



**Request for Proposal
RFP-5513-24-KF**

Redevelopment of the Sawmill Site
(2 parcels of land on the corner of *Riverside Parkway and
Winters Avenue, including 1441 Winters Avenue
in Grand Junction, Colorado*)

RESPONSES DUE:

January 6, 2025, before 1:00 p.m. (Mountain Time)

**Submissions must be sent exclusively via email to the Purchasing Agent.
Proposals sent to other City employees will not be accepted.**

*NOTE: All City solicitation openings will be held virtually.
Please refer to Section 1.10. for additional information.*

Purchasing Agent:

Kathleen Franklin
kathleenf@gjcity.org
970-244-1513

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Online Documents:

[City of Grand Junction Zoning and Development Code](#)

[2020 Comprehensive Plan](#)

[The Riverfront at Las Colonias Park and Business Park Plan](#)

[The Riverfront at Dos Rios](#)

[City of Grand Junction Housing Strategy](#)

Section 1.0: Administrative Information & Conditions for Submittal

- 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 Request for Proposal (RFP) is issued by the City of Grand Junction (City). The Purchasing Agent responsible for the conduct of this solicitation process is:

Kathleen Franklin
kathleenf@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 City is seeking RFPs from the three top-rated respondents to SOQ-5481-24-KF to finalize a design and proposal for the development of City-owned properties at the intersection of Riverside Parkway and Winters Avenue, including 1441 Winters Avenue. Development that would be consistent with the City's Comprehensive Plan would include mixed-income residential, commercial, office, or mixed-use projects. The City seeks a qualified team to help foster the activation and revitalization of the City's River District area. That will serve as a complementary development to the City's previous work and investment in the District. The River District generally lies along the Riverside Parkway corridor, Las Colonias Business Park, and Las Colonias Park. Depending on responses, this solicitation may be the first of a two or three-phase process.
- 1.5. **Site Visit:** Proposers are encouraged to visit and walk the site independently. The gate at 1441 Winters Ave will be closed, but the lock will remain unfastened and unlocked for access. Proposers are asked to return the lock to its original position after entry.

Please notify the Purchasing Agent in advance of the anticipated date and time of the site visit.

For any project-specific inquiries or requests for clarification, please submit them in writing via email to the Purchasing Agent. Formal responses will be provided exclusively through addenda.

- 1.6. Non-Mandatory Site Visit Meeting:** Proposers are strongly encouraged to attend the non-mandatory site visit meeting, which is recommended for all developers planning to submit a response to this RFP. **The meeting will be held on December 9, 2024, at 2:00 p.m. Mountain Time at 1441 Winters Ave, Grand Junction, CO 81501.**

The purpose of this briefing is to clarify the RFP, ask questions, and address project-specific inquiries. Please note that no statements made during the meeting will modify the solicitation. Any changes or clarifications to the RFP will be issued exclusively through written addenda.



- 1.7. The Owner:** The City is the Owner that will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this Solicitation.
- 1.8. Compliance:** All Proposers, by submitting a proposal, commit to adhere to all conditions, requirements, and instructions in this RFP 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.
- 1.9. Controlling Authority:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.
- 1.10. 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:

**Solicitation Opening, Redevelopment of the Sawmill Site, RFP-5513-24-KF
January 6, 2025, 1:00 p.m. (America/Denver)**

Please join the meeting from a computer, tablet, or smartphone.

<https://meet.goto.com/749561709>

Dial in using a phone.

Access Code: 749-561-709

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

Join from a video-conferencing room or system.

Meeting ID: 749-561-709

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

Or dial directly: 749561709@67.217.95.2 or 67.217.95.2##749561709

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

- 1.11. 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.
- 1.12. 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.
- 1.13. 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.
- 1.14. Gratuities:** The Proposer shall certify and agree that no gratuities or kickbacks were or will be paid in connection with this Proposal and/or award of a Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of a Contract. If the Firm breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 1.15. Ethics:** No Proposer shall accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.

- 1.16. **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.
- 1.17. **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.
- 1.18. **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.
- 1.19. **Exclusions:** No oral, telephonic, emailed, or facsimile proposal will be considered.
- 1.20. **Contract Documents:** The Contract Documents consist of the complete solicitation and the Proposer's response. Solicitation documents are available on the City Purchasing website under, [Purchasing Bids](#).
- 1.21. **Questions Regarding Specifications or Scope of Services:** All requests for clarification or interpretation of the Scope of Services/Work and Specifications must be submitted in writing via email to the Purchasing Agent by the inquiry deadline. Questions submitted after the deadline may not receive a response.
- 1.22. **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," "Firm," or "Team."
- 1.23. **Addendum:** Official responses to questions, interpretations, corrections, and changes to this solicitation or extensions to the opening/receipt date will be issued by the Purchasing Agent through a written Addendum to the solicitation. The authority to authorize and issue addenda resides solely with the Purchasing Division.

The addenda will be distributed electronically to the email addresses of the invited Proposers and the individual who submitted the question, provided its contact information was included in the SOQ-5481-24-KF response. All Proposers must acknowledge receipt of all addenda in its proposal submission.

- 1.24. **Exceptions and Substitutions:** All proposals meeting the intent of this RFP 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.

- 1.25. Confidential Material:** All materials submitted in response to this RFP 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 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. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary information.
- 1.26. 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 RFP, subject to limitations in the materials marked as “Confidential Material.” Disqualification of a proposal does not eliminate the City’s right.
- 1.27. Minimal Standards for Responsible Prospective Proposers:** The Proposer must affirmatively demonstrate its responsibility by meeting the following minimum requirements:
- 1.27.1.** Possess adequate financial resources or the ability to secure such resources to ensure the firm’s solvency and project capacity. Refer to Section 5.0.G for information.
 - 1.27.2.** Demonstrate the ability to comply with the required or proposed schedule. Provide documentation of past projects completed within the last two years, including a comparison of original schedules to actual completion dates, and an explanation of the methods used to manage and mitigate delays.
 - 1.27.3.** Show a satisfactory performance record on projects of similar scope and size.
 - 1.27.4.** Maintain a satisfactory record of integrity and ethical practices.
 - 1.27.5.** Be otherwise qualified and eligible to receive an award and enter into a Contract with the Owner.
 - 1.27.6.** Ensure that its Proposal(s) comply with the requirements provided in the “Preparation and Submittal of Proposals.”
- 1.28. Disqualification of a Proposer:** A Proposal will not be accepted from, nor shall a Contract be awarded to, any person, firm, corporation, or entity that is in arrears to the Owner, upon debt or Contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is otherwise deemed irresponsible or unreliable.

