

The City of Grand Junction New Supplier Portal!

Hello Supplier,

The City of Grand Junction has transitioned our financial management system to a new online cloud-based solution. The new system is called the GJ Cloud. Beginning **April 7**, **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.

<u>Self-Service Supplier Registration Link</u> (Supplier Account Creation)

GJ Cloud Supplier Portal (Supplier Account Access)

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

The Supplier Portal will be your primary communication channel to the <u>Accounts Payable Division</u>, 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

For step-by-step instructions on using the supplier registration process, please refer to the following Scribe resource: **Self-Service Supplier Registration Process** (link). If you encounter any issues or need assistance, feel free to email us at suppliers@gjcity.org or call 970-549-5166

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



Request for Proposal

RFP-5684-25-KF

Notice of Funding Opportunity for Comprehensive Community Solutions for Individuals Experiencing Homelessness

Responses Due

June 26, 2025, before 1:00 p.m. MDT

Electronic Submission Only

Proposals Must Be Submitted Exclusively Through
BidNet Direct® – Rocky Mountain E-Purchasing System (RMEPS)

Phttps://www.bidnetdirect.com/colorado/city-of-grand-junction

Important Notice

The City of Grand Junction does not control or administer vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring successful submission. Technical assistance must be requested directly from BidNet at (800) 835-4603.

Virtual Solicitation Opening

All City solicitation openings will be conducted virtually. For meeting access and participation details, refer to Section 1.9.

Purchasing Agent Contact

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

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•	Solicitation Available: May 16, 2025		
•	Non-Mandatory Virtual Pre-Proposal Meeting: May 28, 2025 (<i>Please refer to Section 1.5</i>)		
•	Deadline for Questions: June 11, 2025 (close of business)		
•	Final Addendum Posted (if required): June 16, 2025		
•	Proposal Submission Deadline: June 26, 2025 – 1:00 p.m. MDT		
•	City Evaluation of Proposals: June 26 – July 4, 2025		
•	Interviews (if required): Tentative Interview Time Blocks		
	 July 15, 2025 – Noon to 5:00 p.m. 		
	 July 16, 2025 – Noon to 3:00 p.m. 		
	○ July 17, 2025 – 1:30 to 5:00 p.m.		
•	Final Selection: Subject to adjustment based on evaluation outcomes and interview scheduling.		
•	City Council Approval (if required): The Committee will make funding recommendations to the City Council. Projects will be presented and awarded through the formal City Council process. <i>The City Council may request a workshop prior to a formal City Council Meeting.</i>		
•	Contract Execution: Timing will vary depending on the nature of the services, the proposed implementation timeline, and the completion of contract negotiations.		
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Housing Strategies	
Unhoused Strategy and Implementation Pla	<u>an</u>
2020 One Grand Junction Comprehensive I	<u>Plan</u>
Interim Housing (Alternative Housing Option	ns)
Extended Temporary Uses and Structures ((Interim Housing Code)

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 Request for Proposal (RFP).
- **1.3. Issuing Office:** This solicitation is issued by the City of Grand Junction, Colorado ("City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin kathleenf@gjcity.org

Except for pre-proposal or site visit meeting(s), all inquiries, concerns, clarifications, or communications regarding this solicitation—including those about the process, specifications, or project scope—must be submitted in writing to the Purchasing Agent. Any communication directed to other City personnel may result in the disqualification of the Proposer's submission.

- 1.4. Purpose: The City of Grand Junction, Colorado, is issuing this Notice of Funding Opportunity (NOFO) to identify and support qualified organizations currently providing or able to implement and sustain innovative, large-scale solutions that address the complex needs of unhoused people through increased housing options and service delivery. Proposed projects should serve a substantial number of individuals or households and focus on key community-identified priorities, including:
 - · Affordable housing shortages
 - Providing emergency and transitional shelter
 - · Housing instability
 - Improving access to basic needs and supportive services
 - Improving system coordination and service integration

Section 4.0 of this solicitation describes the services, including project priorities, service delivery expectations, facility requirements, and performance measures

("Scope of Services"). All services shall be performed under the terms and conditions specified in this solicitation and any resulting contract.

1.5. Non-Mandatory Pre-Proposal Meeting: Prospective Proposers are encouraged to attend a non-mandatory virtual pre-proposal meeting to gain a clearer understanding of the solicitation requirements and the Scope of Services.

Meeting Details:

m Date: May 28, 2025

Time: 1:00 p.m. (Mountain Time)
 Location: Virtual via Microsoft Teams
 Meeting Link: Join the meeting now

* Meeting ID: 235 979 600 987 1

Passcode: jB2Q26ub

This meeting provides an opportunity for Proposers to ask questions and seek clarification regarding the scope, submittal expectations, and evaluation process.

Important notes:

- Attendance is not required to submit a proposal.
- Statements made during the meeting shall not modify the solicitation in any way.
- Only information issued in a written addendum by the City shall be considered official and binding.
- **1.6.** The City: The City will act by and through its authorized representative(s).
- 1.7. Compliance: By submitting a proposal, the Proposer affirms its commitment to comply with all terms, conditions, requirements, and instructions outlined in this solicitation, including any modifications made through addenda. If a Proposer identifies any ambiguity, omission, or conflict within the solicitation documents that might impact its/his/her understanding of the requirements, the Proposer must seek clarification from the Purchasing Agent before the inquiry deadline. Failure to do so shall not relieve the Proposer of its obligation to fulfill the requirements of the Contract.
- **1.8. Controlling Authority:** The 2024 version of the City <u>Procurement Policy</u> is controlling.
- 1.9. Submission: Proposers shall prepare and submit its/his/her proposal following the requirements outlined in Section 5.0. and the Scope of Services detailed in Section 4.0. All proposals must follow the specified formatting, content, and submission guidelines detailed therein.

To participate in the public proposal opening, please refer to the following virtual meeting information:

Solicitation Title:

Notice of Funding Opportunity for

Comprehensive Community Solutions for Individuals Experiencing Homelessness

Solicitation Number: RFP-5684-25-KF

Date/Time: June 26, 2025, 1:00 p.m. (America/Denver)

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

https://meet.goto.com/619203909

Or join the meeting by phone

Access Code: 619-203-909 United States: +1 (872) 240-3212

To join from a video-conferencing room or system

Meeting ID: 619-203-909

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

Or dial directly: 619203909@67.217.95.2 or 67.217.95.2##619203909

Get the app now and be ready when the 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 issuing an award and executing a contract, the solicitation file and the bid(s) or proposal(s) contained therein are subject to an Open Records Request. Public disclosure is contingent upon adherence to pertinent laws in instances of this Solicitation or Project cancellation.
- **1.11.** Public Disclosure Record: If the Proposer knows its employee(s) or subcontractors have an immediate family relationship with a City employee or elected official, the Proposer must provide the Purchasing Agent with the name(s) of that/those individual(s). The individual(s) must file a "Public Disclosure Record" and/or a statement of financial interest before conducting business with the City.
- 1.12. 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. At its discretion, the City reserves the right to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 1.13. Gratuities and Kickbacks: The Proposer(s) certifies that no gratuities, kickbacks, or contingent fees have been or will be offered, solicited, or paid in connection with this Proposal or any resulting Contract. This includes, but is not limited to, the offering or payment of commissions, gifts, or other considerations contingent upon a Contract's award. If the Contractor breaches this certification, the City reserves

