



**Request for Proposals
RFP-4287-16-SH**

**Sale or Lease of the Property Known as
Two Rivers Convention Center
159 Main Street
Grand Junction, CO**

RESPONSES DUE:

November 8, 2016 prior to 2:30 PM Local Time

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing
System (RMEPS)**

<https://www.rockymountainbidsystem.com/default.asp>

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

PURCHASING REPRESENTATIVE:

Susan Hyatt, Purchasing Supervisor

susanh@gjcity.org

970-244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSALS

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 **Issuing Office:** This Request for Proposals (RFP) is issued by the City of Grand Junction, Colorado. All contact regarding this RFP shall be directed to:

RFP Questions:

Susan Hyatt, Purchasing Supervisor
susanh@gjcity.org

- 1.2 **Purpose:** The purpose of this RFP is to obtain proposals from qualified professional developers to purchase or lease the Two Rivers Convention Center (TRCC) property and redevelop the property as a commercial, residential, or mixed use project.
- 1.3 **The Owner:** The Owner is the City of Grand Junction and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 **Pre-Proposal Briefing:** Two pre-proposal briefings will be offered to all professional development firms interested in this project. Attending at least one of these meetings is recommended by all Developers intending to submit a response to this RFP. Attendance may be in person **or** via a dial-in conference line at 970-255-2231. For those attending the pre-proposal briefing in person, a site visit will be offered after the briefing, if desired.

-The 1st pre-proposal briefing shall be held at the City of Grand Junction City Hall Auditorium located at 250, N. 5th Street, Grand Junction, CO on September 26, 2016 at 10:00am.

-The 2nd pre-proposal briefing shall be held at the City of Grand Junction City Hall Auditorium located at 250, N. 5th Street, Grand Junction, CO on October 5, 2016 at 10:00am

- 1.5 **Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.6 **Submission:** Please refer to section 4.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please plan accordingly.)* Please view our "**Electronic Vendor Registration Guide**" at <http://www.gjcity.org/BidOpenings.aspx> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 4.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise

during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)

- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initiated by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Owner. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.10 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.11 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary
- 1.12 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section titled “Confidential Material”. Disqualification of a proposal does not eliminate this right.

- 1.13 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.14 Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions
- 1.15 Open Records:** All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.16 Sales Tax:** City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.17 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Developer. By executing the contract, the Developer represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include

all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Developer shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the work. The Developer shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Developer observes that any of the Contract Documents are at variance in any respect, Developer shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by change order/amendment. If the Developer performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, Developer shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Work:** The Developer shall be responsible to the Owner for the acts and omissions of all their employees and all other persons performing any of the work under a contract with the Developer.
- 2.5. Use of the Site:** The Developer shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.6. Cleanup:** The Developer at all times shall keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of work they shall remove all their waste materials and rubbish from and about the project, as well as all their equipment and surplus materials.
- 2.7. Protection of Persons & Property:** The Developer shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Developer shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Developer in the execution of the work, or in consequence of the non-execution thereof by the Developer, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.8. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Developer signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.

- 2.9. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.10. Uncovering & Correction of Work:** The Developer shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Developer shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.11. Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.12. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders/amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.13. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.14. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Developer hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.15. Debarment/Suspension:** The Developer hereby certifies that the Developer is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.16. Confidentiality:** All information disclosed by the Owner to the Developer for the purpose of the work to be done or information that comes to the attention of the Developer during the course of performing such work is to be kept strictly confidential.
- 2.17. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.18. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements,

either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.

- 2.19. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- 2.20. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.21. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.22. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.22.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.22.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
 - 2.22.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.23. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.24. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.25. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs

resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

- 2.26. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.27. Force Majeure:** The Offeror 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 Offeror, unless otherwise specified in the contract.
- 2.28. Indemnification:** Offeror 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 Offeror, or of any Offeror's agent, employee, subDeveloper or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.29. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.30. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.31. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.32. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.33. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- 2.34. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.35. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.36. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.37. 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. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.38. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.39. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Developer is not entitled to any Contingency/Force Account funds that are not authorized by Owner.
- 2.40. Gratuities:** The Developer 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 Developer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.41. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.

- 2.42. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.43. Benefit Claims:** The Owner shall not provide to the Developer any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.44. Default:** The Owner reserves the right to terminate the contract immediately in the event the Developer fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Developer.
- 2.45. Multiple Offers:** Proposers must determine for themselves which product or service to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.46. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.47. Definitions:**
- 2.47.1.** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.47.2.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.47.3.** "Developer" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Developer means the Developer or his authorized representative. The Developer shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Developer shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Developer shall not commence work without clarifying Drawings, Specifications, or Interpretations.