Proposers may be required to submit satisfactory evidence demonstrating its responsibility, practical knowledge of the Project it is proposing, and possession of the necessary financial and other resources to complete the proposed Service/Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Proposer and Proposal:

- 1.28.1.** More than one Proposal is submitted for the same Service/Work from an individual, firm, consultant, contractor, or corporation under the same or different name; and
 - 1.28.2.** Evidence of collusion among Proposers. Any participant in such collusion shall not receive recognition as a Proposer for any future Service/Work of the Owner until such participant has been reinstated as a qualified Proposer
- 1.29. Taxes:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.
- 1.30. 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.
- 1.31. 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 RFP, only the company name(s) and the business location of the proposing Proposer(s) will be disclosed.

Section 2.0: General Contract Terms and Conditions

- 2.1. Acceptance of Terms:** A proposal submitted in response to this RFP 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 RFP.
- 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. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Service(s) under the Contract. Upon receipt of written notice that the deliverable(s) is ready for final inspection and acceptance and upon receipt of the invoice for payment, the Owner's Project Manager will promptly make such inspection and, when the Owner finds the Service(s) acceptable under the Contract and the Contract fully completed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates prepared by the Firm of the value of Service(s) performed under the Contract Documents. The Service(s) performed by the Firm shall follow generally accepted professional practices and the level of competency presently maintained by other practicing professional Agencies in the same or similar type of Service(s) in the community. The Service(s) to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- 2.6. Protection of Persons and Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. The Firm shall erect and maintain, as required by existing safeguards for safety and protection, all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations, and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury acceptably.

- 2.7. 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.
- 2.8. Minor Changes in the Services:** The Owner shall have the authority to order minor changes in the Services not involving an adjustment to the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract.
- 2.9. 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.
- 2.10. 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.
- 2.11. 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.
- 2.12. Assignment:** The Firm shall not sell, assign, transfer, or convey the Contract resulting from this RFP, in whole or in part, without prior written approval from the Owner.
- 2.13. 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.
- 2.14. 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.
- 2.15. 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.

- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this RFP.
- 2.17. 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.
- 2.18. Contract:** This solicitation, the Proposer's proposal/submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Firm. The Contract represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral, including the solicitation documents. The Contract may be amended or modified only with Amendment.
- 2.19. 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.
- 2.20. Employment Discrimination:** During the performance of any Services, the Firm agrees to:
- 2.20.1.** 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.
 - 2.20.2.** 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.
 - 2.20.3.** Notices, advertisements, and solicitations placed per federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.21. 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.
- 2.22. 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:** The Contract and/or any agreement(s) as a result of responding to this RFP 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. 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.
- 2.34. Default:** The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery or completion schedule(s), 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.
- 2.35. Definitions:**
- 2.35.1.** "City" or "Owner" is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.
- 2.35.2.** "Consultant," "Developer," "Firm," or "Team" 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).
- 2.1.1.** "Contract Sum" is the total amount payable, as specified in the Contract Documents, that the City agrees to pay the Firm/Contractor for the full and satisfactory completion of the Services/Work, including all materials, labor, equipment, services, and any other obligation required under the Contract Documents. The Contract Sum may be established as a Fixed Lump Sum,

Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, depending on the terms outlined in the Contract Documents. Any adjustment to the Contract Sum shall be made only following the provisions of the Contract Documents and must be duly authorized by the Parties.

- 2.2. “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.
- 2.3. “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.
- 2.4. “Proposer” refers to the person(s) legally authorized by the Firm/Tea, to make an offer and/or submit a response fee proposal in response to the RFP.
- 2.5. “Project” or “Work” refers to the endeavor outlined in this solicitation to create the product, service, or deliverables and outcome.
- 2.6. “Service(s)” includes all labor, materials, equipment, and/or professional skills necessary to produce the requirements of the Contract Documents.
- 2.7. “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.

Section 3.0: Insurance

- 3.1. **Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own expense, comprehensive insurance coverage with an insurer rated A- or better by A.M. Best, sufficient to cover all liabilities, claims, demands, and obligations arising under the Contract. This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Firm's failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve it of any liabilities or obligations assumed under the Contract. Furthermore, the Firm shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Firm shall procure and maintain and shall ensure that any subcontractors, if applicable, also procure and maintain, the insurance coverage specified below. All insurance policies shall be maintained in forms and with insurers acceptable to the Owner. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Firm under the Contract. For any claims-made policies, the Firm shall secure appropriate retroactive dates and extended reporting periods to ensure continuous coverage. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

(a) **Commercial General Liability** with minimum combined single limits of:

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

TWO MILLION DOLLARS (\$2,000,000) general 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.

(b) **Errors and Omissions Liability**

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

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

(c) **Professional Liability**

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

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

This policy shall provide coverage to protect the Firm against any liability arising from the professional services rendered in response to this Solicitation.

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

ONE MILLION DOLLARS (\$1,000,000) each accident

Concerning all owned, hired, or non-owned vehicles utilized by the Firm/team in the performance of the Services or Work under this Agreement.

(e) **Workers Compensation and Employers' Liability:** The Broker/Firm shall, at its own expense, comply with all applicable State of Colorado Laws and Regulations concerning Workers' Compensation and other statutory insurance as required. Additionally, the Broker/Firm agrees to indemnify and hold harmless the City of Grand Junction from any claims or liabilities arising from non-compliance with these requirements.

- 3.2. Additional Insured Endorsement:** The policies required by paragraphs (a), and (d) above shall be endorsed to include the City, 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 Broker/Firm. The Broker/Firm shall be solely responsible for any deductible losses under any policy required above.

