



Statement of Qualifications SOQ-4912-21-SH

VACANT PROPERTY REDEVELOPMENT 230 South 5th Street

RESPONSES DUE:

August 24, 2021 Prior to 3:00 P.M.

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

www.bidnetdirect.com/colorado

(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:

Susan Hyatt
susanh@gjcity.org
970-244-1513

NOTE: All City solicitation openings will continue to be held virtually.

This solicitation has been developed specifically for a Request for Proposal 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 **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

1.0 ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

1.1 Issuing Office: This Statement of Qualifications (SOQ) is issued by the City of Grand Junction, Colorado on behalf of the Downtown Development Authority (DDA). All contact regarding this SOQ is directed to:

SOQ Questions:

Susan Hyatt or Kassy Hackett
susanh@gjcity.org kassyh@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.

1.2 The Owner: The Owner is the Downtown Development Authority (DDA) and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.

1.3 Procurement Process: Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).

1.4 Purpose: The Owner is requesting qualifications from qualified, experienced Developers in order to determine how best to redevelop the property located at 230 South 5th Street. Property options could include commercial, residential or mixed-use projects. This solicitation may be the first of a two-phase process. The second phase may or may not be needed based on the number of responses received.

1.5 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.

1.6 Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website, www.bidnetdirect.com/colorado. The uploaded response shall be a single PDF document with all required information included 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.) For proper comparison and evaluation, the Owner requests that proposals be formatted as directed in “Submittal 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**)

Please join the virtual bid opening for Vacant Property Redevelopment SOQ-4912-21-SH Bid Opening on GoToConnect from your computer using the Chrome browser. <https://app.goto.com/meet/812796333>
You can also dial in using your phone.
Dial-In
(646) 749-3335
Access Code
812-796-333

1.7 Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion: The bidder/offeror certifies, by submission of this qualification 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.

1.8 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.

1.9 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.

1.10 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.

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

1.12 Addenda: All Questions shall be submitted in writing to the City Purchasing Representative. 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 Bidnet at www.bidnetdirect.com/colorado. Addenda will also be posted on the City of Grand Junction web page at <https://www.gjcity.org/501/Purchasing-Bids>. Offerors shall acknowledge receipt of all addenda in their response.

1.13 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.

1.14 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.

1.15 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 entitled "Confidential Material". Disqualification of a submittal does not eliminate this right.

1.16 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.

1.17 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.

2.0 SOLICITATION TERMS AND CONDITIONS

2.1 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.

2.2 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 anyone, 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.

2.3 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.

2.4 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.

2.5 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 City issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.

2.6 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.

2.7 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 discovery 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.

2.8 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 City Purchasing Division.

2.9 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.

2.10 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.

2.11 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.

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

2.13 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 submittal documents. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.

2.14 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.

2.15 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.

2.16 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.

2.17 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 workers without authorization 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).

2.18 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.

2.19 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.

2.20 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.

2.21 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.

2.22 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.

2.23 Indemnification: Offeror shall defend, indemnify and save harmless the City, 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.

2.24 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.

2.25 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.

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

2.27 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 City.

2.28 Patents/Copyrights: The Offeror agrees to protect the City and the DDA 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.

2.29 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.

2.30 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.

2.31 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.

2.32 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 City Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.

2.33 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.

2.34 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.

2.35 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.

2.36 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.

2.37 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.

2.38 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.

2.39 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.

2.40 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.

2.41 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.

3.0 DEFINITIONS

"Developer" 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.

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.

"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 City any error, inconsistency or omission he may discover. Offeror shall not be liable to the City for any damage resulting from such errors, inconsistencies or omissions. The Offeror shall not commence services without clarifying such.

4.0 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 City. 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 Developer'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 City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Developer. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Developer shall be solely responsible for any deductible losses under any policy required above.

5.0 OVERVIEW AND INFORMATION

Throughout this Statement of Qualifications (SOQ) process, it is the intent of the Owner to hire a professional development firm with technical and performance information for ideas or concepts to provide intended uses and how the project will be integrated with the surrounding area as well as its economic benefit.

The vacant property at 230 South 5th Street was formerly occupied by Greyhound and Bustang and represents an important gateway into Downtown Grand Junction.

6.0 SOQ GOALS

It is the intent of this SOQ to provide interested firms 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.

7.0 SCOPE OF SERVICES

7.1 Background:

This vacant property is located within the Central Business District of Downtown Grand Junction. The recently adopted Downtown Plan of Development "Vibrant Together" highlights the importance of creating infill development in the Downtown area. The property was acquired with the intent of developing an infill opportunity that will spur economic activity in Downtown Grand Junction.

Link to Downtown Plan:

https://issuu.com/downtowngjc/docs/vibrant_together_final_plan_mid_res_digital_format/1?ff

This property is zoned B-2, Downtown Business, a flexible zone district calling for concentrated downtown retail, service, office and mixed use, including residential. The property is also within the Central Business District Core Area Zoning Overlay which provides additional flexibility and design options appropriate in a downtown context. Goals and policies in the CBD Core Area promote the activation of the streets through emphasis on higher pedestrian traffic and minimized building setbacks; and encourage high quality, compatible design, high density, mixed-use development, two story minimum and shared parking. The property is also located within the City's Redevelopment Area so redevelopment of the property will qualify for a reduced transportation impact fee (Transportation Capacity Payment).

The DDA will consider all potential uses of the property that maximize the potential of this prime infill site. The DDA's level of participation will depend on the type, intensity and quality of development proposed.

