

The City of Grand Junction New Supplier Portal is Coming!

Hello Supplier,

The City of Grand Junction is transitioning our financial management system to a new online cloud-based solution. The new system is called the GJ Cloud. Beginning **April 1**, **2025**, new suppliers will have the opportunity to register, and existing suppliers will access our new cloud Supplier Portal to do business with us. GJ Cloud will streamline the way we do business and provide a more efficient means for payment processing.

NOTE: The Supplier Portal and registration is **not** for bidding opportunities. Suppliers will continue to utilize BidNet Direct, and City's Purchasing website.

The Supplier Portal will be your primary communication channel to the Accounts Payable Division, and as such, you will be able to:

- View and update your supplier profile information
- View purchase orders and invoices, if applicable
- Track payment status, if applicable

Right now, there is no action needed by the supplier. Continue to communicate and do business with us as you have done in the past. Further communications will be provided with specific instructions for viewing and updating your supplier profile in the new system.

Thank you and we look forward to doing business with you through GJ Cloud.



LOI-5577-25-KN

Development of the Salt Flats (21.78 acres located at 450 28 Road *Grand Junction, Colorado*)

RESPONSES DUE:

February 21, 2025, 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)

NOTE: All City solicitation openings will be held virtually, information is in Section 1.8.

Purchasing Agent:

Kassy Nelson kassy.nelson@gjcity.org 970-244-1546

LETTER OF INTEREST

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Attached Documents:

Exhibit 1 & 2: Location & Area Maps

Exhibit 3: Site Map with Proposed GJHA Site

Exhibit 4: Zoning Synopsis

Exhibit 5,6, & 7: Illustrative Drawings

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Online Documents:

CHFA Grant Agreement and Associated Terms and Milestones

City of Grand Junction Zoning and Development Code

2020 Comprehensive Plan

City of Grand Junction Housing Strategy Update 2024

LETTER OF INTEREST

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 Letter of Interest.
- **1.3. Issuing Office:** The Letter of Interest (LOI) is issued by the City of Grand Junction (City). The Purchasing Agent responsible for the conduct of this procurement is:

Kassy Nelson kassy.nelson@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.

- **Purpose:** The City of Grand Junction is seeking LOIs from experienced developers 1.4. for the construction of affordable and workforce housing on a city-owned property consisting of 21.78 acres. The City is currently working with the Grand Junction Housing Authority (GJHA) to develop approximately 3-4 acres on the northwest corner of the property located at 450 28 Road. Proposers may consider expressing interest in up to 18 acres of the 21.78 acres or in part in acreage no less than 3 acres in size. Developers should describe their experience and qualifications that would be consistent with the City's Comprehensive Plan and adopted Housing Strategies for Affordable Housing. Development must be primarily focused on affordable rental units for households earning below 60% AMI or for-sale products for households earning less than 100% AMI, but may include some development for commercial, retail, office, or rental units above 60% AMI or for-sale products above 100% AMI. Dependent upon response, those expressing interest may either be chosen to enter direct negotiations with the City or be selected to prepare a competitive Request for Proposal.
- **1.5. Non-Mandatory Pre-Proposal Meeting:** One virtual pre-proposal briefing will be offered to all firms interested in the project/this solicitation. Attending the pre-proposal briefing is recommended for all firms intending to submit a response to this LOI. The

briefing will be held **via Microsoft Teams** on **February 7, 2025, at 10:30 a.m. Mountain Time**, downloading the app in advance of the briefing is recommended.

The purpose of the briefing is to clarify the LOI if there are questions and to answer project-specific inquiries. *Nothing stated during the briefing will modify the solicitation.* Any modifications to the LOI will be communicated exclusively through addenda.

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 246 406 854 850

Passcode: uR3LT384

- **1.6. 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.
- 1.7. Compliance: All Proposers, by submitting a proposal, commit to adhere to all conditions, requirements, and instructions in this LOI 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.
- **1.8.** Controlling Authority: The 2023 version of the City <u>Procurement Policy</u> applies to this Solicitation
- **1.9. 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:

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

https://meet.goto.com/311808309

You can also dial in using your phone.

Access Code: 311-808-309

United States: +1 (408) 650-3123

- One-touch: tel:+14086503123,,311808309#

Join from a video-conferencing room or system.

Meeting ID: 311-808-309

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

Or dial directly: 311808309@67.217.95.2 or 67.217.95.2##311808309

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

https://meet.goto.com/install

- 1.10. 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.
- **1.11. 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.
- **1.12. 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.
- 1.13. 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."
- 1.14. 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-junction. An Proposer(s) must acknowledge receipt of all addenda in the proposals.
- 1.15. Exceptions and Substitutions: All proposals meeting the intent of this LOI 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.
- 1.16. Confidential Material: All materials submitted in response to this LOI 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 LOI-5577-25-KN

uploaded as a separate document <u>may</u> 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.