Section 4.0: Specifications/Scope of Services

- 4.1. General/Background: Background:** The Sawmill Site properties are located at the intersection of Winters Avenue and Riverside Parkway in Grand Junction, Colorado. All the parcels are currently vacant, but at one time the parcel at 1441 Winters Avenue was a sawmill as well as a former wastewater treatment site (1960s). The City purchased the sawmill property in 2019. The balance of the Site was deeded to the City by the Colorado Department of Public Health and the Environment (CDPHE) in 1997. In December 2020, the One Grand Junction Comprehensive Plan (“Comprehensive Plan”) was adopted by the City and the properties were designated Mixed-use (8+ du/ac). The “Mixed Use” land use designation is implemented through zone districts which are comprised of uses that include higher residential densities while also allowing commercial, retail, employment, and service-oriented uses. The properties are currently zoned Mixed-Use Corridor (MU-2). The purpose of the MU-2 zone district is to accommodate commercial, employment, multifamily, and other uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation. Commercial uses in the MU-2 district may be somewhat larger in scale and more flexible. Ground stories along streets are intended for commercial uses while upper stories would be most appropriate for residential and/or office uses.

A portion of the properties (7.73 acres) – the property *not* addressed as 1441 Winters Avenue, will be subject to restrictive covenants that were put in place by CDPHE and can only be leased for up to 99 years by the City to a future Developer. The deeded restrictive covenants require that these 7.73 acres (i) must be used for public purposes, (ii) not to use groundwater from the site for any purpose, no wells on the site and no exposing of groundwater to the surface, (iii) not to perform construction of any kind on the property without the written approval of construction plans by the Grantor and the U.S. Department of Energy, (iv) that any habitable structures constructed on the property shall employ a radon ventilation system or other mitigation measures, and (v) that its use of the property shall not adversely impact groundwater or interfere with groundwater remediation. These covenants will need to be considered and addressed when determining the future use of the property at the time of site plan approval. Though the covenant does not explicitly prohibit residential uses, CDPHE has not previously entertained a request for residential uses to be allowed on nearby property. However, lodging appears to be a permissible use.

This area of the City has seen substantial growth recently with the investment the City has made in Riverside Parkway, The Riverfront at Las Colonias Park, Las Colonias Business Park, and the Riverfront at Dos Rios. With this investment, this area has become attractive for infill development, particularly for higher-density residential and other commercial uses. The area to the west along Riverside Parkway extending to S 9th St is zoned CG (Commercial General) and has an approved site plan for the Kimball Residences (163 units) surrounding the historic Sugar Beet factory property. There is also an existing mixed-use development nearby that includes the Struthers Residences and Kannah Creek Brewing Company. The area to the south is zoned PD (Planned Development) and includes the Riverfront at Las Colonias, a 140-acre mixed-use space that includes a 15-acre business park with existing commercial locations for bike manufacturer RockyMounts, aerial adventurer designer Bonsai Design, and OakStar Bank that is currently under construction of which their building includes a shell space for a future restaurant. To the southwest of Las Colonias is property zoned MU-2 which consists of the Eddy Campground as well as the Eddy Apartments. Further west along Riverside Parkway includes the Riverfront at Dos Rios PD which includes a variety of commercial and residential uses proposed for the site.

4.2. Overview/Information: Throughout this RFP process, the Owner intends to hire a professional development firm with technical and performance information for ideas or concepts to provide intended uses and how the project will be integrated with the surrounding area as well as its economic benefit.

4.3. Special Conditions and Provisions:

4.3.1. Purchasing Agent: All communications, requests for clarification, or questions regarding this solicitation or process must be directed exclusively to the designated Purchasing Agent:

Kathleen Franklin
Purchasing Agent
kathleenf@gjcity.org

4.3.2. Site Visit and Non-Mandatory Site Visit Meeting: For details regarding the Site Visit and the Non-Mandatory Site Visit Meeting, please refer to Sections 1.5. and 1.6. above.

4.3.3. Laws, Codes, Rules, and Regulations: The Firm shall ensure that all Services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

4.3.4. Contract: A binding Contract shall consist of (1) the RFP and any Addendum(s) thereto, (2) the Proposer's response (Proposal) to the RFP, (3) any clarification of the Proposal, if applicable, and (4) the City's Purchasing Department's acceptance of the proposal through a "Notice of Award." All Exhibits and Attachments within the RFP are incorporated into the contract by reference.

- A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein and other laws as applicable.
- B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Proposer and the Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Proposer expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

4.3.5. Project Manager/Administrator: During the project phase, the Project Manager will promptly make decisions regarding services or work proposed or performed by the firm/team within the defined project scope. The Project Manager will also be responsible for approving and accepting all services and work completed under the Contract.

Throughout the contract period, all notices, letters, submittals, and other communications intended for the City must be directed to:

Tamra Allen
Community Development Director
City of Grand Junction, Community Development Department
250 N 5th St
Grand Junction, CO 81501

4.3.6. Contract Administrator: Duane Hoff, Jr., CPPB is the designated Contract Administrator for the City for the duration of the contract. Any inquiries, issues, change orders, amendments, or communications regarding the contract during the project phase must be directed to:

Duane Hoff, Jr.
Contract Administrator
duaneh@gjcity.org
(970) 244-1545

4.3.7. Scope of Services

4.3.7.1. Purpose: The City is seeking a qualified and experienced developer that can and will redevelop the “Sawmill” property providing some or all of the development as affordable and/or attainable housing and/or an economic driver.

4.3.7.2. Overview. A vicinity map and an overview site plan of the Sawmill Property area that indicates the properties for sale and/or lease are provided as Exhibit 1 and Exhibit 2.

