



**Statement of Qualifications
SOQ-5506-24-DD**

**VACANT PROPERTY DEVELOPMENT
600 WHITE AVENUE**

RESPONSES DUE:

October 7, 2024, before 2:00 p.m. (Mountain Time)

Accepting Electronic Responses Only

Submitted Through the

Rocky Mountain E-Purchasing System (RMEPS)

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

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

Purchasing Agent:

Dolly Daniels

dollyd@gjcity.org

970-256-4048

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

STATEMENT OF QUALIFICATIONS

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STATEMENT OF QUALIFICATIONS

Section 1.0: Administrative Information & Instructions

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. **Required Review:** The Proposer is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Statement of qualifications.
- 1.3. **Issuing Office:** The Statement of Qualifications (SOQ) is issued by the City of Grand Junction (City). The Purchasing Agent responsible for the conduct of this procurement is:

Dolly Daniels, Senior Buyer
dollyd@gjcity.org

Except for pre-bid or site visit meeting(s) all inquiries, concerns, clarifications, or communication about this solicitation, including process, specifications, and project scope, must be in writing to the Purchasing Agent. Other communication may result in disqualification.
- 1.4. **Purpose:** The Owner is requesting qualifications from qualified, experienced Developers in order to determine how best to redevelop the property located at 600 White Avenue. 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. **The Owner:** The City is the Owner which will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this Solicitation.
- 1.6. **Compliance:** All Proposers, by submitting a proposal, commit to adhere to all conditions, requirements, and instructions in this SOQ as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to the clear understanding of the requirements, or should it appear that various instructions conflict, the Proposer(s) shall secure instructions from the Purchasing Agent before the submittal deadline.

- 1.7. **Controlling Authority:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.
- 1.8. **Submission:** See section 5.0 of this Solicitation for Submittal Requirements and Instructions. Proposals shall be formatted as directed in Section 5.0. To participate in the solicitation opening, please utilize the following information and link:

Vacant Property Development 600 White Avenue SOQ-5506-24-DD
Oct 7, 2024, 2:00 – 2:30 PM (America/Denver)

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

<https://meet.goto.com/127854701>

You can also dial in using your phone.

Access Code: 127-854-701

United States: [+1 \(408\) 650-3123](tel:+14086503123)

Join from a video-conferencing room or system.

Meeting ID: 127-854-701

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 127854701@67.217.95.2 or 67.217.95.2##127854701

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

- 1.9. <https://meet.goto.com/install> **Public Disclosure:** Under the Colorado Open Records Act (CORA), all information (except for items designated as classified, confidential, or proprietary) within any bid or proposal is subject to public disclosure. Upon the issuance of an award and executed contract, both the solicitation file and the bid(s) or proposal(s) contained therein are subject to an [Open Records Request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.10. **Altering Proposals:** Any alterations made before the opening date and time must be initiated by the Proposer. Proposals may not be altered or amended after the submission deadline.
- 1.11. **Withdraw of Proposals:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Proposer for sixty (60) days following the submittal deadline date, and only before award.
- 1.12. **Acceptance of Proposal Content:** The Proposal selected by the Owner, if any, shall become a part of the Contract Documents. Failure of the successful Proposer to accept the obligations in the Contract shall result in cancellation of the award and such Proposer shall be removed from future solicitations. When a Contract is executed by and between the Proposer and the City, the Proposer may be referred to as the “Consultant” “Developer” or “Firm.”
- 1.13. **Addendum:** Official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the opening/receipt date will be made by the Purchasing Agent by a written Addendum to the solicitation. The sole authority to authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at <https://www.bidnetdirect.com/colorado/city-of-grand-jefferson>. An Proposer(s) must acknowledge receipt of all addenda in the proposals.

