

Request for Proposal RFP-4827-20-DH

Housing Needs Assessment and Housing Strategies Report (Re-Solicited)

RESPONSES DUE:

September 30, 2020 prior to 3:00 PM 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 <u>MUST</u> contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Duane Hoff Jr., Senior Buyer duaneh@gjcity.org (970) 244-1545

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 PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

1.1 Issuing Office: This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is directed to:

RFP QUESTIONS:

Duane Hoff Jr., Senior Buyer duaneh@gjcity.org

- **1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to produce a two phase study, consisting first of a Grand Valley Housing Needs Assessment and second of a City of Grand Junction Housing Strategies Report as described in this proposal document. Phase two of this study may be deferred at the request of the City of Grand Junction pending analysis of the phase one deliverables.
- **1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- **1.4 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.
- 1.5 Submission: Please refer to section 5.0 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 Guide" http://www.gjcity.org/business-and-economic-Vendor Registration at development/bids/ for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. The uploaded response to this RFP shall be a single PDF document with all required information included. (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).
- **1.6** Altering Proposals: Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

- **1.7 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.
- **1.8** Acceptance of Proposal Content: The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- **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 City Purchasing Division. 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 <u>www.rockymountainbidsystem.com</u>. 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 Services 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 entitled "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 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, 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.
- **1.15** Sales Tax: The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- **1.16 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 Letter of Interest or Cover Letter by the autographic signature of 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 including compensation, 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 Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services are 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 Services 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 Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Services. If the Firm observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Firm performs any Services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- **2.4.** Responsibility for those Performing the Services: The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the Services under a contract with the Firm.
- 2.5. Changes in the Services: The Owner, without invalidating the contract, may order changes in the Services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the Services or an adjustment in the contract sum or the contract time.
- **2.6. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the Services 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.
- 2.7. Uncovering & Correction of Services: The Firm shall promptly correct all Services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected Services, 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 Services under the above paragraphs shall be removed from the site where necessary and the Services shall be corrected to comply with the contract documents without cost to the Owner.
- **2.8.** Acceptance Not Waiver: The Owner's acceptance or approval of any Services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his Services. 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.
- **2.9.** Change Order/Amendment: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- **2.10. 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.

- 2.11. 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. Firm 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.
- **2.12. Debarment/Suspension:** The Firm herby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- **2.13. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Services to be done or information that comes to the attention of the Offeror during the course of performing such Services is to be kept strictly confidential.
- **2.14.** Conflict of Interest: No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- **2.15. 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.
- 2.16. 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.
- **2.17. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
 - 2.17.1. 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.
 - 2.17.2. 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.
 - 2.17.3. 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.

- **2.18.** 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).
- **2.19.** 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.
- **2.20.** 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.
- **2.21. 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.
- **2.22.** 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.
- **2.23. 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, subFirm 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.
- **2.24. 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 Servicesers' Compensation, normally provided by the Owner for its employees.
- **2.25.** 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.

- **2.26. Ownership:** All work product, prints, etc., shall become the property of the Owner.
- **2.27. 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.
- **2.28. 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.
- **2.29.** 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.
- **2.30.** Expenses: Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- **2.31. 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.
- 2.32. Public Funds/Non-Appropriation of Funds: Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners 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.
- **2.33. 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.
- **2.34. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- **2.35. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.

- **2.36.** Benefit Claims: The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- **2.37. Default:** The Owner reserves the right to terminate the contract in the event the Firm 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 Offeror.
- **2.38. Multiple Offers:** 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.
- **2.39. 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 under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.40. Definitions:

- 2.40.1. "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.
- 2.40.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.40.3. "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence Services without clarifying Drawings, Specifications, or Interpretations.
- 2.40.4. "Sub-Firm is a person or organization who has a direct contract with the Firm to perform any of the Services at the site. The term sub-Firm is referred to throughout the contract documents and means a sub-Firm or his authorized representative.
- **2.41. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or subproposers 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.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Firm of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum combined single limits of:

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

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

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

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

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

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

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

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

3.2 Additional Insured Endorsement: The policies required by paragraph (b) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1. General: The City of Grand Junction, Colorado (City) is seeking proposals from qualified consultants to produce a Grand Valley Housing Needs Assessment and City of Grand Junction Housing Strategies Report as described in this proposal document. The project shall be conducted in two phases. Phase One shall consist of the Grand Valley Housing Needs Assessment focused primarily on data collection. Phase Two shall consist of the City of Grand Junction Housing Strategies Report and may be deferred or canceled pending review of Phase one deliverables.

