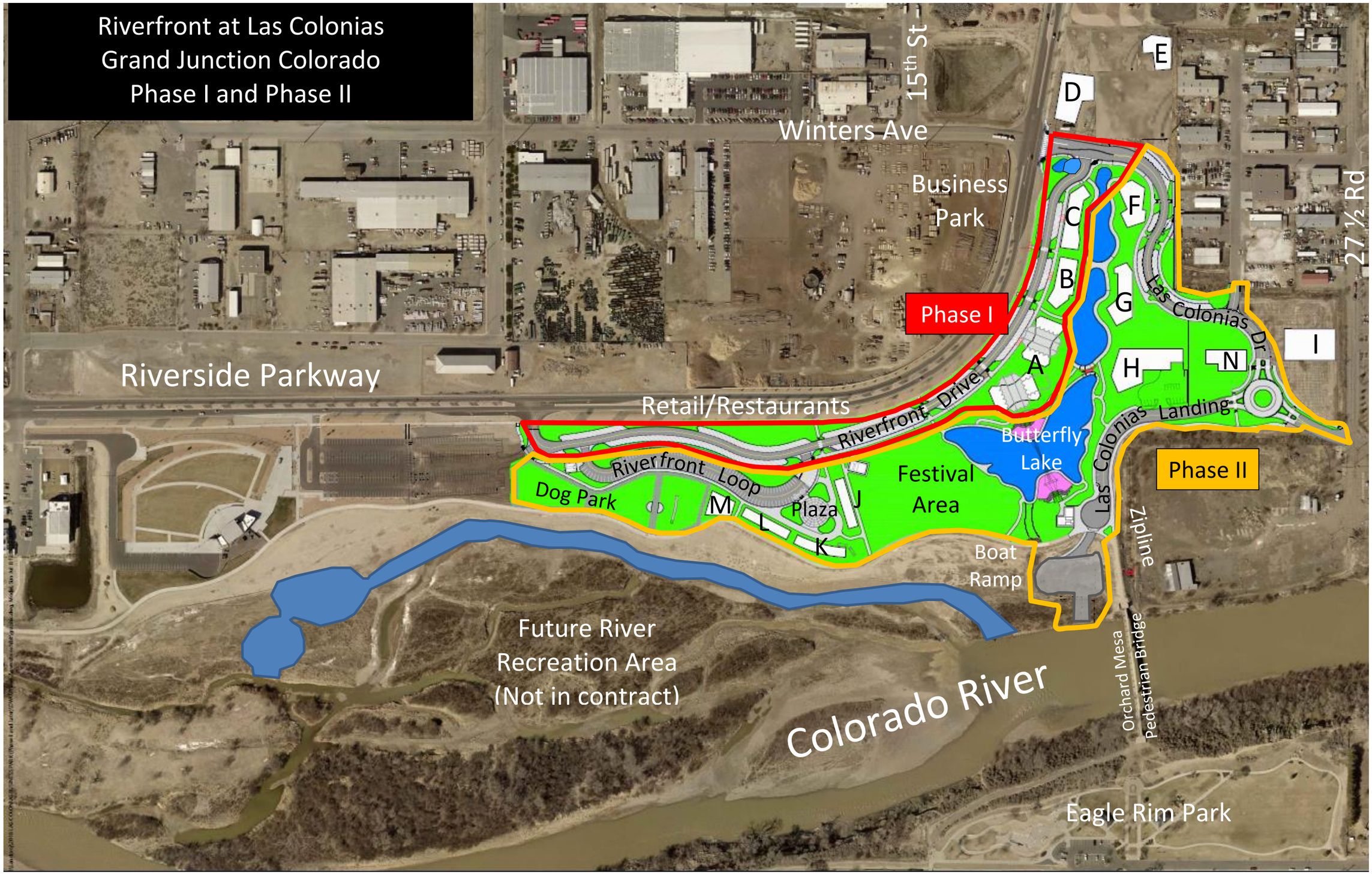
By signing the Solicitation Response Form, the Proposer certifies that the identified subcontractors are qualified to perform their assigned Services. If awarded the Contract, the Contractor shall ensure that each subcontractor maintains the required licenses, permits, certifications, and insurance and complies with all applicable Contract requirements, including safety requirements and applicable laws and ordinances.