- 4.3.7.3. Zoning.** The properties are currently zoned Mixed-Use Light Commercial (MU-2). The purpose of the MU-2 zone district is to accommodate commercial, employment, multifamily, and other uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation. Commercial uses in the MU-2 district may be somewhat larger in scale and more flexible. Ground stories along streets are intended for commercial uses while upper stories would be most appropriate for residential and/or office uses. It's important to note that the MU-2 zone district is subject to the Mixed-Use Design standards found in Section 21.05.60 of the GJZDC. These design standards set expectations on what architectural features must be present in the development and the types of aesthetics, quality, and character that the City is hoping to achieve. It is also important to note that the MU-2 zone district does not currently allow for attached townhome products. This was an oversight in the most recent code update and an amendment is currently scheduled for a hearing (12/4/2024).
- 4.3.7.4. Illustrative Drawings:** In 2024, the City commissioned an architect to model the site and provide rendering that reflects the City's vision for the site regarding density, uses, massing, and basic building form. The renderings are intended to be illustrative and though the City likes the result, are not intended to be prescriptive regarding any proposal, such as building typology, architectural style, size, or location of the specific buildings. The renderings are included as Exhibit 5.
- 4.3.7.5. Required Improvements.** For informational purposes, it is anticipated that the development of the Sawmill Site will include the completion of all improvements that may be required for the property redevelopment. These may include public and/or private infrastructure such as water, sanitary sewers, other utilities, roads, sidewalks, etc.
- 4.3.7.6. Environmental Issues.** As mentioned earlier, a portion of the properties were deeded to the City from CDPHE. Those portions of the property will be subject to CDPHE requirements as stated above and referenced in the attached restrictive covenants on the property, attached as Exhibit 7 for informational purposes. A Phase I environmental assessment has been commissioned and is anticipated to be completed by 12/15/2024.
- 4.3.7.7. Parks and Open Space.** This property is near such amenities as Las Colonias Park, the Amphitheater at Las Colonias Park, Watson Island Disc Golf Course, Dos Rios Bike Park, the Western Colorado Botanical Gardens, and the Colorado Riverfront Trail. It abuts the southwestern boundary of the approved Kimball Residences, a 163-unit for-rent market-rate development.
- 4.3.7.8. Redevelopment Incentive.** The property is located within the City's Redevelopment Area which qualifies development for a reduced payment (currently 50% with an additional reduction per story of a building) of the required Transportation Capacity Payment (TCP) fees.
- 4.3.7.9. Opportunity Zone.** This property is located within an Opportunity Zone.

4.3.7.10. Downtown Development Authority. A portion of this property is currently included in the City's Downtown Development Authority which utilizes tax increment funding (TIF) for improvements within the district's boundaries. The DDA has expressed interest in including this property within the DDA but has not taken steps for inclusion to date.

4.3.7.11. 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:

4.3.7.11.1. Letter of Intent

4.3.7.11.2. Contract for the Purchase and Sale Agreement/Lease for purchase of the property.

4.3.7.11.3. Development Agreement

4.3.7.12. Property Description:

[GIS Map Link to Property](#)

Parcel Numbers: 2945-242-15-008, a portion of 2945-242-00-268, a portion of 2945-243-00-272

Zoning: MU-2 (Mixed-Use Corridor)

[Bulk Standards for MU-2](#)

Land Use Designation: (Mixed Use)

Lot Size: 11.5 acres

Property Use Code: 9000-Exempt

Flood Zone: Although near the Colorado River, the properties are located outside of the 100-year floodplain.

Soil characteristics: Similar to many areas in the Western United States, the geotechnical investigations completed to date recommend engineered foundations.

4.3.7.13. Additional Information

4.3.7.13.1. **Utilities:** Water and Sewer are readily available. Publicly available maps can be found [here](#).

4.3.7.13.2. **Maximum Building Height:** 65 ft. The GJZDC does have a provision for an Administrative Adjustment in Section 21.02.040(d), provided that the total modification shall not increase the applicable building or structure height by more than 10% of the otherwise maximum height, nor add another habitable story or mezzanine.

4.3.7.13.3. **Minimum Density:** 16 du/acre

4.4. Attached Documents:

Appendices

* If the link is not functioning, please try an alternate browser and refresh the page

Exhibit 1: Location Map

Exhibit 2: Zoning Map

Exhibit 3: Future Land Use Map

Exhibit 4: River District Map

Exhibit 5: Illustrative Drawings.

Exhibit 6: Legal Exhibits

Exhibit 7: Deeds and Restrictive Covenants

Online Documents:

[City of Grand Junction Zoning and Development Code](#)

[2020 Comprehensive Plan](#)

[The Riverfront at Las Colonias Park and Business Park Plan](#)

[The Riverfront at Dos Rios](#)

[City of Grand Junction Housing Strategy](#)

4.5. Tentative Calendar of Events:

- Solicitation available November 22, 2024
- Site Visit Please refer to Section 1.5.
- Non-Mandatory Site Visit Meeting December 9, 2024, 2:00 p.m. Mountain
- Inquiry deadline,
no questions after this date December 12, 2024, close of business
- Final Addendum Posted, *if required* December 16, 2024
- Submittal deadline for proposals January 6, 2025, 1:00 p.m. MST
- Owner evaluation of proposals January 6-13, 2025
- Interviews, *if required* Tentative Interview Time Block:
January 17, 2025, 11:00 a.m. – 4:00 p.m.
January 21, 2025, 11:00 a.m. – 3:00 p.m.

- Final Selection January 22, 2025
- City Council Approval February 5, 2025
- Contract execution February 7, 2025

Section 5.0: Preparation and Submittal of Proposals

Submission: Each proposal must comply with HB21-1110 and be submitted exclusively via email to the designated Purchasing Agent.

To ensure accurate comparison and evaluation, proposals must adhere to the format outlined in Section 5.0 "Submittal Requirement and Instructions." All responses to this solicitation must be submitted as a single PDF document containing all required information.

Proposers should demonstrate its interest in the project, highlight relevant experience, and address its capability to fulfill the Scope of Service(s) stated herein. Proposals must follow the specified formatting from sections **A** to **H**, as required by the Owner, to facilitate proper comparison and evaluation:

Proposals are limited to a maximum of 50 pages.

- 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:** Proposers must present its qualifications, relevant experience, team expertise, and credentials for consideration as a contract provider to the City. Emphasis should be placed on prior success in land development or redevelopment projects similar in scope, demonstrating adherence to timelines and budgetary constraints. Proposals should include detailed background information on the Proposer's principals and key personnel (e.g., managers, architects, engineers, construction professionals) involved in the project. Everyone's relevant experience must be succinctly outlined. Evidence of expertise in development is required, with a focus on assembling a project team of highly qualified professionals capable of meeting the project's demands.

Proposers should provide information on available resources and capacity to undertake the project, including partnerships, collaborations, and other pertinent factors. Proposals must include:

1. A summary of key personnel's experience, starting with the most recent projects. Provide details on project owner and reference, location, scope, design cost, construction cost, duration, and completion date. Higher ratings will be given to experience in similar project designs.
2. A discussion of the key personnel's experience working together on past projects, including client references and resumes.

Key personnel listed in the proposal are considered committed to this project and can only be changed with the City's approval.

