



**Request for Proposal  
RFP-5303-23-DD  
Purchase and/or Lease for Development of  
Properties Located at  
220 S. 1<sup>st</sup> Street, 225 S. 2<sup>nd</sup> Street and  
159 Colorado Avenue  
Grand Junction, CO**

**RESPONSES DUE:**

December 6, 2023, prior to 2:00 PM MDT

*Accepting Electronic Responses Only Submitted  
Through the Rocky Mountain E-Purchasing System (RMEPS)  
[www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)*

**NOTE:** 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 directly to resolve issue prior to the response deadline. (800-835-4603)

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

**PURCHASING AGENT:**

Dolly Daniels, Senior Buyer  
Acting as the Purchasing Agent  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)  
970-256-4048

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# REQUEST FOR PROPOSAL

## SECTION 1.0: ADMINISTRATIVE INFORMATION AND CONDITIONS FOR SUBMITTAL

**NOTE:** It is the Proposer's responsibility to read and review the Solicitation documentation in its entirety, and to ensure that it has a clear and complete understanding of not only the scope, specifications, and project requirements, but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies that are associated with the Solicitation process and project/services being solicited.

- 1.1 A.D.A Document Compliance Requirements:** All service documents, and/or bid/Proposal documents submitted, as a result of this Solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the Colorado technology standards.
- 1.2 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP shall be directed to:
- Dolly Daniels, Senior Buyer,  
Acting as the Purchasing  
Agent [dollyd@gjcity.org](mailto:dollyd@gjcity.org)
- With the exception of pre-bid or site visit meeting(s), all questions, inquiries, comments, or communication pertaining to this Solicitation (whether process, specifications, scope, etc.) must be directed in writing to the Purchasing Agent. Other communication may result in disqualification.
- 1.3 Purpose:** The purpose of this RFP is to obtain Proposals from qualified professional Offerors to purchase and/or lease and develop property within Downtown Grand Junction for the purposes of lodging, residential and/or commercial development.
- 1.4 The Owner:** The Owner is the City of Grand Junction and is referred to throughout this Solicitation. The term Owner means the Owner or its authorized representative.
- 1.5 Non-Mandatory Pre-Proposal Briefing:** One virtual pre-proposal briefing will be offered to all Proposers interested in this Project. Attendance at this meeting is not mandatory but recommended for those intending to submit a response to this RFP. The briefing will be held via Virtual Go To Meeting, downloading the app in advance of the briefing is recommended.

**The Pre-Proposal briefing shall be held on Friday, November 17, 2023, from 11:00 am to 12:00 pm MDT.**

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

**Pre-Proposal Virtual Meeting Purchase and/or Lease for Development of Properties Located at 220 S. 1st Street, 225 S. 2nd Street and 159 Colorado Avenue Nov 17, 2023, 11:00 AM – 12:00 PM (America/Denver)**

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

<https://meet.goto.com/649063717>

You can also dial in using your phone.

**Access Code:**

**649-063-717**

**United States:**

**[+1 \(646\) 749-3122](tel:+16467493122)**

Join from a video-conferencing room or system.

**Meeting ID:**

**649-063-717**

**Dial in or type:**

**67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)**

**Or dial directly:**

**649063717@67.217.95.2 or 67.217.95.2##649063717**

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

- 1.6 Compliance:** All Offerors submitting a Proposal agree to comply with all conditions, requirements, and instructions of this Request for Proposal (RFP) as stated or implied herein or modified by addenda. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Agent prior to the submittal deadline.
- 1.7 Procurement Process:** The most current version of the [Purchasing Policy and Procedure Manual](#) applies to this Solicitation.
- 1.8 Submission:** See Section 4.0 of this Solicitation for Preparation and Submittal Terms. Proposals shall be formatted as directed in Section 4. Proposals that fail to follow the format may be found non-responsive. To participate in the Solicitation opening, please utilize the following information and link:

**Proposal Opening for RFP-5303-23-DD Purchase and/or Lease for Development of Properties Located at 220 S. 1st Street, 225 S. 2nd Street and 159 Colorado Avenue Grand Junction, CO Dec 6, 2023, 2:00 – 2:30 PM (America/Denver)**

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

<https://meet.goto.com/368344509>

You can also dial in using your phone.