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ATTACMENT A (1)



ATTACMENT A (2)



LAS COLONIAS PARK
SURROUNDING AREA
ATTACMENT A (3)

- Las Colonias Proposed Park Area
- Developed Parks
- Watson Island Disc Golf Area
- Future Commercial Development
- City Limits
- Riverfront Trail
- Riverfront Trail Proposed
- Schools
- Fire Station
- Transportation Center
- Educational/Recreational Facility
- Future Educational/Recreational Facility
- Places of Interest
- Restroom

0 500 1,000 2,000 Feet

N W E S

BROADWAY
GRAND AVE
MAIN ST
UTE AVE
PITKIN AVE
D RD
RIVERSIDE PKWY
C 1/2 RD
C RD
UNAWEEP AVE
B 1/2 RD
HWY 50
N 1ST ST
N 5TH ST
N 7TH ST
N 12TH ST
25 1/2 RD
27 RD
27 1/2 RD
Colorado River
Gunnison River
R-5 School
Dual Immersion Academy
Avalon Theatre
Museum of the West
Fire Station
Amtrak Station
GVT Transfer Station
RIVERSIDE PARK
WHITMAN PARK
EMERSON PARK
Jarvis Property/ Future Commercial Development
Botanical Gardens
Edgewater Brewery
LAS COLONIAS PARK
Watson Island/Disc Golf
EAGLE RIM PARK
Orchard Mesa Middle School
DUCK POND PARK
New Emerson Elementary School
Math & Science Center
DIXSON PARK
Dos Rios Elementary School
Fire Station

ATTACHMENT B

FINISH SCHEDULE

ROOMS		FLOORS					
Number	Name	Floor Finish	Wall Material	Wall Finish	Ceiling Material	Ceiling Finish	Comments
100	ENTRY	CONCRETE SEALER	CMU	GRAFFITI GUARD	T & G CEDAR	STAIN	
101	WOMEN	CONCRETE SEALER	CMU	PAINT	GROOVED PLYWOOD	STAIN	
102	MEN	CONCRETE SEALER	CMU	PAINT	GROOVED PLYWOOD	STAIN	
103	CHASE	CONCRETE SEALER	CMU	PAINT	GROOVED PLYWOOD	STAIN	
104	SHELTER	CONCRETE SEALER	CMU	GRAFFITI GUARD	T & G CEDAR	STAIN	
105	GARAGE	CONCRETE SEALER	CMU	PAINT	GROOVED PLYWOOD	STAIN	

EXTERIOR FINISHES

COLORED CMU 01	8x8x16 INTEGRAL COLORED, HONED CMU - "BUFF" COLOR BY BRICKYARD CO., OR EQUAL
COLORED CMU 02	8x8x16 INTEGRAL COLORED, HONED CMU - "MT. GARFIELD" COLOR BY BRICKYARD CO., OR EQUAL
METAL ROOFING	COLOR MATCHING MBCI "KOKO BROWN" OR "MEDIUM BRONZE" OR EQUAL COLOR AS APPROVED
PAINT	COLOR TO MATCH METAL ROOFING COLOR AS APPROVED, SIMILAR TO SHERWIN WILLIAMS SW0037 "STURDY BROWN"
STAIN	AS SELECTED FROM MANUFACTURER'S FULL RANGE OF COLORS

DOOR SCHEDULE

	Door Dimensions			Door		Frame		Hardware Set	Comments
Number	WD	HGT	THK	Material	Finish	Material	Finish		
101A	3' - 0"	7' - 0"	1 3/4"	HM	PAINT	HM	PAINT		INSULATED WITH 4" FRAME HEAD
102A	3' - 0"	7' - 0"	1 3/4"	HM	PAINT	HM	PAINT		INSULATED WITH 4" FRAME HEAD
103A	3' - 0"	7' - 0"	1 3/4"	HM	PAINT	HM	PAINT		INSULATED WITH 4" FRAME HEAD
105A	3' - 0"	7' - 0"	1 3/4"	HM	PAINT	HM	PAINT		INSULATED WITH 4" FRAME HEAD
105B	9' - 0"	9' - 0"	2"						
105C	8' - 0"	9' - 0"	2"						
105D	9' - 0"	9' - 0"	2"						

