



Statement of Qualifications SOQ-4818-20-DH

Professional Consulting Services for Development of Sustainable Agricultural Plan for Hallenbeck Ranch

RESPONSES DUE:

September 24, 2020 Prior to 3:00 p.m.

Accepting Electronic Responses Only

Responses Only Submitted Through the Rocky Mountain E-Purchasing System

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Duane Hoff Jr.

Senior Buyer

duaneh@gjcity.org

970-244-1545

This solicitation has been developed specifically for a Statement of Qualifications intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **HARD COPY, FAX, OR E-MAIL IS NOT ACCEPTABLE** for this solicitation.

ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

Issuing Office: This Statement of Qualifications (SOQ) is issued by the City of Grand Junction, in conjunction with Mesa County, on behalf of the Persigo Wastewater Treatment Plant (WWTP). All contact regarding this SOQ is directed to:

SOQ Questions:

Duane Hoff Jr.

duaneh@gjcity.org

The City would like to remind all Contractors, Sub-Contractors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement, and may result in disqualification.

Purpose: The City of Grand Junction is requesting qualifications from interested firms capable of developing a sustainable agricultural plan for the City's Hallenbeck Ranch, as described in the proposed scope of work/services.

Non-Mandatory Pre-Proposal/Site Visit Meeting: Prospective Offerors are encouraged to attend a non-mandatory pre-proposal/site visit meeting on August 27 at 10:00 am. Meeting location shall be at the Kannah Creek Water Treatment Plant on Lands End Road, Whitewater CO. The purpose of this visit will be to inspect and to clarify the contents of this Statement of Qualifications (SOQ), and provide a tour of the Hallenbeck Ranch property. Prospective Offerors will be asked to drive their own vehicles across unpaved roads on City property and walk a portion of the property. Appropriate walking shoes and attire should be worn. The City will also offer a non-mandatory virtual meeting option on August 27, 2020 at 3:00 pm.

Please join Virtual Meeting - Professional Consulting Services for Development of Sustainable Agricultural Plan for Hallenbeck Ranch on GoToConnect from your computer using the Chrome browser.

<https://my.jive.com/meet/369458933>

You can also dial in using your phone.

US: +1 (646) 749-3129

Access Code: 369-458-933

The Owner: The Owner is the City of Grand Junction and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.

Compliance: All participating Offerors shall agree to comply with all conditions, requirements, and instructions of this SOQ as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear

that various instructions are in conflict, the Offerors shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this SOQ.

Submission: Please refer to section titled “Administrative Requirements and Instructions” for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in section titled “Administrative Requirements and Instructions”. Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion: The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Altering Submittals: Any alterations made prior to opening date and time must be initialed by the signer of the submittal, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

Withdrawal of Submittal: A submittal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61st) day following the submittal deadline date and only prior to award. The Offeror so agrees upon their submittal. After award this statement is not applicable.

Acceptance of Submittal Content: The contents of the submittal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.

Exclusion: No oral, telegraphic, or telephonic submittals shall be considered.

Addenda: All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this SOQ or extensions to the opening/receipt date shall be made by a written Addendum to the SOQ by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the City’s website at www.gjcity.org by selecting the Bids link. Offerors shall acknowledge receipt of all addenda in their submittal.

Exceptions and Substitutions: All submittals meeting the intent of this SOQ shall be considered for award. Offerors taking exception to the specifications/scope of work/scope of services shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications/scope of work/scope of services. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications/scope of work/scope of services contained herein.

Confidential Material: All materials submitted in response to this SOQ shall ultimately become public record and shall be subject to inspection after contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "**Confidential Disclosure**" shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Purchasing Manager. If denied, the proposer shall have the opportunity to withdraw its entire submittal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.

Response Material Ownership: All submittals become the property of the Owner upon receipt and shall only be returned to the Offeror at the Owner's option. Selection or rejection of the submittal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any submittal received in response to this SOQ, subject to limitations outlined in the section 1.9 entitled "Confidential Material". Disqualification of a submittal does not eliminate this right.

Minimal Standards for Responsible Prospective Offerors: A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

Open Records: Submittals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Submittals shall be received and acknowledged only so as to avoid disclosure of process. However, all submittals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the submittal so identified by Offeror as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

SOLICITATION TERMS AND CONDITIONS
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Acceptance of SOQ Terms: An Offeror's submittal in response to this SOQ shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the SOQ acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its submittal and the Owner's SOQ requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the SOQ.

Execution, Correlation, Intent, and Interpretations: Owner will provide the contract. By executing the contract, the Offeror represents that he/she has familiarized himself/herself with the local conditions under which the Work/Services is to be performed, and correlated his/her observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work/scope of services as defined in the technical specifications and/or drawings contained herein. All drawings, specifications, and scopes copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work/services.

Permits, Fees, & Notices: The Offeror shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Offeror shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Offeror observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Offeror performs any services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

Responsibility for those Performing the Services: The Offeror shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work/services under a contract with the Offeror.

Changes in the Services: The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Offeror signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.

Minor Changes in the Services: The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.

Uncovering & Correction of Services: The Offeror shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Offeror shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services

thereby made necessary. The Owner shall give such notice promptly after discover of non-conforming services. All such non-conforming services under the above paragraphs shall be corrected to comply with the contract documents without cost to the Owner.

Amendment: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner Purchasing Division.

Assignment: The Offeror shall not sell, assign, transfer or convey any contract resulting from this SOQ, in whole or in part, without the prior written approval from the Owner.