- 1.17. 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 LOI, subject to limitations in the materials marked as "Confidential Material." Disqualification of a proposal does not eliminate the City's right.
- **1.18. 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.
- **1.19. Taxes:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.
- **1.20.** 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.
- **1.21. 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 LOI, 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 LOI Terms: A proposal submitted in response to this LOI shall constitute a binding offer which shall be acknowledged by the Proposer on the Cover Letter. The Proposer must be legally authorized to execute the Letter of Interest and 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 LOI. A proposal that includes terms and conditions that do not conform to the terms and conditions of this LOI 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 Contact 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 LOI, 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 LOI.
- **2.15.** Cancelation 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 solicitation, 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 LOI-5577-25-KN

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.

- **2.17. 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 LOI 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 LOI-5577-25-KN

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 LOI.
- **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.** "Affordable housing" is defined as units that have a contractual requirement for an income restriction for thirty or more years.

Affordable Housing Rental Unit is a – unit affordable to income-qualified households at 60% AMI or below.

Affordable Housing For-Sale/Homeownership Unit is a unit affordable to income-qualified households at 100% AMI or below.

2.46. "Attainable housing" is defined as

Attainable Housing Rental unit is a unit affordable to income-qualified households between 60% AMI to 100% AMI

Attainable Housing For-sale/Homeownership Unit is a unit affordable to incomequalified households between 100% and 140% AMI.

2.47. 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(s) 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 determined during negotiations or specified in a future Request for Proposal (RFP) and must be established before the execution of final agreements.

Section 4.0: Scope of Services

4.1. Overview/Information: This LOI seeks to find qualified experienced developers to develop affordable and attainable housing on the Salt Flats property that will meet the terms of the City's Grant Agreement with Colorado Housing and Financing Authority (CHFA) and associated Covenants.

4.2. Scope of Services

4.2.1. Purpose: The City of Grand Junction seeks qualified and experienced developer(s) to design and construct a transformative development on the 21.78-acre "Salt Flats" property. The primary objective is to address the community's critical need for affordable housing while integrating complementary uses that enhance livability and economic diversity, that may include attainable housing, market rate housing and commercial uses. Developer(s) may request a minimum of 3 acres, up to approximately 17 of the 21.78 acres, for their proposed development. The City is currently working with the Grand Junction Housing Authority (GJHA) to develop approximately 3-4 acres on the northwest corner of the property as identified in Exhibit. 3 The project's primary objective is to deliver a variety of housing types and unit types across the site, including but not limited to rental housing, permanent supportive housing (PSH), and homeownership opportunities. The development must ensure that at least 70% of the total units

and/or square footage is dedicated to Affordable housing (as defined in Section 2.45), with up to 30% that can be allocated for mixed-use, commercial, Attainable housing, or market-rate housing.

4.2.2. Background: The City of Grand Junction faces a demand for affordable housing. Median home values have dramatically increased, contributing to concerns about housing affordability and availability. In response, the City created a Housing division (2022) and led City Council through the effort of creating various housing strategies to help address the need for Affordable and workforce housing within the City. The strategies included the allocation of city-owned land for the development of housing and creating incentives for affordable housing including contributing to infrastructure and/or providing impact fee payments on behalf of qualified projects.

The "Salt Flat" property was acquired by the City on January 9, 2025 using, in part, Proposition 123 Land banking grant funds administered through CHFA. The property is located near major employers, educational institutions, transit, and other essential services such as the Veterans Administration Hospital. The site is also proximate to Lincoln Park and Sulpizio fields, Colorado Mesa University, North Avenue commercial corridor, and is 1.2 miles from downtown's main street.

The property is zoned R-24, indicated that the site be developed at a minimum density of 16 units per acre, with no density maximum. The CHFA grant agreement is consistent with the zoning and requires the construction of at least 324 housing units. The City would like to see more than 324 units on the property and can include mixed-income affordable and attainable units in collaboration with non-profit and for-profit housing developers.

Developer(s) of the site will be subject to the <u>CHFA Grant Agreement and Associated Terms and Milestones</u>. The City per the terms of the agreement must:

- Have a development plan within 5 years and construction financing in place within 10 years – the city will prioritize projects that align with the project's goals and achieve the milestones in advance of the 5- and 10year timelines.
- Restrictive covenants will be required for 40 years on all affordable housing units comprising 70% of the total development. These covenants may take the form of deed restrictions, a land use agreement, a ground lease, or a similar structure, subject to CHFA approval.
- Any development to the property must commit to adhering to Environmental Sustainability Standards including:
 - (i) Certification from one of the following*:
 - 1. 2020 Enterprise Green Communities (EGC)
 - Leadership in Energy and Environmental Design LEED v.4.1 (LEED)

- 3. National Green Building Standards NGBS ICC-700-2020 (NGBS)
- Zero Energy Ready Homes standard (US DOE)
- (ii) All-electric building using high efficiency electric appliances such as heat pumps and heat pump water heaters, or a mixed-fuel building that includes pre-wiring for efficient electric heating and appliances and includes pre-wiring to enable future installation of EV charging station(s) for at least 10% of parking spots or greater if required under local codes.