- 1.14. Exceptions and Substitutions:** All proposals meeting the intent of this SOQ will be considered for an award. A Proposer taking exception to the specifications does so at the Proposer's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, the Proposer must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Proposer has not taken exception(s), and if awarded a Contract, shall hold the Proposer responsible for performing in strict accordance with the Contract Documents.
- 1.15. Confidential Material:** All materials submitted in response to this SOQ shall ultimately become public record and shall be subject to inspection after the 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 identified with the words **"Confidential Disclosure"** and uploaded as a separate document may establish the information as confidential or proprietary. Any material the Proposer intends 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 Proposer will have the opportunity to withdraw its proposal or to remove the confidential or proprietary information.
- 1.16. Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Proposer 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 SOQ, subject to limitations in the materials marked as "Confidential Material." Disqualification of a proposal does not eliminate the City's right.
- 1.17. Minimal Standards for Responsible Prospective Proposers:** The Proposer must affirmatively demonstrate its responsibility. A prospective Proposer must meet the following minimum requirements:
- Have adequate financial resources or the ability to obtain such resources as required to ensure the firm's solvency and capacity to handle the project (reference Section 5.0.G).
 - Be able to comply with the required or proposed schedule.
 - Have a satisfactory record of performance of projects of similar scope and size.
 - 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.
- 1.18. Taxes:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.
- 1.19. Federal Taxpayer Identification Certificate:** Successful Proposers new to conducting business with the City must furnish a completed standard "Federal Taxpayer Identification Certificate (W-9)" before the Contract is executed. Additionally,

the City reserves the right to request a current W-9 from established business relationships as necessary.

- 1.20. Public Opening:** The opening of the Proposal(s) shall be conducted publicly in a virtual meeting following the proposal deadline. Proposers, representatives, and interested people may be present. Proposals shall be received and acknowledged to maintain transparency in the process. As per the nature of an SOQ, only the company name(s) and the business location of the proposing Proposer(s) will be disclosed.

Section 2.0: General Terms and Conditions

- 2.1. Acceptance of SOQ Terms:** A proposal submitted in response to this SOQ shall constitute a binding offer which shall be acknowledged by the Proposer on the Letter of Interest or Cover Letter. The Proposer must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Proposer accepts all terms and conditions including compensation, as set forth herein/the Contract Documents. A Proposer shall identify clearly and thoroughly any variations between its proposal and the Owner's 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 SOQ. A proposal that includes terms and conditions that do not conform to the terms and conditions of this SOQ is subject to rejection as non-responsive. The Owner reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal before 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 Document(s) shall be signed by the Owner and the Firm. By executing the Contract, the Firm represents that it has familiarized itself with the conditions under which the Services are 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 Contract Documents intend 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 contained herein.
- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. The Firm 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(s). If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and necessary changes will be made to reconcile the variation as determined to be in the best interest of the City. If the Firm performs any Services knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Services.

- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Service(s) under the Contract.
- 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. A Change Order/Amendment is a written order to the Firm signed by the Purchasing Agent 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, 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. A Change Order/Amendment is a written order to the Firm signed by the Contract Administrator issued after the execution of the Contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.
- 2.7. Correction of Services:** All Services/Deliverables shall meet a standard comparable to the prevailing skill and expertise in the relevant market or industry. If any Services/Deliverables provided by the Firm are found by the Owner to be non-conforming to the terms of the Contract, the Firm shall promptly correct such issues. The Firm shall bear all expenses associated with the correction of the rejected Services, including any additional Services required by the Owner as a result thereof, at no additional cost to the Owner.
- 2.8. Acceptance Not Waiver:** The Owner's acceptance of or approval of Service(s) furnished hereunder shall not in any way relieve the Firm of its responsibility to maintain the high quality, integrity, and timeliness of its Services. The Owner's approval or acceptance of, or payment for, any Services shall not be construed as a future waiver of any right(s) under the Contract, or of any cause of action arising out of performance under this Contract.
- 2.9. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.10. Assignment:** The Firm shall not sell, assign, transfer, or convey the Contract resulting from this SOQ, in whole or in part, without prior written approval from the Owner.
- 2.11. Compliance with Laws:** Proposals must comply with all Federal, State, County, and local laws governing the Services and the fulfillment of the Service(s) for and on behalf of the public. The Firm hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority, skills, credentials, experience, and professional licenses in good standing as required by law.

- 2.12. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- 2.13. Confidentiality:** All information disclosed by the Owner to the Proposer and/or the Firm for the Services to be performed or information that comes to the attention of the Firm during the performing of such Services is to be kept strictly confidential.
- 2.14. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this SOQ.
- 2.15. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a Firm may be rejected in whole or in part when it is in the best interest of the City.
- 2.16. 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.
- 2.17. Project Manager:** The Project Manager, on behalf of the Owner, shall render decisions promptly on the Service(s) proposed or performed by the Proposer. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.18. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Service(s); (3) final 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.
- 2.19. Employment Discrimination:** During the performance of any Services, the Firm agrees to:
- 2.19.1.** 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 Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.19.2.** In all solicitations or advertisements for employees placed by or on behalf of the Firm, shall state that such Firm is an Equal Opportunity Employer.