Compliance with Laws: Submittals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

Confidentiality: All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.

Conflict of Interest: No public official and/or Owner employee shall have interest in any contract resulting from this SOQ.

Contract: This Statement of Qualifications, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the submittall documents. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.

Project Manager/Administrator: The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.

Contract Termination: This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.

Employment Discrimination: During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:

- The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.

- Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

Expenses: Expenses incurred by prospective proposers in preparation, submission and presentation of this SOQ are the responsibility of the Offeror and cannot be charged to the Owner.

Ethics: The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

Failure to Deliver: In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

Force Majeure: The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

Indemnification: Offeror shall defend, indemnify and save harmless the Owner, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

Independent Firm: The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

Nonconforming Terms and Conditions: A submittal that includes terms and conditions that do not conform to the terms and conditions of this Statement of Qualifications is subject to

rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

Ownership: All plans, prints, designs, concepts, etc., shall become the property of the Owner.

Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

Patents/Copyrights: The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this SOQ.

Venue: Any agreement as a result of responding to this SOQ shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

Sovereign Immunity: The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

Public Funds/Non-Appropriation of Funds: Funds for payment have been provided through the Mesa County budget, approved by the Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Mesa County fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

Collusion Clause: Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.

Gratuities: The proposer certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

Safety Warranty: Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.

OSHA Standards: All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to

OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.

Performance of the Contract: The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.

Benefit Claims: The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

Default: The Owner reserves the right to terminate the contract immediately in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.

Multiple Offers: Offerors must determine for themselves which services to offer. If said Offeror chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Submittal". The Owner reserves the right to make award in the best interest of the Owner.

Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Submittal. The quantities furnished in this submittal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

Public Disclosure Record: If the Offeror has knowledge of their employee(s) or sub-Offerors having an immediate family relationship with a Owner employee or elected official, the Offeror must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

DEFINITIONS

"Consultant" or "Firm" refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.

"Offeror" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a bid (fee) proposal in response to the Owner's SOQ.

The term "Services" includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such services.

“Owner” is The City of Grand Junction and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the services wherever it is in preparation and progress. The Offeror shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of services and to determine, in general, if the services are proceeding in accordance with the contract documents. Based on such observations and the Offeror’s Application for Payment, the Owner will determine the amounts owing to the Offeror and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject services which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Offeror to stop the services or any portion, whether or not such services can be then be completed. The Owner will not be responsible for the acts or omissions of the Offeror, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the services.

“Offeror” is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Offeror means the Offeror or his authorized representative. The Offeror shall carefully study and compare the General Contract Conditions of the Contract, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Offeror shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Offeror shall not commence services without clarifying such.

INSURANCE REQUIREMENTS

Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

- (a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

- ONE MILLION DOLLARS (\$1,000,000) each accident,
- ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
- ONE MILLION DOLLARS (\$1,000,000) disease - each employee

- (b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

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

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

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

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

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

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision. The policies required by paragraphs (b) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

OVERVIEW AND INFORMATION

Through this Statement of Qualifications (SOQ) process, it is the intent of the City of Grand Junction to hire a professional firm experienced in developing a sustainable agricultural plan for the City's Hallenbeck Ranch, as described in the proposed scope of work/services for design, development, and operations.

The intent of the Sustainable Agriculture Plan is to provide the City of Grand Junction with a business plan that will serve as the roadmap for developing a sustainable agriculture resource center that will benefit the community. The selected company/organization will provide planning, management, technical, and operational support to advance the application of effective sustainable agriculture practices in Mesa County and serves as a resource center for the community.

Non-Mandatory Pre-Proposal/Site Visit Meeting: Prospective Offerors are encouraged to attend a non-mandatory pre-proposal/site visit meeting on August 27, 2020 at 10:00 am. Meeting location shall be at the Kannah Creek Water Treatment Plant on Lands End Road.

Whitewater CO.. The purpose of this visit will be to inspect and to clarify the contents of this Statement of Qualifications (SOQ), and provide a tour of the Hallenbeck Ranch property. Prospective Offerors will be asked to drive their own vehicles across unpaved roads on City property and walk a portion of the property. Appropriate walking shoes and attire should be worn. The City will also offer a non-mandatory virtual meeting option on **August 27, 2020 at 3:00 pm.**

Please join Virtual Meeting - Professional Consulting Services for Development of Sustainable Agricultural Plan for Hallenbeck Ranch on GoToConnect from your computer using the Chrome browser.

<https://my.jive.com/meet/369458933>

You can also dial in using your phone.

US: +1 (646) 749-3129

Access Code: 369-458-933

SOQ GOALS

It is the intent of this SOQ to provide interested firms/organizations with sufficient information to enable them to prepare and submit statements of qualifications for the project. Based on a rating of the qualified submittals by the evaluation team, a “short list” of the most qualified firms will be developed. Only the top “short list” firms will be invited for interviews and pricing proposals.

Pricing is not to be included with this SOQ submittal.

SCOPE OF SERVICES

Background:

The City of Grand Junction’s strategic plan establishes guiding principles and strategic directives that guide initiatives and community priorities. In keeping with the guiding principles of Partnerships & Intergovernmental Relationships, Fiscal Responsibility, Communication & Engagement, and Leadership and the strategic directive of planning for the future growth in our city, a strategic project was identified to develop a sustainable agriculture program for City ranch properties.