FLOOR PLAN KEYNOTES [#] — CJ = SIDEWALK CONTROL JOINT

1. TOP OF INTERIOR CONCRETE SLAB AT +100'-0", TOP OF EXTERIOR CONCRETE SLAB AT 1/2" BELOW INTERIOR CONCRETE SLAB AT DOOR, TYPICAL

CODE ANALYSIS

APPLICABLE CODES

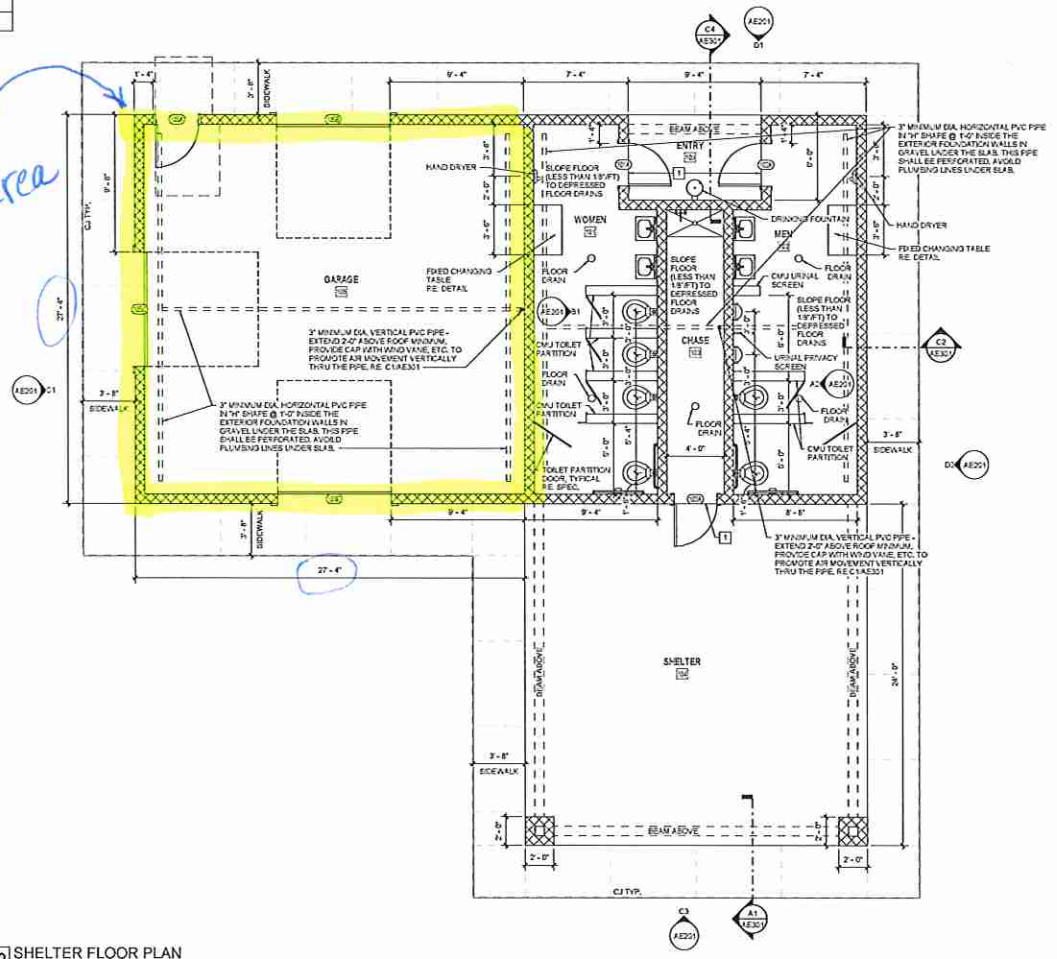
	Year		Year
International Building Code	2015	National Electrical Code	2014
International Mechanical Code	2015	Uniform Code for	
International Plumbing Code	2015	Building Conservation	
International Fire Code	2015	ADA Accessibility	
International Energy Conservation Code	2015	Guidelines	2010