*Developments that achieve all-electric construction with high-efficiency electric appliances may opt-out of a formal green building certification.

(iii) Utilize water-efficient design inside and outside. Full guidance can be found at coloradowaterwise.org.

Proposals that will be considered include:

- Projects that include the development or construction of new quality, available and affordable housing and or complementary mixed use or other levels of housing affordability.
- Projects may be for "mixed-income" projects or developments that include marketrate units. At full build-out the site must provide 70% of the units and/or square footage at 60% AMI (Rental) or 100% AMI (for sale) units.
- Proposals may include 4% or 9% LIHTC, private financed, loan, grants, or other affordable housing financing mechanisms.
- Proposals may be for traditional "stick build" developments, or innovative housing concepts such as tiny houses, container housing, prefabricated, 3D printed housing, cottage court style units, smaller footprint and yard options, etc.
- Proposals may include for rent and/or homeownership units.
- Proposals may include transitional or permanent supportive housing models.
- Proposals may include multiple phases within the required 10-year timeframe.

4.2.3. Resources:

4.2.3.1. **Overview.** A vicinity map and an overview site plan of the Salt Flats Property area and inclusion of the currently proposed GJHA Site that indicate the properties for lease are provided as Exhibit 1, 2 and 3.

- 4.2.3.2. **Zoning.** A full zoning synopsis is provided as Exhibit 4 and includes zoning and land use, permitted uses, bulk standards, density, multifamily design standards, zoning map, and a land use map.
- 4.2.3.3. **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 in nature 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, 6 and 7.
- 4.2.3.4. **Required Improvements.** In December 2024, the City was awarded a \$2 million More Housing Now Grant from the Colorado Department of Local Affairs (DOLA) to fund Phase One "backbone" infrastructure for the site, Additional infrastructure may be required to achieve the full buildout A responsive LOI should briefly describe initial expectations for the City's future participation in infrastructure construction. Phase One infrastructure will include development of the Grand Ave Extension between 28 Road and 28 ¼ Road, the construction of a portion of 28 ¼ Road between Grand Avenue north to the existing improved roadway, water and sanitary sewer, utilities (electric, fiber), storm drainage and water quality, waterwise street landscaping, and multi-modal/cycle track.

Its strategic location near existing bus routes and stops reflects a thoughtful approach to transportation accessibility, enhancing both environmental and community impact. Preliminary discussions with GVT suggest a willingness to establish a stop directly on-site. The project also envisions multi-modal transportation options that will connect the downtown area, North Avenue, the new community recreation center, and other key parts of the city. Phase One infrastructure information, renderings and details are included as Exhibit 8, 9, and 10. One of the City's active transportation corridors will continue through the site roughly along the Gunnison Avenue Alignment.

4.2.3.5. **Environmental Reports.** For the entire 21.78 acres, an ASTM Phase I Environmental Site Assessment, Geotechnical Investigation Report, Gamma Radiation Survey, and Groundwater Sampling were completed prior to acquisition. Full reports are available via the links below.

Phase I Environmental Site Assessment

Geotechnical Investigation Report

Gamma Radiation Survey

Ground Water Sampling

4.2.3.6. **Parks and Open Space.** This property is located near several existing amenities, including Lincoln Park (0.75 miles), the City's future Recreation Center (1.5 miles), and Los Colonias Park (1.5 miles), as well as several other local parks.

The City believes a shared neighborhood park space would provide significant benefit to the overall site development. The city's current code requires either dedication of 10% of the land for open space or an in-lieu payment based on 10% of the appraised price of the property. The city would prefer a park space be set aside and thoughtfully designed to benefit the future neighborhood and existing neighbors to the north and northeast of the site, that are currently absent any neighborhood-scale parks.

- 4.2.3.7. **Redevelopment Incentive.** The property is located within the City's Redevelopment Area which qualifies development for a reduced payment (currently 50%) of the required Transportation Capacity Payment (TCP) fees.
- 4.2.3.8. Affordable Housing Incentive. Projects that meet the City's definition of Affordable may qualify for the Affordable Housing Incentive Program, which offers fee waivers to support the development of affordable housing. Fee waivers include Development Impact Fees (transportation capacity payment (TCP), Police, Fire, Parks, and other adopted impact fees), Plant Investment Fees (applicable to City of Grand Junction water and sewer services), and Open Space in Lieu of Dedication Fees. To qualify, affordable housing units must have a minimum 30-year affordability term, enforced through mechanisms such as a recapture agreement, deed restriction, use covenant, or similar documents.