The City owns approximately 15,000 acres in the Whitewater/Kannah Creek area as shown in **Attachment 1**. The City acquired these properties and associated water rights in separate purchases from Kannah Creek ranchers between 1954 and 1980s. The City leased back property to ranchers and made water rights available for beneficial irrigation use. The City currently leases the Somerville, Anderson, and Click ranches for cattle grazing and Whitewater parcels for dryland grazing.

The former Hallenbeck Ranch (Parcels 2969-251-00-380, 2971-363-00-027, and the portion of Parcel 2971-361-00-001 south of Divide Road) is comprised of about 320 acres as shown in **Attachment 2**. These parcels are not currently leased. Approximately 120 acres are irrigated as shown in green in **Attachment 3**. The City has been managing the Hallenbeck Ranch since 2018 and has made improvements to the ditch and irrigation system and removed and treated invasive species (Russian Olives) and noxious weeds.

The distinct features of each parcel are discussed below.

Parcel 2971-363-00-027

This parcel consists of 47.7 acres of irrigated land along Purdy Mesa Road that has been historically used as a hay pasture.

A review of soil data available from the USDA/NRCS Web Soil Survey indicate that soils for this parcel are in the Ildefonso-Scholle complex which is characterized as extremely stony with loam at the surface to 3 inches and stony clay loam from 3 to 17 inches as shown in **Attachment 4**.

Based on these soil characteristics and the availability of irrigation water, this parcel is suitable for growing hay. The land may benefit from perennial grasses such as alfalfa that are deep rooted and contribute nitrogen to the soil. With proper irrigation, the growing season should yield three cutting or two cuttings allowing deer to feed during the winter. The City recently installed gated pipe to improve irrigation delivery to the pasture.

Parcel 2969-251-00-380

This parcel consists of 220 acres of land along the east side of Lands End Road. Only a small portion of this site, about 30 acres proximate to the Purdy Mesa No. 2 Reservoir in mid-eastern portion of the site, is irrigated.

A review of soil data available from the USDA/NRCS Web Soil Survey indicate that soils for 43.8% of this parcel, 94 acres to the east of the North Fork of Kannah Creek, are in the Ildefonso-Scholle complex which is characterized as extremely stony with loam at the surface to 3 inches and stony clay loam from 3 to 17 inches as shown in **Attachment 5**.

The 32 acres along the corridor of the North Fork Creek are classified in Ustifluvents complex with very cobbly sandy loam soils.

The ridge along the eastern corridor of the North Fork of Kannah Creek consists of 55-acres classified as Badland-Deaver-Chipeta complex which is characterized as extremely stony with 25 to 65% slopes. The 35 acres west of the North Fork of Kannah Creek along Lands End Road is classified as Utaline, sodic-Uffens complex and characterized as very stony with slopes ranging from 3 to 25 percent.

This parcel is a rich wildlife corridor. The area is a winter range for deer and elk and an overall range for black bear based on information posted on the Colorado Hunting Atlas available through the Colorado Parks and Wildlife. In addition, due to the presence of bare soils, it is one of the last areas in Mesa County that is habitat for quail. The riparian corridor along the North Fork of Kannah Creek also supports a variety of wildlife.

This parcel would be an attractive wildlife conservation area. The riparian features could possibly be enhanced by diverting irrigation water to the North Fork of Kannah Creek and planting native trees. The dam on Purdy Mesa Reservoir No. 2 requires repair. If managed as a wildlife conservation area, it could support hunting, wildlife viewing, hiking trails, camping, and education.

Parcel 2971-361-00-001 (south of Divide Road)

This parcel consists of 52 acres of irrigated land southeast of Lands End Road and Divide Road. It has been historically used as a hay pasture and horse racetrack.

A review of soil data available from the USDA/NRCS Web Soil Survey indicate that soils for 76% of this parcel (40 acres) are in the Ildefonso-Scholle complex which is characterized as extremely stony with loam at the surface to 3 inches and stony clay loam from 3 to 17 inches. The remaining northwest corner of the property is classified as Badland-Deaver-Chipeta complex which is characterized as extremely stony with 25 to 65% slopes (10 acres) and Ustifluvents complex with very cobbly sandy loam soils (3 acres) as shown in **Attachment 6**.

Given the direct access to Lands End and Divide Roads, this parcel would be suitable for development of event, education, or meeting facilities.

Sustainable Agriculture Program Goals

The City desires to develop a sustainable agriculture program on the Hallenbeck Ranch property. The City is interested in incorporating sustainable agriculture practices that are economically viable, socially supportive, and ecologically sound. Social factors that should be considered include supporting educational resources available to the agricultural community and increasing local food production. Ecological factors should address preserving natural resources, maintaining wildlife habitat, improving soil health, efficient water and energy management, controlling invasive species, and supporting beneficial species.

Water

The City will permit use of irrigation water and water rights owned by the City, for purposes specifically limited to irrigating the Property and as stock water for any livestock kept and maintained on the Property. Water and water rights the City may make available to Lessees, if the City in its sole and absolute discretion determines that such water is to be made available to Lessees, may include up to:

- approximately 400 acre-feet of water from the Highline Ditch. This water is usually available from May 1 through June 28 of each year. Available flow rate ranges between 0.1 cubic feet per second ("cfs") and 7.0 cfs, and/or
- approximately 1,200 acre-feet of water from the Juniata Enlarged Ditch. This water is usually available from May 1 through June 15 of each year. Available flow rate ranges between 0.1 cfs to 26.0 cfs, and/or
- approximately 200 acre-feet of reservoir water from the City's Reservoirs. This water is usually available from July 1 through October 15 of each year.

