



TOWN STATEMENT OF QUALIFICATIONS (SOQ)

TOWN GRANT WRITING SERVICES

Town of Mt. Crested Butte
P.O. Box 5800
911 Gothic Road
Mt. Crested Butte, Colorado 81225
Office: (970) 349-6632

Released: Monday, January 27, 2025
Submittal Deadline: Monday, February 17, 2025

**STATEMENT OF QUALIFICATIONS
TOWN GRANT WRITER SERVICES**

Town of Mt. Crested Butte, Colorado

Proposal Deadline: Monday, February 17, 2025 at 3:00 PM (Mountain Standard Time)

I. Background

Introduction

The Town of Mt. Crested Butte (“Town”) is soliciting proposals for the Statement of Qualifications (“SOQ”) from individuals and/or firms (“Consultant”) capable of providing professional grant writing services on behalf of the Town.

Purpose

The purpose of this Statement of Qualifications (SOQ) is to identify and select one (1) individual and/or firm that can provide comprehensive grant research and writing services to help the Town maximize the benefits of grant funding for our community initiatives. This SOQ provides a general description of the Town grant services anticipated and the SOQ proposal requirements.

Outcome

The Town seeks to increase its awareness and pursue viable grant opportunities, including applying for grants which address Town needs associated with projects, service delivery, and civic events. It is the goal of the Town to obtain grants that leverage Town funds and minimize the utilization of tax dollars.

The selected Consultant shall provide assistance in researching, preparing and securing local, state, and/or federal grants that support qualifying government services and as related to the various Town Departments, including Administration, Public Works, Community Development, and Marketing.

The selected Consultant shall be an independent contractor and shall not be an employee, agent, or servant of the Town. Consultant is not entitled to workers’ compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to the Town contract (Professional Services Agreement - PSA).

The selected Consultant will be expected to enter into a Professional Services Agreement (Attachment A) with the Town consistent with the terms of this SOQ. The non-exclusive agreement with the selected Consultant will have a term of twelve (12) months beginning on or about January 27, 2025 with the possibility of the Town renewing the contract for up to three (3) additional 12 (twelve) month terms, subject to Town annual appropriations and TABOR.

II. Town Characteristics

The Town of Mt. Crested Butte is located within the majestic Elk Mountains in northern Gunnison County. The Town was incorporated in 1974 and is 2.05 square miles with development following the

sloped topographic spine of Gothic Road. Our community, located at 9,375 feet in elevation, supports a diverse recreational and tourism base. The Town has nearly 1,000 year-round residents with 10,000 visitors during the peak seasons. The Town continues to experience consistent growth in terms of population, developments, and civic events. Learn more at: <https://mtcb.colorado.gov/>

III. Project Scope of Work

The following describes the Town's anticipated key Scope of Work tasks for the Consultant's grant services. The Town is receptive to modifications to these tasks as identified in the Respondent's proposal. Per this SOQ, the Consultant would be responsible for:

Task 1: Grant Opportunities:

Task 1-1: Discovery and awareness

Task 1-2: Research

Task 1-3: Conformity pursuant to governing rules and regulatory requirements

Task 1-4: Conformity of grant to Town project and events(s)

Note: The Town shall provide the Consultant a periodically updated list of Town projects and events for which grants are being considered or sought.

Task 2: Grant Viability:

Task 2-1: Grant workload effort, by Town Staff and Consultant

Task 2-2: Grant application effort and cost to prepare, submit, and follow-up

Task 2-3: Grant rewards based on project size, cost, and Town match leveraging

Task 2-4: Viability assessment

Task 2-5: Town strategic advice

Task 3: Grant Writing Coordination and Collaboration:

Task 3-1: Town Staff coordination

Task 3-2: Grant stakeholders and grant organizations (DOLA, Region 10, etc.)

Task 3-3: Grant application

Note: It is expected that the grant services provided by the Consultant could be conducted remotely to the Town Hall, with the expectation that the Consultant would meet at Town Hall as necessary to fulfill the coordination and procedural requirements of this SOQ.

Task 4: Grant Support and Compliance:

Task 4-1: Coordination with Grantee

Task 4-2: Grant support documentation

The Town reserves the right to modify this SOQ or the selection process, to cancel this SOQ, to reject or accept any SOQ Proposal, and to waive any informalities or irregularities in any Proposal, without liability, at any time.

IV. Proposal Content:

Respondents should have demonstrated experience and expertise in grant research and writing services, specifically in the areas identified in the SOQ, track record of successful grant acquisitions and proven ability to secure funding for community-based projects. Regional experience with local, state, and federal grant projects and programs is preferred.