- the right to terminate the Contract immediately without liability and may pursue all available legal remedies.
- 1.14. Ethics: Proposers shall not offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process. Additionally, the Proposer(s) shall not enter into any business arrangement or financial relationship with any such individuals that may create a conflict of interest or undermine public trust. Any violation of this provision may result in disqualification from consideration, contract termination, and potential legal consequences.
- 1.15. Altering Proposals: The Proposer must initiate any alterations before the opening date and time. Proposals may not be changed or amended after the submission deadline.
- **1.16. Multiple Offers:** If a Proposer(s) submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The City reserves the right to make the award in the City's best interest.
- **1.17. Withdrawal of a Proposal(s):** A submitted proposal must be firm, valid, and binding for ninety (90) days following the submittal deadline and only before the contract award.
- **1.18. Exclusions:** The City shall not consider any proposal submitted orally, by telephone, email, or facsimile. Only proposals submitted under the requirements outlined in this Solicitation shall be accepted for evaluation.
- 1.19. Contract Documents: The Contract Documents include this solicitation, the Proposer's submitted proposal and supporting documents, and any negotiations when formally accepted by the City and memorialized by written agreement. These documents collectively constitute a binding and enforceable Agreement ("Contract") between the City and the Proposer upon acceptance. The Contract represents the entire and integrated agreement between the City and the Proposer ("Parties") and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Contract must be made through a duly executed Change Order or Contract amendment.
- 1.20. Questions Regarding Specifications or Scope of Services: All requests for clarification or interpretation of the Scope of Services, Work, or Specifications must be submitted in writing via email to the Purchasing Agent no later than the close of business on the inquiry deadline. The City is not obligated to respond to questions received after the deadline, and any responses provided will be at the City's sole discretion.
- 1.21. Acceptance of Proposal Content: The Proposal selected by the City, if any, shall be incorporated into and become part of the final Contract Documents. The successful Proposer's failure to accept or fulfill the obligations outlined in the Contract may result in the cancellation of the award, and such Proposer may be disqualified from future solicitations.

Upon execution of the Contract between the Proposer and the City, the Proposer may be referred to as the "Agency," "Consultant," "Contractor," or "Firm" as applicable.

1.22. Addendum: Official response to questions, clarifications, interpretations, corrections, modifications, or extensions to the proposal submission deadline shall be issued exclusively by the Purchasing Agent through a written addendum. The authority to issue the addenda is vested solely in the Purchasing Division.

All addenda will be distributed electronically through the BidNet Direct Rocky Mountain E-Purchasing System at https://www.bidnetdirect.com/colorado/city-of-grand-junction. The Proposer(s) are responsible for monitoring this platform for issued addenda.

The Proposer(s) must acknowledge receipt of all addenda on the completed Solicitation Response Form located in Section 7.0., which must be submitted with the proposal.

1.23. Exceptions and Substitutions: All proposals meeting the intent of this solicitation will be considered for award. A Proposer that takes exception to the stated specifications does so at the Proposer's risk. The City reserves the sole right to accept or reject any proposed exception(s), substitution(s), or alternative(s).

If the Proposer(s) wish to propose a substitution or alternative, it must:

- **1.23.1.** Clearly state each exception in a designated section of its proposal, specifying the affected requirement.
- **1.23.2.** Demonstrate how the proposed substitution or alternative meets or exceeds the stated intent and performance criteria of the original specification(s).

Failure to explicitly state exceptions shall be deemed an acknowledgment of full compliance with this solicitation and all its requirements. If awarded a Contract, the Proposer(s) shall be fully responsible for strict adherence to and performance following all terms, conditions, and specifications outlined in the Contract Documents.

1.24. Open Records/Confidential Material: All materials submitted in response to this solicitation shall become public records and, upon contract award, shall be subject to public inspection under the Colorado Open Records Act (CORA).

For the purposes of this provision, "Proprietary or Confidential Information" refers to information that is not generally known to competitors and provides a competitive advantage. The unrestricted disclosure of such information places it in the public domain and eliminates any claim of confidentiality.

Proposer(s) seeking to designate specific information as confidential or proprietary must:

1.24.1. Clearly mark each page or section of the submission containing such information with the words "**Confidential Disclosure**."

- **1.24.2.** Upload confidential information as a separate document; and
- **1.24.3.** Provide a written explanation justifying the claim of confidentiality, specifying how disclosure would cause substantial harm to the Proposer's competitive position, consistent with CORA.

The City shall review all confidentiality requests. The final determination of whether materials qualify for confidential treatment rests solely with the City. If a confidentiality request is denied, the Proposer(s) can withdraw its proposal or remove the contested confidential or proprietary information before the proposal is made publicly available.

Notwithstanding the foregoing, the following materials shall not be considered confidential or proprietary under any circumstances:

- Cost or pricing information.
- The entirety of a proposal submission.

Failure to comply with these requirements may result in the information being deemed public and subject to disclosure under CORA. The City assumes no responsibility for protecting information not properly designated and submitted under this section.

1.25. Response Material City Ownership: All proposals submitted in response to this solicitation shall become the City's sole property upon receipt and will not be returned to the Proposer(s) except at the City's sole discretion. The City's rights are not affected by the selection, rejection, or disqualification of any proposal.

The City reserves the unrestricted right to use any concepts, ideas, or adaptations in any proposal received in response to this solicitation. This right extends to all proposals, regardless of the selection status, except where such use is expressly limited by properly designated and approved "Confidential Material" under Section 1.24.

Disqualification or non-selection of a proposal shall not limit or negate the City's rights under this provision.

- 1.26. Minimum Qualifications of Responsible Proposer(s): To be considered for an award, the Proposer must affirmatively demonstrate the capacity, experience, and qualifications necessary to perform the services described in this solicitation. At a minimum, the Proposer must:
 - **1.26.1.** Demonstrate financial capacity, either directly or through committed resources, to implement and sustain the proposed services. The City may consider the following, as applicable, to assess financial capacity:
 - A summary of the current operating budget and primary funding sources
 - Documentation of committed match funding, grants, or revenue streams

- Recent audited financial statements, IRS Form 990s, or equivalent documentation (upon request)
- Evidence of financial reserves or contingency planning
- A proposed project budget that aligns with the organization's size and current service levels

The City reserves the right to request supporting financial documentation during the evaluation or due diligence phase to confirm an organization's ability to carry out the proposed services.

- **1.26.2.** Show a track record of successful performance delivering services of similar scale, scope, or population focus—preferably including experience with housing, shelter, or supportive service programs.
- **1.26.3.** Maintain a record of integrity, regulatory compliance, and ethical practices.
- **1.26.4.** Be legally eligible to enter into a binding agreement with the City.
- **1.26.5.** Agree to comply with the requirements of any applicable funding sources, including local, state, and federal grants—such as Community Development Block Grant (CDBG) funds, and meet all associated compliance, reporting, and regulatory obligations.
- **1.26.6.** Comply with the programmatic and administrative requirements outlined in Section 4.0.
- **1.27. Disqualification of a Proposer:** To maintain the integrity of the procurement process and ensure responsible stewardship of public funds, the City reserves the right to disqualify any proposal from a person, firm, consultant, corporation, or entity that:
 - **1.27.1.** Is currently in arrears or default under any existing contract or financial obligation with the City
 - **1.27.2.** Has demonstrated a lack of responsibility, reliability, or capacity to perform
 - **1.27.3.** Fails to meet the minimum qualifications outlined in Section 1.26
 - **1.27.4.** Proposals may also be disqualified for, but not limited to:
 - Submission of multiple proposals for the same Scope of Services by the same entity or individual, under the same or different names
 - Evidence of collusion or coordinated pricing among Proposers, which will result in disqualification and potential exclusion from future City solicitations

Note: The City encourages collaborative proposals and partnerships. Joint proposals and subcontracting arrangements are welcomed, provided they are transparent, clearly described, and compliant with all applicable requirements.

- **1.28. Sales and Use Taxes:** The Contractor and all subcontractors must obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Proposals shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.
- **1.29. Federal Taxpayer Identification Certificate:** Successful Proposer(s) 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.
- **1.30. Public Opening:** The Proposal(s) opening shall be conducted publicly in a virtual meeting following the proposal deadline. Proposers, its/his/her representatives, and other interested parties may attend.