2.47.4. “Sub-Contractor is a person or organization who has a direct contract with the Developer to perform any of the work at the site. The term sub-Developer is referred to throughout the contract documents and means a sub-Contractor or his authorized representative.

2.48. Public Disclosure Record: If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable “Public Disclosure Record”, a statement of financial interest, before conducting business with the Owner.

2.49. Keep Jobs in Colorado Act: Developer shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works projects. Developer shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Developer claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Developer shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Developer shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Developer shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.49.1. "Public Works project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

SECTION 3.0: SPECIFICATIONS/SCOPE OF SERVICES

3.1 General/Background: The purpose of this RFP is to obtain proposals from qualified professional developers to purchase or lease the Two River Convention Center (TRCC) property and continue to operate a highly functioning convention center. The property will be offered for sale or lease to the successful developer, subject to the development restrictions set forth herein and successful negotiations. The Owner reserves the right to reject any or all responses.

The ideal scenario is to incorporate the convention center with a comprehensive hotel/resort or other such amenities to benefit downtown and the community as a whole.

Responses should be creative and generate excitement for the property. Upgrades to the existing convention center are necessary. Proposals that include the necessary capital improvements will be viewed more favorably.

TRCC is located at the western boundary of the Central Business District of the City adopted Greater Downtown Plan. The Grand Junction Comprehensive Plan recognizes the importance of downtown with a goal to “support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.” Further, primary goals of the Greater Downtown Plan support the redevelopment of the TRCC property as follows:

- to “promote downtown living by providing a wide range of housing opportunities, primarily in the Downtown District”;
- require density/intensity in the Downtown District as prescribed by the Comprehensive Plan, primarily within the Central Business District;
- jump-start the revitalization and reinvestment in the Downtown District with strategic catalyst projects;

The Two Rivers Convention Center property is zoned B-2, Downtown Business, a flexible zone district calling for concentrated downtown retail, service, office and mixed use. The property is also within the Central Business District Core Area Zoning Overlay which provides for additional flexibility and design options appropriate in a downtown context. Goals and policies in the CBD Core Area promote the activation of the streets through emphasis on higher pedestrian traffic and minimized building setbacks; and encourage high quality, compatible design, high density, mixed-use development, two story minimum and shared parking. The property is also located within the City’s Redevelopment Area, so development of the property will qualify for a reduced transportation impact fee (Transportation Capacity Payment).

TRCC has nearly 23,000 square feet of space to accommodate groups up to 2,000 people. A fountain named “the Song of Two Rivers” greets visitors as they approach the main entrance, and an atrium greets them once inside. Three ballrooms of at least 5,800 square feet each are on one side of the center, with six smaller rooms across the Concourse Hallway. TRCC has gone green by recycling and using earth friendly cleaning products, with other features like solar panels and carpet made from recycled materials.

TRCC partners with other members of the community like City of Grand Junction, Grand Junction Visitor & Convention Bureau, Grand Junction Downtown and Grand Junction Chamber of Commerce.

TRCC has an extremely high level of service and it is expected the future owner or lessee will maintain that high standard.

3.2 Community Information: As the major hub between Denver and Salt Lake City, Grand Junction is easily accessible from all directions. By car, it is approximately 2 hours from Aspen and approximately 4 hours from Denver or Salt Lake City. The Grand Junction Regional Airport is served by four airlines with nonstop flights to Denver, Salt Lake, Phoenix, Los Angeles, Dallas and Houston.

Shaded by red rock cliffs and mesas that surround Grand Junction, the Grand Valley is home to more than 20 wineries and vineyards that serve up some of Colorado's best wines.

Hotels and lodging options will meet the needs of any traveler.

- According to Rocky Mountain Lodging Report 2016 YTD through June, the average occupancy rate for Grand Junction is 62,1% and the average daily rate (ADR) is \$84.61.
- In 2015 the occupancy rate was 56.4% and the ADR was \$83.27.
- There are currently 34 different hotels in the Grand Junction providing 3038 rooms.
- The Grand Junction Visitor and Convention Bureau is reporting 90 confirmed groups who will be visiting the area in the next few months with an estimated impact of \$2,391,511. Many of the groups will be utilizing Two Rivers Convention Center.