4.2 Background: Community Context

The Grand Valley of Mesa County, Colorado is the largest population center between the Denver, Metropolitan Area (250 miles east) and the Salt Lake City Metropolitan Area (270 miles west). It serves as the economic and service center for communities in Western Colorado and Eastern Utah. The urbanized area of the Grand Valley is comprised of four major population centers: Clifton (unincorporated), Fruita, Grand Junction, and Palisade. A large majority of Mesa County's approximately 152,000 residents live in one of these four communities, with approximately 65,000 residing in the 40-square-mile City of Grand Junction. Residents of each of these communities frequently live, work, and take leisure in one or more of the other communities.

The Grand Valley's housing market experienced rapid change in the past decade, having recessed until 2013 and since rebounded to experience low housing vacancy rates and high price appreciation on par with the early 2000s and early 1980s expansion eras. The Grand Valley's economy has significantly diversified in this time period, with growth in healthcare, educational services, construction, recreation, and other sectors, whereas employment has historically been focused in oil and gas and related industries. Through February 2020, the area experienced noticeable wage growth and its lowest unemployment rate in 30 years. Unemployment has risen dramatically in 2020 in relation to the COVID-19 pandemic, but Mesa County's unemployment has not increased as significantly as the rest of the state on average. Appreciation of housing prices has increased over 70% from 2011 and has significantly outpaced wage growth. Further, demand for housing both in the rental and buyer markets appears to be significantly outpacing production/availability in the Grand Valley.

These trends are expected to continue in the foreseeable future, as is the need for safe, quality, attainable housing in the Grand Valley.

4.3 **Project Overview:**

Purpose: The purpose of the study is to assess current housing conditions and needs, make projections/predictions of future housing conditions and needs, and provide recommendations for policies, practices, and regulatory changes that can be implemented between to address gaps housing need and supply. Assessment and projections/predictions of conditions and needs fall primarily in the scope of Phase One: Grand Valley Housing Needs Assessment. Strategy and policy development will fall primarily in the scope of Phase Two: City of Grand Junction Housing Strategy pending analysis of Phase One findings.

Required Components: Information provided in Phase One: Grand Valley Housing Needs Assessment shall include a demographic and economic framework; housing inventory; analysis of housing market conditions for both rental and homeownership; housing for special needs populations, students, seniors, and the chronically homeless; housing stock in terms of location, type, and quality; gaps between identified housing need and housing supply; and other data as required per US Department of Housing and Urban Development (HUD) guidance for an Analysis of Impediments to Fair Housing (AI) study and a 5-year Consolidated Plan. Each element should include information for the Grand Valley identified by community/municipality, and by census tract wherever possible. Phase Two: City of Grand Junction Housing Strategy shall consist primarily of policy and practice recommendations for near-term and long-term strategies for meeting housing needs. These recommendations shall be specific in nature and shall be focus on implementation by the City of Grand Junction and its housing partners/organizations.

Area of Study: The area of study for Phase One: Grand Valley Housing Needs Assessment shall include the urbanized area of Mesa County referred to as the Grand Valley including the communities of Clifton, Palisade, Grand Junction, Fruita, and unincorporated areas of Mesa County within the Grand Valley. Phase Two: City of Grand Junction Housing Strategy shall focus on the City of Grand Junction and it growth area.

Application of Findings: The desired outcome of the Housing Needs Assessment and Housing Strategies Report is to provide data and analysis that will be used:

- As a basis for development of the City's Community Development Block Grant (CDBG) Consolidated Plan, Annual Reports, and Analysis of Impediments to Fair Housing Choice;
- To inform planning analysis for various neighborhoods and subareas including Subarea Plans;
- By City staff and area organizations to inform various grant applications and Low

Income Housing Tax Credit (LIHTC) proposals;

- Identify trends in the local housing market and gaps between need and supply.;
- To provide specific recommendations for the City of Grand Junction for implementing strategies to address near-term and long-term housing needs.