To ensure transparency in the procurement process, all received proposals will be formally acknowledged during the opening; however, following the nature of an RFP, only the names of the proposing entity will be disclosed. No pricing will be shared at that stage of the process.

Section 2.0: General Contract Terms and Conditions

2.1. Acceptance of Terms: Submission of a proposal in response to this solicitation constitutes a binding offer by the Proposer, which shall be acknowledged in the Letter of Interest or Cover Letter. The individual signing the Letter must be legally authorized to bind the Proposer to contractual obligations. By submitting a proposal, the Proposer agrees to all requirements outlined in this solicitation, including compensation terms and compliance with all contractual, legal, and ethical obligations set forth herein.

If the Proposer's submission deviates in any way from the City's stated requirements, such variations must be clearly and thoroughly identified in the proposal. Failure to do so may be deemed a waiver of the right to request modifications to the terms of performance, except as explicitly specified within this solicitation.

- 2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the City and the Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the conditions under which the Service/Work shall be performed and correlated its/his/her observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. The 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/Work as defined in the specifications contained herein.
- **2.3. Permits, Fees, and Regulatory Compliance:** The Contractor shall be responsible for obtaining and paying all necessary permits, governmental fees, and licenses required for the proper execution and completion of the Services/Work. The Contractor must provide all the required notices and comply with all applicable

federal, state, and local laws, ordinances, codes, rules, regulations, and orders of any public authority, including those of the City, that govern the performance of the Services/Work.

If the Contractor identifies any inconsistencies or conflicts between the Contract Documents and applicable legal or regulatory requirements, the Contractor shall promptly notify the City in writing. The City will determine the appropriate resolution to reconcile such variances in the City's best interest.

Should the Contractor proceed with any Services/Work knowing it is non-compliant with applicable laws or regulations and fails to provide written notice to the City, the Contractor shall assume full responsibility for any resulting consequences and bear all associated costs for corrective actions or penalties.

- **2.4.** Responsibility for those Performing the Services/Work: The Contractor is fully responsible for the actions and omissions of its/his/her employee(s), subcontractors, and any other individuals performing any of the Services/Work under the Contract.
- 2.5. Payment & Completion: As stated in the Contract, the Contract Sum represents the total amount payable by the City to the Contractor for performing the Service(s)/Work under the Contract. Upon completion of the required deliverables, the Contractor shall submit a written notice confirming readiness for final inspection and a detailed invoice for payment. The City's Project Manager will promptly conduct an inspection, and when the Service(s) are found in compliance with the Contract and satisfactorily completed, payment shall be processed as outlined in the Contract Documents.

Partial payments may be issued based on the Contractor's progress and completion of work, as documented in a detailed invoice. The invoice must accurately reflect the extent and cost of the Services/Work performed under the Contract.

All Services provided by the Contractor shall adhere to generally accepted professional practices and maintain a level of competency consistent with industry standards for similar Services. Additionally, all Services must fully comply with applicable laws, ordinances, and regulations.

- **2.6. Protection of Persons and Property:** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders governing the safety and protection of persons and property, including but not limited to those related to shelter operations, interim housing, and service delivery to vulnerable populations.
 - **2.6.1.** The Contractor shall implement and maintain all necessary precautions to safeguard participants, staff, volunteers, the public, and any adjacent properties or facilities. This includes, but is not limited to:
 - Maintaining a clean, safe, and secure environment
 - Erecting protective barriers or fencing where applicable

- Posting appropriate signage and safety protocols
- Coordinating with the City and affected utility providers when service installations, modifications, or disruptions may occur, and providing notice to neighboring properties in accordance with zoning or permitting requirements
- Establishing and enforcing a participant code of conduct
- **2.7.** Changes in the Services: The City may request changes to the Services within the general scope of this Contract, including additions, deletions, or other modifications. Such changes shall not invalidate this Contract but may require an adjustment to the Contract sum or Contract time.

No change shall be considered authorized, approved, or binding until both Parties fully execute a written Change Order. The Contractor shall not proceed with any changes until the Change Order is fully executed.

All changes must be authorized through a written Change Order, signed by both Parties and executed under the applicable conditions of the Contract Documents. No Contract sum or Contract time adjustments shall be made except through an approved Change Order.

- **2.8. Minor Changes in the Services:** The City may authorize minor changes to the Services that do not alter the Contract sum, extend the Contract time, or conflict with the intent of the Contract Documents.
- 2.9. Standard of Care for Services: The Contractor shall perform all services with skill, care, diligence, and professionalism consistent with generally accepted standards and best practices applicable to housing, shelter operations, and supportive service delivery for unhoused populations. All services must be trauma-informed, culturally responsive, and aligned with the expectations outlined in this solicitation and the resulting Contract.

Should any services, programs, or deliverables fail to meet contractual or professional standards, the Contractor shall be solely responsible for correcting the deficiencies at no additional cost to the City. Corrections must be made promptly and to the satisfaction of the City, ensuring continuity of care and minimizing disruption to participants.

- 2.10. Acceptance Not Waiver: The City's Housing Division's acceptance or approval of any Service(s)/Work provided herein shall not relieve the Contractor of its ongoing obligation to uphold the requisite standards of quality, integrity, and timeliness of its services. The City's approval or acceptance of, or remittance of payment for any service(s)/Work shall not be construed as a waiver of any rights under the Contract, nor shall it constitute a waiver of any potential claims arising from the performance under this Contract.
- **2.11. Change Order/Amendment:** No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, or specifications of the

- Contract. All amendments or change orders to the Contract must be executed in writing by the City's Contract Administrator. Such executed modifications are the sole method for altering the Contract and must comply with the City's established procedures.
- **2.12. Assignment:** The Contractor shall not sell, assign, transfer, or convey the Contract resulting from this Solicitation, in whole or in part, without the prior written approval from the City.
- **2.13. Compliance with Laws:** The Contractor shall comply with all applicable federal, state, county, and municipal laws, codes, regulations, ordinances, and requirements governing the Services performed under the Contract.
 - The Contractor warrants that it is fully qualified to perform the required Services/Work and possesses all necessary corporate authority, skills, credentials, experience, and professional licenses, which shall remain in good standing as required by law throughout the duration of the Contract.
- **2.14. Debarment/Suspension:** The Contractor hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing Services.
- **2.15.** Confidentiality: The Contractor shall keep confidential any non-public information disclosed by the City or obtained during the performance of the Services/Work, except as required by law. The Contractor shall take reasonable measures to safeguard such information and ensure compliance by its employees, subcontractors, and agents.
- **2.16. Conflict of Interest:** No public official or employee of the City shall have any financial or personal interest, direct or indirect, in the Contract resulting from this solicitation. Any potential conflicts must be disclosed and addressed under applicable laws and the City's policies.
- **2.17. Cancellation of Solicitation:** The City reserves the right to cancel this solicitation at any time or to reject any or all proposals, as a whole or in part, when deemed in the City's best interest.
- 2.18. Contract: This solicitation, the Proposer's proposal/submitted documents, and any negotiations, when accepted by the City, shall constitute an enforceable agreement equally binding between the City and the Contractor. The Contract represents the entire integrated agreement between the City and the Contractor, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, written or oral, including the solicitation documents. The Contract may be amended or modified only by an Amendment.
- 2.19. Contract Termination: The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services/Work; (3) final acceptance of Services/Work; 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 Contractor 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 Contractor. The Contractor 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.** All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that such Contractor is an Equal Opportunity Employer.
 - **2.20.3.** Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.
- 2.21. Immigration Compliance: The Contractor certifies that it fully complies with the Immigration Reform and Control Act of 1986 and all applicable federal, state, and local immigration laws. The Contractor shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences
- 2.22. Failure to Perform: If the Contractor fails to fulfill its obligations under the Contract, including timely delivery of services, adherence to quality standards, or compliance with reporting or coordination requirements, the City may, after providing oral or written notice (with any oral notice documented for the contract record), procure the necessary services, work, or materials from alternate sources. The Contractor shall be liable for any additional costs incurred by the City as a result.
 - In cases of nonperformance, the City may pursue progressive corrective actions. However, if the failure poses a risk to participant safety, disrupts continuity of care, or materially undermines program outcomes, the City reserves the right to take immediate corrective measures, including contract suspension or termination.
- 2.23. Failure to Enforce: The City's failure to enforce any provision of the Contract at any time shall not constitute a waiver of that provision or any other rights under the Contract. Such non-enforcement shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from enforcing any provision of the Contract later under the terms thereof.
- 2.24. Force Majeure: The Contractor shall not be held liable for failure to perform its contractual obligations due to events beyond its reasonable control, including but not limited to legal strikes, fires, riots, civil disturbances, acts of God, or other unforeseen circumstances. This exemption shall not apply if the Contract specifies otherwise. The Contractor must provide prompt written notice to the City of any

such event preventing performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.

