

REQUEST FOR PROPOSAL (RFP)

Project TOW-PRC-2016-03

FITNESS CENTER EQUIPMENT PROPOSAL

TOWN OF WINDSOR, COLORADO

January 18, 2016

Issued by:

Town of Windsor, Colorado

Due: Monday, February 1, 2016

12:00 pm MST



REQUEST FOR PROPOSALS – FITNESS CENTER EQUIPMENT FOR THE COMMUNITY RECREATION CENTER

1. DESCRIPTION

The TOWN OF WINDSOR (TOWN) is seeking proposals from qualified firms to supply the most user-friendly, commercially durable fitness equipment for the space designated as the Wellness Center at the Community Recreation Center:

Windsor Community Recreation Center
250 North 11th Street
Windsor CO 80550

Questions regarding the RFP should be submitted in writing (email is acceptable) by 2:00pm MST on Friday, January 22, 2016 to:

Tara Fotsch
Manager of Recreation
Project Manager
tfotsch@windsorgov.com

Responses to questions submitted by the deadline will be posted at the Town of Windsor website www.windsorgov.com via Addendum #1 by 5:00pm MST on Monday, January 25, 2016.

2. SELECTION SCHEDULE

- | | |
|--------------------------------------|----------------------------------|
| a. RFP Posted | January, 18, 2016 |
| b. RFP Questions Due | January 22, 2016 by 5:00 pm MST |
| c. RFP Questions Posted (addendum 1) | January 25, 2016 by 5:00 pm MST |
| d. RFP Due | February 1, 2016 by 12:00 pm MST |
| e. TOWN Staff Review | February 10, 2016 or sooner |
| f. TOWN Staff Decision | February 12, 2016 or sooner |
| g. Construction Starts | July/August 2016 |
| h. Facility Opening | August/September 2016 |

3. SCOPE & REQUIREMENTS

The Town of Windsor (TOWN) is seeking proposals from qualified firms to supply the most user-friendly, commercially durable fitness equipment for the space designated as the Wellness Center at the Community Recreation Center. The TOWN is looking to lease the cardiovascular equipment and purchase the weight equipment:

1. **Equipment Specifications:** The Town is requesting bids for the following equipment:

CARDIOVASCULAR

ITEM	MINIMUM SPECIFICATIONS	Note Any differences here	#	Item Price	Total
Needed for all machines: Commercial grade level, low-profile height, personal fan, asset management system compatible, wireless audio receiver, iPod or Android charging.					
Treadmill	0.5-15 MPH 0-20% Incline 60" X 21.5" running area		2		
Treadmill	0.5-12.4 MPH 0-15% Incline 60" X 21.5" running area		6		
Elliptical Cross Trainer			5		
Recumbent Elliptical			1		
Stepmill or Equivalent	9" step depth		2		
Precor AMT 835			2		
Recumbent Bike			3		
Upright Bike			3		
Asset Management			1		
Rower			1		
Indoor Cycle	Handlebar and seat adjustments vertical/fore/aft		21		

SELECTORIZED STRENGTH

ITEM	MINIMUM SPECIFICATIONS	Note Any differences here	#	Item Price	Total
Needed for all machines: Commercial grade level.					
Chest Press			1		
Row			1		
Overhead Press			1		
Pulldown			1		
Arm Curl			1		
Arm Extension			1		
Abdominal			1		
Back Extension			1		
Leg Press			1		
Leg Curl			1		

Leg Extension			1		
Hip Ab/Adductor			1		
Functional Trainer			1		

STRENGTH FREE WEIGHTS	MINIMUM SPECIFICATIONS	Note Any differences here	#	Item Price	Total
Needed for all machines: Commercial grade level.					
Multi-Station	Lat Pull, Row, Triceps Press, Cable Cross, Pull-up		1		
Chin/Dip Assist			1		
Smith Machine			1		
Power Rack			1		
3 way Olympic Bench			2		
Adjustable Bench			2		
Flat Bench			2		
Utility Bench			1		
Preacher Curl Bench			1		
Back Extension Bench			1		
Ab Bench			1		
Adjustable Decline Bench			1		
Chin/Dip/Leg Raise			1		
Dumbbells	5-75# 15 pair		1		
Dumbbell Racks	2 tier rack to hold 15 pair of dumbbells		1		
Barbell Set	20-110#		1		
Barbell Rack					
7' Olympic Bar	1500# test		4		
47" Olympic Curl Bar			2		
2' Spring Collar	pair		7		
Olympic Plates	45lbs Urethane Encased		24		
Olympic Plates	35lbs Urethane Encased		10		
Olympic Plates	25lbs Urethane Encased		24		
Olympic Plates	10lbs Urethane Encased		24		
Olympic Plates	5lbs Urethane Encased		12		
Olympic Plates	2.5lbs Urethane Encased		12		
Olympic Plate Tree			3		
Medicine Ball	2 lbs		1		