A. Occupancy: GROUP B

B. Type of Construction (circle one):

I A | I B | II A | II B | III A | III B | IV HT | V A | V B

C: Total Interior Floor Area: 1,944 SF



A2 SHELTER FLOOR PLAN
1/4" = 1'-0"

method studio
360 aspen avenue
salt lake city, utah 84101
phone (801) 532-4822

consultant:

project:
Grand Junction Park Restrooms Large

project#: 18.060
date: 22 February 2019

revisions:

title:
Floor Plan

sheet:
AE101

SHEET KEYNOTES

1 EXTERIOR RECEPTACLES AND PLUG COVERS SHALL BE WEATHERPROOF TO COMPLY WITH NEC REQUIREMENTS. THEY SHALL BE MORTARBOX TYPE, FLUSH MOUNTED AND LOCKABLE. ALL EXTERIOR RECEPTACLE AND PLUG COVERS SHALL BE OPENED BY A SINGLE KEY. EXTERIOR RECEPTACLE AND PLUG COVERS SHALL BE MADE OF HEAVY-DUTY CAST ALUMINUM. COORDINATE COLOR WITH THE ARCHITECT/OWNER. INSTALL CONDUITS FEEDING THE SHELTER AREA RECEPTACLES UNDER THE FLOOR SLAB.

2 PROVIDE ELECTRICAL CONNECTIONS TO FAUCET AND FLUSH VALVES. COORDINATE EXACT LOCATION WITH THE PLUMBING INSTALLERS. ALL CONNECTIONS AND CONDUITS SHALL BE RECESSED AND ACCESSIBLE ONLY IN THE PLUMBING CHASE.

3 PROVIDE ELECTRICAL CONNECTIONS TO HAND DRYERS. CIRCUIT WITH 2#10, #10G IN 0.75" CONDUIT. COORDINATE EXACT LOCATION WITH INSTALLERS PRIOR TO ROUGH-IN.

4 PROVIDE LIGHTING CONTACTOR PANEL WITH ASTRONOMICAL CLOCK OR EXTERIOR RATED ROOM CONTROLLER WITH ASTRONOMICAL CLOCK FOR LIGHTING CONTROL. COORDINATE PROGRAMMING OF THE LIGHTING WITH THE OWNER.

5 STUB (3) 1" PVC CONDUITS AND (4) 2" PVC CONDUITS FROM PAVEBREAKS LOCATION TO 5' BEYOND ADJACENT CONCRETE. MARK GPS COORDINATES OF CONDUITS ON RECORD DRAWINGS FOR FUTURE USE.

6 PROVIDE VANDAL RESISTENT OCCUPANCY SENSOR. MOUNT SENSOR AS HIGH AS POSSIBLE TO AVOID VANDALISM. PROVIDE SENSOR WITH AUXILIARY RELAY. CONNECT AUXILIARY RELAY TO EXHAUST FAN FOR CONTROL.