2.25. Indemnification: The Contractor shall defend, indemnify, and hold harmless the City, along with its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, or expenses of any kind, including attorney's fees, arising out of or related to any injuries, damages, or losses to persons or property caused by the negligent act, error, omission, or fault of the Contractor, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

The Contractor shall be responsible for satisfying any judgment, settlement, or associated costs incurred by or awarded against the City due to such claims. This indemnification obligation shall survive the termination or expiration of the Contract.

2.26. Independent Contractor: The Contractor is and shall remain an independent contractor in all respects under the Contract. Neither the Contractor nor its employees, agents, or subcontractors shall be considered employees, representatives, or agents of the City for any purpose.

The City assumes no liability for any negligence, misconduct, or other wrongful acts committed by the Contractor, its employees, agents, or subcontractors. The Contractor is solely responsible for all applicable taxes, including federal and state income taxes, unemployment taxes, Social Security contributions, and any other required withholdings.

Additionally, the Contractor is not entitled to any benefits the City provides to its employees, including but not limited to health insurance, retirement benefits, or Workers' Compensation coverage.

2.27. Work Product: All documents, reports, service plans, participant materials, training content, outreach tools, data, models, concepts, and any other materials or deliverables developed, created, or prepared by the Contractor in connection with this Contract shall be considered works made for hire and shall become the sole and exclusive property of the City upon creation, whether delivered to the City or not. The Contractor shall retain no ownership, copyright, or other proprietary interest in any such work product.

Additionally, any information, data, or materials provided to the Contractor by the City shall remain the exclusive property of the City and may not be used, disclosed, or distributed by the Contractor for any purpose outside the scope of this Contract without the City's prior written consent.

2.28. Patents/Copyrights: The Contractor agrees to indemnify and hold harmless the City from any claims, including but not limited to those related to patent(s), copyright(s), trademark(s), or any other form of intellectual property rights infringement. In no event shall the City be held liable to the Contractor 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 case 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) resulting from responding to this solicitation 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 from or under this Solicitation and/or Contract shall be in the District Court 21st Judicial District, Mesa County, Colorado.
- **2.30. Expenses:** All costs incurred by the Contractor in preparing, submitting, and presenting a proposal in response to this solicitation shall be the Contractor's sole responsibility and shall not be reimbursed or charged to the City.
- **2.31. Sovereign Immunity:** The City expressly reserves and asserts all rights, privileges, and defenses available under Colorado's Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as well as all applicable case law interpreting and construing the same. Nothing in this solicitation or any resulting contract award shall be construed as a waiver of the City's sovereign immunity.
- 2.32. Public Funds & Non-Appropriation of Funds: Payment for services under this Contract is contingent upon funds appropriated by the City's approved budget for the applicable fiscal year. Under Colorado law, public funds cannot be obligated or expended beyond the fiscal year for which a budget has been approved.
 - Accordingly, any contractual commitments extending beyond the fiscal year are subject to future budget approvals. This Contract shall include a non-appropriation of funds clause, ensuring compliance with Colorado law. If funds are not appropriated for subsequent fiscal years, the City reserves the right to terminate the Contract without penalty or liability.
- 2.33. Performance of the Contract: In the event of a breach or default, the City reserves the right to enforce the terms of the Contract through any legal or equitable means deemed in the City's best interest. The City may pursue all available remedies as prescribed by law to ensure compliance with the contractual obligations.
- 2.34. Default: The City reserves the right to terminate the Contract if the Contractor fails to meet agreed-upon service delivery timelines or performance standards or commits any other material breach of contract. Before termination, the City will provide written notice of the default and allow the Contractor a reasonable opportunity to cure the issue unless the nature of the breach poses an immediate risk to participant safety or public interest.

If the Contractor fails to cure the default within the specified timeframe, the City may obtain the necessary services or work from an alternate provider and hold the Contractor responsible for any additional costs incurred.

This remedy is in addition to, and does not limit, any other rights or remedies available to the City under this Contract or applicable law.

2.35. Piggyback: Contracts resulting from this solicitation are primarily intended for the City. However, upon mutual agreement between the awarded Contractor and other governmental entities, the Contract may be extended for use by additional agencies, subject to the specifications, terms, conditions, and pricing established in the agreement.

Each participating governmental entity shall establish its own separate contract with the Contractor, issue its own purchase orders, be invoiced directly, make its own payments, and provide its own tax exemption certificates, if applicable.

It is expressly understood that the City is not a party to any contract formed between the Contractor and any other governmental entity under this provision. The City assumes no liability for any obligations, costs, or damages incurred by any other entity utilizing this Contract.

- **2.36. Definitions:** Unless otherwise stated, the following definitions shall apply throughout this solicitation and any resulting Contract. Additional terms may be defined within specific sections or added as necessary to clarify intent and ensure consistency in interpretation.
 - **2.36.1.** "Agency," "Consultant," "Contractor," or "Firm" refers to the individual, organization, business entity, or other legal entity identified in the proposal and throughout the Contract. This term includes the Contractor's authorized representatives, employees, subcontractors, and agents responsible for fulfilling the obligations of the Contract.
 - **2.36.2.** "City" means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.
 - **2.36.3.** The "Contract Sum" refers to the total amount payable by the City to the Contractor for the full and satisfactory completion of the required Services/Work. This sum includes all materials, labor, equipment, services, and any other obligations specified in the Contract Documents.

The Contract Sum may be structured as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, as defined in the Contract Documents. Any modifications to the Contract Sum shall be made under the provisions of the Contract and must be duly authorized and accepted by the Parties.

- 2.36.4. A "Deliverable" refers to any tangible or intangible work product, report, document, presentation, or other output the Contractor is required to produce as part of the Services/Work. Deliverables must fully comply with all applicable accessibility laws and standards, including:
 - The Americans with Disabilities Act (ADA)
 - HB21-1110, requiring compliance with §§24-85-101, C.R.S., and subsequent sections

- The Accessibility Standards for Individuals with a Disability, established by the Colorado Office of Information Technology under §24-85-103(2.5), C.R.S.
- The State of Colorado's technology standards, including Level AA conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG)

All deliverables must adhere to these legal and technical requirements to ensure accessibility for individuals with disabilities.

- 2.36.5. "Key Personnel" refers to the designated individual(s) from the Contractor, Consultant, or Firm who are essential to the successful execution and completion of the Services/Work. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of work outlined in the Contract. Any changes to Key Personnel may require prior approval from the City, as specified in the Contract Documents.
- **2.36.6.** "Proposer" refers to the individual or entity legally authorized by the Contractor, Firm, or Consultant to submit a proposal in response to this solicitation. This includes submitting pricing or fee proposals and making formal offers on behalf of the proposing entity.
- **2.36.7.** "Project" or "Work" refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.
- **2.36.8.** "Services" includes all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- **2.36.9.** "Subcontractor" refers to any individual, entity, or organization with a direct contractual agreement to perform a portion of the Services/Work under this Contract. The term "Subcontractor" includes the subcontractor's authorized representatives.