- D. Development Strategy and Implementation Plan:** Proposer(s) must present a detailed strategy to achieve the objectives outlined in this RFP for the redevelopment project. The strategy should include specific details about the approach to each property's future development and clearly demonstrate the Proposer's capability to successfully deliver the project.

The proposed strategy should reflect a comprehensive understanding of the City's goals and outline a logical sequence of tasks, from the initial steps or task to project completion. All proposed activities must align with the City's objectives for the redevelopment effort and illustrate the Proposer's ability to meet these expectations effectively.

Describe the proposed strategy and/or plan for achieving the objectives of this RFP, including the following:

1. **Development Team Structure:** Provide a comprehensive description of the development team structure; including the team's proven track record in successfully completing similar projects. Include a list or organizational chart for personnel to be assigned to the project. Specify the office location of each team member and attach detailed resumes outlining the experience and qualifications of all the individuals who will work on the project.
2. **Develop Project Concept:** Provide a detailed development project concept, and include conceptual site design, including product typology(ies), target market (for-sale/for-rent), targeted income/AMI range, etc. If the development project includes non-residential components, provide information about the intended uses and target market
3. **Architectural Concept and Visuals:** Provide visuals of anticipated building design or architectural concepts for the proposed project, *if available*, or from a comparable project.
4. **Funding Sources:** Identifying anticipated funding sources and outlining relevance to the project's financial feasibility.
5. **Long-Term Management Strategies:** Describe the long-term management strategies for maintaining the success and sustainability of the development.
6. **Economic Benefits:** Explain the anticipated economic benefits to the surrounding area, including contributions to local development and revitalization.
7. **Financial Risks and Roadblocks:** Outline potential financial risks and anticipated roadblocks, along with strategies to mitigate them.
8. **Partnership Expectations:** Provide specifics on any expectations for partnership with the City or other organizations (e.g. traditional lender, CHFA, DOLA, DDA) for financial participation or other support.
9. **Project Timeline:** Present a schedule outlining the development project's timeline, including key milestones and critical path issues (e.g., tax credit applications).

- 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. 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.
- G. 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.
- H. 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.

| <i>Evaluation Criteria and Weighted Values</i> |
|--|
| <p>1. Responsiveness of the Proposal Response to the RFP – ten (10) %</p> <ul style="list-style-type: none">Assess whether the proposal is complete, comprehensive, and fully compliant with all requirements outlined in Section 5.0 of this RFP, including compliance with HB21-1110 and the submission of all required forms and documentation. |
| <p>2. Understanding of the Project and Objectives – twenty (20) %</p> <ul style="list-style-type: none">Evaluation of the Proposer's demonstrated understanding of the City's specific goals and objectives for the project, including its ability to clearly articulate how its proposed approach aligns with these objectives. |
| <p>3. Qualifications, Experience, Credentials, and Capacity – thirty (30) %</p> <ul style="list-style-type: none">Focuses on the Proposer's demonstrated expertise thoroughly and successfully completing comparable projects. Includes an evaluation of relevant qualifications, team credentials, and evidence of sufficient capacity and resources to fulfill the scope of services required. |
| <p>4. Development Strategy & Implementation Plan – forty (40) %</p> <ul style="list-style-type: none">Examines the Proposer's approach to meeting the City's objectives for the redevelopment project. This includes the clarity and comprehensiveness of the proposed development strategy, implementation plan, timelines, risk mitigation strategies, and alignment with the City's long-term goals. (Refer to Section 5.0, Item D for further details.) |

- 6.4. Invited Proposers:** This solicitation has been sent exclusively to the preferred Proposers from SOQ-5481-24-KF. Only proposal responses from those invited respondents will be considered for this RFP.

- Proposals will be evaluated for compliance with all mandatory requirements outlined in this RFP. The Purchasing Agent may contact Proposers for clarification if needed.
- Evaluation committee members will independently review and score proposals based on the criteria specified in this RFP. The scores will then be compiled into an Evaluation Matrix to assist in analyzing and prioritizing the submissions.

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): The Owner reserves the right to invite Proposer(s) to participate in a virtual, or in-person interview(s) if needed. Proposer(s) will be notified of the interview process, including format, duration, and location, following the RFP selection process.

6.7. Negotiations: The City reserves the right to negotiate with the preferred Proposer to address outstanding terms and establish the appropriate fee structure for the project. If the proposal sufficiently meets the project requirements and aligns with the City's objectives, the City may engage directly with the Proposer to finalize compensation and other contractual details.

This negotiation process intends to ensure a mutually beneficial agreement. The final fee arrangement and terms will require approval by all relevant parties. The City will negotiate exclusively with the top-rated Proposer(s) and will only engage with lower-rated Proposer(s) if negotiations with higher-rated Proposer(s) are unsuccessful and formally 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 Project Firm/Team.

Section 7.0. Solicitation Response Form

RFP-5513-24-KF “Redevelopment of the Sawmill Site”

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 designating an individual authorized to act on behalf of the Proposer. Before Contract execution, the Proposer must provide a completed and current W-9 form.

Firm Name – (Typed or Printed)

Authorized Agent Name and Title –
(Typed or Printed)

Authorized Agent Signature

Telephone Number

Address of Proposer

E-mail Address of Authorized 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 competitor.