- 2.19.3.** Notices, advertisements, and solicitations placed per federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.20. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ personnel without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.21. Ethics:** The Firm shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.22. Failure to Deliver:** In the event of failure of the Firm to perform following the Contract, the Owner, after due oral or written notice, may procure Services from other sources and hold the Firm responsible for any costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.
- 2.23. 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 of the Contract at any time under the terms thereof.
- 2.24. Force Majeure:** The Firm 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 Firm unless otherwise specified in the Contract.
- 2.25. Indemnification:** The Firm 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 Firm, or of any Firm's agent, employee, subcontractor or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Firm shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance or non-performance.
- 2.26. Independent Firm:** The Firm 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, or any other amounts for benefit(s) 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 to its employees.

- 2.27. Ownership:** All documents, plans, prints, designs, concepts, and work prepared under the Contract, *etc.*, created by the Firm for the Service(s), shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property.
- 2.28. Patents/Copyrights:** The Firm agrees to indemnify and hold harmless the Owner from any claims, including but not limited to those related to patents, copyrights, trademarks, or any other form of intellectual property rights infringement. In no event shall the Owner be held liable to the Firm for any damages, awards, costs of defense, or other expenses arising from allegations of intellectual property infringement. Any agreement resulting from the response to this Solicitation shall be rendered null and void in the event of patent, copyright, or other intellectual property infringement. This includes but is not limited to the creation of derivative works based on the intellectual property of others.
- 2.29. Governing Law:** Any agreement as a result of responding to this SOQ shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under this Solicitation and/or Contract shall be in District Court 21st Judicial District, Mesa County, Colorado.
- 2.30. Expenses:** Expenses incurred in the preparation, submission, and presentation of a proposal in response to this solicitation are the responsibility of the Firm and shall not be charged to the Owner.
- 2.31. Sovereign Immunity:** The Owner specifically reserves and asserts its rights under Colorado law and the cases applying and construing the same, governmental immunity. See 24-10-101 C.R.S *et seq.*
- 2.32. 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 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 and provide a non-appropriation of funds clause under Colorado law.
- 2.33. Collusion Clause:** Each Proposer, by submitting a proposal, certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or reasonable belief of collusion among the Proposers will be rejected. The Owner reserves the right, at its discretion, to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 2.34. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks 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 Firm breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.

- 2.35. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.
- 2.36. Default:** The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery or completion schedules, or otherwise performs under the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Firm.
- 2.37. Multiple Offers:** If a Proposer submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "Alternate PROPOSAL". The Owner reserves the right to make the award in the best interest of the Owner.
- 2.38. Definitions:**
- 2.38.1.** "City" or "Owner" is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.
- 2.38.2.** "Consultant," "Developer," or "Firm" denotes the individual, partnership, firm, organization, corporation, or entity explicitly designated as such within the proposal and consistently referenced within the Contract. The terminology encompasses the said entity itself, its authorized representative(s), or any agent duly appointed to act on behalf of the party for the execution of the contracted service(s).
- 2.39.** "Deliverable" refers to any tangible or intangible work product, report, document, presentation, or other output produced by the Consultant as part of the Service(s). All deliverables must comply with the Americans with Disabilities Act (ADA) and HB21-1110, which mandates adherence to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability established by the Office of Information Technology under section §24-85-103(2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 2.40.** "Key Personnel" designates the crucial individual(s) from the Firm essential for the successful execution and completion of the Project. The individual(s) will possess specialized skills, knowledge, or experience required for the Project's specific scope of work.
- 2.41.** "Proposer" refers to the person(s) legally authorized by the Firm to make an offer and/or submit a response fee proposal in response to the SOQ.
- 2.42.** "Project" or "Work" refers to the endeavor outlined in this solicitation to create the product, service, or deliverables and outcome.
- 2.43.** "Service(s)" includes all labor, materials, equipment, and/or professional skills necessary to produce the requirements of the Contract Documents.