Section 3.0: Insurance Requirements

At its own expense, the successful Contractor(s) shall procure and maintain comprehensive insurance coverage with an insurer rated A- or better by A.M. Best, authorized to do business in Colorado with sufficient coverage for 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 Contractor'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 Contractor shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

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

(a) Commercial General Liability

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

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

The policy shall apply to all premises, products, and completed operations. It 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 provision for severability of interest.

(b) **Professional Liability Errors and Omissions**

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

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

Continuous coverage or an extended reporting period shall be maintained for at least five (5) years after services are completed.

(c) Cyber Liability Insurance

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

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

The Contractor shall maintain Cyber Liability Insurance covering claims arising from data breaches, privacy violations, or unauthorized access to or use of personally identifiable information (PII) obtained while performing services under this contract.

This coverage shall remain in effect for the duration of the contract and at least one (1) year following contract termination

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

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

Concerning each of the Contractor's owned, hired, or non-owned vehicles assigned to be used in the performance of the Services.

- (e) Workers' Compensation and Employers' Liability: At its own expense, the Contractor shall comply with all applicable State of Colorado Laws and Regulations concerning Workers' Compensation and other statutory insurance as required. Additionally, the Contractor agrees to indemnify and hold harmless the City of Grand Junction from any claims or liabilities arising from non-compliance with these requirements.
- (f) Abuse and Molestation Liability (if applicable): If the Contractor's scope of work includes direct interaction with vulnerable populations, including children or at-risk adults, the Contractor shall carry Abuse and Molestation Liability coverage

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

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

This coverage may be included under the Commercial General Liability policy or issued as a separate policy and must remain in effect for the duration of services.

(g) Umbrella or Excess Liability Insurance

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

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

3.1. Additional Insured Endorsement: The insurance policies required by paragraphs (a), (d), and (g) above shall be endorsed to name the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds.

Each of these policies shall be designated as primary and non-contributory, meaning that any insurance maintained by the City (including through self-insurance or insurance pools) shall be considered excess and shall not contribute to the Contractor's insurance.

The Contractor shall be solely responsible for any deductibles, self-insured retentions, or other out-of-pocket costs associated with the required coverage.

Section 4.0: Specifications/Scope of Services

- 4.1 Notice of Funding Opportunity: This solicitation is issued as a Notice of Funding Opportunity (NOFO) rather than a traditional procurement. It is intended to support eligible organizations in delivering critical community services aligned with the City's strategic priorities on homelessness. As such, selected proposals will receive financial awards through a competitive evaluation process, and all funding is contingent upon budget availability and adherence to the terms of this solicitation.
- **4.2 Overview:** This NOFO is to identify and support qualified organizations currently providing—or able to immediately implement and sustain—comprehensive services for individuals experiencing homelessness. Selected proposals will receive funding from an anticipated \$500,000 annual pool available over a period of up to three (3) years (subject to annual appropriation). Projects must demonstrate alignment with

the City's priorities, as well as operational readiness and sustainability beyond the funding term.

The City is soliciting proposals from qualified entities, people, or organizations for innovative initiatives that comprehensively address homelessness through increased housing options and supportive service provisions. Projects may vary in scale but must demonstrate measurable impact and clear alignment with the City's funding priorities.

Both new and existing programs are eligible, provided they demonstrate operational readiness and a plan for long-term sustainability. Ideally, proposals serve a significant number of individuals or households and directly address one or more of the following community-identified needs:

- Shortage of affordable housing specific to unhoused individuals
- Shelter and housing options for acute needs
- Housing instability and displacement
- Access to supportive services and basic needs
- System improvement, coordination, and collaboration

Proposals must relate to the City's adopted <u>Housing Strategies</u>, <u>Unhoused Strategy and Implementation Plan</u>, and the <u>2020 One Grand Junction Comprehensive Plan</u>. Joint proposals are encouraged to ensure comprehensive service delivery.

Additional consideration will be given to proposals that:

- Promote housing stability and economic self-sufficiency
- Identify measurable outcomes
- Leverage economies of scale to serve groups of individuals or families
- Manage, sustain, and facilitate outreach programs.
- Will deliver solutions that promote the City's goals of expanding shelter capacity, improving service delivery, and supporting long-term housing stability for homeless and vulnerable people.
- **4.3 Background:** Grand Junction, located on Colorado's Western Slope, has experienced rapid growth since 2010, leading to increased housing costs and a 60% rise in houselessness since 2019. The City has responded with strategic initiatives, including a Housing Needs Assessment (2019), Housing Strategy (2021), establishment of a Housing Division (2022), Unhoused Needs Assessment (2023), and multiple updates to both housing and homeless response plans.

While progress has been made, substantial gaps remain in emergency shelter capacity, permanent supportive housing, and supportive services necessary for successful transitions into stable housing. The 2025 phase-out of a temporary

resource center further underscores the need for permanent, coordinated, and scalable solutions.

- **4.4 Scope of Services:** Proposals should include key project information, including:
 - **4.4.1** Operational Plan (as applicable)
 - Program operations: hours, purpose, target demographics
 - Health and Sanitation: access to water, toilets, handwashing, showers, waste disposal
 - Safety: participant code of conduct, emergency response, security measures
 - Transportation and food service plans
 - Sleeping Accommodations
 - Staffing plan: recruitment, training, retention, and anti-discrimination practices
 - Service delivery approach and best practices
 - **4.4.2** Outreach, Communication, and Community Engagement
 - Strategy for client recruiting, engagement, retention, and awareness building
 - Coordination with other services and systems
 - Community engagement strategy that includes the neighbors, local businesses, and the greater community
 - **4.4.3** Onsite Services and Supportive Programming
 - Plan for onsite or connected wrap-around services
 - List of collaborative partners and integration in the broader continuum of care
- **4.4.** Required Components: Proposals must not exceed 30 pages and include clearly defined sections:
 - **4.4.1.** Cover Letter & Executive Summary (Maximum of 2 pages (additional pages may be added as an appendix)
 - history and structure of the Proposer organization, project, and any subcontractors/partners
 - Overview of the proposed project
 - **4.4.2.** Relevant Experience & Qualifications
 - Description of similar projects and outcomes
 - Resumes and roles of key staff for project management

4.4.3. Statement of Work

- Description of services and deliverables, with proposed schedule
- **4.4.4.** Detailed Program Description
 - Implementation timeline and project management approach
 - Anticipated challenges and how your organization will address them
- **4.4.5.** The Cost Proposal shall include all proposed costs and a detailed budget breakdown. All pricing must be **all-inclusive**, covering all necessary expenses required for full performance under the Contract. At a minimum, the budget shall include:
- **4.4.5.1.** Capital Costs (If applicable)
 - Facility lease, purchase, or renovations
 - Major equipment purchases or installations
- **4.4.5.2.** Operational Budget
 - Personnel (e.g., program staff, services, security, sanitation, case management, administrative)
 - Supplies, utilities, food/meals, transportation
 - · Administrative and renewal cost caps
 - Profit margin (if applicable)
- **4.4.5.3.** Additional funding, any other committed, pending, or potential funding sources supporting the project (e.g., grants, donations, in-kind services).

Note:

- All costs must be fully burdened and inclusive of labor, administration, materials, technology, travel, mobilization, and any applicable indirect costs.
- No additional charges (e.g., taxes, insurance, shipping, fuel surcharges, penalties, interest, termination costs, or legal fees) will be paid by the City unless specifically agreed to in writing.
- The City shall not be responsible for any costs not expressly included in the approved Cost Proposal.
- Pricing submitted may be subject to negotiation at the City's sole discretion, prior to contract award.
- **4.5. Funding Eligibility and Readiness:** To be considered for funding, proposers must:
 - Currently provide eligible homeless response services or be demonstrably prepared to implement services upon contract execution.