**Access Code:**

**368-344-509**

**United States:**

**[+1 \(224\) 501-3412](tel:+12245013412)**

Join from a video-conferencing room or system.

**Meeting ID:**

**368-344-509**

**Dial in or type:**

**67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)**

**Or dial directly:**

**368344509@67.217.95.2 or 67.217.95.2##368344509**

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

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

- 1.9 Altering Proposals:** Any alteration(s) made prior to opening date and time must be initiated by the Offeror. Proposals may not be altered or amended after the submission deadline.
- 1.10 Withdrawal of Proposal:** A Proposal must be valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award.
- 1.11 Acceptance of Proposal Content:** The selected Proposal shall become a part of the Contract. Failure of the successful Offeror to accept these obligations in the Contract shall result in cancellation of the award and such Offeror shall be removed from future Solicitations. When a Contract is executed by and between the Offeror and the City, the Offeror may be referred to as the “Consultant” or “Firm/Developer”.
- 1.12 Addenda:** All questions shall be submitted in writing to the Purchasing Agent. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Purchasing Agent. Sole authority to authorize addenda shall be vested in the Purchasing Agent. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). Offerors shall acknowledge receipt of all addenda in its Proposal.
- 1.13 Exceptions and Substitutions:** All Proposals meeting the intent of this RFP shall be considered for award. An Offeror taking exception to the specifications shall do so at its 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 any exception(s) in the section to which it pertains to. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates that the Offeror has not taken exception(s), and if awarded a Contract, shall hold the Offeror responsible to perform in strict accordance with the specifications of the Contract.
- 1.14 Confidential Material:** All materials submitted in response to this RFP 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**” and uploaded as a separate document may establish the informally confidential or proprietary. Any material to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with the Colorado Open Records Act (CORA), the request shall be reviewed and decided by the Owner. If denied, the Offeror shall have the opportunity to withdraw its Proposal, or to remove the confidential or proprietary information. Neither cost nor pricing information nor the entire Proposal may be claimed as confidential or proprietary.

- 1.15 Response Material Ownership:** All Proposals 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 Proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any Proposal received in response to this RFP, subject to limitations outlined in the section titled "Confidential" or "Proprietary". Disqualification of a Proposal does not eliminate the City's right.
- 1.16 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmatively demonstrate its 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:** All Proposals shall be open for public inspection after the Contract is awarded.
- 1.18 Sales Tax:** The Owner is exempt from State, County, and Municipal Taxes, and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.19 Public Opening:** Proposals shall be received and publicly opened in a virtual meeting following the Proposal deadline. Offerors, its representatives and interested persons may attend. Proposals shall be received and acknowledged only so as to avoid disclosure of process. Only the name(s) and business address of the Offerors will be disclosed.

## **SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS**

- 2.1 Acceptance of RFP Terms:** A Proposal submitted in response to this RFP shall constitute a binding offer which shall be acknowledged by the Offeror on the Letter of Interest or Cover Letter. The Offeror must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a Proposal, the Offeror accepts all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its Proposal and the Owner's RFP requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP. A Proposal that includes terms and conditions that do not conform to the terms and conditions of this RFP 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.
- 2.2 Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Offeror. By executing the Contract, the Offeror represents that it has familiarized itself with the local conditions under which the Service is to be performed and correlated its 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 Contract Documents is to include all

labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Services as defined in the technical specifications and/or drawings contained herein.