2.44. “Subcontractor is a person(s) or organization that has a direct contract with the Firm to perform any of the service(s). The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative

2.45. Public Disclosure Record: If the Proposer knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Proposer must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a “Public Disclosure Record”, and/or a statement of financial interest, before conducting business with the Owner.

Section 3.0: Insurance Requirements

3.1. Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm under the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed under the Contract because it failed to procure or maintain insurance in sufficient amounts, durations, or types.

The 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 insurance acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm under the Contract. 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: The Firm shall comply with all State of Colorado Regulations concerning Workers’ Compensation and other statutory insurances as required.
- (b) Commercial General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) for each occurrence and
TWO MILLION DOLLARS (\$2,000,000) per job aggregate.

The policy shall apply to all premises, products, and completed 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 interest 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) for each occurrence

For each of the Firm's owned, hired, or non-owned vehicles assigned to be used in the performance of the Services/Work.

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

TWO MILLION DOLLARS (\$1,000,000) per claim and

TWO MILLION DOLLARS (\$2,000,000) aggregate

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

- 3.2. Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the City of Grand Junction, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

Section 4.0: Scope of Services

- 4.1. Overview/Information:** It is the intent of this SOQ to provide interested Firms with sufficient information to enable it to prepare and submit Statements of Qualifications for the Project. Based on a rating of the qualified submittals by the Evaluation Committee, 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.

4.2. Scope of Services

- 4.2.1. 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 (CBD) 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

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

4.2.5. Additional Information:

- The site has (1) one – 1 ½” water tap; (2) two 4” sewer services
- 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.

4.3. Tentative Calendar of Events:

- | | |
|--------------------------------------------------|-----------------------------|
| • Statement of Qualifications available | September 12, 2024 |
| • Inquiry deadline, no questions after this date | September 23, 2024, 5:00 PM |
| • Final Addendum Posted, <i>if required</i> | September 25, 2024 |
| • Submittal deadline for proposals | October 7, 2024, 2:00 PM |
| • Owner evaluation of proposals | October 7 - 11, 2024 |
| • Interviews, <i>if required</i> | Week of October 21, 2024 |
| • Final Selection | October 31, 2024 |

4.4. Questions Regarding Scope of Services:

Dolly Daniels, Senior Buyer
dollyd@gjcity.org

Section 5.0: Submittal Requirements and Instructions

Submission: *Each proposal shall be submitted in electronic format only, adhering to HB21-1110 and only through BidNet Direct Rocky Mountain E-Purchasing System website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-junction>). This site offers both “free” and “paying” registration options which allow for full access to the City’s documents and electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view the **“Electronic Vendor Registration Guide”** at <https://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the Vendor side of RMEPS. If there are website or other problems that arise during response submission, the Proposer **MUST** contact RMEPS to resolve the issue before the response deadline **800-835-4603**).

To ensure accurate comparison and evaluation, proposals must adhere to the format outlined in Section 5.0 “Preparation and Submittal of Proposals.” The uploaded response to this SOQ must be a single PDF document containing all necessary information. Proposers must demonstrate interest in this Project, highlight relevant experience, and address its capability to fulfill the Scope of Service(s) stated herein. Proposals must follow the specified formatting from **A** to **I** as required by the Owner for proper comparison and evaluation:

- A. Cover Letter:** A cover letter shall be provided that explains the Proposer’s interest in the Project. The letter shall contain the name/address/phone number/email of the person who will serve as the Proposer’s principal contact person and shall identify individual(s) who will be authorized to make presentations on behalf of the Developer. The statement shall bear the signature of the person having the proper authority to make formal commitments on behalf of the Entity. By submitting a response to this Solicitation, the Proposer agrees to all requirements herein.
- B. Solicitation Response Form:** the Proposer shall complete and submit the attached Solicitation Response Form with the proposal.
- C. Qualifications/Experience/Credentials:** Proposer(s) are required to present/showcase its qualifications, relevant experience, team expertise, and credentials for consideration as a contract provider to the City. The proposal should emphasize prior success in land development or redevelopment projects akin to the scope of this endeavor, demonstrating a consistent ability to adhere to timelines and budgetary parameters. Additionally, proposals must provide background information and highlight the capabilities of the Proposer's principals and key personnel (managers, architects, engineers, construction professionals, etc.) identified for participation in the Project. Each key personnel's previous experience should be succinctly detailed. Submissions should provide evidence of expertise in development. Special attention should be directed toward assembling a project team comprising highly experienced and qualified individuals capable of adeptly addressing the project's requirements.