One of the primary objectives of this program is beneficial and responsible use irrigation water.

Potable water is also available to the parcel along Divide Road.

Scope of Services:

The City seeks an experienced agricultural management company/organization to develop a Sustainable Agriculture Plan for the Hallenbeck Ranch and assist with implementation of the plan.

The intent of the Sustainable Agriculture Plan is to provide the City of Grand Junction with a business plan that will serve as the roadmap for developing a sustainable agriculture resource center that will benefit the community. The selected company/organization will provide planning, management, technical, and operational support to advance the application of effective

sustainable agriculture practices in Mesa County and serves as a resource center for the community.

The selected company/organization will identify additional resources and collaborate with multiple local partners and stakeholders needed to implement the plan. The City anticipates that Prospective Offerors will submit suggestions for the development of a sustainable agriculture program based on their previous experience for similar programs and adapted to the local conditions and resources.

The scope of services will include:

Developing Sustainable Agriculture Concepts

The selected company/organization shall identify sustainable agriculture concepts that would be suitable for the Hallenbeck Ranch, support the City's strategic plan, and provide beneficial resources to the community. Potential concepts that should be considered should include but not be limited to:

- Agricultural business incubator
- Agricultural research
- Cattle ranching incorporating conservation practices to improve wildlife habitat, water quality, and grass and soil health
- Agricultural tourism
- Alternate low water use crops
- Aquaponics
- Raised bed gardening
- Native plant education
- Beneficial insects
- Outdoor wilderness, hiking trails
- Hunting
- Camping
- Recreation (e.g., hiking, biking trails, fishing)
- Event / Meeting Facilities
- Education/Demonstration Center
- Environmental flows in the North Fork of Kannah Creek
- Solar energy
- Hydropower

Collaborate with Partners and Stakeholders

The City has partnered with several organizations that have offered consultation and input about sustainable agriculture concepts. These organizations include CSU Extension, Western Colorado Community College, Colorado Parks & Wildlife, and the Grand Junction Parks and Recreation Department. The selected company/organization will collaborate with these organizations and identify other partners and stakeholders, such as educational institutions and non-profit agencies, that have an interest in participating in the program.

Financial Management Plan

The selected company/organization shall develop a financial management plan that identifies potential financial resources including grants and public/private partnerships.

Implementation Plan

The selected company/organization shall develop an implementation plan for the sustainable agriculture program that identifies initial projects, pilot scale operations, full scale operations, funding mechanisms, and integration with community stakeholders.