- 2.3 Permits, Fees, and Notices:** The Developer shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the Services. The Developer shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Service. If the Developer observes that any of the Contract Documents are at variance in any respect, Developer shall promptly notify the Purchasing Agent in writing, and any necessary changes will be made. If the Developer performs any Services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Purchasing Agent, Developer shall assume full responsibility and shall bear all costs attributable.
- 2.4 Responsibility for Those Performing the Service:** The Developer shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Service under a contract with the Developer.
- 2.5 Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Developer to the Owner for the performance of the Service(s) under the Contract.
- 2.6 Changes in the Service:** 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 Service 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 Developer signed by the Purchasing Agent issued after the execution of the Contract, authorizing a change in the Service or an adjustment in the Contract sum or the Contract time.
- 2.7 Minor Changes in the Service:** The Owner shall have authority to order minor changes in the Service 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.
- 2.8 Uncovering and Correction of Service:** The Developer shall promptly correct all Service found by the Owner as defective or as failing to conform to the Contract Documents. The Developer shall bear all costs of correcting such rejected Service, including the cost of the Owner's additional Services thereby made necessary. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Service under the above paragraphs shall be removed from the site where necessary and the Service shall be corrected to comply with the Contract Documents without cost to the Owner.
- 2.9 Acceptance Not Waiver:** The Owner's acceptance or approval of any Service furnished hereunder shall not in any way relieve the Developer of its present responsibility to maintain the high quality, integrity, and timeliness of its Service. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.

- 2.10 Change Order/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 change orders/amendments to the Contract shall be made in writing by the Purchasing Agent.
- 2.11 Assignment:** The Offeror shall not sell, assign, transfer or convey any Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.12 Compliance with Laws:** Proposals 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. Firm/Developer hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.13 Debarment/Suspension:** The Developer hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.14 Confidentiality:** All information disclosed by the Owner to the Developer for the purpose of the Service to be done or information that comes to the attention of the Developer during performing such Service is to be kept strictly confidential.
- 2.15 Conflict of Interest:** No public official and/or Owner employee shall have interest in any Contract resulting from this RFP.
- 2.16 Contract:** This RFP, 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 Proposal documents. The Contract may be amended or modified with Change Orders or Amendment.
- 2.17 Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Service 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 Service.
- 2.18 Cancellation of Solicitation:** Any Solicitation may be canceled by the Owner or any Solicitation response by an Offeror may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.19 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.
- 2.20 Employment Discrimination:** During the performance of any Services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:



- 2.20.1** 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.
- 2.20.2** 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.
- 2.20.3** 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.
- 2.21 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 servicers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of C.R.S. § 8-17.5-101, *et.seq.*
- 2.22 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.
- 2.23 Failure to Deliver:** In the event of failure of the Developer to deliver Services in accordance with the Contract, the Owner, after due oral or written notice, may procure the Services from other sources and hold the Developer responsible for any and all costs resulting in additional purchase and administrative Services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.24 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.
- 2.25 Force Majeure:** The Developer 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 Developer, unless otherwise specified in the Contract.
- 2.26 Indemnification:** The Developer shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Developer, or of any Developer's agent, employee, sub-contractor or supplier in the execution of, or performance under, any Contract which may result from Proposal award. Developer shall pay any judgment with costs which may be obtained against the Owner growing out of such injury or damages.

- 2.27 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.
- 2.28 Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner. All drawings, specifications, copies, and information furnished by the Owner are, and shall remain, Owner property.
- 2.29 Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or the Contract. Any/all modifications must be made in writing by the Owner.
- 2.30 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 RFP.
- 2.31 Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.32 Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the State of Colorado. Venue for any action arising out of or under the Contract shall be in District Court.
- 2.33 Expenses:** Expenses incurred in preparation, submission and presentation of a Proposal in response to this RFP are the responsibility of the Offeror and cannot be charged to the Owner.
- 2.34 Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado Law as a defense to any action arising out of or under the Contract.
- 2.35 Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits 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 Owner's fiscal year shall be subject to budget approval. The Contract will be subject to include a non-appropriation of funds clause, pursuant to Article X, Section 20 of the Colorado Constitution.
- 2.36 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 Offerors. The Owner may or may not, at the discretion of the Purchasing Agent, accept future Proposals for the same service or commodities for participants in such collusion.