Units sold at 100% Area Median Income (AMI) or below for income-qualified households may receive up to 100% fee waivers.

Units rented at 60% AMI or below for income-qualified households may receive up to 100% fee waivers. Projects providing at least one Affordable For-Rent Unit (60% AMI or below) that makes up 10% of the total rental units can qualify for up to 100% fee waivers for those units and a 25% waiver for market-rate units in the residential portion of mixed-use projects. Projects providing at least two Affordable For-Rent Units (60% AMI or below) that make up 20% of the total rental units can qualify for up to 100% fee waivers for those units and up to 40% waivers for market-rate units in the residential portion of mixed-use projects.

The Incentive is available based on the city's annual budget allocation and is not guaranteed. For more information about submitting a request or additional details:

Affordable Housing Incentive

- 4.2.3.9. **Opportunity Zone.** This property is located within an opportunity zone.
- 4.2.3.10. **Enterprise Zone.** This property is located with an Enterprise Zone.
- 4.2.3.11. **Qualified Census Tract.** This property is located within in a HUD designated Qualified Census Tract for 2025. Developers can receive an additional 30% in eligible basis for new construction or rehabilitation in QCTs for 4 or 9% LIHTC projects. More information can be found through the Federal Register on the

Statutorily Mandated Designation of Difficult Development Areas and Qualified Census Tracts for 2025.

- 4.2.3.12 **Rent and Income Limits.** To aid in determining the applicable maximum rents and AMI for the applicable period, the Parties shall use and apply the Colorado Housing and Finance Authority (CHFA) income and rental limits outlined and published every year. Maximum allowable rents must include utilities or be deducted from the maximum allowable rent utilizing CHFA's Utility Allowance Policy.
- 4.2.4. 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 that must be approved as part of a full-site development plan through the Colorado Housing and Finance Authority.

4.2.5. Attached Documents:

Exhibit 1 & 2: Location & Area Maps

Exhibit 3: Site Map with Proposed GJHA Site

Exhibit 4: Zoning Synopsis

Exhibit 5, 6, & 7: Illustrative Drawings

Exhibit 8, 9 & 10: Infrastructure Maps

Online Documents:

City of Grand Junction Zoning and Development Code

2020 Comprehensive Plan

City of Grand Junction Housing Strategy

CHFA Grant Agreement and Covenants

4.2.6. Property Description:

GIS Map Link to Property

Parcel Numbers: 2943-182-24-004

Zoning: RH-24

Bulk Standards for RH-24

Land Use Designation: (Mixed Use)

Lot Size: 21.45 acres

Flood Zone: The majority of the project is located in Zone X, outside the 0.2% annual chance floodplain. A very small section of the southwest corner of the property is located in the Zone X Shaded (500yr) 0.2% annual chance floodplain, and Zone AE (100yr) 1% annual chance floodplain according to FEMA Flood 7ones

4.2.7. Additional Information

4.2.7.1. Utilities: City of Grand Junction Water and Sewer treatment from Persigo Waste Water are readily available. Connection and tap rates can be found here. Publicly available maps can be found here.

Special Conditions and Provisions: 4.3.

4.3.1. Non-Mandatory Pre-Proposal Meeting: One virtual pre-proposal briefing will be offered to all firms interested in the project/this solicitation. Attending the preproposal briefing is recommended for all firms intending to submit a response to this LOI. The briefing will be held via Microsoft Teams on February 7, 2025, at 10:30 a.m. Mountain Time, downloading the app in advance of the briefing is recommended. The purpose of the briefing is to clarify the LOI if there are questions and to answer project-specific inquiries. Nothing stated during the briefing will modify the solicitation. Any modifications to the LOI will be communicated exclusively through addenda.

Tentative Calendar of Events: 4.4.

Final Selection

Letter of Interest available January 30, 2025

Non-mandatory Pre-proposal Teams Meeting February 7, 2025, 10:30 a.m.

Inquiry deadline, no questions after this date February 12, 2025

Final Addendum Posted, if required February 14, 2025

Submittal deadline for proposals February 21, 2025

Owner evaluation of proposals February 21-28, 2025

Interviews, if required

Questions Regarding Scope of Services: 4.5.