• To provide specific recommendations for the City of Grand Junction's housing partners/organization for implementing strategies to address near-term and long-term housing needs.

4.4 Specifications/Scope of Services

The awarded consulting firm will produce a Housing Needs Assessment for Colorado's Grand Valley and, if deemed warranted by the City of Grand Junction, a Housing Strategies report for the City of Grand Junction as described in this Request.

4.4.1 Minimum Specifications:

The final scope of services will be the result of negotiations between the City and the selected consultant as to how to best meet the City's goals for the planning process. The Housing Needs Assessment and Housing Strategies Report should include, but are not limited to, analysis of the following as provided below. Should one or more of this data be considered by the Consultant as irrelevant or superfluous to assessing housing needs or developing related strategies, please indicate this in the response.

PHASE ONE: GRAND VALLEY HOUSING NEEDS ASSESSMENT

A. Demographic Data

- 1. Population Age, Ethnicity and Race, Special Needs, Educational Attainment
- Households Size, Income, Employment, Tenure, Cost Burden, MFI Category, Single Parents, Changes in Income Associated with COVID-19 Pandemic

B. Economic Conditions

- 1. Commuting Patterns and Transit Access
- 2. Labor Force, Unemployment, and Employment Trends

3. Major Employers, Employment Sectors, and Projected Job Growth by Sector

- 4. Regional Comparison of Economic Conditions
- 5. Wage Trends, Earnings by Sector, Relative Cost of Living

C. Housing Stock and Trends

1. Housing Stock by Age, Condition, Type, Density, Tenure, Group Quarters Status, Accessibility, and Location

- 2. Cost of Construction by Housing Type
- 3. Overcrowding, Severe Overcrowding, and Habitability
- 4. Units with Incomplete Plumbing/Kitchen
- 5. Building Permits, MLS, and Development Pipeline
- 6. Household Access to Broadband

D. Homeownership Market

- 1. Geographic Dispersion of Sales by Price Point
- 2. Payment Delinquency/Foreclosure

- 3. Rate of Federal Mortgage Loans and Loan Applications
- 4. Homeownership Rates and Vacancy Rates
- 5. Home Prices, Values, Sales, and Inventory

E. Rental Housing Market

- 1. Geographic Dispersion of Rents by Price Point
- 2. Payment Delinquency/Eviction
- 3. Utility Cost Burden and Utilities Included in Rent
- 4. Rates of Rental Assistance and Rental Assistance Applications
- 5. Rental Tenancy Rates, Vacancy Rates, and Median Rent
- 6. Availability of Deed-Restricted Affordable Housing/Rental Assistance and Waiting Lists for Rental Assistance

7. Proportion of Landlords Accepting Housing Choice ("Section 8") Voucher

8. Impacts of COVID-19 on renter's cost burden.

F. Special Populations

- 1. Housing with Supportive Services for Disabled and Other Populations
- 2. Rate of Chronic Homelessness and Availability of Transitional Housing
- 3. Student Housing Needs, Trends, and Impacts
- 4. Rate of Housing Assistance, TANF, and Welfare Receipt

G. Gap Analysis

- 1. Demand Forecast
- 2. Perceived Needs for Housing Rehabilitation
- 3. Need-Supply Gap by Household Income, Housing Type, Subgeography, and Tenure
- 4. Forecast of Costs to Close Gaps in Housing Stock by 2040

H. Barriers Analysis

1. Regulatory provisions such as those found in the City's Zoning and Development Code and County Building Code that have a direct impact on Housing Costs

2. Market Forces Impeding Housing Supply

3. Analysis of Supply Market, including Costs for Land, Construction, Utilities, and Permitting Fees, with Geographical Analysis

- 4. Households Experiencing Cost-Burden and Conditions Problems
- 5. Fair Housing Complaints

I. Other

1. Other Data Pertinent to the Scope of this Request

PHASE TWO: CITY OF GRAND JUNCTION HOUSING STRATEGY

J. Recommendations

1. Local, State, and Federal and Non-Governmental Funding Sources

2. Numerical Targets for Supply by Sub-Geography, Tenure, and Household Income

- 3. Recommendations and Best Practices for Regulatory Changes
- 4. Scalable Strategies to Address Need-Supply Gaps