Interested bidders shall organize and include in the Proposal the following:

A. Project Approach and Methodology

Respondent shall describe their understanding of the SOQ and the proposed technical approach. Respondents should expand on the Scope of Work tasks if appropriate to accomplish the overall objectives of the project and provide suggestions which might enhance the results or usefulness of the Project.

B. Statement of Experience, Resources, and Level of Commitment

Respondent shall include a statement of the availability for the key personnel and resources listed on the proposal to ensure timely completion of the project. This statement will include the anticipated notice to proceed date based on this availability.

C. Budget

Respondent shall include a cost proposal or a means to assess the hourly cost of services, including staff assignments, burdened labor costs, overhead costs, subconsultant costs, and an itemized list for direct expenses associated with completing the proposed Scope of Work.

D. References

Respondent shall provide a list of three (3) references for the firm and any subconsultants, including the names, addresses and telephone numbers of recent clients, preferably other public agencies for which applicant has done similar work. Include a list of specific projects associated with each reference, date work was performed, cost and key personnel involved.

A written submitted response to this SOQ (“Proposal”) should serve as a complete approach to providing the services. Any proposed subcontractors/team members must be identified and their roles clearly defined in the Proposal.

V. Proposal Evaluation Factors:

The Town reserves the right to reject any/or all proposals where the Bidder has not met the minimum prerequisites of the SOQ, who have previously failed to perform properly or complete contracts of a similar nature, and to reject a proposal of a bidder who is in the opinion of the Town, not in a position to

perform the contract. Failure to provide any of the information requested in the SOQ may result in the disqualification of the submittal.

The contract will be awarded based on the following factors. Each factor will be rated based on the merits of the proposal and under typical circumstances the contract will be awarded to the bidder receiving the highest number of points. The Town reserves the right to award the contract in the best interest of the Town regardless of score.

Proposal Evaluation and Scoring (100 Points Total):

- A. Project Approach = 30 points
- B. Similar Experience, Resources, and Level of Commitment = 30 points
- C. Budget = 30 points
- D. References = 10 points

VI. Proposal Format

The proposal shall conform with the following:

- Cover letter to include signature of authorized bidder representative (not to exceed 1 page)
- Proposal body limited to eight (8) single-sided pages (page limit excludes cover letter, dividers, references, and license and insurance evidence)
- Minimum 11-point font
- Evidence of professional licensure and insurance

Format: Proposals will only be accepted in digital format as one file (PDF or equivalent).

Submittal of Proposal: Proposals shall be submitted electronically (pdf) by Monday, February 17, 2025 at 3:00 pm (MST) to Tiffany O’Connell, Town Clerk at the email: toconnell@mtcb.colorado.gov.

VII. Proposal and Project Schedule

The Town anticipates the project will follow the estimated schedule below. The Consultant shall provide a project schedule based on the estimated deadlines below.

- January 17, 2025: Public Notification of SOQ Release
- Through February 14, 2025: Respond to Questions and Requests for Information
- February 17, 2025: Proposals Due @ 3:00 PM Mountain Time (MST)**
- February 17, 2025: Evaluation / Selection / Award
- February 26, 2025: Finalize Scope of Work / Execute Contract (PSA)
- February 27, 2025: Town Issuance of Notice-to-Proceed

SOQ inquiries and questions should be directed to:

Jeffrey Smith, Capital Projects Manager
Town of Mt. Crested Butte
jsmith@mtcb.colorado.gov
Office: (970) 349-6632, Ext 108 | Mobile: (970) 596-5263

PROFESSIONAL SERVICES AGREEMENT
Town Template (11-2024)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made this ____ day of _____, 2024, by and between the **Town of Mt. Crested Butte**, Colorado a home-rule corporate municipality with an address of PO Box 5800, 911 Gothic Road, Mt. Crested Butte, Colorado 81225 (hereinafter the “**Town**”) and **[INSERT COMPANY NAME]** with an address of **[INSERT COMPANY ADDRESS]** (hereinafter referred to as “**Contractor**”).