Furnish details regarding the available resources and capacity necessary to undertake the development and/or redevelopment of the project. This should

encompass, but not be restricted to, information on partners, collaborations, and any other pertinent factors.

D. Development Strategy and Implementation Plan: The Proposer is expected to provide a description of its understanding of the project and the Owner's objectives outlined in this SOQ. The SOQ should provide general details about the Owner's approach and strategy for the future development of the property and describe the Owner's capability to successfully achieve the objectives. The narrative should logically progress from initial steps or tasks to a complete description of all proposed activities, demonstrating alignment with the SOQ objectives.

1. Describe the proposed strategy and/or plan for achieving the objectives of this SOQ, including
2. Provide a comprehensive description of the development team structure.
3. Summarize the development concept, identifying potential funding sources and long-term management strategies.
4. Explain the economic benefits to the surrounding area.
5. Outline potential financial risks and anticipated roadblocks.
6. Utilize a written narrative or suitable technique to demonstrate the Owner's ability to meet these requirements.
7. Provide a schedule outlining the **timeline** for the completion of a future project.

E. References: Furnish a minimum of two (2) recent and relevant project references, each including a detailed project description and summary of the project's completion within the past ten (10) years. These references should demonstrate the Firm's experience with projects of similar scope, complexity, and size. Each reference must include the client's name, client address, point of contact person (name, telephone number, email address), project dates, project description, original project budget, final project cost, explanation of variation from original budget to final project cost, visual documentation such as photographs, if available. This information will assist in evaluating the Developer(s)' track record and suitability for the redevelopment project.

F. Fee/Price Proposal: **PRICING IS NOT TO BE INCLUDED WITH THE PROPOSAL.**

G. Financial Statements: **DO NOT INCLUDE FINANCIAL STATEMENTS WITH THE PROPOSAL.** If the Owner deems it necessary, the Proposer shall furnish a financial statement for its prior fiscal year, prepared by a certified public accountant. This statement should include a balance sheet, profit and loss statement, and any other pertinent financial documents to demonstrate the Proposer's financial capability and stability for fulfilling obligations under this solicitation. Upon request, such information shall be treated as confidential by the Owner and exempt from public disclosure. These financial documents must accurately reflect the financial standing of the entity, subsidiary, division, or subdivision responsible for providing services. For partnerships or joint ventures, individual financial statements are required for each general partner or joint venture. Consolidated financial statements of a Parent Corporation or joint venture will not be accepted as a valid response.

- H. **Legal Proceedings/Lawsuits:** Provide a comprehensive overview of any legal proceedings or lawsuits involving the Firm within the last five years, those currently ongoing, or any with pending status. For each instance, describe the underlying reason or cause, as well as the outcome or status. This information will be crucial in assessing the legal background of the Firm.

- I. **Additional Data:** Provide any supplementary, relevant information directly related to the expertise, qualifications, and capabilities that will enhance the evaluation of the proposal concerning this solicitation and its alignment with the project requirements. This may include but is not limited to innovative approaches or technologies applicable to the project, any other documentation highlighting unique qualifications or achievements relevant to the project's objectives, *etc.*

Section 6.0. Evaluation Criteria and Factors

- 6.1. Overview:** An evaluation committee, appointed by the City, will assess all qualified responses. Proposal(s) will be selected based on the ability to demonstrate the necessary expertise and capability essential for delivering the scope of services. Additionally, the committee will consider the integrity and reliability of the proposals, to ensure the highest degree of confidence in full faith and performance.
- 6.2. Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, the submitted proposal must indicate the Proposer's ability to provide the services described herein.
- 6.3. Evaluation Summary:** Proposals will be prioritized based on the criteria and values described below. The City reserves the right to reject any, and all portions of proposals and take into consideration past performance of previous awards and contracts with the Owner of any Proposer, or service provider in determining a final award(s), if any.