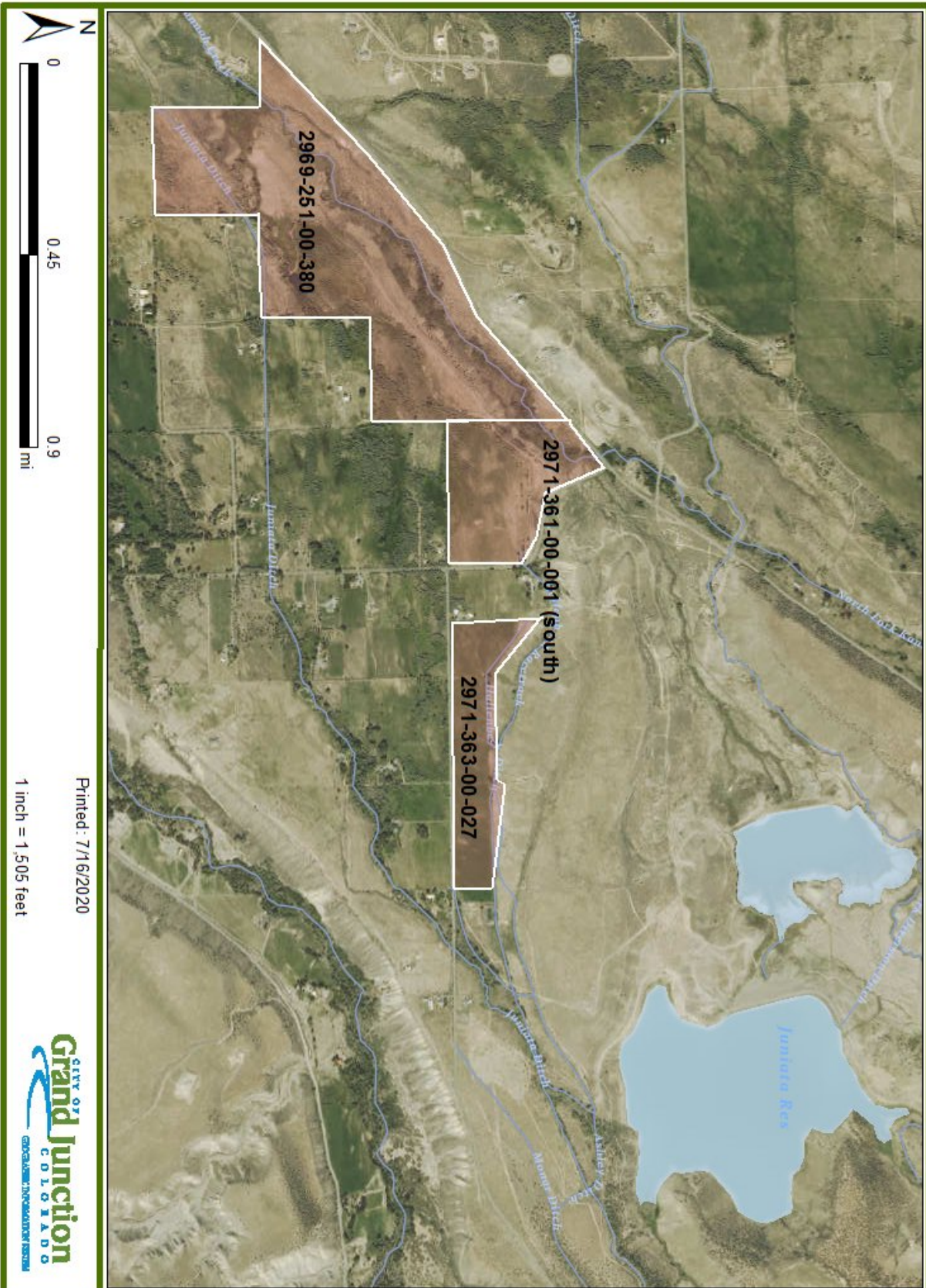
Management and Operational Support

The selected company/organization will provide management, technical, and operation support to implement the sustainable agriculture plan. These services should include labor, organization and oversight of partner resources, preparing grant applications, and executing phases of the implementation plan.