- Demonstrate the capacity to maintain operations once City funding ends.
- Clearly identify whether the proposal sustains, expands, or introduces new programming.
- Fill critical gaps in existing services
- Demonstrate community partnerships or system coordination
- Include a realistic and documented plan for post-funding sustainability
- **4.6. Deliverables**: Proposals must address at least one of the following and provide a clear framework of how the Proposer will:
 - Expand short-term and emergency shelter
 - Outreach, engagement, and connection of unhoused individuals or households to recovery, employment, education, or long-term stability resources
 - Create long-term housing with supportive services
 - Reduce homelessness through early intervention
 - Expand resources, build new capacity, and drive long-term impact.
 - Smaller-scale projects or those aimed only at sustaining existing services may not be considered
- 4.7. Reporting Requirements: Awarded organizations must provide regular updates on program implementation, including progress toward stated goals, measurable outcomes, and challenges encountered. Reporting must include documentation that supports all expenditures, services delivered, and client outcomes. Reports should be submitted on a schedule determined by the City and must be sufficiently detailed to demonstrate compliance with funding requirements and to inform ongoing program evaluation and oversight. All proposed programs must:
 - **4.7.1.** Establish clear rules and guidelines for facility use, as well as disciplinary processes and practices.
 - **4.7.2.** Be culturally responsive and rooted in trauma-informed care
 - **4.7.3.** Coordinate across community systems and partners
 - **4.7.4.** Demonstrate program sustainability and fiscal responsibility
 - **4.7.5.** Report on health, safety, community impact, including calls for service and mitigation measures
 - **4.7.6.** Include measurable goals and outcomes, including at a minimum:
 - Number of individuals served and community engagements
 - Employment or training status updates

- Transitions to permanent or other stable housing
- Engagement with case managers and supportive services
- **4.7.7.** Other reporting or compliance from a variety of funding sources
- **4.8. Site Conditions/Access/Facility Requirements:** Use of any facility (as applicable) requires compliance with all zoning, building, and fire codes, health, and applicable food service regulations, and general safety. The project ensures that buildings and/or spaces remain clean and safe, will provide a high standard of quality of service, and will maintain a drug, alcohol, and weapon-free environment.

For any facility, the Proposer shall be responsible for ensuring a functional infrastructure and utilities, or a means to adequately contract for the same. This includes ongoing general repairs and maintenance services, such as trash, exterior litter removal, pest control, snow removal, roof and entry upkeep, plumbing and HVAC repairs, and emergency maintenance services as needed.

In addition, the Proposer shall comply with all legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. These requirements include ensuring that the Proposer does not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity).

This shall be in accordance with the following authorities:

- Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. 2000d-1 et seq.), and implementing regulations, at 31 CFR part 22.
- Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794)
- Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), and implementing regulations, at 31 CFR part 28
- Age Discrimination Act of 1975 (Public Law 94-135, 42 U.S.C. 6101 et seq.), and implementing regulations at 31 CFR part 23.
- 4.9. Technology/Security/Data Standards: Comply with required data requirements:
 - **4.9.1.** Use the Colorado Homeless Management System (HMIS)
 - **4.9.2.** Referral tracking through CRN or another similar platform
 - **4.9.3.** Maintain sign-in logs for participants, volunteers, etc.
 - 4.9.4. Secure participant agreements/code of conduct within 24 hours of service
- **4.10. Additional Information: Interim Housing.** In 2024, the City adopted Ordinance 5229, establishing zoning regulations for interim housing, defined as the temporary residential use of multiple relocatable structures for individuals experiencing homelessness (e.g., pallet shelters). Proposals that include interim housing should

review the zoning and development requirements in § 21.04.060 and incorporate considerations into their submission. Funding for interim housing projects will be contingent upon approval through the City's zoning and development review processes. General information about interim housing is available here.

- **4.11. Project Schedule:** The proposal (s) shall include a project schedule outlining key milestones and a timeline for meeting the proposed project deadlines.
- 4.12. Special Conditions/Provisions:
 - 4.12.1. Questions Regarding the Solicitation Process or the Scope of Services:

Kathleen Franklin, Purchasing Agent kathleenf@gjcity.org

4.12.2. Non-Mandatory Pre-Proposal Meeting: Prospective Proposers are encouraged to attend a non-mandatory virtual pre-proposal meeting to gain a clearer understanding of the solicitation requirements and the Scope of Services.

Meeting Details:

m Date: May 28, 2025

(Time: 1:00 p.m. (Mountain Time)

Location: Virtual via Microsoft Teams
 Meeting Link: Join the meeting now

Meeting ID: 235 979 600 987 1

Passcode: jB2Q26ub

This meeting provides an opportunity for Proposers to ask questions and seek clarification regarding the scope, submittal expectations, and evaluation process.

Important notes:

- Attendance is not required to submit a proposal.
- Statements made during the meeting shall not modify the solicitation in any way.

Only information issued in a written addendum by the City shall be considered official and binding

- **4.12.3. Grant Funding:** Project funding may consist of local funds, Community Development Block Grant (CDBG) allocations, and/or other federal and state grant sources.
- **4.12.4. Compliance and Reporting Requirements:** The Contractor(s) shall be responsible for meeting all reporting, documentation, and compliance obligations associated with each applicable funding source. This includes adhering to the specific requirements of federally funded programs such as

CDBG, and any additional conditions imposed by local or external grant administrators.

4.12.5. Budget: Funding requests may range from a minimum of \$75,000 as a one-time request to a maximum of \$500,000 per year, for up to three (3) years, which may be distributed across multiple projects or contracts. Total funding may not exceed \$1.5 million, and all requests must remain within the available funding pool. The City reserves the right to award multiple contracts, and not all proposals may be fully funded. Funding may be available for projects beginning in 2025.

Proposers are expected to submit **cost-effective and competitive proposals** aligned with the Scope of Services. Total funding requested should be clearly justified by the project's scope, scale, and anticipated impact. All proposals will be evaluated based on how well the requested funding aligns with the project's scope, scale, and anticipated impact, taking into consideration available resources.

Funding will not be extended beyond the three (3) year term.

Each proposal must demonstrate a clear plan for operational and financial sustainability throughout the proposed funding period (up to 3 years), supported by:

- Defined performance benchmarks
- Budget projections
- Staffing strategies

Note: Proposers are encouraged to present its budget in a clear, itemized format showing both **annual** and **total** project costs. Proposers should clearly indicate whether each cost is a one-time expense or recurring across the project term.

Proposers must include a strategy to either 'self-sustain' or significantly reduce reliance on City funding following the initial contract term. Proposals that lack a clear plan for continued operation once funding ends may not be considered for the Contract award(s). Strategies may include multi-year fundraising, additional grant applications, program integration, or formal partnerships that reduce operating costs.

- **4.12.6. Key Staff Reassignment:** Key Personnel identified in the proposal shall be contractually committed to the project. Substitutions or replacements shall not occur without the City's prior written approval.
- **4.12.7. City Personnel Time & Deliverable Review Standards:** Proposers shall clearly identify any expected time commitments required by City personnel, including staff involvement in [meetings, interviews, coordination, document review, or approvals]. The City reserves the right to evaluate and negotiate the level of City resources requested as part of its proposal evaluation.

The City expects all reports and deliverables to be complete, accurate, and professionally prepared. Excessive reliance on City staff to provide detailed editing, formatting corrections, or repeated reviews of incomplete or substandard work may be considered noncompliant performance under the resulting Contract.

If the City determines that an unreasonable amount of staff time is being spent reviewing or correcting the Contractor's submittals, the City reserves the right to:

- Require corrections at no additional cost,
- Withhold payment until acceptable revisions are received, or
- Seek reimbursement or compensation for the excessive time spent reviewing or correcting the work of the Contractor.
- **4.12.8. 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 Parties' complete agreement, 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.
- **4.12.9. Project Manager and City Point of Contact:** The City's Project Manager (or designated Point of Contact) shall oversee, approve, and accept all Services/Work performed within the Scope of Services.