> Kassy Nelson, Purchasing Agent kassy.nelson@gjcity.org

March 4-6, 2025

March 10, 2025

Section 5.0: Submittal Requirements and Instructions

Submission: <u>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).</u>

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 LOI 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 LOI. The LOI 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 LOI objectives.
 - 1. Describe the proposed strategy and/or plan for achieving the objectives of this LOI, including
 - 2. Provide a comprehensive description of the development team structure.
 - 3. Summarize the development concept, and long-term management strategies. Including:
 - a. The number and type of affordable units to be achieved and any other types of units/mixed use proposed.
 - Housing program (estimated number and mix of units, including size, number of bedrooms, and income or employment restrictions – describe the program with and without the city funding)
 - c. Identify the minimum and maximum parcel size requested and the approximate area of the site preferred.
 - 4. Financial information indicating:
 - expected financing method and sources and uses of funds, including a phase-by-phase breakdown if applicable. Identify potential financial risks and anticipated roadblocks.
 - 5. Clearly outline any additional requests to the City for financial or other support, such as grants or financial commitments, that may be needed to complete the project including pursuit of an Affordable Housing Incentive and for how many units. Utilize a written narrative or suitable technique to demonstrate the Owner's ability to meet these requirements.
 - Provide a schedule outlining the estimated **timeline** for the completion of a
 preliminary development and plan (milestone), construction financing (milestone),
 and anticipated construction and occupancy dates for the project(s). Include this
 for each phase anticipated.
 - 7. An acknowledgement that the developer has read the CHFA Agreement and related Covenants and is able to be compliant with the terms.
- **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 <u>projects of similar scope</u>, <u>complexity</u>, <u>and size</u>. 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:** If the Proposer anticipates making an offer to purchase or lease the property, that would provide revenue to the city, this should be indicated in the LOI.
- 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:** The City's objective is to proceed in one of two ways:
 - 1. If a sufficient number of high-quality proposals are received, we will enter into negotiations with the selected Proposer(s).
 - 2. If additional information or clarity is required, we will initiate a Phase 2 Request for Proposal (RFP) process.

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 LOI ten (10) %
 (The Proposer has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the LOI 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 LOI. 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 LOI(s), the City reserves the right to enter into negotiations with the selected Proposer 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 prepare a development agreement. negotiation process aims to ensure a mutually beneficial agreement for both 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

LOI-5577-25-KN "Development of the Salt Flats Site (21.78 acres located at 450 28 Road Grand Junction, Colorado)"

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 Letter of Interest 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 Qualification, 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.

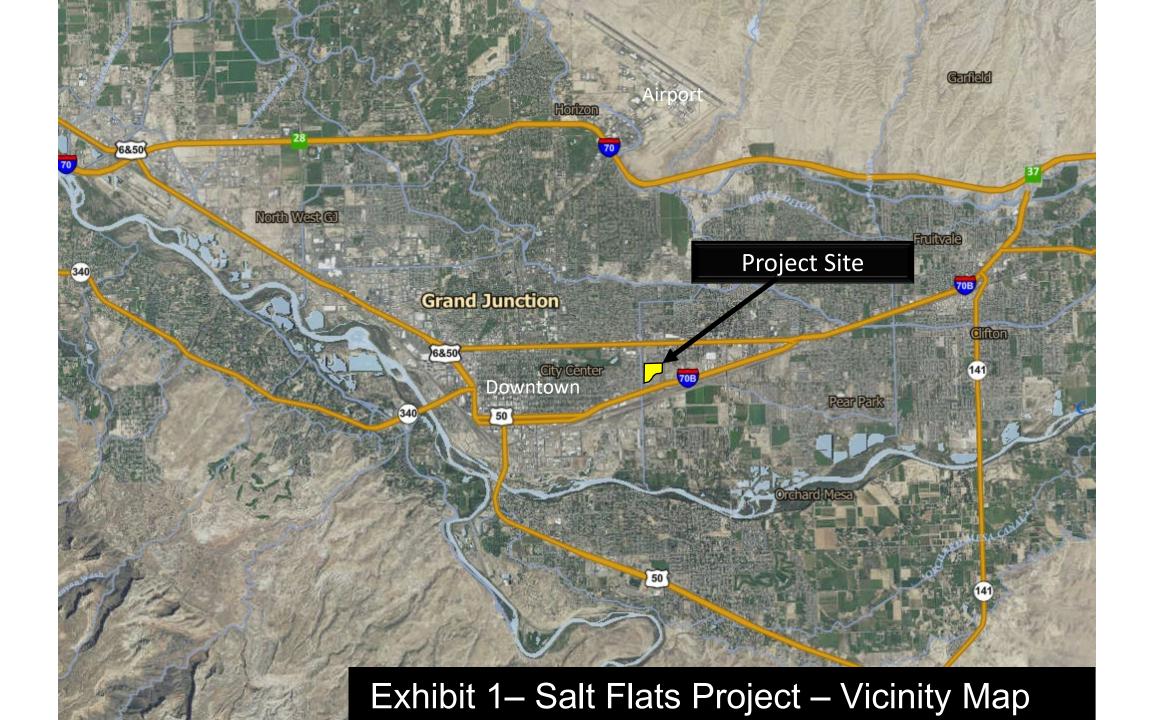
Company Name – (Typed or Printed)	Authorized Agent, Title – (Typed or Printed
Authorized Agent Signature	Telephone Number
Address of Proposer	E-mail Address of Agent
City, State, and Zip Code	Date

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

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

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.