5. Strategies for Public and Private Sector including City housing partners/organizations.

6. Tools and Strategies to Promote Affordable and Attainable Housing for Very Low-, Low-, Moderate-Income Households, and middle-income housing

7. Tools and Strategies to Reduce Non-Rent Cost Burdens such as Utility and Commute Costs

8. Other Strategies Pertinent to the Scope of this Request

4.4.2 Community Outreach:

The Consultant shall be expected to perform outreach to gather data, interface with relevant stakeholders, and cooperate with City officials. A survey shall be required to gain a reasonable sample of data for the Assessment. The Consultant shall also hold community meetings and focus groups as needed to obtain the information required for the study and prepare a final presentation to be presented to community stakeholders.

4.4.3 City Officials:

The Consultant shall attend at a minimum one (1) meeting with staff, one (1) meeting of the City of Grand Junction Planning Commission, and one (1) meeting of the City of Grand Junction City Council, where a presentation may be necessary. The Consultant shall also perform up to four (4) workshops with the City of Grand Junction City Council at reasonable intervals in the process.

4.4.4 Other Specifications:

The product shall be of a quality that is suitable for public distribution, describing the nature of the project, research performed, findings, conclusions, and recommendations. The Consultant will provide Geographic Information Systems (GIS) based products to be included as part of the document and analysis, as well as quality graphical representations of findings where appropriate. The final product shall cover such information as to provide necessary housing data and statistics to meet requirements for CDBG Annual Reporting and CDBG Consolidated Planning.

The proposal shall designate whether meetings will be conducted in person or virtually.

4.4.5 Owner's Responsibilities:

City of Grand Junction staff will assist in providing information, maps, GIS data and other community-generated materials such as previous studies. Staff may also assist with developing a list of, coordinating meetings with, and distributing draft materials to relevant persons and agencies in the Grand Valley. The Grand Junction Housing Authority shall provide a community-wide inventory of subsidized housing to be updated, expanded and included in the Grand Valley Housing Needs Assessment report.

The following documents are available on the City of Grand Junction's website at <u>www.gicity.org</u> and may be reviewed by consultants to inform a response to this Request:

- City of Grand Junction Comprehensive Plan 2009
- Grand Valley Housing Strategy 2009
- Downtown Grand Junction Housing Study 2014
- Grand Valley Housing Needs Assessment 2016
- CDBG Analysis of Impediments to Fair Housing 2016
- CDBG 5-Year Consolidated Plan 2016
- Mesa County Community Health Assessment 2018
- Neighborhood and Subarea Plans Various Years
- City of Grand Junction Comprehensive Plan Issues and Opportunities Report 2020 [includes limited housing market information]
- City of Grand Junction Strategic Plan 2020

4.5. Special Conditions/Provisions:

4.5.1 Price/Fees: Services pricing shall be all inclusive, to include, but not be limited to: labor, materials, equipment, travel, drawings, documentation, work, shipping/freight, licenses, permits, fees, etc.

Provide a "cost not to exceed" **and** a complete list of all potential costs/fees with associated services, as may be related to this type of scope of services. The list should be broken down into both hourly rates, and flat rate fees, reimbursable expenses, as may apply, as well as broken down into personnel providing each type of service with hours.

All fees will be considered by the Owner to be negotiable.

Laws, Codes, Rules, and Regulations: Firm shall ensure that all services provided meet all Federal, State, County, and City laws, codes, rules, and regulations.

4.5. RFP Tentative Time Schedule:

- Request for Proposal available
- Inquiry deadline, no questions after this date
- Addendum Posted
- Submittal deadline for proposals
- Owner evaluation of proposals
- Interviews (if required)
- Final selection
- Contract Execution

4.6. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer duaneh@gjcity.org

4.7. Contract: Contract shall commence upon award. Phase One of project shall be completed no later than <u>April 30, 2021</u>. Phase Two of project, if determined to be warranted by City of Grand Junction following Phase One completion, shall be completed no later than <u>August 31, 2021</u>.