- 2.37 Gratuities:** The Developer certifies and agrees that no gratuities or kickbacks were paid in connection with the Contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of the Contract. If the Developer breaches or violates this warranty, the Owner may, at its discretion, terminate this Contract without liability to the Owner.
- 2.38 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 the resulting Contract award.
- 2.39 Default:** The Owner reserves the right to terminate the Contract immediately in the event the Developer 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 obtain like services elsewhere and charge the full increase in cost to the defaulting Firm/Developer.
- 2.40 Multiple Offers:** If an Offeror chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make an award in the best interest of the Owner.
- 2.41 Definitions:**
- 2.41.1** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Firm to make an offer and/or submit a response (fee) Proposal in response to the Owner's RFP.
- 2.41.2** The term "Service" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.41.3** "Firm/Developer" is the person, organization, Firm/Developer, or consultant identified as such, and is referred to throughout the Contract Documents. The term Firm/Developer means the Firm/Developer or its authorized representative. The Firm/Developer shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Service, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Firm/Developer shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Firm/Developer shall not commence Service without clarifying Drawings, Specifications, or Interpretations.
- 2.42 Public Disclosure Record:** If the Offeror has knowledge of its employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

## SECTION 3.0: SPECIFICATIONS/SCOPE OF SERVICES

### 3.1 General/Background:

The properties that are the subject of this RFP are located within downtown Grand Junction. Together with adjacent segments of alley and street rights-of-way, the properties consists of approximately 2.4-acre developable property (“Property”). Refer to the Vicinity Map and Overview Site Aerial Photograph in the attached Exhibits.

The Property is zoned B-2 (Downtown Business) and within the Greater Downtown Core Central Business District Overlay. A portion of the Property is presently used as a surface parking lot for the Grand Junction Convention Center, and a portion was occupied by Mesa Pawn and Loan. The Mesa Pawn and Loan Building has been removed.

The recently adopted *Vibrant Together – A Plan of Development for Downtown* highlights the importance of creating infill development in the Downtown area with a particular focus on creating more residential activity. The Mesa Pawn property was acquired with the intent of developing an infill opportunity that will complement the activity at the Convention Center and spur economic activity in Downtown Grand Junction. The Plan may be found here: [https://issuu.com/downtowngjc/docs/vibrant\\_together\\_final\\_plan\\_mid\\_res\\_digital\\_format/1?ff](https://issuu.com/downtowngjc/docs/vibrant_together_final_plan_mid_res_digital_format/1?ff).

The Property may be offered for purchase and/or lease to the successful Developer, subject to the development restrictions set forth herein and mutually accepted terms. The Owner reserves the right to reject any or all responses.

The Property offers a unique opportunity to be a part of the downtown in a highly visible location along the I-70 Business Loop. The Property also abuts South 2<sup>nd</sup> Street which is expected to be revitalized into a walking promenade with the development of a Mobility Hub site just south of the Property. (Refer to the Mobility Hub and 2<sup>nd</sup> Street Promenade concepts in the attached Exhibits).

The City envisions the development of the Property as a vibrant high density mixed used area focusing on lodging and mixed use including residential, lifestyle retail, dining, and experiential services.

**Visitor Information.** Visit Grand Junction is the City of Grand Junction’s Destination Marketing Organization. The department has evolved into a data science department, utilizing state-of-the-art marketing strategies and data analysis, which has resulted in considerable growth in the hospitality industry as well as brand development in the Grand Junction area.

Grand Junction was honored to be listed on the New York Times “52 Places to Go in 2023.”

The lodging industry in Grand Junction continues to experience consistent growth, as exhibited in the following lodging tax collection increases (reflected as percent of change year-over-year):

Lodging tax collections through July 2023 YTD is 12.5 percent above July 2022 YTD.

Lodging tax collections for:  
2022 was 7.5 percent above 2021.  
2021 was 72.7 percent above 2020.  
2020 was 34.2 percent below 2019 (2020 - pandemic year)  
2019 was 5.1 percent above 2018.  
2018 was 7.4 percent above 2017.

### **Grand Junction Hotel Occupancy and ADR:**

July 2023 YTD hotel occupancy – 65.9 percent  
3.0 percent of change above July 2022 YTD

Grand Junction has achieved record hotel occupancy in four of the first seven months of 2023, for those specific months. The months were January, February, March, and April.