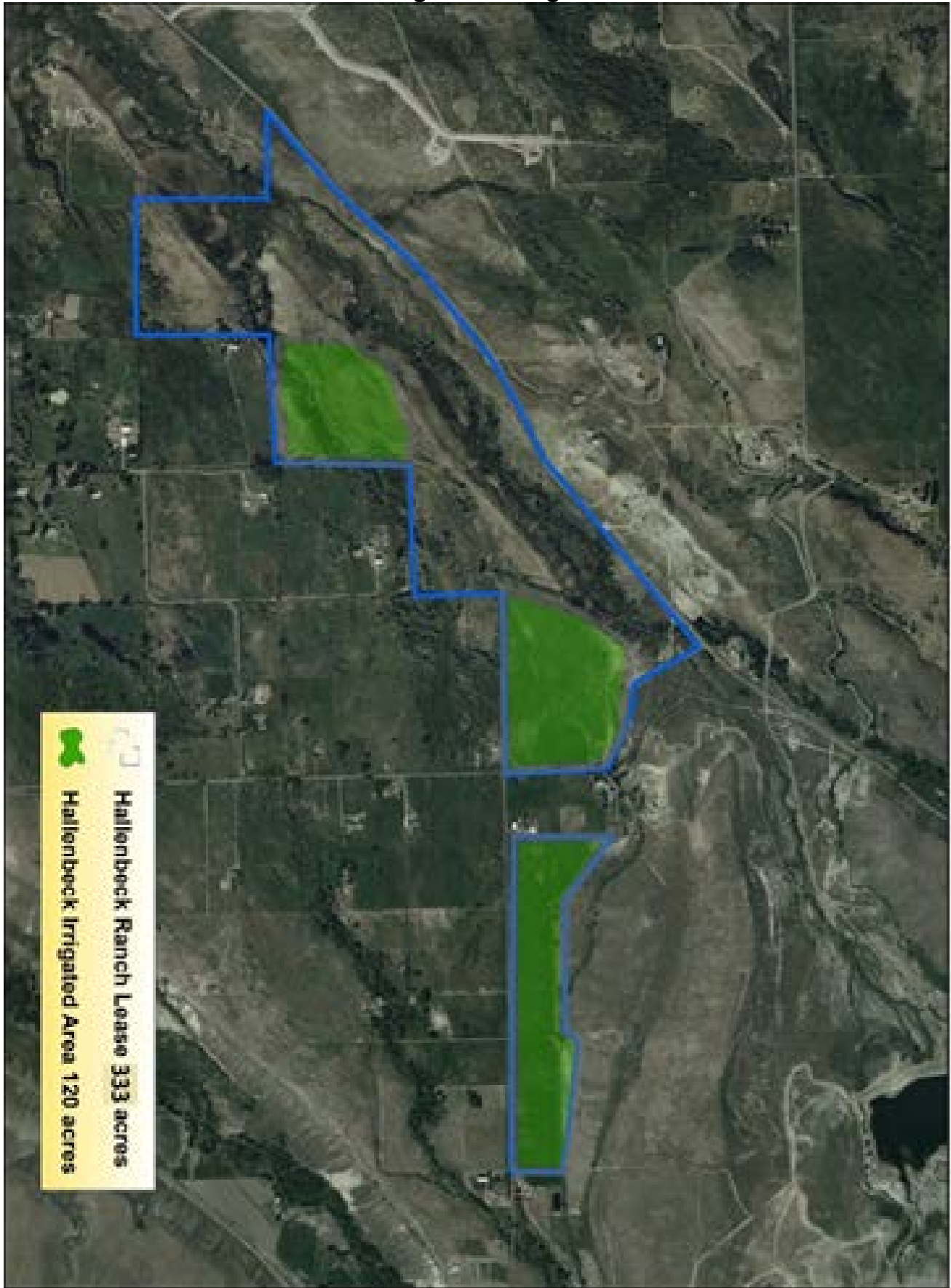
Attachments

Attachment 2 – Hallenbeck Ranch Parcels

Hallenbeck Ranch Parcels

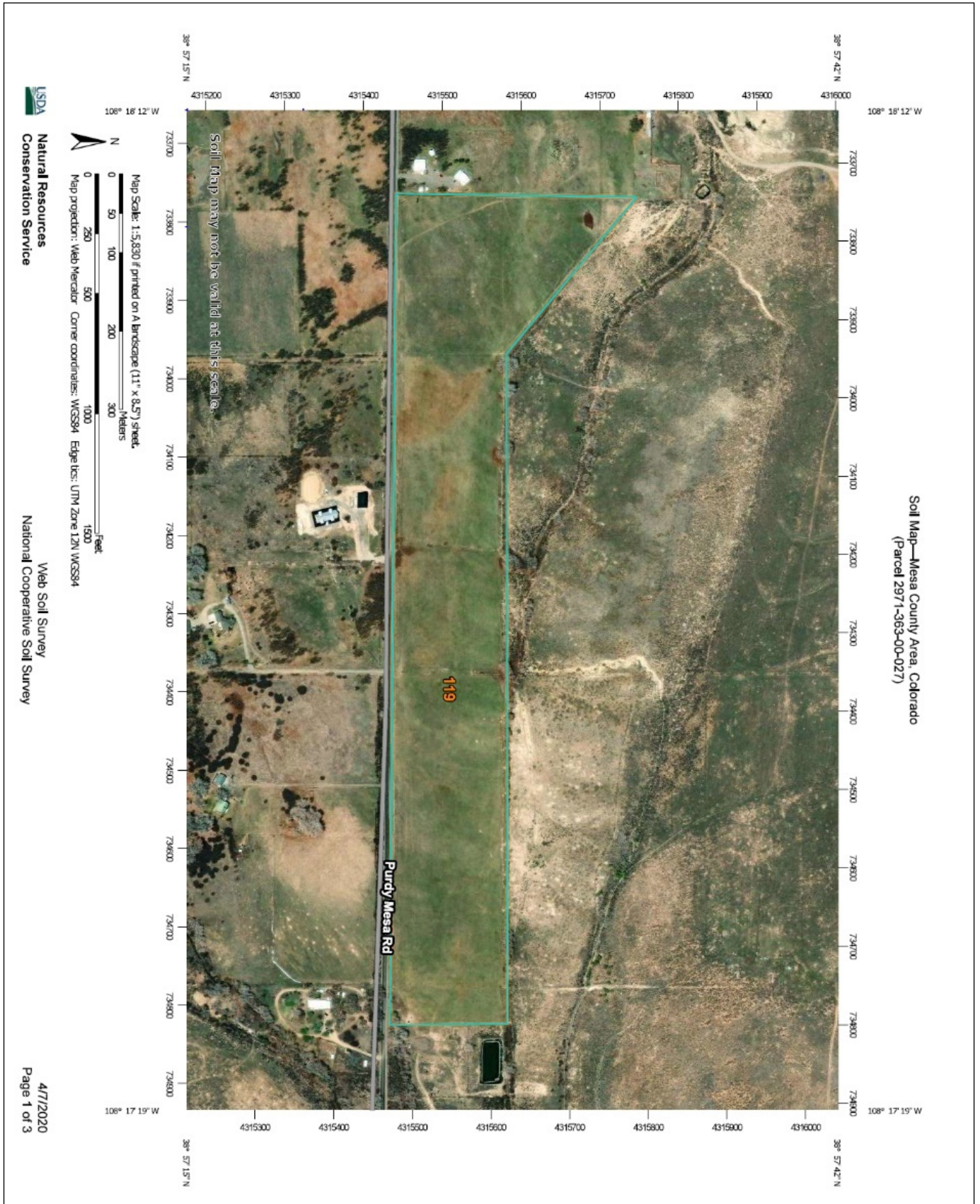