Below is an aerial map view of the property:



7.2 Property Description:

GIS Map Link to Property:

(https://emap.mesacounty.us/assessor_lookup/Assessor_Parcel_Report.aspx?Account=R064159)

Legal Description: LOT 27 TO 32 INC BLK 126 TOWN OF GRAND JUNCTION FIRST DIVISION RESURVEY SEC 14 1S 1W UM RECD 10/6/1885 RECPT NO 3206 MESA CO RECDS

Parcel Number: 2945-143-29-008

Zoning: B-2.

Property Use Code: 2130, 2230

Mesa County Assessor Account Number: R064159

7.3 Resources:

- Downtown Housing Market Analysis: (See Attached);
- Zoning and Development Code

(<http://www.codepublishing.com/co/grandjunction/html2/GrandJunction21/GrandJunction21.html>);

- Greater Downtown Plan
(<http://www.codepublishing.com/co/grandjunction/html3/GrandJunction36/GrandJunction36.html>);
- Greater Downtown Overlay
(<http://www.codepublishing.com/co/grandjunction/html2/GrandJunction24/GrandJunction24.html>)

7.4 Required Improvements: The redevelopment of the Property will entail the completion of any and all improvements that may be required for property redevelopment. These may include improvements adjacent to the Property, or any other public right-of-ways involved in a development.

7.5 Additional Information:

- Maximum building height is 90'. Up to an additional 25% increase in height can be considered by Planning commission.
- Minimum of two stories in height.

7.6 Tentative Calendar of Events:

- | | |
|--|------------------------------|
| • Statement of Qualifications available or about | August 3, 2021 |
| • Inquiry deadline, no questions after this date | August 13, 2021 at 5:00 P.M. |
| • Addendum issued, if needed | August 17, 2021 |
| • Submittal deadline for proposals | August 24, 2021 at 3:00 PM |
| • Evaluation of proposals | August 25-31, 2021 |
| • Interviews (if required) | TBD |
| • Final selection | September-October 2021 |

7.8 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 the 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.

7.9 Questions Regarding Scope of Services:

Susan Hyatt, Senior Buyer or Kassy Hackett, Buyer
susanh@qjcity.org kassyh@qjcity.org

8.0 SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website, www.bidnetdirect.com/colorado. The uploaded response shall be a single PDF document with all required information included. This site offers both "free" and "paying" registration options that allow for full access of the City's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) (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 **G**. Submittals received that fail to follow this format may be ruled non-responsive.

- A. Cover Letter:** A brief cover letter shall be provided which explains the Developer'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. Include background information and capabilities of your firm's principals and the individual staff to be assigned to this project. For each key team member, submit a brief narrative of previous experience. Provide evidence of your experience and expertise with regard to this project.
- C. Development Plan Approach:** Describe your (the firm's) interpretation of the Owner's objectives with regard to this SOQ.
- 1 Describe the proposed strategy and/or plan for achieving the objectives of this SOQ. A conceptual site plan with visual depiction and detailed information relative to building size, architectural character and site data is desired.
 - 2 Include Team Structure of your firm containing a description of the composition of your development team.
 - 3 Conduct a Return of Investment Analysis to determine the right mix of units and the investment required and likely impact on the city's tax base and related services.
 - 4 Provide a summary of the development concept, including potential funding sources and long-term management strategies.
 - 5 Discuss the concept's compliance with the current Zoning Ordinance.
 - 6 Explain the economic benefits to the surrounding area.
 - 7 Outline any potential financial risks and anticipated roadblocks.
 - 8 Include any suggestion or advice regarding the design, implementation, management, technology, etc. of this contemplated development. Detail what additional information or clarifications would be necessary in order to prepare a comprehensive future Request for Proposals.
 - 9 The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy these requirements.

- 10 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.
- 11 Include a **time schedule** for completion of your firm's development plan.

- D. References:** A minimum of three summaries and project descriptions of at least three (3) projects completed within the last ten (10) years similar in nature, scope, complexity and size. Include project information, and reference names, telephone numbers and email addresses for each project.
- E. Financial Statements:** **DO NOT SUBMIT FINANCIAL STATEMENTS YOUR 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.
- F. Solicitation Response Form:** Proposers shall complete and submit the attached Solicitation Response Form with their proposal response.
- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

9.0 EVALUATION CRITERIA AND FACTORS

9.1 Evaluation: An evaluation team consisting of Downtown Grand Junction staff and Board Members 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.

9.2 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 Statements. The following parameters will be used to evaluate the submittals.

The following collective criteria shall be worth 100%

- **Responsiveness of submittal to the SOQ. (10%)**
(Developer 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 the objectives (15%)**
(Contractor's ability to demonstrate a thorough understanding of the Owner's goals pertaining to this specific project.)
- **Experience (20%)**
(Firm's proven proficiency in the successful completion of similar projects.)
- **Necessary Resources/Capability (25%)**
(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.)
- **Development Plan Approach (30%)**
(Firm has provided a clear interpretation of the Owner's objectives regarding the project, and a fully comprehensive plan to achieve successful completion. See 8.0 Submittal Requirements and Instructions, Item C. – Development Plan Approach 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.

9.3 References: References of the short-listed firms will be assessed during the final phase of the evaluation process.

9.4 Oral Interviews: The Owner may invite the most qualified rated proposers to participate in oral interviews.

9.5 Award: Firms shall be ranked or disqualified based on the criteria listed in 9.2. The Owner reserves the right to consider all the information submitted and/or oral presentations, if required, in selecting the Consultant.

10.0 SOLICITATION RESPONSE FORM
SOQ-4912-21-SH "Vacant Property Redevelopment 230 South 5th Street"

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 regarding 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.
- Owner 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. The Owner reserves the right to consider any such discounts when determining the bid award that are no less than Net 10 days.

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