July 2023 YTD hotel ADR: \$106.85  
1.1 percent of change above the prior year for July YTD

Grand Junction has achieved record hotel ADR in three of the first seven months of 2023, for those specific months. The months were February, May, and June. June 2023 ADR of \$129.07 is the highest ADR achieved for any month in Grand Junction's history.

Ten months in 2022 had the highest ADR in the history of Grand Junction for each specific month's comparison. July and December were the excluded months.

July 2023 YTD RevPAR is 4.2 percent above July 2022 YTD RevPAR.

### **Grand Junction Compared to Colorado and the U.S.:**

*Colorado comparison for occupancy:*

Grand Junction's 65.9 percent July YTD occupancy – 1.1 percent of change above Colorado's 65.2 percent July YTD occupancy.

*U.S. comparison for occupancy:*

Grand Junction's 76.2 percent July 2023 occupancy – 10.3 percent of change above U.S. 69.1 percent July 2023 occupancy.

Grand Junction's 65.9 percent July 2023 YTD occupancy – 3.3 percent of change above U.S. 63.8 percent July 2023 YTD occupancy.

### **Room Inventory:**

Total room inventory in Grand Junction: 3,007 rooms from 31 hotel/motel businesses.

Total vacation home rental inventory in Grand Junction: 250 active and compliant vacation homes with 34 pending applications.

## Economic Impact:

Three separate economic impact studies (Tourism Economics, an Oxford Economics company; BBC Research & Consulting; and The Adams Group, Inc. estimate that 30 percent of the City sales tax collection is attributable to the direct impact of the tourism industry.

### City Sales Tax:

June 2023 YTD is 0.1 percent change above June 2022 YTD.

Key projections from industry experts (Tourism Economics and STR, a division of CoStar Group, Inc.), along with Visit Grand Junction's science-based data, indicate that hotel room rates for the U.S. and Grand Junction, CO, will continue to grow, and increased occupancy growth will continue into 2024.

- Grand Junction's 2024 hotel occupancy is projected to reach 66.9 percent, which will be a 1.5 percent change above 2023's projected ending occupancy of 65.9 percent.
- Grand Junction's 2024 ADR is projected to reach \$116.00, which will be a 5.3 percent change above 2023's projected ending ADR of \$110.12.

Further Visit Grand Junction [data and accomplishments can be found here.](#)

- 3.2 Non-Mandatory Pre-Proposal Briefing:** One pre-proposal briefing will be offered to all Proposers interested in this Project. Attendance at this meeting is not mandatory but recommended for all intending to submit a response to this RFP. The briefing will be held via Virtual Go To Meeting, downloading the app in advance of the briefing is recommended.

**Friday, November 17, 2023, 11:00 AM - 12:00 PM MDT**

**Please join my meeting from your computer, tablet, or smartphone.**

**Pre-Proposal Virtual Meeting Purchase and/or Lease for Development of Properties Located at 220 S. 1st Street, 225 S. 2nd Street and 159 Colorado Avenue  
Nov 17, 2023, 11:00 AM – 12:00 PM (America/Denver)**

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

<https://meet.goto.com/649063717>

You can also dial in using your phone.

**Access Code:**

**649-063-717**

**United States:**

**[+1 \(646\) 749-3122](tel:+16467493122)**

Join from a video-conferencing room or system.

**Meeting ID:**

**649-063-717**

**Dial in or type:**

**67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)**

**Or dial directly:**

**649063717@67.217.95.2 or 67.217.95.2##649063717**

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### 3.3 Resources/Scope of Services:

**Overview.** A vicinity map and an overview site plan of the Property has been included in the Exhibits attached to this RFP.

**Zoning.** The property is zoned B-2 (Downtown Business) and within the City's Greater Downtown Central Business District Overlay. In general, the zoning allows for a mix of business, commercial and high-density residential uses.

**Development Regulations.** The City's existing zoning and development code can be found here.

<https://www.codepublishing.com/CO/GrandJunction/#!/html2/GrandJunction21/GrandJunction21.html>.