Attachment 3 – Hallenbeck Ranch Irrigated Acreage

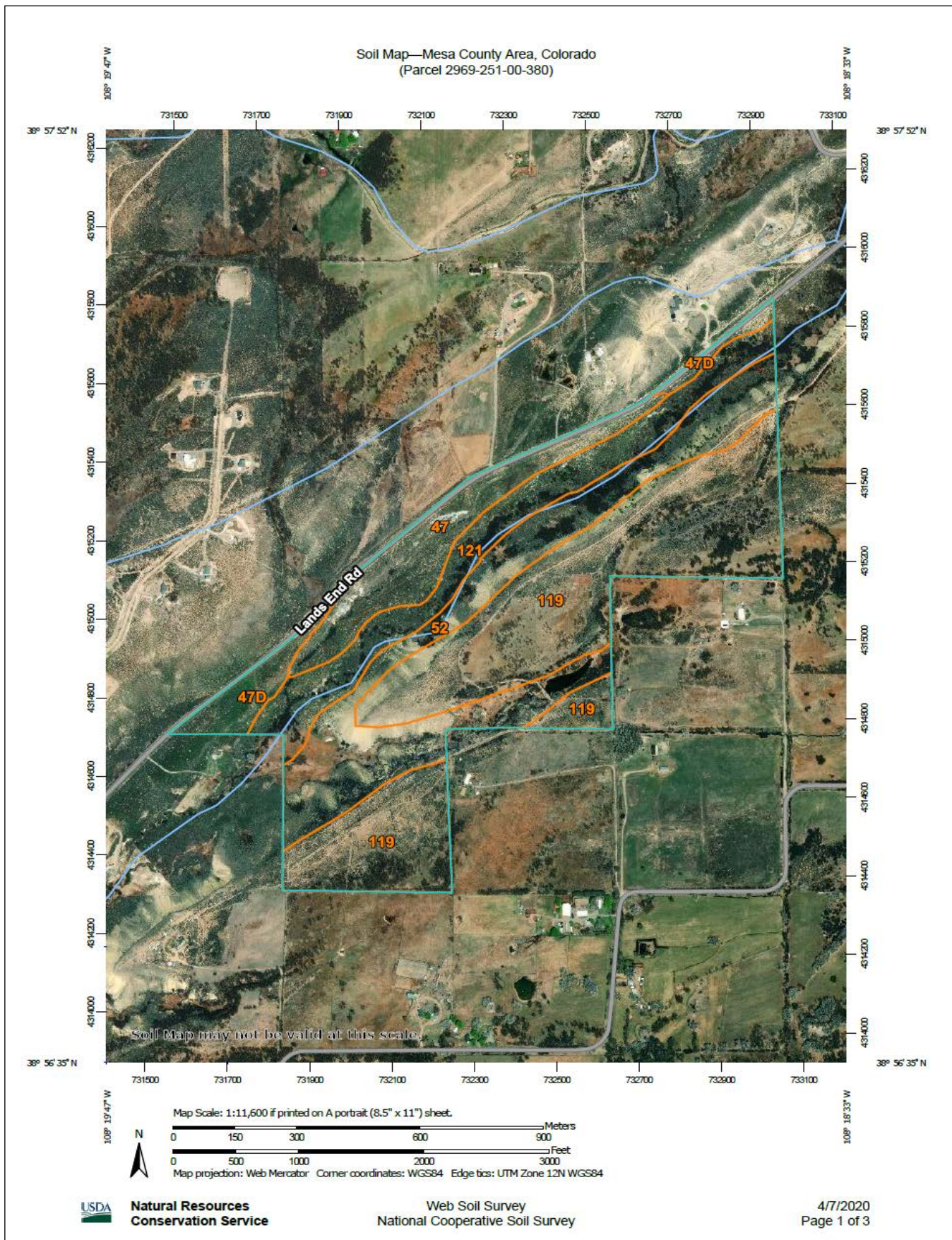


Hallenbeck Ranch Lease

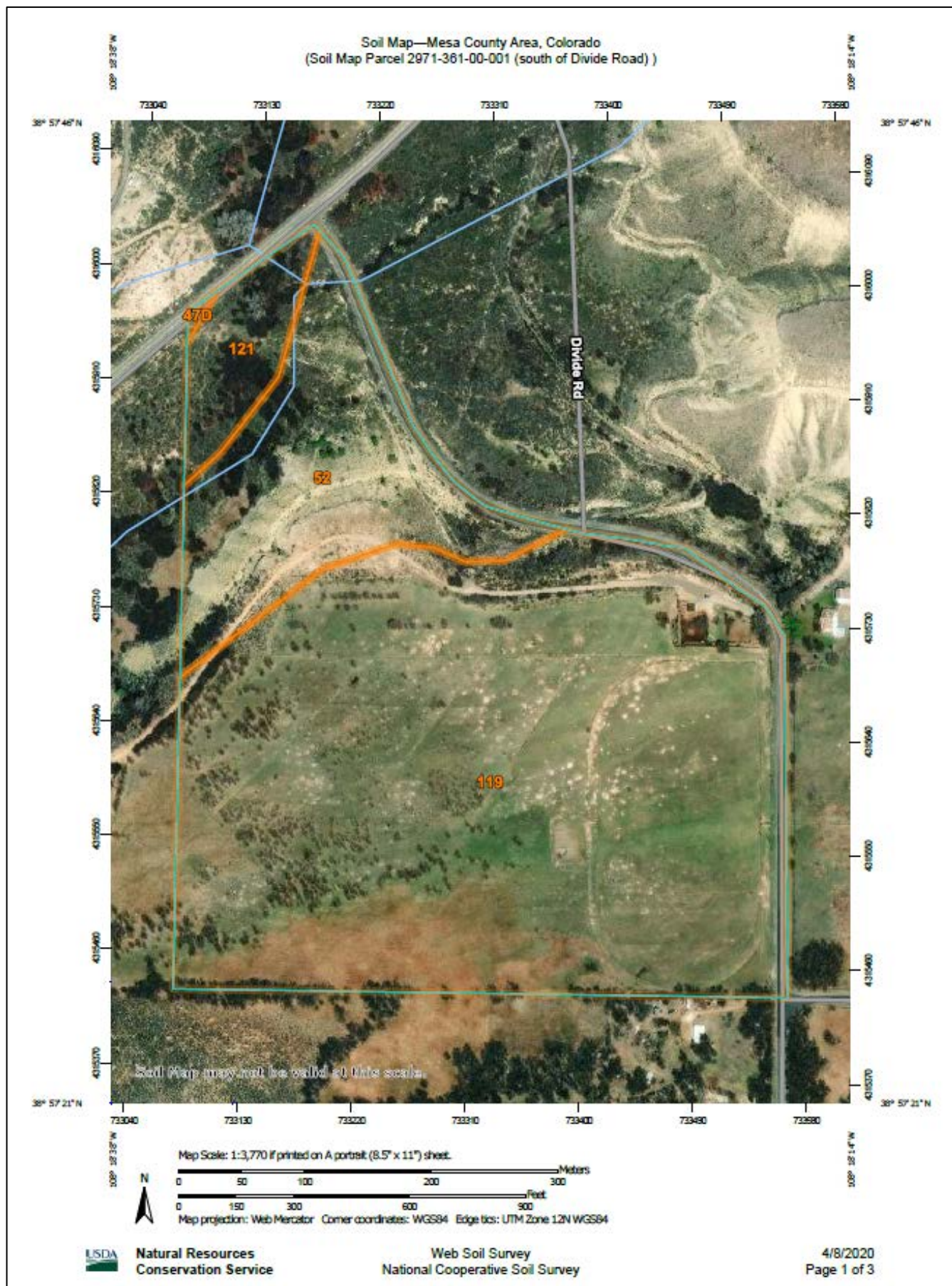
Attachment 4 – Soil Map Parcel 2971-363-00-027