During the performance of the Contract, all notices, letters, submittals, and other communications directed to the **City** shall be delivered to the designated City representative at the following address.

Ashley Chambers
Housing Manager
City of Grand Junction, Housing Division
250 N 5th St
Grand Junction, CO 81501

4.12.10. Contract Administrator: The Contract Administrator for the City is responsible for managing contract-related inquiries, including issues, modifications, change orders, amendments, and general communications during the performance of Services. All such matters shall be directed at:

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

The Contract Administrator serves as the primary point of contact for contract administration but is not responsible for technical oversight or work acceptance, which remains under the authority of the designated Project Manager or City Point of Contact.

4.13. Contract Term and Renewal: The Contract(s) shall become effective upon execution by all Parties and shall remain in effect for the duration specified in the resulting Contract, unless otherwise terminated or amended in accordance with its terms.

Where applicable, and subject to available funding and satisfactory performance, the City may, at its sole discretion and by mutual agreement, include renewal options, not to exceed three (3) additional one-year terms.

Renewal opportunities, if included, will be contingent upon:

- Satisfactory Contractor performance, including service delivery and compliance with reporting requirements
- Continued alignment with community needs, priorities, and program outcomes
- Availability and appropriation of funds, including any local, state, or federal grant sources (e.g., CDBG)

Once the available funding pool has been fully allocated or exhausted, no new renewal or extension will be issued unless additional funding is secured and approved.

Unless expressly modified through a duly executed written amendment, all terms, conditions, and **budget or cost** provisions established in the original Contract shall remain unchanged and in full force and effect throughout any renewal period.

Tentative Calendar of Events:

- Solicitation Available: May 16, 2025
- Non-Mandatory Virtual Pre-Proposal Meeting: May 28, 2025
 (Please refer to Section 1.5)
- Deadline for Questions: June 11, 2025 (close of business)

- Final Addendum Posted (if required): June 16, 2025
- Proposal Submission Deadline: June 26, 2025 1:00 p.m. MDT
- City Evaluation of Proposals: June 26 July 4, 2025
- Interviews (if required): Tentative Interview Time Blocks
 - o July 15, 2025 Noon to 5:00 p.m.
 - o July 16, 2025 Noon to 3:00 p.m.
 - July 17, 2025 1:30 to 5:00 p.m.
- Final Selection: Subject to adjustment based on evaluation outcomes and interview scheduling.
- City Council Approval (if required): The Committee will make funding recommendations to the City Council. Projects will be presented and awarded through the formal City Council process. The City Council may request a workshop prior to a formal City Council Meeting
- Contract Execution: Timing will vary depending on the nature of the services, the proposed implementation timeline, and the completion of contract negotiations.

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Section 5.0: Preparation and Submittal of Proposals

5.1. Submission Requirements

Proposals must be submitted electronically via BidNet® Direct Rocky Mountain E-Purchasing System: https://www.bidnetdirect.com/colorado/city-of-grand-junction

- The platform offers both free basic registration and paid subscription plans.
 Free registration may take up to 24 hours to activate, so early registration and submission are recommended.
- Please refer to the <u>BidNet Electronic Vendor Registration</u> page.
- The City does not control or administer the vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring successful submission. Technical assistance must be requested directly from BidNet at (800) 835-4603 before the proposal deadline.

Late submissions will not be accepted under any circumstances.

5.2. Proposal Format

Proposals must be submitted as a single, searchable PDF file and must clearly demonstrate the Proposer's readiness to implement and sustain the proposed project within the funding limits and terms of this NOFO. Proposals should be organized according to the format outlined in Sections 5.3 through 5.11 to ensure consistency and support an objective evaluation process.

5.3. Cover Letter

Proposers shall submit a cover letter succinctly describing its interest in the project and summarizing their qualifications, as outlined in Section 4.4.1. The cover letter must be signed by a duly authorized representative of the Proposer and include the printed name, title, and confirmation of legal authority to bind the organization to the terms of the proposal and any resulting contract.

5.4. Solicitation Response Form

Proposers shall complete and submit the Solicitation Response Form provided in Section 7.0 as part of its proposal. Only the completed form is required; do not return the entire solicitation document unless indicating exceptions, proposed modifications, or marked changes to the terms and conditions.

5.5. Cost Proposal

Submit a **detailed**, **all-inclusive cost proposal** as described in Section 4.0. Pricing must include all costs associated with project delivery. Use the pricing format and categories outlined in Section 4.0, including capital, operational, and administrative costs.

Note: The City will not be responsible for costs not expressly included in the proposal or specifically authorized in writing.

5.6. Capacity, Credentials, Experience, and Qualifications

Proposers must demonstrate capability, expertise, and resources to successfully fulfill the Scope of Services described in Section 4.0 and serve as contract providers to the City.

5.7. Strategy and Implementation Plan

Provide a clear, structured narrative or visual plan outlining your approach to executing the Scope of Services. Address implementation timeline, coordination, performance metrics, and sustainability as required in Section 4.0.

This plan should clearly illustrate the Proposer's readiness and capability to meet the solicitation's requirements and objectives.

5.8. Experience and References

The proposers must demonstrate recent experience delivering homeless services or related programs of a similar scope and scale. While experience in Colorado, especially Grand Junction or the surrounding area, is preferred, it is not required.

Provide at least **three (3) references** from projects completed within the last five (5) years that demonstrate your organization's capacity to:

- Proposers must demonstrate recent experience delivering homeless services or related services to unhoused or vulnerable populations
- Coordinate across community partners
- Manage budgets and timelines
- Deliver measurable outcomes

For each reference, include:

- Client name and contact information
- Dates of service
- Key staff involved

- Summary of services provided, and include any challenges addressed
- Budget and any major changes from the original scope

The City will use this information to assess performance history, service quality, and capacity to deliver results on similar projects.

5.9. Financial Statements

DO NOT INCLUDE FINANCIAL STATEMENTS WITH THE PROPOSAL. If deemed necessary, the Owner may request the Proposer to submit financial statements for its most recent fiscal year prepared by a Certified Public Accountant (CPA). The requested documents may include:

- A balance sheet
- A profit and loss statement
- Any other relevant documentation demonstrating the Proposer's financial capacity and stability to perform under this solicitation

Upon request, financial information will be treated as confidential and exempt from public disclosure to the extent permitted by law.

The financial documentation must reflect the financial position of the specific entity, division, or subsidiary responsible for performing the services. For partnerships or joint ventures, separate financial statements must be provided for each general partner or member. Consolidated statements of a parent company or joint venture entity will not be accepted in place of individual financial documentation.

5.10. Legal Proceedings/Litigation

Proposers must disclose any legal proceedings, lawsuits, or regulatory actions involving the Proposer, its employees, or any subcontractors who may be involved in performing services under this Contract. This includes:

- All pending or current litigation, including the status of each case
- Any matter filed, settled, or adjudicated within the past five (5) years

For each case, provide:

- A brief description of the underlying issue
- The status or outcome

Failure to disclose relevant legal proceedings may impact the evaluation process.

5.11. Additional Data (Optional)

You may include any value-added services, innovations, or supplemental materials that enhance the proposal.

This section is optional, but Proposers are encouraged to include information that may strengthen its proposal and demonstrate added value to the Owner.

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Section 6.0. Evaluation Criteria and Factors

6.1. Overview

An evaluation committee appointed by the City will review all responsive proposals to assess the Proposer's qualifications, capacity, and demonstrated ability to effectively perform the Scope of Services. Evaluations will consider the proposer's integrity, responsiveness, and the degree to which the proposal meets or exceeds the solicitation requirements and community priorities outlined in Section 4.0.

6.2. Intent

Only proposals that meet the minimum qualification criteria will be considered. Proposers must clearly demonstrate the ability to deliver innovative, large-scale, and sustainable solutions that address homelessness in Grand Junction.