The City is nearing completion of a significant update to the zoning and development code. The most current draft code can be found here: <https://www.gjcity.org/1221/Zoning-and-Development-Code-Update>

**Illustrative Drawings.** In early 2023, the City commissioned an architect to model the site and provide drawings of potential buildings that reflect the City's general vision for the site regarding density, community amenities, massing, and basic building form. Those drawings are intended to be illustrative in nature, and though the City found the concepts favorable, are not intended to be prescriptive regarding any Proposal, such as the building typology, architecture style, size, or location of the specific buildings. The illustrative drawings may be found in the attached Exhibits.

**Colorado Department of Transportation (CDOT) I-70 B South of Rood Avenue Improvements.** I-70 Business Loop is the backbone of the transportation system in Grand Junction, serving as a gateway to regional retail, interregional connections, commuters, employment centers and other local institutional facilities, recreational facilities, and neighborhoods. CDOT is in the final design phase of a project from south of Rood Avenue to approximately South 3<sup>rd</sup> Street which is adjacent to the subject property. Construction is scheduled for Spring – Fall 2024. The current plans are included in the attached Exhibits and more information about the project may be found here: [I-70 B South of Rood Avenue Improvements \(Design Phase\) – South of Rood Avenue to approximately Third Street — Colorado Department of Transportation \(codot.gov\)](#)

**Riverfront at Dos Rios to Downtown Pedestrian Bridge Project.** The proposed \$3.5 million Riverfront at Dos Rios to Downtown Pedestrian Bridge would be built from the south end of the historic D&RGW Depot property, which has a planned rehabilitation of its own south of the Mobility Hub project, up and over the Union Pacific train yard and Riverside Parkway with another endpoint near the Dos Rios mixed-use development occurring on the west side of the rail yard. While not yet designed, funded, or scheduled for construction, a graphic depicting this concept is included in the attached Exhibits.

**Required Improvements.** Each successful Developer will be responsible for the completion of site-specific improvements required for the use of the Property and associated building(s).

**Parking.** Any site Proposal shall maintain on-site the existing number of publicly available parking spaces (166). These stalls can be accounted for in a parking structure, or other surface parking configuration, as deemed appropriate by the Offeror. Properties within the B-2 zone district are currently required to meet parking requirements (see Zoning and Development code regulations). Those can currently be met through the provision of an alternative parking plan that, in general, allows parking to be off-site or accounted for in available and proximate on-street parking. The City is currently engaged in updating the Zoning and Development Code and the draft currently anticipates that this property will not be subject to minimum parking requirements.

**Environmental Issues.** A Phase 1 Environmental Site Assessment (ESA) of the site was completed in 2015 and in 2018, the City identified through core sampling the need for some environmental cleanup of miscellaneous debris based on initial investigations on land in the eastern portion of the Property. The site has historically been used as a pawn shop, equipment rental, and for equipment and vehicle repair and maintenance. In addition, the building on the site contained asbestos in ceiling tile, texture, and flooring. There was also a sand trap that led to an interior floor drain. Recommendations from the ESA included removing and properly disposing of all wastes, inspection, and removal of contents from the sand trap, and removal of an oil-stained soil area. Prior to demolition of the building, an asbestos study was to be conducted and a re-inspection of the premises was recommended once all remediation has been completed. Environmental remediation has been completed to the City's satisfaction to enable the acquisition of the Property. Refer to attached exhibits for completed Phase 1 Environmental Review.

**Redevelopment Incentive.** The Property is located within the City's Redevelopment Area which qualifies any proposed development for a reduction in the required Transportation Capacity Payment (TCP) development impact fees (currently 50% with an additional reduction per story of building).

**Downtown Development Authority/Business Improvement District.** A portion of the Property – the parcel addressed as 225 South 2<sup>nd</sup> Street previously occupied by Mesa Pawn and Loan – is included in the Downtown Business Improvement District (BID) that manages marketing and events in the district. The full extent of the property is located within the City's Downtown Development Authority district which utilizes tax increment financing (TIF) for improvements and grants within the District's boundaries.