Attachment 5 – Soil Map Parcel 2969-251-00-380



Attachment 6 – Soil Map Parcel 2971-361-00-001 (south of Divide Road)



Special Conditions/Provisions:

Oral Interviews: Should the Owner determine interviews are necessary, only respondents who demonstrate the required qualifications and experience for this project will be considered for participation in oral presentations. It is the intent of the Owner to invite those firms that are determined to be qualified to be a participant in the creation of a qualified pool of firms, to prepare a detailed pricing proposal and participate in oral interviews for the required services.

Fees: DO NOT INCLUDE ANY PRICING OR FEE SCHEDULES WITH YOUR SUBMITTAL TO THIS SOQ. If your firm is selected as one of the finalists, you may be invited for an oral interview. Upon completion of interviews, and a final preferred proposer is selected, the evaluation committee will negotiate the final scope of work/services, and then request pricing from the preferred proposer, based upon the final scope. All fees will be considered by the Owner to be negotiable based on the final scope of work/services and deliverables.

Short Listed Firms: Finalist, short listed firms, may be provided detailed questions developed by the evaluation committee during the review process that finalists will be required to respond. Firms will be limited to a previously determined amount of time for their presentations. Presentations should be made by principals and key personnel who can respond to any additional questions the evaluation team may pose during the oral interviews. Presentations are to be professional in nature, but concise and to the point with illustrations relevant to the firm’s abilities with regard to the prospective project. Visual aids to include Power Point or other objective information that will assist the evaluation team are recommended, but not required.

Should the Owner not be able to agree on the details of the contract with the top rated firm through good-faith negotiations, they will proceed to the next highest ranked firm and enter into negotiations.

Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

ANTICIPATED SCHEDULE OF ACTIVITIES

- | | |
|---|------------------------------|
| • Statement of Qualifications Available | August 7, 2020 |
| • Non-Mandatory Pre-Proposal/Site Visit Meeting | August 27, 2020 |
| • Non-Mandatory Virtual Pre-Proposal Meeting | August 27, 2020 |
| • Inquiry Deadline (no questions after this date) | September 10, 2020 |
| • Addendum Posted | September 15, 2020 |
| • Due Date for Submittals | September 24, 2020 |
| • Owner Evaluations and Review | September 25-October 8, 2020 |
| • Interviews (if required) | October 15, 2020 |
| • Negotiations (if required) | October 16-27, 2020 |
| • Contract Execution | Upon successful negotiations |
| • Contract Services Begin | Upon Contract Execution |

ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidssystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in the section titled “Administrative Requirements and Instructions”. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to H**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the Owner and include prior experience in the development of master plans, specifically for wastewater treatment plants for counties and municipalities.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this SOQ. Describe the proposed strategy and/or plan for achieving the objectives of this SOQ. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the SOQ objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of five summaries and project descriptions of at least five (5) projects completed within the last five (5) years similar in nature, scope, complexity and size. Include project information, and reference names, telephone numbers and email addresses for each project.
- E. Fees:** See Item titled “Fees” under the Special Conditions/Provisions section.
- F. Financial Statements:** **DO NOT SUBMIT FINANCIAL STATEMENTS WITH PROPOSAL.** If Owner deems necessary, Proposer shall provide a financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations under the terms of this

SOQ. If requested by the Proposer, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

G. Solicitation Response Form: Proposers shall complete and submit the attached Solicitation Response Form with their proposal response.

H. Additional Data (optional): Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

EVALUATION CRITERIA AND FACTORS

Evaluation: An evaluation team shall review all responses and select proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.

Intent: Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (**with weighted values**):

- **Responsiveness of Submittal to the RFP (1)**
(Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
- **Understanding of the Project and Objectives (2)**
(Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- **Experience (4)**
(Firm's proven proficiency in the successful completion of similar projects.)
- **Necessary Resources/Capability (3)**
(Firm has provided sufficient information proving their available means to perform the required scope of work/service; to include appropriate bonding, insurance and all other requirements necessary to complete the project.)
- **Strategy & Implementation Plan (6)**
(Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, contractor, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

Should the Owner not be able to agree on the details of the contract with the top rated firm through good-faith negotiations, they will proceed to the next highest ranked firm and enter into negotiations.

Oral Interviews (if required): It is the Owner's intent to invite (if required) up to three of the most qualified rated Offerors to participate in oral interviews.

Award: Firms shall be ranked or disqualified based on the criteria listed herein. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Offeror.

SOLICITATION RESPONSE FORM

SOQ-4818-20-DH "Professional Consulting Services for Development of Sustainable Agricultural Plan for Hallenbeck Ranch"

Offeror must submit entire Form completed, dated and signed.

The Owner reserves the right to accept any portion of the services to be performed at its discretion

The undersigned has thoroughly examined the entire Statement of Qualifications and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services in accordance with the terms and conditions contained in this Statement of Qualifications and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices, when submitted, have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. Payment Terms _____.

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

State number of Addenda received: _____.

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

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date