Medicine Ball	4 lbs		1		
Medicine Ball	6 lbs		1		
Medicine Ball	8 lbs		1		
Medicine Ball	10 lbs		1		
Medicine Ball	12 lbs		1		
6 ball medicine ball rack			1		
Foam Roller	36" x 6"		4		
Foam Roller Storage			1		
Plyo Step Set	6" to 30"		1		
Exercise mat	71" x 24" x 5/8"		25		
Exercise mat rack			1		
Exercise tubing	very light		10		
Exercise tubing	light		10		
Exercise tubing	medium		15		
Exercise tubing	heavy		15		
Exercise tubing	very heavy		10		
Tubing Rack			1		
TRX Multi Mount Kit			7		
TRX Commercial Suspension Trainer			22		
TRX Rip Trainer			20		
Rip Ground Training Station			2		
TRX Extender Pro-Kit			22		

2. **Lease Specifications:** The proposal shall be based on a 36 month term lease for cardiovascular equipment. The proposal shall include the total cost to the lease the specified cardio equipment including interest. The proposal shall indicate the monthly payments payable to the successful vendor's financier. The proposal shall present end of lease options, to include renewal of lease, equipment purchase/buyout, and return of equipment. All other weight equipment and general items will be purchased not leased.
3. **Warranty:** Minimum warranty on all equipment must be three (3) years on parts and labor and lifetime on frames.
4. **Delivery:** The awarded vendor must arrange for all equipment to be delivered 2-3 weeks prior to the opening of the Community Recreation Center Wellness Center which is projected for late August 2016. The specific installation date will be communicated to the awarded vendor(s) when the construction schedule is finalized. All freight, shipping and handling charges must be included in the proposed pricing.
5. **Installation:** Installation of the equipment must be performed by awarded vendor. Installation includes on site delivery to the Community Recreation Center, unwrapping

of equipment and parts, disposal of packaging and clean up, full assembly and set up and programming of the equipment. Delivery and installation must be coordinated with the Project Manager prior to delivery. Installation must be included in proposed pricing.

6. **Maintenance:** All equipment must include a three (3) year preventative maintenance service agreement. The preventative maintenance is to include a minimum of two (2) service calls per year and be comprised of equipment inspection, cleaning, lubricating, calibrating, and such other tasks as required by the equipment manufacturer. At the Town's option, the preventative maintenance service agreement may be extended one (1) and/or two (2) additional years.
7. **Training:** The awarded vendor will be required to provide on-site training to the Community Recreation Center staff on the basic functionality and maintenance of the equipment. Training must be included in proposed pricing.

4. SUBMITTAL REQUIREMENTS

The following information must be included in the proposal. Required proposal documents must be arranged in the order listed below.

1. Company name and address, as well as the name and contact information of the primary contact.
2. Company profile to include key personnel and roles, service standards and availability, and post-sale support capabilities. Identify turnaround time on equipment repairs and describe the process from initial intake to repair completion. Do you have a loaner program for out of service equipment?
3. Equipment descriptions, specification and brochures (electronic or website address preferred) of each type of equipment proposed.
4. Confirm all equipment can be delivered and installed prior to the opening of the Community Recreation Center Wellness Center in August 2016. The specific installation date will be communicated to the awarded vendor(s) when the construction schedule is finalized. Provide installers' qualifications and if the installation is going to be completed in house or by a subcontractor.
5. Warranty terms and conditions on the proposed equipment.
6. Three (3) year preventative service maintenance agreement, which states the intervals/frequencies of regular on- site maintenance visits and maintenance to be performed at each visit.
7. Complete the attached Bid Schedule and provide individual pricing as well as a package price. All equipment, warranties, delivery (shipping & handling), installation, three (3) year preventative maintenance agreement and training listed under Project Scope must be included in the proposed price.
8. List of three (3) references, with whom the Project Manager can contact, from commercial equipment companies located within 75 miles of Windsor in which similar equipment was purchased and installed by the proposing vendor in the past (3) years. Include the name and address of each referenced company, as well as the name, title, and phone number of the contact person.

5. PROPOSAL GUIDELINES

The assumes no responsibility for any costs vendors may incur in responding to this RFP; including attending meetings, site visits and/or contract negotiations.