The DDA adopted a Plan of Development in 2021 that can be found here: [https://issuu.com/downtowngjo/docs/vibrant\\_together\\_final\\_plan\\_mid\\_res\\_digital\\_format/1?ff](https://issuu.com/downtowngjo/docs/vibrant_together_final_plan_mid_res_digital_format/1?ff)

**GIS Maps.** Maps showing zoning, utilities, transportation, etc. can be found here: <https://external-gis.gjcity.org/Development%20Map%20External/>

**Written Agreements Required:** The selected Developer must be willing to enter into certain agreements with the Owner that describe the type, size, and timeframe for development. These agreements include, but may not be limited to:

1. Letter of Intent
2. Contract for the Purchase and/or Lease of the Property
3. Development Agreement



### 3.4 Attachments (Click on Links)

[Exhibit 1 Vicinity Map RFP-5303-23-DD.pdf](#)

[Exhibit 2 Overview Site Aerial Photograph RFP-5303-23-DD.pdf](#)

[Exhibit 3 Mobility Hub Concept RFP-5303-23-DD.pdf](#)

[Exhibit 4 2nd Street Promenade Concept RFP-5303-23-DD.pdf](#)

[Exhibit 5 Illustrative Site Drawings RFP-5303-23-DD.pdf](#)

[Exhibit 6 CDOT I-70 B South of Rood Avenue Improvements RFP-5303-23-DD.pdf](#)

[Exhibit 7 Riverfront at Dos Rios to Downtown Pedestrian Bridge Concept RFP-5303-23-DD.pdf](#)

[Exhibit 8 Environmental Site Assessment RFP-5303-23-DD.pdf](#)

### 3.5 RFP Tentative Time Schedule:

- |  |                          |
|--|--------------------------|
| • Request for Proposal available                 | October 18, 2023         |
| • Non-Mandatory Pre-Proposal Briefing            | November 17, 2023        |
| • Inquiry deadline, no questions after this date | November 20, 2023        |
| • Addendum Posted                                | November 21, 2023        |
| • Submittal deadline for Proposals               | December 6, 2023 2:00 PM |
| • Owner evaluation of Proposals                  | December 7 -15, 2023     |
| • Interviews (if required)                       | January 9 - 10 2024      |
| • Final selection                                | January 12, 2024         |
| • Letter of Intent                               | January 16 - 18, 2024    |
| • Contract execution                             | January 25 – 31, 2024    |

### 3.6 Questions Regarding Scope of Services:

Dolly Daniels Senior Buyer  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

## SECTION 4.0: PREPARATION AND SUBMITTAL OF PROPOSALS

- 4.1 **Submission:** Each Proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing (RMEPS) website: [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). *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 <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details.

Please Note: The Purchasing Agent 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 issues prior to the response deadline. RMEPS may be reached by calling 800-835-4603.

For proper comparison and evaluation, the City requests that Proposals be formatted as directed. 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 J** as listed below.

- A. Cover Letter:** Cover letter shall be provided which explains the Firm/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/Developer'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/Developer. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the Firm/Developer. By submitting a response to this Solicitation, the Firm/Developer agrees to all requirements herein.

When responding to this RFP include the area, acreage/square footage for which the Proposal includes. The following is the list of areas offered for sale or lease:

- 220 South 1<sup>st</sup> Street
- 225 South 2<sup>nd</sup> Street
- 159 Colorado Avenue
- Adjacent Colorado Avenue Right-of-Way North of 220 South 1<sup>st</sup> Street and 159 Colorado Avenue
- Adjacent East-West Alleyway Between of 220 South 1<sup>st</sup> Street/159 Colorado Avenue and 225 South 2<sup>nd</sup> Street

- B. Qualifications/Experience/Credentials:** Offeror shall provide its qualifications for consideration as a contract provider to the Owner and include prior experience in similar projects.

- C. Strategy and Implementation Plan:** Describe the Firm/Developer's interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm/Developer may utilize a written narrative or any other printed technique to demonstrate its 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 RFP objectives are accomplished. **Include:**

- **description of the proposed development, including estimate of number of residential units and commercial square footage**
- **intended uses and target market**
- **proposed benefits of project to area and/or community**
- **detailed schedule identifying the anticipated timing of the development**
- **estimated project costs and proposed method(s) of financing project**

- D. Conceptual Site Plan:** Provide a conceptual site plan of proposed development with detailed information relative to building size, architectural character, and site data. Please provide conceptual building elevation/rendering, if available.