RECITALS

1. The Town desires to enter into an agreement with Contractor to provide professional consulting services for the **[INSERT PROJECT DESCRIPTION]** (hereinafter the “**Project**”).
2. Contractor is a professional contractor firm located in **[INSERT OFFICE LOCATION]** who can provide such services under the terms and conditions stated below.
3. WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and
4. WHEREAS, the parties hereto desire to set forth certain understandings regarding the Project in writing.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. **Scope of Work:** Contractor agrees to provide professional consulting services to assist the Town with the Project. Consulting services are to be performed in accordance with the agreed-upon **[“INSERT SCOPE NAME”]** (“Scope”) prepared and submitted to the Town by Contractor on **[INSERT DATE]** and attached hereto as **Attachment A (Scope)**. Contractor shall perform the obligations identified in **Attachment A (Scope)** and the obligations identified in **Attachment B (Team Charter)**.
2. **Terms and Service Schedule:** The services to be provided under this Agreement are to be performed from the Agreement’s date of execution to **[INSERT DATE]**, and as attached hereto as **Attachment A (Scope)**, unless adjusted appropriately upon agreement in writing signed by both parties.
3. **Compensation:** Town shall pay Contractor fees for the performance of services per the Scope, attached hereto as **Attachment A (Scope)** under a **[INSERT TYPE]** compensation not-to-exceed **[INSERT CONTRACT AMOUNT]** dollars and **00/100 cents (\$INSERT in US Dollars)**.

Any Contractor effort beyond the Scope, in terms of task effort or cost, shall be conducted only upon prior written notification and an agreement of the type of compensation executed by both Parties. When compensation is on a cost-reimbursable basis, a service charge of not more than twelve percent (12%) will be added to Direct Expenses. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to the Contractor's compensation when invoicing Town. Billings will be based on the percentage of services performed. Contractor shall submit invoices monthly and Town shall pay all Contractor invoices within thirty (30) days of receipt.

4. **Controlling Law; Venue:** This Agreement is to be governed by the law of the State of Colorado, and jurisdiction and venue shall be in the District Court for Gunnison County.

5. **Standard of Care:** Contractor shall exercise its professional judgment in performing services under this Agreement. Services performed by Contractor will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Town recognizes that Contractor does not warrant a specific result. Reports, drawings, project manual, and other instruments of service are not products and are not warranted to be free of error or omission, and situations may arise requiring interpretations or corrections to Contractor's drawings, project manual, and other instruments of service and Contractor shall be entitled to payment for any such interpretations or corrections that are requested by Town.

6. **Successors and Assigns:** Neither Town nor Contractor shall assign or transfer any rights under or interest in this Agreement. Nothing contained in this Agreement shall prevent Contractor from employing such independent consultants, associates, and subcontractors as Contractor may deem appropriate to assist it in performing the services hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Town and Contractor.

7. **Insurance:** Contractor agrees that at all times during the term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the insurance policies identified in this paragraph. Within thirty (30) calendar days of the execution of this Agreement, Contractor shall provide insurance certificates to Town as an additional insured, for the coverages required herein, which shall state that such policies shall not be materially changed or cancelled without thirty (30) calendar days prior notice to the Town Manager. The insurance policies shall be sufficient to satisfy the requirements of this paragraph subject to the following requirements:

A. Contractor shall hold Worker's Compensation Insurance to cover the statutory limits and requirements of the Worker's Compensation laws in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Contract and Professional Liability Insurance in the amount of **\$2,000,000**; and

B. Contractor shall hold **Commercial/Comprehensive** General Liability Insurance or the equivalent for any injury to one (1) person in any single occurrence in the amount of **\$2,000,000**; and for an injury to two (1) or more persons in any single occurrence, the sum of **\$4,000,000**; and

C. Contractor shall hold **Commercial/Comprehensive** Automobile Liability Insurance on all vehicles used in connection with this Agreement, in an amount no less than **\$2,000,000** for any injury to one (1) person in any single occurrence and in an amount no less than **\$2,000,000** for any injury to two (2) or more persons in any single occurrence.

8. **Indemnification:** Contractor agrees to indemnify, T o w n , T o w n C o u n c i l , and employees, of and from third party liability, claims, liens, demands, actions and causes of action arising directly out of a loss, cost, d i r e c t damage or injury, including death, of any person or damage to property to the extent proven to be caused by the negligent acts, errors or omissions of Contractor or its employees, sub-contractors or agents in Contractor’s performance of the services under this Agreement. This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination. The Town’s indemnification obligations are subject to the Colorado Constitution and statutes. The Town does not waive the protections of the Colorado Governmental Immunity Act, CRS 24-10-101.

9. **No Waiver of Governmental Immunity:** The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

10. **Limitation of Liability:** To the fullest extent permitted by law, the Town agrees to limit Contractor’s liability to the Town and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to Contractor’s negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of Contractor to all those named shall not exceed \$50,000 or the total fee for Contractor’s services rendered in the project, whichever is greater. To the extent that this limitation of liability conflicts with any other provision(s) of this Agreement or any Task Orders associated therewith, said provision(s) shall be considered amended to whatever extent required to make such provision(s) consistent with this provision.