Evaluation Criteria and Weighted Values shall be worth one hundred (100) %

- **Responsiveness of Submittal to the SOQ ten (10) %**
(The Proposer has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the SOQ and all its requirements, including all forms and substance.)
- **Understanding of the Project and Objectives twenty (20) %**
(The Proposer's ability to demonstrate a thorough understanding of the City's goals on this specific Service.)
- **Qualifications/Experience/Credentials/Resources/Capacity thirty (35) %**
(The Proposer's demonstrated expertise through successful completion of comparable projects, coupled with evidence showcasing sufficient resources and capacity to fulfill the scope of service(s) required.)
- **Development Strategy & Implementation Plan thirty (35) %**
(Proposer has provided a clear interpretation of the City's objectives regarding the required Services, and a fully comprehensive plan to achieve successful completion within a reasonable timeframe. See Section 5.0. Item D – Development Strategy and Implementation Plan for details.)

- 6.4. Shortlisting Proposers:** The City expects to follow the process below to shortlist proposals. The City reserves the right to modify this process if it is in the best interest of the City.
- All proposals will be reviewed for compliance with mandatory requirements as outlined in this SOQ. Proposals deemed non-responsive will be eliminated from consideration. The Purchasing Agent may contact Proposers for clarification of its proposal.
 - Committee members will independently evaluate and score proposals and submit scores back to the Purchasing Agent. Scores will be entered into an

Evaluation Matrix to assist in analyzing and prioritizing the responsive Proposals.

- 6.5. **References:** The City will evaluate references as a part of the final phase of the assessment process, both before and during the interview phase.
- 6.6. **Interview(s):** Should the Owner deem it necessary to conduct interviews, only respondents who exhibit the requisite qualifications and experience for the project will be eligible to participate in interviews or presentations. The Owner reserves the right to invite the highest-rated Proposer(s) to engage in a virtual or in-person interview(s) as deemed necessary.
- 6.7. **Negotiations:** Upon review and assessment of the submitted SOQ(s), the City reserves the right to enter into negotiations with the selected Proposer to establish the appropriate fee structure for the Project. If the City determines that a proposal response sufficiently meets the project requirements and aligns with the City's objectives, the City may choose to negotiate directly with the Proposer to finalize the terms of compensation and other contractual details. This negotiation process aims to ensure a mutually beneficial agreement for both Parties. The final fee arrangement shall be subject to approval by all relevant parties.

The City may undertake negotiations with the top-rated Proposer(s) and will not negotiate with lower-rated Proposer(s) unless negotiations with higher-rated Proposer(s) have been unsuccessful and terminated.

- 6.8. **Award:** Proposer(s) shall be ranked based on the criteria listed in Section 6.3. The City reserves the right to consider all the information submitted and/or presentations, if required, in selecting the Developer.

Section 7.0. Solicitation Response Form

SOQ-5506-24-DD "VACANT PROPERTY DEVELOPMENT 600 WHITE AVENUE"

Proposer must submit the entire Form completed, dated, and signed.

The City 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 Proposal is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Proposer accepts and agrees, under the *terms and conditions contained in this Statement of Qualifications*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Proposer acknowledges the right of the City to reject any Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City's sole discretion.

By submission of the Proposal, each Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its capability, that the Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to the Proposal with any other Proposer or with any competitor.

- No attempt has been made nor will be to induce any other person or Firm to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Firm, authorized to represent the Firm, and is legally responsible for the offer concerning supporting documentation 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 any negotiated prices.
- The City of Grand Junction payment terms shall be Net 30 days.

RECEIPT OF ADDENDA: The undersigned Firm acknowledges receipt of the 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 has been received and acknowledged.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Proposer. Before executing a Contract, the Proposer is required to furnish a completed W-9 form.

 Company Name – (Typed or Printed)

 Authorized Agent, Title – (Typed or Printed)

 Authorized Agent Signature

 Telephone Number

 Address of Proposer

 E-mail Address of Agent

 City, State, and Zip Code

 Date

The undersigned Proposer proposes to subcontract the following portion of Services:

Name & address of Subcontractor (Name, City, State)	Description of Service(s) to be performed	Est. Value and % of Service(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Proposer acknowledges the right of the City to reject any and all Offers submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Proposal, each Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, that this Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Proposal with any other Proposer or with any competition.