As the only convention center in town, TRCC can offer a host of options for any convention or meeting. TRCC has access from a busy, heavily traveled street with traffic counts of about 20,000 per day; and also has access from calm, low-volume, pedestrian friendly streets like Colorado and Main with traffic counts of about a 1000 per day.



The City of Grand Junction hired a consultant in 2015 to provide an un-biased evaluation of how the community stands as a location for new and expanding businesses. Some of the assets described in the Competitive Location Assessment report include:

- Good portfolio of manufacturing companies
- Major east/west highway serving the region – I-70
- Good commercial air service
- Land resources that support development needs long into the future
- Incentives – willingness to engage to make things happen
- Ample utility resources
- Modest operating costs
- Higher education model CMU/WCCC – K-12 Education

- Strong regional medical center
- Solid anchors for diversification; e.g. sports, downtown, niche markets
- Entrepreneurial spirit in cities and county

Opportunity examples identified by the consultant firm included:

- Position and recognition in the sports arena; Grand Junction’s reputation and position with JUCO and CMU’s sports is a tremendous opportunity to add a unique mix to the valley’s overall visitor attractions. Expanding that market position to other sports will grow the Visitor Market.
- Related to the Visitor Market, consider opportunities for a resort development.
- For emerging markets and the millennials attracted to those jobs, downtown living will be important – artist lofts, cool neighborhoods – all have a good head start in this community already.
- Grand Junction’s River District and downtown, if readied and positioned, are “excellent opportunities for new business expansion and a unique branding message”.
- One of Mesa County/Grand Junction’s most unique and rare assets (along with wine) is the outdoor experience which spans all seasons.

The consultant firm provided tactical targeting segments for business recruitment. The target sectors identified align, for the most part, with the existing industries located in the region. While not all the targets are actively recruited, the position is evident. The consultant specifically identified an “opportunity for resort development” and strongly encourages revitalization of the Convention Center.

- They suggest the City position the urban center to be vibrant employment and residential center by encouraging business collaboration, innovation and entrepreneurship.
- Two Rivers Convention Center and the revitalization can be a catalyst to promote all the positive outcomes the consultant visualized.

From a development standpoint, there are several vacant properties near TRCC that could complement plans for a company or firm wanting to provide a destination convention center of high quality to help the community’s unmet need.



Vacant properties highlighted in red slash marks. TRCC surrounded by yellow border.

3.3 Business characteristics: TRCC financials, and the City as a whole, can be found in the Comprehensive Annual Financial Report (CAFR) at this link:
http://www.gjcity.org/Comprehensive_Annual_Financial_Report.aspx.

Upcoming conferences held annually at TRCC:

1. Annual Conference	(2200 attendees-sold out)	October 1, 2016
2. Annual Championship		October 22, 2016
3. Annual Business Showcase	(1500 attendees)	October 25, 2106
4. Annual Gala-Masquerade	(800 attendees)	November 12, 2016
5. Annual Luncheon	(1400 attendees)	November 2016
6. Annual Gala	(850 attendees)	January 2017
7. Annual Dinner	(600 attendees)	March 11, 2017
8. Annual Conference	(300 attendees)	April 3-6, 2017
9. Annual Conference	(250 attendees)	May 8-11, 2017
10. Annual Conference	(300 attendees)	May 15-17, 2017
11. Annual Meeting/Conference	(150 attendees)	June 22-25, 2017
12. Annual Gala	(700 attendees)	4 th weekend in Sept.

Other confirmed events at TRCC include:

Home and Gadget Expo (1500 attendees)	October 29, 2016
Black Canyon Outdoor Expo (1000 attendees)	March 16-17, 2017
Colorado Governor’s Tourism Conference (550 attendees)	October 25-27, 2017

3.4 Property Information:

GIS Map Link to Property: http://arcgis-app.gjcity.org/internal_gis_map/index.html?map=developmentmap

Legal Description: LOTS 4 THRU 12 BLK 121 & S2 MAIN ST ADJ ON N & N2 ALLEY ADJ ON S & W2 2ND ST ADJ ON E AS PER B-1011 P- 822 & 823 GRAND JUNCTION SEC 14 1S 1W LOTS 4 THRU 12 BLK 121 & S2 MAIN ST ADJ ON N & N2 ALLEY ADJ ON S & W2 2ND ST ADJ ON E AS PER B-1011 P- 822 & 823 GRAND JUNCTION SEC 14 1S 1W

Parcel Numbers: 2945-143-24-941, 2945-143-24-948, 2945-143-24-942, 2945-143-25-948, 2945-143-25-949.