August 28, 2020 September 18, 2020 September 22, 2020 September 30, 2020 October 1-9, 2020 October 15, 2020 October 20, 2020 October 26, 2020

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through Rockv Mountain E-Purchasing the website (https://www.rockymountainbidsystem.com/default.asp). This site offers both "free" and "paving" 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 Please view our "Electronic Vendor Registration Guide" Plan accordingly.) 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 in Section 5.0 "Preparation and Submittal of Proposals." The uploaded response to this RFP shall be a single PDF document with all required information included. 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 G:

- A. Cover Letter: Cover letter shall be provided which explains the Firm'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 Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials: Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects. <u>The consultant's project manager shall have, and provide evidence of, at least 5 years of planning experience with local governments and have led or substantively assisted in the development of a Housing Needs Assessment for a jurisdiction of like size.</u>
 - 1. Provide the name of the project manager for this assignment, including and overview of their experience as project manager for other similar assignments and amount of time this person is expected to spend on the project.
 - 2. Provide the names and resumes of key personnel that will be performing the proposed services, including the primary project manager.
 - 3. List the names of the sub-contractors expected to be used, the services to be provided by the sub-contractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of key sub-contractor's personnel who will be working on the assignment.
- **C. Strategy and Implementation Plan:** Describe your (the firm'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 Firm 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. Firm shall also include:

Methodology and Approach to Scope of Work

- 1. Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of the project and final product. Provide a specific timeline or schedule for the work. Show milestones and completion dates on the schedule.
- 2. Describe the methods and timeline of communication your firm will use with the City's project manager, other involved City staff, elected and appointed officials, and other interested parties.

Outreach and Community Involvement

- 1. Describe methods, techniques and general strategy for obtaining relevant and current data on housing needs in the Grand Valley.
- 2. Describe successful techniques of outreach to housing stakeholders, including individuals and organizations, with examples of past applications.
- 3. Specify the number and general timing of workshops/meetings/events and strategies proposed with various segments of the Grand Junction community and City of Grand Junction City Council. Provide the purpose and expected outcome of each of these workshops and strategies.
- D. 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. The reference should also include the description of the project scope and lead staff assigned to the project.
- E. Fee Proposal: Provide a "cost not to exceed" and a complete list of all potential costs/fees with associated services, as may be related to this type of scope of services. The list should be broken down into both hourly rates, and flat rate fees, reimbursable expenses, as may apply, as well as broken down into personnel providing each type of service with hours.
- **F.** Legal Proceedings/Lawsuits: State any and all legal proceedings, and or lawsuits you firm has been involved with in the last 3 years, is currently involved with, and/or has pending. Describe the reason for each instance, and the outcome.
- **G.** Additional Data (optional): Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- **6.1 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.
- **6.2 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 (Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
- Understanding of the Project and Objectives
 (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- Experience (Firm's proven proficiency in the successful completion of similar projects.)
- Necessary Resources/Capability (Firm has provided sufficient information proving their available means to perform the required scope of work/service; to include appropriate bonding, insurance an all other requirements necessary to complete the project.)
- Strategy & Implementation Plan

(Firm has provided a clear interpretation of the City's goals/objectives in regard to the project. Firm has also provided a fully comprehensive plan to achieve successful completion within the provided time frame... See Section 5.0 Item C. – Strategy and Implementation Plan for details.)

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    Fees
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(All fees associated with the project are provided, complete, comprehensive, and reasonable.)

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, Firm, supplier, or service provider in determining final award(s).

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.

- **6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- **6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Firm.

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-4827-20-DH Housing Needs Assessment and Housing Strategies Report (Re-Solicited)

Offeror must submit entire Form completed, dated and signed.

1) Not to exceed cost to provide professional services for Housing Needs Assessment and Housing Strategies Report, per solicitation documents:

NOT TO EXCEED COST \$_____

WRITTEN:______dollars.

The Owner reserves the right to accept any portion of the services 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.
- City of Grand Junction payment terms shall be Net 30 days.
- 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.

RECEIPT OF ADDENDA: the undersigned Firm 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

E-mail Address of Agent

Phone Number

Authorized Agent – (Typed or Printed)

City, State, and Zip Code

Date