The Town expects to enter into an Agreement with the awarded vendor. The anticipated terms and conditions of the Agreement are set forth in attached Exhibit "A", consisting of seven (7) pages and incorporated herein by reference; however, the Town may include additional terms and conditions in the Agreement after award.

The Town reserves the right to negotiate the final terms of the Agreement. This RFP may be amended and/or revoked at any time prior to final execution of an Agreement with the Town.

Deviations from Project Scope:

It is intended that the vendor shall conform to the Project Scope. Any deviations from the Project Scope must be clearly identified and explained separately in the proposal.

6. SELECTION CRITERIA

QUALIFICATION	STANDARD
Scope of Proposal	Does the proposal show an understanding of the project objective, methodology to be used and results that are desired from the project?
Specifications	Does the product meet all project specifications?
Delivery	Can the work be completed in the necessary time?
Assigned Personnel	Will the firm complete the installation or will the installation be subcontracted? Are the individuals performing the installation qualified? Does the firm offer qualified staff for post-sale service and support?
Cost	Is the total cost competitive? Is each cost element of the proposed price fair and reasonable?
Warranty	Is the warranty and service

	maintenance agreement comprehensive? What is the warranty term?
Firm Capability	Does the firm have the support capabilities required to complete the project? Has the firm done previous projects of this type and scope? What is the level of post-sale service and support offered?

7. DEADLINES

- a. Submit one (1) complete hard copy and one (1) electronic copy of the proposal by February 1, 2016 at 5:00pm MST (CRC clock) to:
 - Tara Fotsch, CPRP
 - Manager of Recreation
 - Town of Windsor
 - Parks, Recreation & Culture Department
 - 250 N. 11th Street
 - Windsor CO 80550
 - (970) 674-3512
 - tfotsch@windsorgov.com

Proposals received after this time may be returned unopened at the TOWN's sole discretion.

- b. Proposals shall be valid for 90 days.

7. BID SCHEDULE

COMPANY _____

Community Recreation Center – Fitness Equipment

Package Sum: \$ _____

Submitted by: _____ Printed: _____

Company: _____

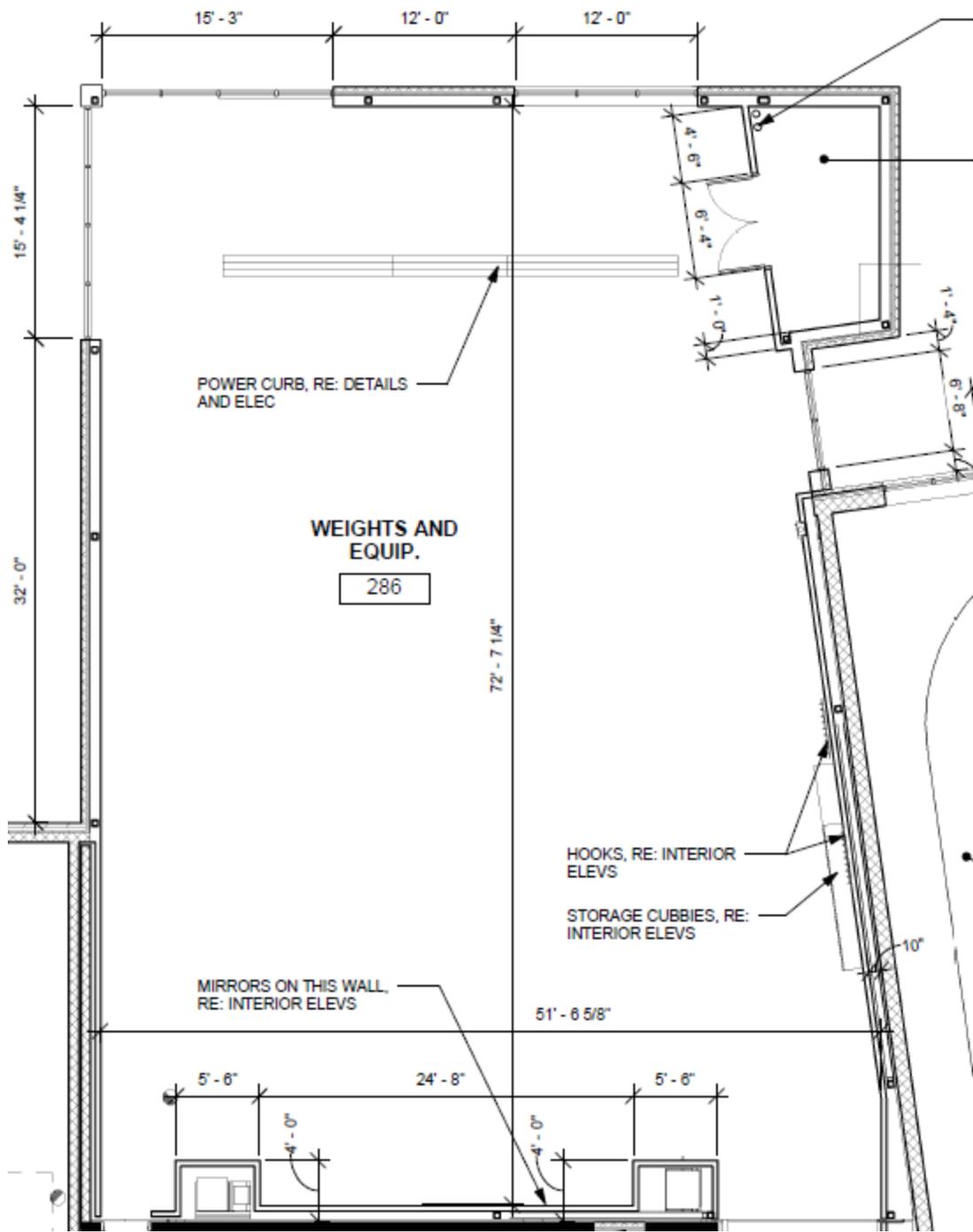
Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