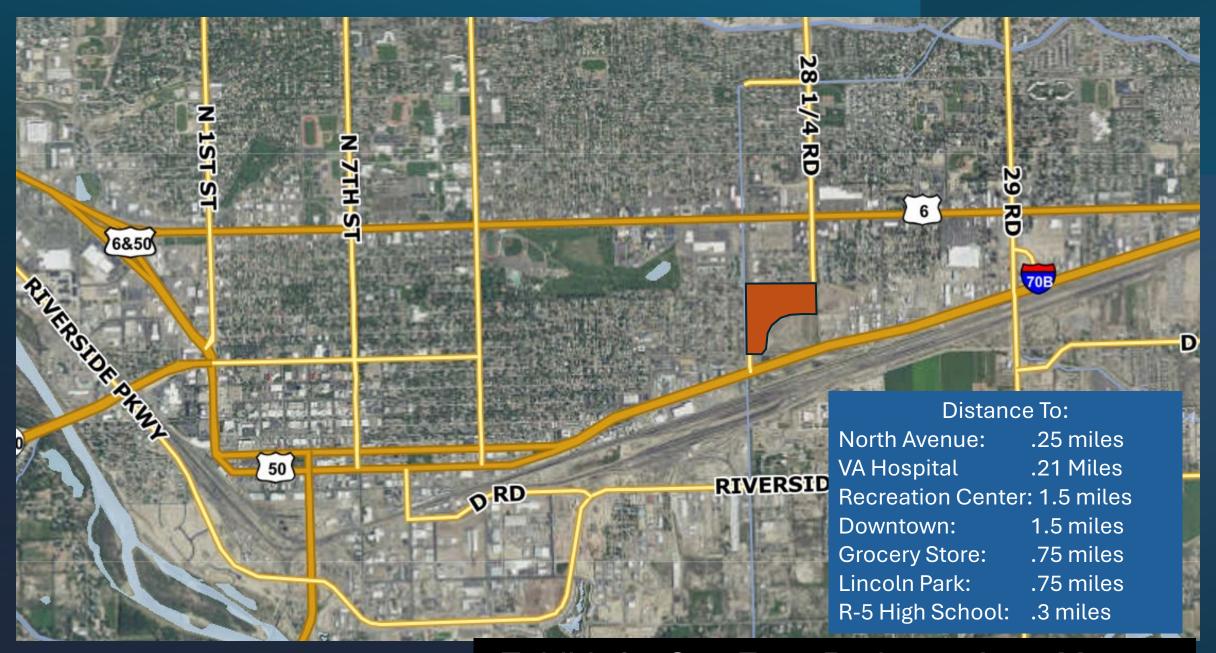


Exhibit 2 - Salt Flats Project – Area Map



Exhibit 3 – Proposed GJHA Site



Exhibit 4 - Zoning Synopsis

Salt Flats Property

Zoning and Land Use

The Salt Flats property is located at 450 28 Road and has a land use designation of Mixed Use as established by the 2020 One Grand Junction Comprehensive Plan and a zoning classification of RH-24 (Residential High - 24). The intent of the RH-24 zone district is to provide for high density residential use. This district is intended to provide a balance of housing opportunities in the community.

Permitted Uses

The RH-24 zone district permits the following residential uses by right: cottage court dwellings, multi-family dwellings and group living facilities of all sizes.

Bulk Standards

Residential uses established in a RH-24 zone district are required to comply with the RH-24 bulk standards. The following table displays the bulk standards.

Multifamily Bulk Standards	RH-24
Min. Lot Area	No min.
Min. Lot Width	30 per lot
Triplex, Fourplex, Townhome	16 per unit
Min. Lot Frontage	20 feet
Max. Height – Multi-Family	100
Single-Family Attached	50
Max. Lot Coverage	80 percent
Front Setback	15
Side Setback	5
Street Side Setback	15
Rear Setback	10

Density

The minimum density for RH-24 is 16 du/ac. There is no density cap in the RH-24 zone district.

Multifamily Design Standards

The Zoning and Development Code prescribes multifamily design standards as further outlined in Section 21.05.050. These standards apply to new construction and redevelopment. General standards for multifamily projects include the promotion of a mix of housing types, infill development, transitions between different land use areas, structure parking design guidelines, energy conservation and site orientation guidelines to improve solar access and preserve view plans. Projects that propose an apartment complex with three or more principal structures are subject to additional building layout, building design elements, and circulation and parking standards. All these standards work to promote development that comes up to the



street and that create pedestrian-friendly spaces defined by direct connections and walkable streetscapes via naturalized landscaping and screened parking.