- E. References:** A minimum of two (2) references with name, address, telephone number, and email address that can attest to the Offeror's experience in projects of similar scope and size.

- F. **Property Purchase and/or Lease Price:** Provide your proposed purchase and/or lease price for the Property using Solicitation Response Form found in Section 6. Any commissions to be paid to brokers should be detailed in this price.
- G. **Solicitation Response Form:** Provide a completed and signed Solicitation Response Form with the Proposal submittal.
- H. **Legal Proceedings/Lawsuits:** State any and all legal proceedings, and or lawsuits your company has been involved within the last 3 years, is currently involved with, and/or has pending. Describe the reason for each instance, and the outcome.
- I. **Financial Statements:** Should a Proposal be selected for an interview, the City may request the Offeror provide a financial statement. Any financial statement would be required to be prepared by a certified public accountant, for the 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 Offeror possesses adequate financial ability and stability to enable the Offeror to fulfill its obligations under the terms of this RFP. If requested by the Offeror, 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 Offeror 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.
- J. **Additional Data (optional):** Provide any additional information that will aid in evaluation of the Offeror's qualifications with respect to this project.

## SECTION 5.0: EVALUATION CRITERIA AND FACTORS

- 5.1 **Evaluation:** An evaluation team shall review all responses and select the Proposal or 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.
- 5.2 **Intent:** Only Offerors who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted Proposal clearly indicates the Offeror'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 the Proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (**with weighted values**):

The following collective criteria shall be worth **90%**

- **Responsiveness of Submittal to the RFP (5)**  
(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 (10)**  
(Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- **Experience (10)**  
(Firm's proven proficiency in the successful completion of similar projects.)
- **Strategy & Implementation Plan (25)**
  - Timing of the development project including plan submittal and construction
  - The design and architectural style of the proposed development is consistent with overall vision as described in this RFP.

(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.)
- **Overall Community Benefit considering: (25)**
  - Destination Lodging/Hotelier
  - Business expansion
  - Workforce or affordable housing
  - Public spaces
  - Public Parking
- **Financial Capability (10)**
- **References (5)**

The following criteria shall be worth **10%**

- Proposed purchase and/or lease price including brokerage commissions

The Owner also reserves the right to select a Developer(s) based upon the compatibility of the proposed development with the existing and anticipated land uses in the area.

The Owner will undertake negotiations with the top-rated Developers(s).

**5.3 Oral Interviews:** The Owner may invite the top-rated Developer(s) to participate in oral interviews.

**5.4 Award:** Firm/Developers shall be ranked or disqualified based on the criteria listed in Section 5.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the Project Firm/Developer(s).

**SECTION 6.0: SOLICITATION RESPONSE FORM**

**RFP-5303-23-DD “Sale and Development of Property Parcels Located at  
220 S 1<sup>st</sup> Street, 225 S 2<sup>nd</sup> Street and  
159 Colorado Avenue  
Grand Junction, CO”**

*Offeror must submit entire Form completed, dated and signed.*

Total Lot (Appx 2.4 acres)

Total Lot Purchase Price Offered: \$ \_\_\_\_\_

Partial Lot Purchase Price Offered: \$ \_\_\_\_\_

Indicate Lot Size and Description:

\_\_\_\_\_  
\_\_\_\_\_

Total Lot Lease Price Offered: (Yearly) \$ \_\_\_\_\_

Total Lot Lease Price Offered: (Monthly) \$ \_\_\_\_\_

Indicate Lot Size and Description:

\_\_\_\_\_  
\_\_\_\_\_

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*The Owner reserves the right to accept any portion of the Service to be performed at its discretion.*  
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The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the Proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for ninety (90) days after the time and date set for receipt of Proposals.

The undersigned Offeror agrees to provide services, products, and Service in accordance with the terms and conditions contained in this Request for Proposal 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 in this Proposal 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 Developer 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.

RECEIPT OF ADDENDA: the undersigned Developer 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