7 MOUNT FIXTURE AT 10'-4".

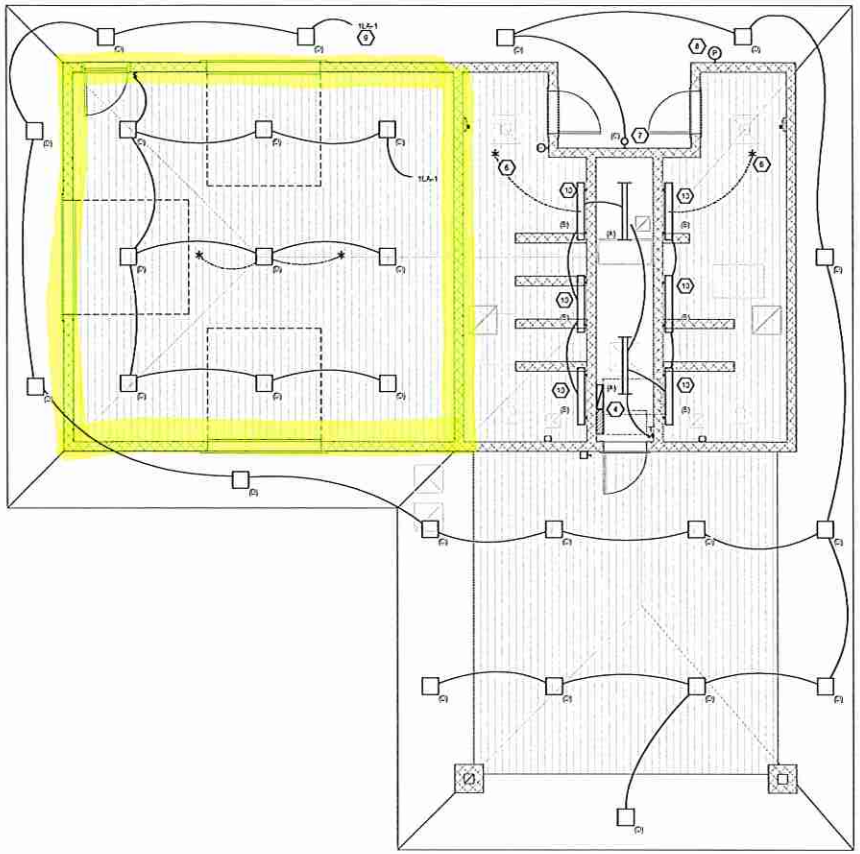
SHEET KEYNOTES

8 PROVIDE EXTERIOR RATED PHOTOCELL, FRECESION #T-168 OR APPROVED EQUIVALENT.

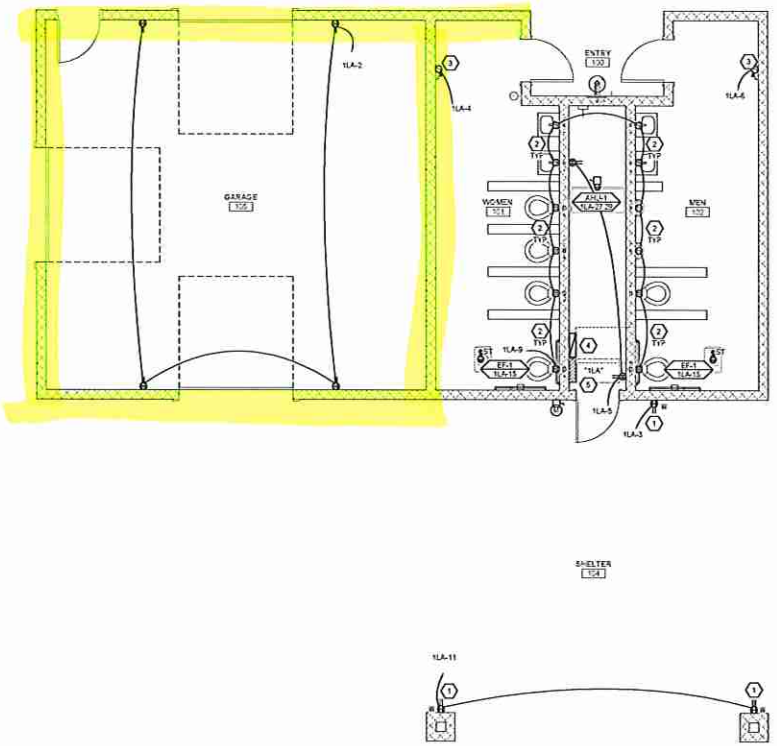
9 CIRCUIT THROUGH LIGHTING CONTROLLER. COORDINATE PROGRAMMING WITH THE OWNER.

10 MOUNT FIXTURES WITH THE TOP OF THE FIXTURE TIGHT AGAINST THE CEILING.

GENERAL SHEET NOTES



A1 LEVEL 1 LIGHTING PLAN
SCALE 1/4" = 1'-0"



A3 LEVEL 1 POWER PLAN
SCALE 1/4" = 1'-0"

METHOD STUDIO
325 south west temple
salt lake city, utah 84101
phone (801)532-4422

consultant:
SPECTRUM ENGINEERS
324 S. State St., Suite 400
Salt Lake City, UT 84111
800-575-7077
801-328-5151
fax 801-328-5155
www.spectrumengineers.com

project:
Grand Junction Park Restrooms Large

project#: 18.059
date:

revisions:

title:
ELECTRICAL PLANS

sheet:
EE101

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INTERIOR LIGHTING FIXTURE SCHEDULE

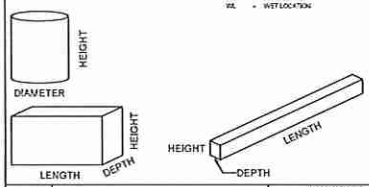
ABBREVIATIONS

MOUNTING

B - BASE
C - CEILING
F - FLANGE
G - GRID
P - PENDANT
PL - POLE
R - RECESSED
S - SURFACE
W - WALL

LUMINAIRE OPTIONS

ARHR - ANTI REFLECTIVE AND HEAT REJECTION
EL - EXIT LOCATION
EQC - EARTHQUAKE CLIPS
F - FUSED
HLD - HINGED AND LATCHED DOOR
HS - HOUSE SIDE SHIELD
PE - PHOTOCELL SWITCH
QRS - QUARTZ RESTRIKE
ST - STATIC
WG - WIRE GUARD
WL - WET LOCATION