It is anticipated these separate parcels will be replatted into one piece of property, either by the City of Grand Junction or by the new owner. The Colorado Avenue ROW and alley ROW at the south end of the property should be vacated. The City shall maintain ownership of the 1st Street frontage (outlined in green) for future ROW needs and entryway beautification.



The property is within the boundary of the Downtown Development Authority and will be included in the Downtown Business Improvement District (BID) boundaries upon sale or lease.

Zoning: B-2.

Mesa County Assessor Account Number: R064106

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

1. Purchase and Sale Agreement for purchase of the Property.
2. Development Agreement.

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

- 3.5 Pre-Proposal Briefing:** Two pre-proposal briefings will be offered to all professional development firms interested in this project. Attending at least one of these meetings is recommended by all Developers intending to submit a response to this RFP. Attendance may be in person or via a dial-in conference line at 970-255-2231. For those attending the pre-proposal briefing in person, a site visit will be offered after the briefing, if desired.

-The 1st pre-proposal briefing shall be held at the City of Grand Junction City Hall Auditorium located at 250, N. 5th Street, Grand Junction, CO on September 26, 2016 at 10:00 A.M

-The 2nd pre-proposal briefing shall be held at the City of Grand Junction City Hall Auditorium located at 250, N. 5th Street, Grand Junction, CO on October 5, 2016 at 10:00 A.M.

3.6 RFP Tentative Time Schedule:

- | | |
|--|--------------------------|
| • Request for Proposal available on or about | September 12, 2016 |
| • 1 st Pre Proposal Briefing | September 26, 2016 |
| • 2 nd Pre Proposal Briefing | October 5, 2016 |
| • Inquiry deadline, no questions after this date | October 18, 2016 at noon |
| • Addendum Posted | October 24, 2016 |
| • Submittal deadline for proposals | November 8, 2016 |
| • Owner evaluation of proposals | November 9-18, 2016 |
| • Interviews (if required) | November 28-30, 2016 |
| • City Council Approval | December 21, 2016 |
| • Contract execution | December 22, 2016 |

3.7 Questions Regarding Scope of Services:

Susan Hyatt, Purchasing Supervisor
susanh@gjcity.org

SECTION 4.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Proposals shall be submitted in electronic format only, through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to I**.

- A. Cover Letter:** Cover letter shall be provided which explains the Developer’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Developer agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the Owner and include prior experience in similar projects.

- C. **Strategy and Implementation Plan:** Describe your (the Developer's) interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Developer may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. **Include a description of the proposed development, intended uses, and how the project will be integrated with neighboring properties, and a detailed schedule identifying the anticipated timing of the development of the project, and an estimate of time commitments from Owner staff.**
- D. **Conceptual Site Plan:** Provide a visual depiction of proposed development with detailed information relative to building size, architectural character and site data.
- E. **References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- F. **Property Purchase Price or Annual Lease Price:** Provide your proposed purchase price or annual lease price for the Property using Solicitation Response Form found in Section 6.
- G. **Solicitation Response Form:** Provide a completed and signed Solicitation Response Form with your proposal submittal.
- H. **Financial Statements:** Proposer shall provide a financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations under the terms of this RFP. If requested by the Proposer, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.
- I. **Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 5.0: EVALUATION CRITERIA AND FACTORS

- 5.1 **Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 5.2 **Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience/Required Skills and Capabilities
- Strategy & Implementation Plan, including planned improvements to the Convention Center
- Conceptual design for future development
- References
- Financial Stability
- Purchase or Lease Price

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

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

5.3 Oral Interviews: The Owner may invite the most qualified rated proposers to participate in oral interviews.

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

SECTION 6.0: SOLICITATION RESPONSE FORM

RFP-4287-16-SH Sale or Lease of Two Rivers Convention Center

Offeror must submit entire Form completed, dated and signed.

1) Total proposed purchase price for Property:

TOTAL PRICE \$ _____

WRITTEN: _____ **Dollars.**

OR

2) Total proposed annual lease price for Property:

TOTAL ANNUAL LEASE PRICE \$ _____

WRITTEN: _____ **Dollars.**

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. Payment Terms _____.

RECEIPT OF ADDENDA: the undersigned Developer acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent Signature

Address of Offeror

City, State, and Zip Code

Authorized Agent – (Typed or Printed)

Phone Number

E-mail Address of Agent

Date