Residential Compatibility Standards

As further outlined in Section 21.05.040 of the Zoning and Development Code, multifamily development adjacent to structures in protected residential zones are required to comply with standards related to building height stepdowns, building orientation (particularly as it relates to upper story balconies and patios), and screening of auto-related site elements (parking lots, driveways, etc.). Building stepdown standards include establishing a Height Transition Area along the side of the property abutting a protected residential zone, which restricts buildings or portions of buildings within that transitional buffer to the maximum allowable height of the protected residential district.

Additionally, structures that have a height of 35' or more are required to choose one of two design techniques to lessen the perceive height of the multifamily building. The options include requiring a step down in building height to a maximum height of 35' for any portion of the building within 100 feet of the side or rear lot lines or by increasing the side/rear setbacks by an additional 10 feet. Protected residential zone districts include R-R, R-ER, R-1R, R-2R, RL-4, and RL-5. Depending on the location of the project on the Matchett Park site, these standards may be triggered, particularly along the western portion, which is bordered by an RL-5 single-family residential subdivision.

Exhibit 4 - Zoning Synopsis (page 2)





Figure 1. Zoning Map.

Exhibit 4 - Zoning Synopsis (page 3)





Figure 2. Land Use Map

Exhibit 4 - Zoning Synopsis (page 4)