FINISH

MW - MATTE WHITE
BL - BLACK
SL - SILVER
GL - GOLD
CL - CLEAR
PW - PAINTED WHITE
EA - ANTI-LACED ALUMINUM
S - STEEL
GS - GALVANIZED STEEL
C - CAST
CBA - COLOR BY ARCHITECT
SCBA - STANDARD COLOR BY ARCHITECT
CCA - CUSTOM COLOR BY ARCHITECT
FS - MEETS FEDERAL STANDARD 595D
TP - THERMALLY PROTECTED
FL - FLUSH
R - RECESS
M - MITERED

DIFFUSER/LENS

AA - ACRYLIC ATTACK
ACA - ACRYLIC ATTACK (OPAL)
CC - GLASS (CLEAR)
CO - GLASS (OPAL)
GF - GLASS (FROSTED)
EGL - EGFT GLOW LENS
HPL - HIGH PERFORMANCE LENS
OD - DROP OPAL
OGL - COOLER GLASS LENS
S - SATIN LENS

REFLECTOR

OP - NON-SPEC
SP - SPECULAR
SS - SEMI-SPECULAR
D - DIFFUSE (WHITE ENAMEL)
SC - SPECULAR (COLOR ET)
FR - FRESNATIC
FDR - FULL DEPTH REFLECTOR
DS - DIFFUSE (SEMI SPECULAR) SILVER
LI - LOW IRIDESCENT
IR - IRIDESCENT
SL - SILVER
GL - GOLD
CA - CLEAR ALZAK

NOTES

GENERAL NOTES

1. PROVIDE UNIT PRICES AND FIXTURE BRAND SELECTED FOR ADD/DELETE CHANGES FOR EACH FIXTURE TYPES SHOWN WITHIN 48 BUSINESS HOURS OF THE BID DATE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY DISQUALIFY THE PRODUCTS AND EXPOSE THE ENGINEER TO DETERMINE FAIR VALUE FOR FIXTURE AND INSTALLATION CHANGES, WITHOUT FURTHER INPUT FROM THE CONTRACTOR OR INSTALLER.
2. CONTRACTOR ALLOWANCE PRICES ARE ACCURATE WHEN THIS JOB WAS SPECIFIED. CONTRACTOR AND ELECTRICAL DISTRIBUTOR SHALL VERIFY THIS ALLOWANCE AND REPORT ANY PROBLEMS TO THE ENGINEER BEFORE THE BID. ALLOWANCE PRICE MAY OR MAY NOT INCLUDE LAMP(S) OR FREIGHT AS NOTED, AND DO NOT INCLUDE ANY TAXES.
3. SUBSTITUTIONS AND/OR EQUAL FIXTURES MUST RECEIVE APPROVAL PRIOR TO BIDDING, THEY MUST BE SUBMITTED TO THE ENGINEER NO LESS THAN 2 WEEKS PRIOR TO BID OPENING.
4. SAMPLES MUST BE PROVIDED FOR ANY AND ALL FIXTURES UPON A/E REQUEST PRIOR TO RELEASING FIXTURES.
5. ALL FIXTURES SHALL BE LISTED AND APPROVED FOR THEIR INTENDED USE AND LOCATION.
6. VERIFY THE PROPER MOUNTING KITS OR ACCESSORIES TO FACILITATE INSTALLATION AS SHOWN AT EACH LOCATION ON THE DRAWINGS.
7. COMPLY WITH THE "INTERIOR LIGHTING" SECTION OF THE SPECIFICATIONS.
8. REFER TO SPECIFICATIONS FOR IMPORTANT TECHNICAL REQUIREMENTS FOR LIGHTING FIXTURES, DRIVERS, AND LAMPS.
9. ALL LIGHT FIXTURES TO BE EITHER "DLC" OR "LIGHTING FACTS" LISTED OR TO BE APPROVED BY ARCHITECT/ENGINEER AND OWNER.