Section 8.0. Appendices

EXHIBIT 1 Vicinity Map



EXHIBIT 2 Zoning Map

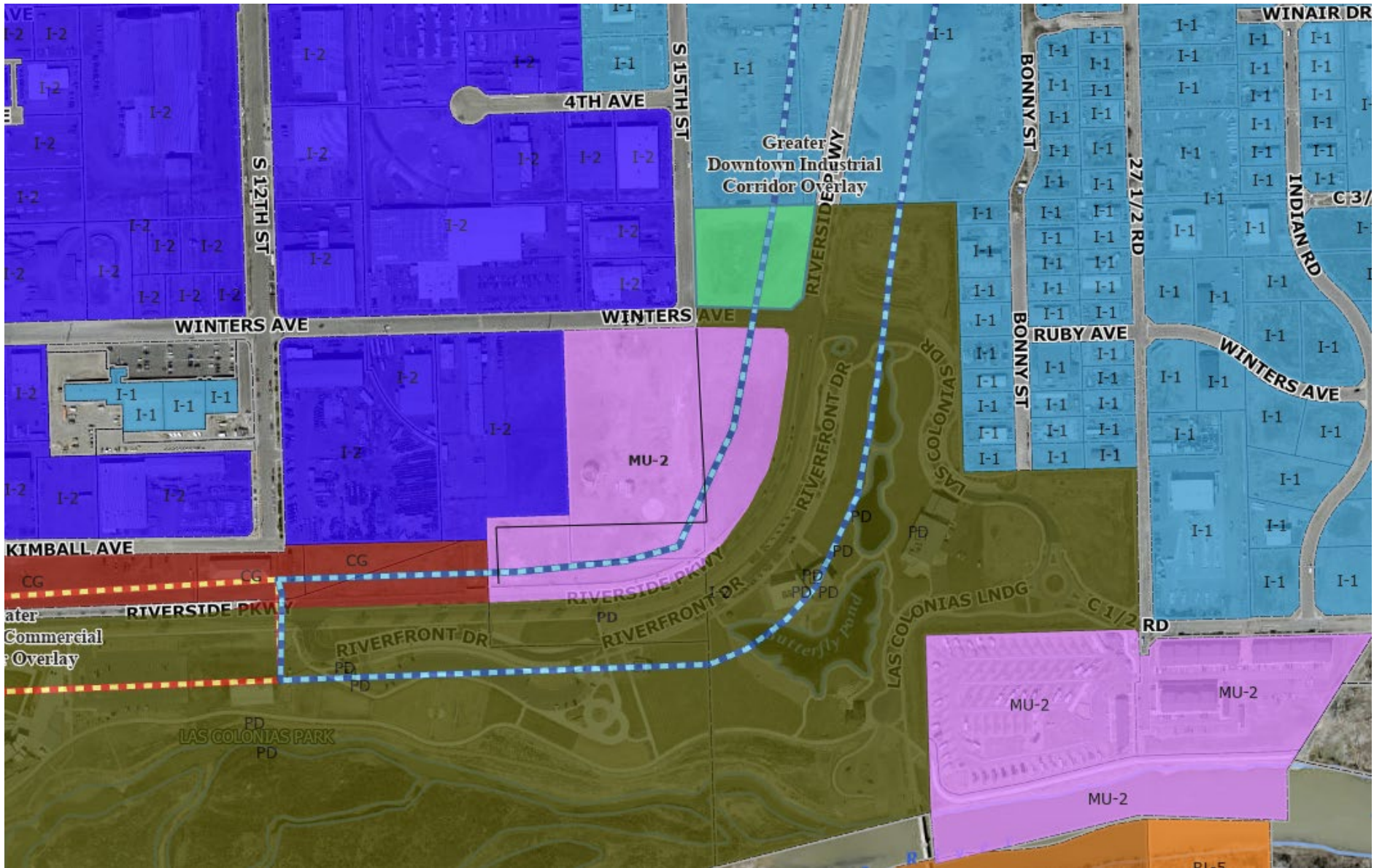


EXHIBIT 3 Future Land Use Map