Exhibit 5- Illustrative Drawings

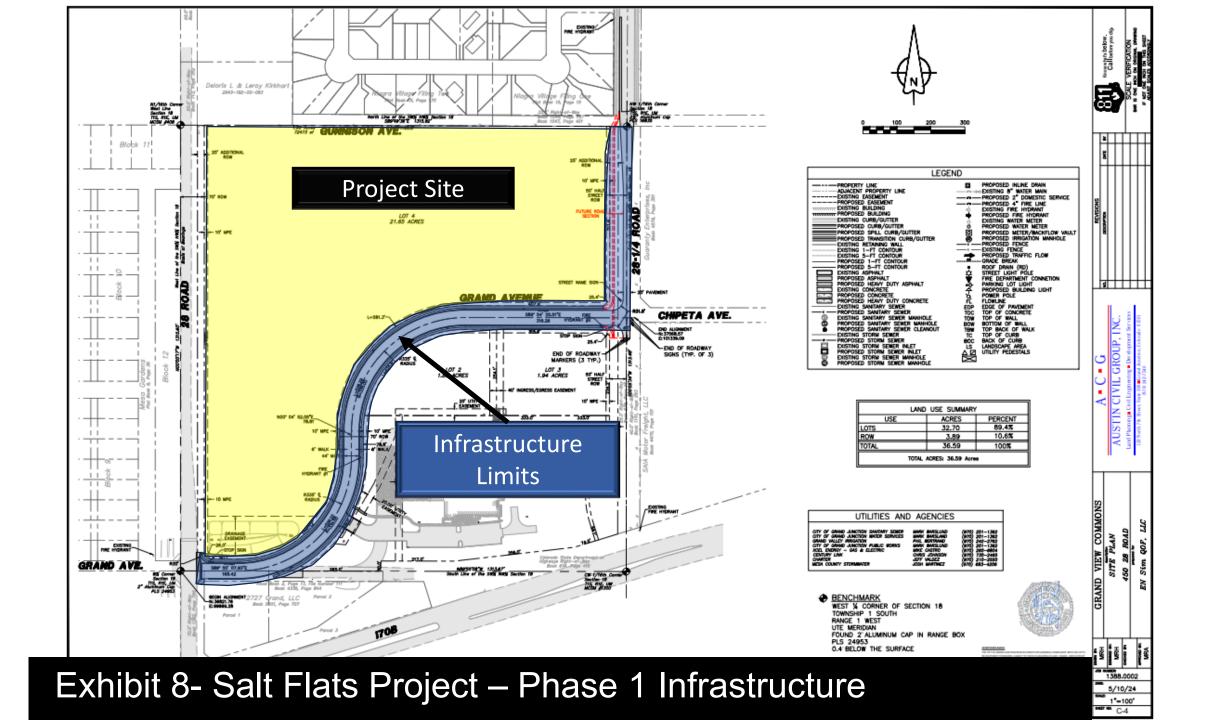




Exhibit 6 - Illustrative Drawings







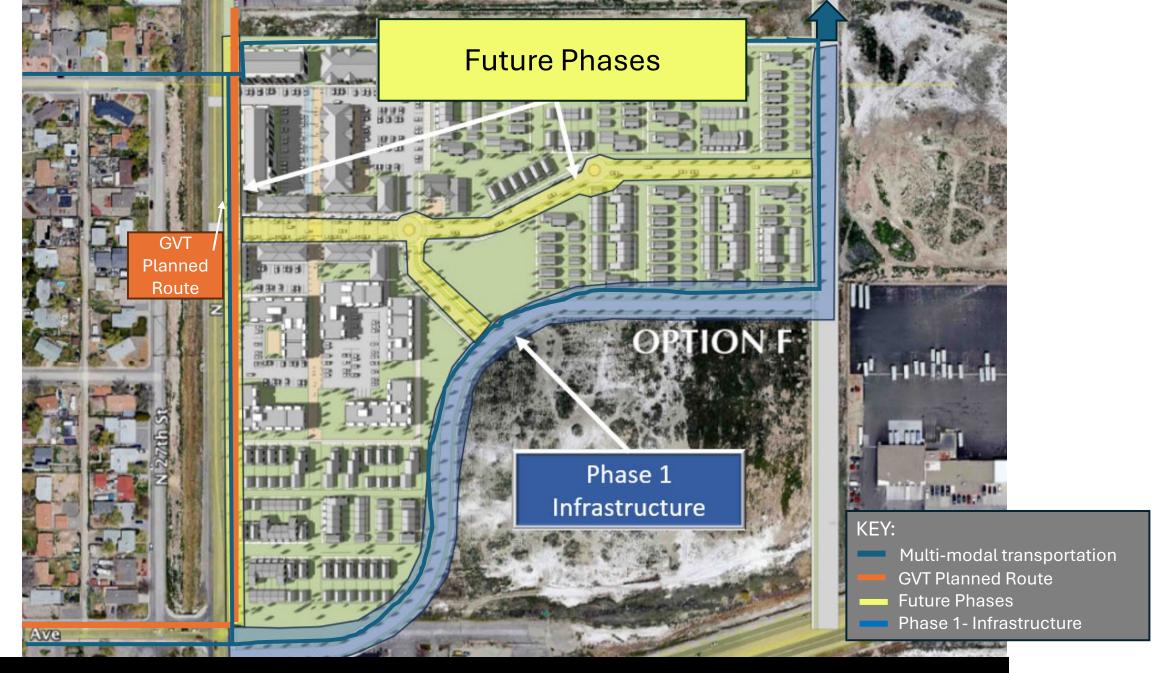


Exhibit 9- Salt Flats Project – Phase 1 Infrastructure

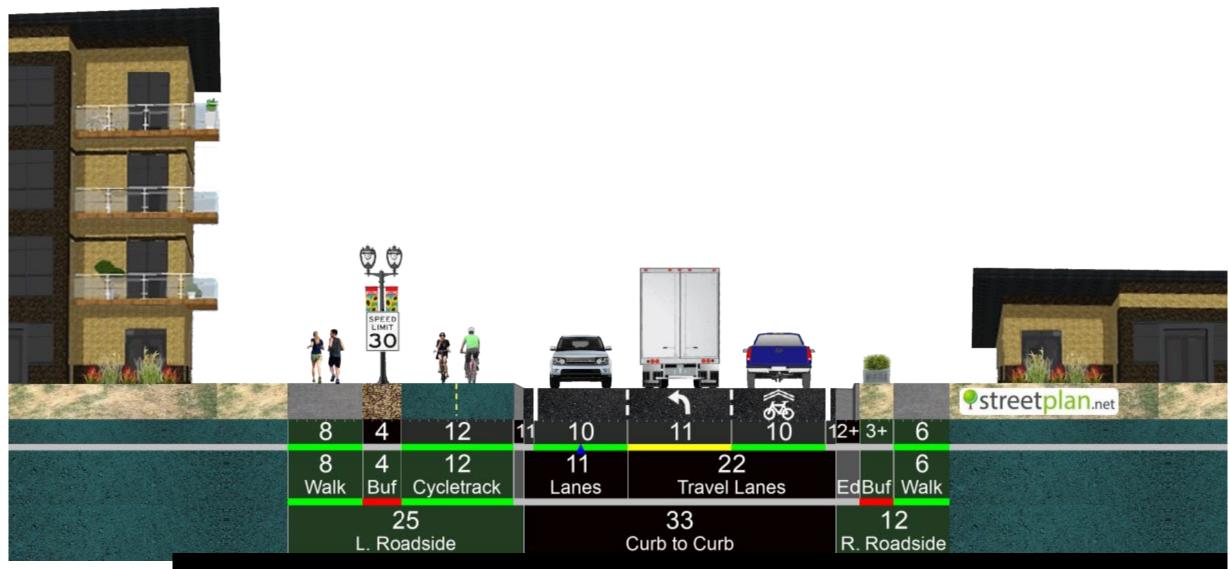


Exhibit 10- Salt Flats Project – Grand Ave Cross Section