11. **Estimates:** Any estimates provided for cost of construction, financing, and acquisition of land and rights-of-way shall be made in accordance with good engineering practice and procedure. It is understood, however, that Contractor has no control over construction costs, competitive bidding and market conditions, nor over costs of financing, acquisition of land or rights-of-way, and Contractor does not guarantee the accuracy of such cost estimates as compared to actual cost or Contractors’ bids.

12. **Reuse of Work Product:** Any reuse of Contractor’s work product without written verification or adaptation by Contractor will be at the Town’s own risk and without liability or legal exposure to Contractor. The Town shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including reasonable attorneys’ fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle Contractor to further compensation at rates to be agreed upon by the Town and Contractor.

13. **Intellectual Property:** Any Project documents (record drawings, reports, construction documents) prepared by the Contractor under this Agreement shall become the property of the Town upon completion of the Project, and transferred to the Town upon request by the Town. The Contractor hereby transfers any and all of its rights in and to such property including without limitation all copyrights in and to such property. The Town shall be responsible for any use of such data after final Project completion and shall indemnify, defend and hold Contractor harmless from and against any and all claims, losses, liabilities, damages, cost of expenses (including without limitation attorney's fees) which may be incurred by or asserted against the Contractor by reason of or otherwise in connection with any use by the Town of any data thereof. The Contractor shall require all employees working under its control pursuant to the

requirements of this Agreement to execute the same.

14. **Waiver of Consequential Damages:** In no event shall either Contractor or the Town have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

15. **Discrimination:** The Contractor agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation, and shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices.

16. **ADA Compliance:** The Contractor assures Town that at all times during the performance of this Contract no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Town relies.

17. **Entire Agreement; Amendment:** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder. This Agreement may only be amended, supplemented, or modified by written agreement of both parties.

18. **Article X, Section 20/TABOR:** The parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town, expressly including but not limited to future payments of product renewals, fees, costs, asserted damages, costs and fees, including attorney's fees or other financial obligations asserted as due and owing under an alleged indemnification obligation, are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. The financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules and regulations of the Town and other applicable law. Notwithstanding any other provision of this Agreement concerning termination, upon the Town's failure to appropriate such funds, this Agreement shall automatically terminate.

19. **Notice:** Any notice, demand, or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by facsimile or certified first class US mail, postage prepaid, addressed as follows:

IF TO TOWN:

Contact:	Carlos L. Velado
Title:	Town Manager
Organization:	Town of Mt. Crested Butte, Colorado
Address:	911 Gothic Road, Mt. Crested Butte, Colorado, 81225
Phone:	970-349-6632
Email:	cvelado@mtcb.colorado.gov

IF TO CONTRACTOR:

Authorized Contact:	[INSERT]
Title:	[INSERT]
Organization:	[INSERT]
Address:	[INSERT]
Phone:	[INSERT]
Email:	[INSERT]

20. **Force Majeure:** In no event shall either Party have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a “force majeure,” including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

21. **Survival:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Town and Contractor shall survive the completion of the services hereunder and the termination of this Agreement.

22. **Dispute Resolution:** The Town and Contractor agree that all disputes arising from or related to Contractor’s services shall be brought to the attention of the other party within fourteen (14) calendar days after the claim is known to the claiming party. The dispute shall be discussed by administrative managers for each party.

23. **Severability:** Any element of this Agreement deemed by a court of competent jurisdiction to be void or unenforceable shall be severable, and all remaining provisions shall continue in force.

24. **Termination:** In the event that either Party materially defaults on any of its obligations under this Agreement, the non-defaulting party shall provide written notice of such default and the defaulting party shall have no less than fourteen (14) business days from receipt of notice to cure such default. Should defaulting party fail to cure within the time period, non-defaulting party may terminate this Agreement for cause upon written notice. In the event of such termination, Contractor shall be paid for all services rendered in accordance with the Standard of Care through the effective date of termination.

IN WITNESS WHEREOF, the parties have made and executed this Agreement to be effective as of the date first above written.

CONTRACTOR (INSERT NAME):

By: _____

Printed Name: [INSERT] _____

Title: [INSERT] _____

ATTEST:

By: _____

Printed Name: _____

TOWN OF MT. CRESTED BUTTE, COLORADO:

By: _____
Town Manager – Carlos Velado

ATTEST:

Town Clerk

Agreement Attachments:

- A: SCOPE OF WORK
- B: CERTIFICATE OF INSURANCE (TOWN NAMED AS ADDITIONAL INSURED)

End of SOQ: January 24, 2024