The Town reserves the right to award the total package to a single vendor or award to multiple vendor on a line item basis.



SAMPLE SERVICES AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth below by and between THE TOWN OF WINDSOR, COLORADO, a Municipal Corporation, hereinafter referred to as the "Town" and _____, hereinafter referred to as "Service Provider".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Service Provider agrees to provide services in accordance with the scope of services attached hereto as Exhibit "A", consisting of _____ pages and incorporated herein by this reference.

2. Contract Period. This Agreement shall commence _____, and shall continue in full force and effect until _____, unless sooner terminated as herein provided.

3. Delay. If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the Town of such condition within fifteen (15) days from the onset of such condition.

4. Early Termination by Town/Notice. Notwithstanding the time periods contained herein, the Town may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

Town:
Town of Windsor
Attn: Tara Fotsch
250 N. 11th Street
Windsor, CO 80550

Service Provider:

In the event of early termination by the Town, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

5. Contract Sum. The Town shall pay the Service provider for the performance of this Contract, subject to additions and deletions provided herein, per the attached Exhibit "A", consisting of _____ pages, and incorporated herein by this reference.

6. Town Representative. The Town will designate, prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the Town Representative.

7. Independent Service provider. The services to be performed by Service Provider are those of an independent service provider and not of an employee of the Town of Windsor. The Town shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.

8. Personal Services. It is understood that the Town enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the Town.

9. Acceptance Not Waiver. The Town's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits

provided to the Town under this Agreement or cause of action arising out of performance of this Agreement.

10. Warranty.

- (a) Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.
- (b) Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to Town.
- (c) Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except Town-furnished materials, equipment and labor, against defects and nonconformances in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier. Upon receipt of written notice from Town of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to Town.

11. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof.

12. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

13. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs,

personal representatives, successors and assigns of said parties.

14. Indemnity/Insurance.

a. The Service Provider agrees to indemnify and save harmless the Town, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.

b. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

c. Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the Town as an additional insured under this Agreement of the type and with the limits specified within Exhibit A. The Service Provider before commencing services hereunder, shall deliver to the Parks and Open Space Manager, Wade Willis, 301 Walnut Street, Windsor, CO 80550 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the Town.

15. Entire Agreement. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

16. Law/Severability. The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. Prohibition Against Employing Illegal Aliens. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor represents and agrees that:

a. As of the date of this Agreement:

1. Contractor does not knowingly employ or contract with an illegal alien;
and

2. Contractor has participated or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") in order to confirm the employment eligibility of all newly hired employees.

b. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.

c. Contractor shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Contractor is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.

d. Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

1. Notify such subcontractor and the Town within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Contractor shall

not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

g. If Contractor violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Town may terminate this Agreement. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.

h. The Town will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the Town terminates the Agreement for such breach.

18. Special Provisions. [Optional] Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit " ", consisting of () pages, attached hereto and incorporated herein by this reference.

TOWN OF WINDSOR, COLORADO

a municipal corporation

By: _____

Tara Fotsch
Manager of Recreation

Date: _____

By: _____

PRINT NAME

Company Representative

Date: _____