Land Use Plan: Mixed Use Designation

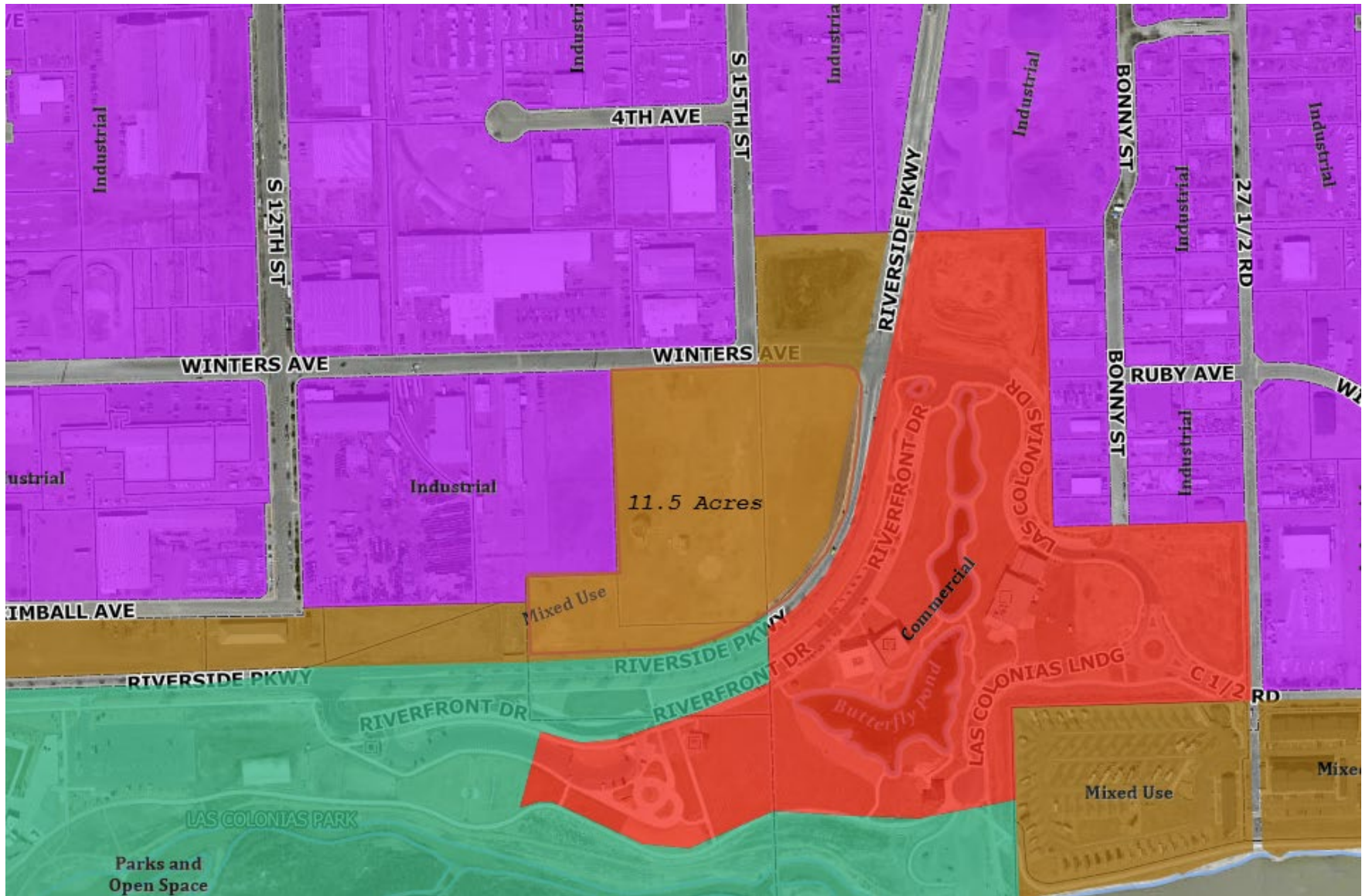
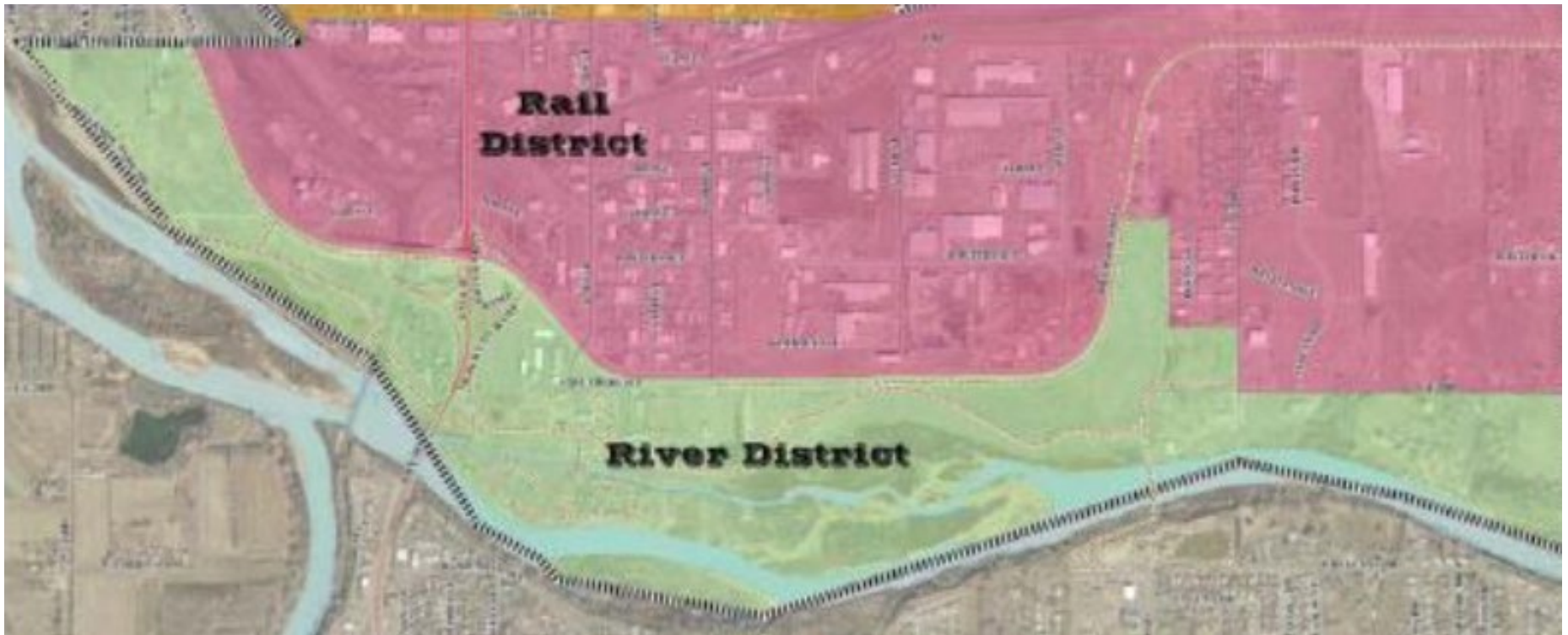