6.3. Evaluation Summary

Each proposal will be evaluated and prioritized according to the following weighted criteria. The City reserves the right to:

- Accept or reject any portion of a proposal
- Consider past performance on City or related projects
- Make an award, if any, in the best interest of the City

6.4. Scoring Methodology

Evaluation committee members will independently score each qualitative factor on a scale from 1 (low) to 10 (high). The final score will reflect the weighted average across all evaluation factors.

6.4.1. Evaluation Criteria and Weighted Values (Total 100%)

Evaluation Factor	Weight	Description
Responsiveness to Solicitation	5%	Completeness, accuracy, and compliance with submittal instructions.
Understanding of Services and Objectives	15%	Demonstrated understanding of the City's goals and strategic priorities.

Qualifications, Experience, and Capacity	35%	Relevant experience and demonstrated ability to deliver large-scale, collaborative projects. Includes credentials of key personnel.
Strategy and Implementation Plan	35%	Feasibility, clarity, and innovation of the proposed approach. Includes operational, staffing, and sustainability plans.
Budget Utilization and Value Maximization	10%	Demonstrated ability to use the requested funds efficiently and strategically to maximize impact for individuals experiencing homelessness. Evaluation will consider cost-effectiveness, alignment of the budget with proposed activities, and the extent to which the proposal delivers meaningful outcomes within the available funding

6.4.2. Fee or Pricing will not be evaluated for this solicitation.

6.5. Shortlisting Proposers

The City will apply the following process to evaluate and shortlist proposals, while reserving the right to modify or waive any part of this process if deemed in the City's best interest:

- Compliance Review: All submitted proposals will be reviewed for compliance
 with this solicitation's mandatory requirements. Proposals that are incomplete,
 non-responsive, or fail to follow the required format may be disqualified from
 further consideration. The Purchasing Agent may request clarifications from
 Proposers if needed, at the City's sole discretion.
- Evaluation and Scoring: Each member of the evaluation committee will
 evaluate each proposal independently in accordance with the criteria outlined
 in Section 6.4. Scores will be compiled into an Evaluation Matrix to assist the
 committee in ranking and prioritizing responsive proposals for further
 consideration.

6.6. Reference Checks

The City reserves the right to conduct reference checks for top-ranked Proposer(s) to verify prior experience delivering large-scale homeless response services, housing programs, or related supportive services. Reference checks may include, but are not limited to:

Demonstrated outcomes in serving unhoused or housing-insecure populations

- Performance on projects involving shelter operations, interim or supportive housing, outreach, or case management
- Adherence to timelines, budgets, and compliance with reporting or regulatory requirements
- Responsiveness, collaboration with community partners, and quality of services delivered

The City may contact references listed in the proposal and/or other individuals or organizations familiar with the Proposer's work. The City also reserves the right to request samples of program reports, deliverables, or outcome data, and to conduct virtual or inperson site visits to further evaluate the Proposer's capacity and past performance in similar service environments.

6.7. Interviews

At its discretion, the City may invite top-ranked Proposers—typically those scoring within the top 85% to 100%—to participate in an interview (virtual or in-person). Interviews will provide an opportunity to further evaluate the Proposer's qualifications, proposed approach, and demonstrated ability to deliver innovative, large-scale, and collaborative solutions that address homelessness in the Grand Junction community.

The City reserves the right to adjust this threshold based on the quality and number of proposals received.

Interview invitations will include:

- Interview format and evaluation expectations
- Duration and structure of the interview session
- Location (virtual or in-person)

During the interview, the City may ask clarifying questions related to:

- How the proposed project integrates with existing service networks
- Methods for monitoring and adjusting performance over the contract term
- Project implementation and timeline
- Partnership strategies and coordination with service providers
- Operational readiness and staffing
- Sustainability and funding plans
- Performance measurement and reporting

The interview process is intended to ensure alignment between the Proposer's capabilities and the City's strategic objectives outlined in the Scope of Services.

6.8. Negotiations

The City reserves the right to negotiate with the highest-ranked Proposer following the evaluation process. The City will not negotiate with lower-ranked Proposer(s) unless negotiations with higher-ranked Proposer(s) are unsuccessful and formally concluded.

If selected for negotiations, the Proposer may be required to submit revisions to its proposal, which may include, but are not limited to:

- Price adjustments or Best and Final Offers (BAFOs)
- Refinements to technical or scope-related components of the proposal
- Other modifications as reasonably requested by the City to ensure alignment with project goals and requirements

All negotiations shall be conducted at the City's sole discretion and in a manner deemed to serve the City's best interest.

6.9. Award

The City reserves the right to:

- If deemed in the City's best interest, award a contract in whole or part, make multiple awards, or award a primary and secondary contractor.
- Reject any or all proposals and waive informalities or irregularities.
- Consider past performance with the City or other public entities as part of the evaluation.
- Additionally, it may not make an award if it is determined to be in the City's best interest.

6.10. Contract Execution

- The selected Proposer must execute the contract within a specified timeframe after award notification. Failure to do so may result in a contract award to the next highest-ranked proposer or re-solicitation.
- The award is contingent upon funding availability and final City approval.

6.11. Notice of Intent to Award & Protest Procedures

- A Notice of Intent to Award may be issued before final contract execution.
- Any formal protest must be submitted in writing within a specified timeframe following the Notice of Intent to Award, following the City's <u>Procurement Policy</u>.

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Section 7.0. Solicitation Response Form

RFP-5684-25-KF "Comprehensive Community Solutions for Individuals Experiencing Homelessness"

The proposer must submit the completed, dated, and signed form.

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 Solicitation and submitted the proposal and schedule of fees and services attached hereto.

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

The undersigned Proposer hereby acknowledges and agrees to the terms and conditions outlined in this solicitation. By submitting this Proposal, the Proposer certifies that it is fully prepared, willing, and able to perform and provide the services/work described herein, should the City accept and award the Contract.

The undersigned Proposer acknowledges the City's sole discretion to reject any Proposal, waive informalities or irregularities, and take any action deemed in the City's best interest.

By submitting this Proposal, the Proposer certifies— and, in the case of a joint Proposal, each participating party certifies independently— that the Proposal has been developed and submitted without collusion, consultation, communication, or agreement with any other Proposer or competitor regarding any aspect of the Proposal, including pricing, terms, or strategy.

By submitting this Proposal, the **Proposer** certifies that:

- The prices contained in the Proposal have not been knowingly disclosed to any other Proposer and will not be disclosed before the award.
- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Proposal in a manner that restricts competition.
- The individual signing the Proposal is a duly authorized agent of the Proposer and has the legal authority to bind the Proposer to all representations, supporting documentation, and fees/prices provided in the Proposal.

RECEIPT OF ADDENDA

The undersigned Proposer acknowledges receipt of all Addenda issued for this Solicitation, including modifications to the Specifications and Contract Documents.

•	Total number	of Addenda received:	

The Proposer is solely responsible for ensuring that all Addenda have been received, reviewed, and acknowledged as part of the Proposal submission.

Additionally, the Proposer must submit:

- A letter signed by the entity's Owner or a Statement of Authority delegating authorization to act on behalf of the Proposer.
- A completed and current IRS Form W-9 before contract execution.

Proposer Information and Authorization

Entity Name:	
Authorized Agent Name & Title:	
Authorized Agent Signature:	
Telephone Number:	
Email Address of Agent:	
Business Address:	
City, State, ZIP Code:	
Date ⁻	

Subcontractor Disclosure

The undersigned Proposer intends to subcontract the following portion(s) of Services/Work:

Name, address, city, and state of Subcontractor	Description of Service(s) to be performed	Est. Value & % of Service(s)
		_
		_
		_

The **Proposer** certifies that all listed subcontractors are qualified to perform the specified services and will comply with all applicable contract requirements.

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