ID	DESCRIPTION	NOMINAL SIZE LENGTH	NOMINAL SIZE DEPTH	NOMINAL SIZE HEIGHT	NOMINAL SIZE DIAMETER/APERTURE	MOUNTING	LIGHT TYPE	COLOR TEMP	CRI	DRIVER CONFIGURATION	VOLTAGE	WATTS	FINISH	FIXTURE LUMENS	DIFFUSER/LENS	REFLECTOR	OPTIONS	NOTES	MANUFACTURER (CATALOG SERIES) OPTION 1	OPTION 2	OPTION 3
(A)	GENERAL PURPOSE LENSED LED STRIPLIGHT.	4'	5"	4"		P	LED	3500K		LED DRIVER	120V	42		5000					COLUMBIA (LCL-4-35-MVOLT-E-U)		
(B)	VANDAL RESISTANT CORNER MOUNT LINEAR LED FIXTURE.	4'	9"	9"			LED	3500K		LED DRIVER	120V	73		8500					FAIL-SAFE (FCO-X-4-L04-3-5-TD-35-1 20-840-65-EDO-MVL)		
(C)	PERIMETER LED WALL PACK.	12"	7"	6"		W	LED	5000K		LED DRIVER	120V	17		1720					HUBBELL (WPG-35SL-5K4U-FC)		
(D)	SURFACE MOUNT LED FIXTURE.	14"	14"	8"		GS	LED	5000K		LED DRIVER	120V	35		4400					HUBBELL (WRG-4-30-UL-5K4-35-SCB #)		

EQUIPMENT SCHEDULE

GRAND JUNCTION RESTROOM

EQUIPMENT SCHEDULE KEY
E - DIVISION 26
Q - FURNISHED WITH EQUIPMENT
* - COORDINATE WITH THE DIVISION 23 TEMPERATURE CONTROL INSTALLER
** - AUTOMATIC CONTROL WIRING BY DIVISION 23

NOTES:
1. NEMA 3R
2. TOGGLE SWITCH W/ THERMAL OVERLOAD
3. PROVIDE FUSED DISCONNECT ELEVATOR POWER MODULE WITH SHUNT TRIP
4. CONTRACTOR TO PERFOM FINAL CONNECTION TO LINE VOLTAGE THERMOSTATS
5. TOGGLE SWITCH W/ BACNET INTERFACE.
6. INDOOR UNITS FED FROM OUTDOOR UNIT, PROVIDE DISCONNECTS FOR BOTH.
7. PROVIDE SWITCH WITH BACNET MS/TP CAPABILITY.
8. PROVIDE LABEL ON DISCONNECT "DISCONNECT OUTDOOR UNIT PRIOR TO INDOOR."
9. LINE VOLTAGE THERMOSTAT ON WALL.
10. PROVIDE EXPLOSION PROOF DEVICES AND WIRING METHODS.
11. PROVIDE DUAL-REDUNDANT 100% RATED VFD'S FOR AIR HANDLER.
12. PROVIDE MANUAL STARTER WITH THERMAL OVERLOAD AND RELAY FOR ATC/BAS CONTROL.

MARK	QTY	ITEM DESCRIPTION	LOAD DATA HP	kW	MCA	FLA	VOLT	PH	Hz	WIRE AND CONDUIT SIZE	OVERCURRENT PROTECTION FURN BY	DEVICE	LOCATION	DISCONNECT FURN BY	DEVICE	LOCATION	STARTER FURN BY	DEVICE	SIZES	SELECTOR SWITCH	PILOT LAMP	NORMALLY OPEN CONTACT	NORMALLY CLOSED CONTACT	PHASE FAILURE RELAY	NOTES	MARK
AHU-1	1	AIR HANDLING UNIT	-	6	-	27	240	1	60	2 #8, #10 GR 1" CND	E	30/2 CB	1LA	E	30A/2P NF	ADJ TO EQUIP	Q	-	-	-	-	-	-	-		AHU-1
EF-1	2	EXHAUST FAN	1/6	-	-	4.4	120	1	60	2 #12, #12 GR 0.75" CND	E	20/1 CB	1LA	E	TOGGLE SWITCH	ADJ TO EQUIP	Q	-	-	-	-	-	-	-		EF-1

PANEL: "1LA"

VOLTS/PHASE/WIRE:	PANEL SIZE & TYPE:	MAIN SIZE AND TYPE:	FED FROM:	CABINET:	LOCATION:	NOTES:
120/240 V, 1 PH 3 WIRE	22" W x 6" D, BOLT-ON	125 AMPERE		SURFACE	CHASE 133	