EXHIBIT 4 River District Map



**EXHIBIT 5 Illustrative Drawings:
Conceptual Plan**

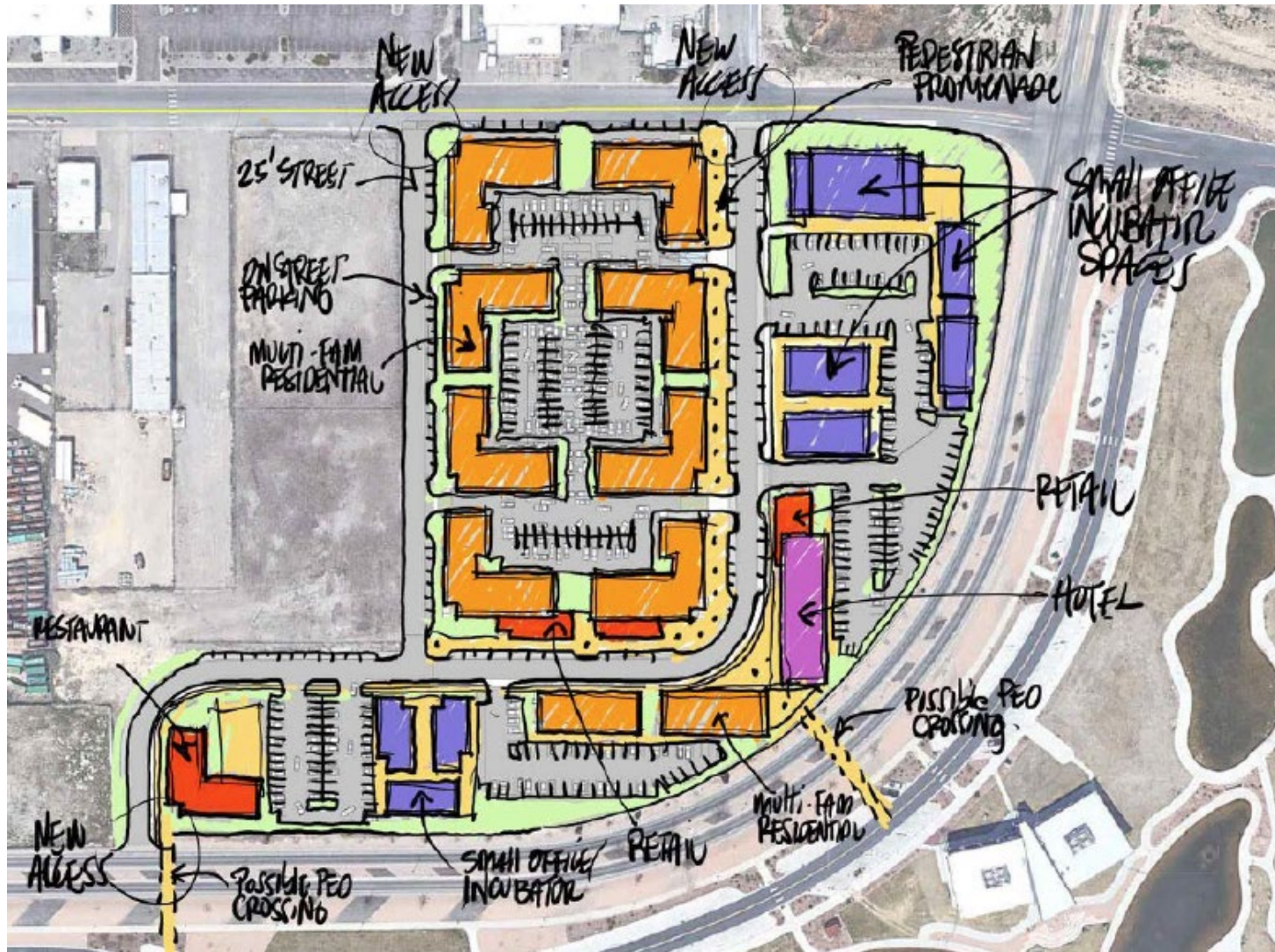


EXHIBIT 5 (continued)
Illustrative Drawings: View from the Southeast



EXHIBIT 5 (continued)
Illustrative Drawings: View from the Southwest



EXHIBIT 5 (continued)
Illustrative Drawings: View from the North

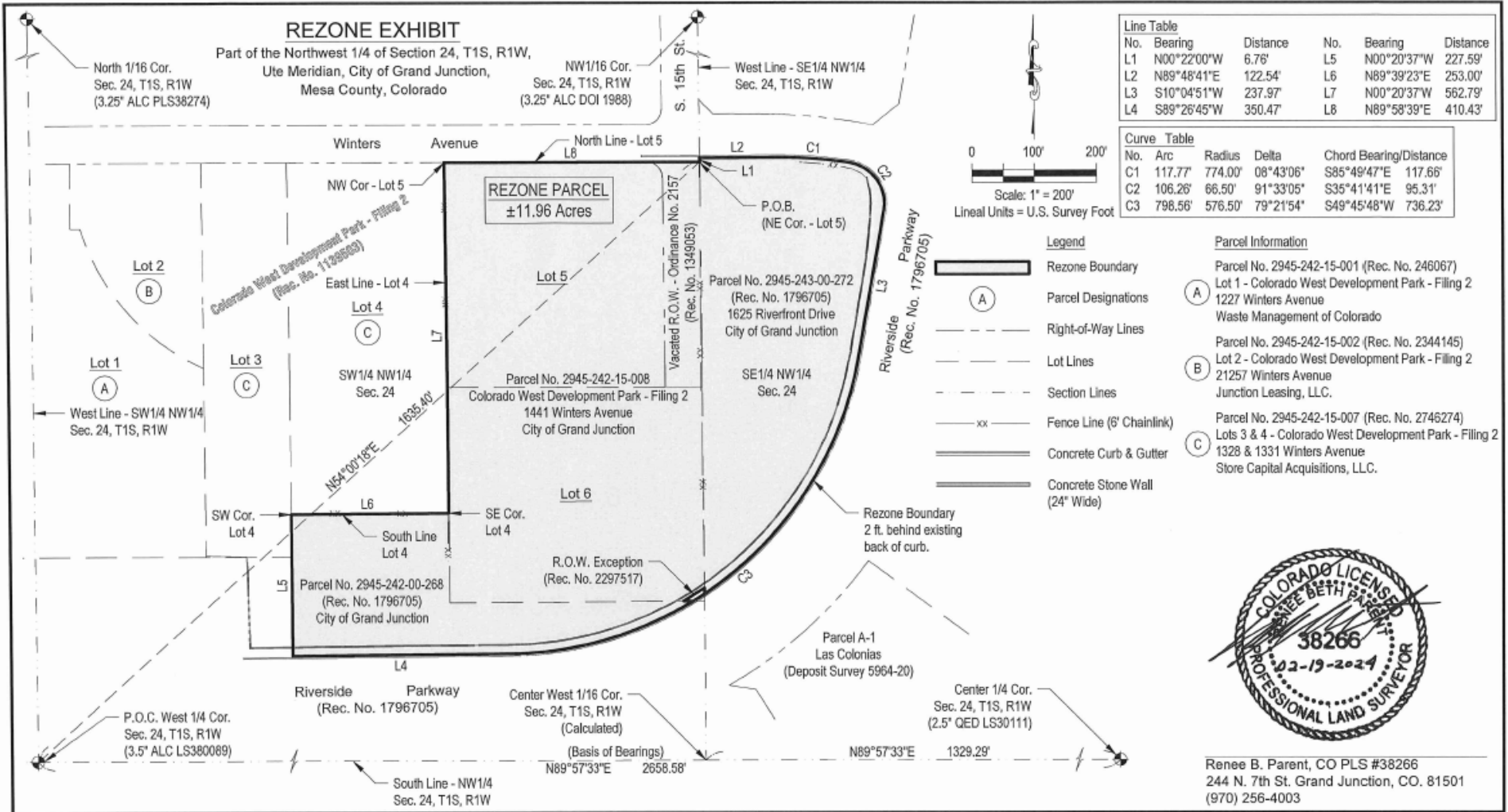


EXHIBIT 5 (continued)
Illustrative Drawings: View from the East



EXHIBIT 6 Legal Exhibits

Exhibit 1



Renee B. Parent, CO PLS #38266
244 N. 7th St. Grand Junction, CO. 81501
(970) 256-4003

EXHIBIT 7 Deeds and Restrictive Covenants

Ownership Documents and Restrictive Covenants

CDPHE to City of Grand Junction Quit Claim Deed with Restrictive Covenants:
Reception # 1796705

Winters Ave., LLC to City of Grand Junction Warranty Deed: Reception # 2908649