ACCESSORIES: PANEL DIRECTORY, IDENTIFICATION, GROUNDING BAR — AIC RATING:

CKT NO	OCP AMP	OCP POLE	OCP B/R	LOAD (VA) LTG	LOAD (VA) PWR	LOAD (VA) CO	DESCRIPTION	PHASE LOAD A	PHASE LOAD B	DESCRIPTION	LOAD (VA) CO	LOAD (VA) PWR	LOAD (VA) LTG	OCP B/R	OCP POLE	OCP AMP	CKT NO
1	20	1		1.3	0.0	0.0	AREA LIGHTING	1.3	0.7	CO GARAGE 105	0.7	0.0	0.0		1	20	2
3	20	1		0.0	0.0	0.2	CO SHELTER 104		0.2	1.0 PWR HAND DRYER	0.0	1.0	0.0		1	25	4
5	20	1		0.0	0.0	0.4	CO ROOM 105, 103	0.4	1.0	PWR HAND DRYER	0.0	1.0	0.0		1	25	6
7	20	1		–	–	–	SPARE		0.0	0.0 SPARE	–	–	–		1	20	8
9	20	1		0.0	0.1	0.0	PWR SENSORS	0.1	0.0	SPARE	–	–	–		1	20	10
11	20	1		0.0	0.0	0.4	CO SHELTER 104		0.4	0.0 SPARE	–	–	–		1	20	12
13	20	1		–	–	–	SPARE	0.0	0.0	SPARE	–	–	–		1	20	14
15	20	1		0.0	0.6	0.0	PWR EF-1		0.6	0.0 SPARE	–	–	–		1	20	16
17	20	1		–	–	–	SPARE	0.0	0.0	SPARE	–	–	–		1	20	18
19	20	1		–	–	–	SPARE		0.0	0.0 SPARE	–	–	–		1	20	20
21	20	1		–	–	–	SPARE	0.0	0.0	SPARE	–	–	–		1	20	22
23	20	1		–	–	–	SPARE		0.0	0.0 SPARE	–	–	–		1	20	24
25	20	1		–	–	–	SPARE	0.0	0.0	SPARE	–	–	–		1	20	26
27	30	2		0.0	2.0	0.0	PWR AHU-1		1.0	0.0 SPARE	–	–	–		1	20	28
29	–	–		–	–	–	–	1.0	0.0	SPARE	–	–	–		1	20	30

TOTALS: CONNECTED VA PER PHASE: A 4, B 3 — CONNECTED TOTAL VA = 8
CONNECTED AMPS PER PHASE: A 37, B 26 — AVERAGE CONNECTED AMPS PER PHASE = 32

NEC DIVERSIFIED LOAD CALCULATIONS

LIGHTING & CONTINUOUS LOADS: 1.3 kVA @ 125% = 1.6 kVA - 100% CONNECTED LOAD PLUS 25%
RECEPTACLES: 1.6 kVA @ 100% = 1.6 kVA - FIRST 10kVA @ 100%, REMAINDER @ 50%
ALL OTHER LOADS @ 100%: 5.2 kVA - MOTOR TOTALS INCLUDED IN ALL OTHER LOADS WITH LARGEST MOTOR CALCULATED @ 125% PER NEC
DIVERSIFIED TOTAL VA = 8
AVERAGE AMPS PER PHASE = 35

B/R: GF=GFCI, GF30=30mA GFCI CAPABLE OF BEING LOCKED OUT IN OPEN POSITION, IG=ISOLATED GROUND, AF=AFCI, ST=SHUNT TRIP, RED=PROVIDE RED COLORED BREAKER, AF=ARC FAULT CURRENT INTERRUPTER, CA=COMBINATION OF GROUND FAULT AND ARC FAULT CIRCUIT INTERRUPTER, GS=COMBINATION OF SHUNT TRIP WITH GFCI

NOTES:

METHOD STUDIO
325 south west temple
salt lake city, utah 84101
phone (801) 532-4822

consultant:
SPECTRUM ENGINEERS
324 S. State St., Suite 400
Salt Lake City, UT 84111
800-678-7277
801-328-5155
fax: 801-328-5155
www.spectrumengineers.com

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ELECTRICAL SCHEDULES

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