



City of Montrose
433 South First Street
PO Box 790
Montrose, CO 81402

REQUEST FOR PROPOSAL

RFP for P3 to Develop Municipal Facilities Using Opportunity Zone Model

Issue Date: Wednesday April 24, 2019

Bid Number: 19-019

Agent/Contact: Chelsea Rosty

Submissions Must Be Received By: Monday May 6, 2019 at 5:00 p.m. Colorado Time

Administrative Instructions:

The City of Montrose ("City") is currently accepting proposals for a real estate investor and property developer to construct a new police department and public works facility under the federal Opportunity Zone development model. Proposals will be publicly received and registered on May 6, 2019, at City Hall, 433 S. 1st Street, Montrose, Colorado 81401. Bids will be received no later than 5:00 P.M. on the above date.

Complete bid packets can be downloaded from the City web page at www.cityofmontrose.org/Bids. Addenda will be posted to the website and it is the bidder's responsibility to download addenda.

The City reserves the right to accept or reject any or all bids, to waive irregularities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional bids. The City of Montrose complies with all Equal Opportunity requirements. All qualified Offerors will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Offers made to the City of Montrose (hereafter "City") by all prospective vendors (herein after referred to as "Bidder") regarding City Solicitations including, but not limited to, Invitations to Bid, Requests For Proposals, Requests for Quotes, and Requests For Qualifications (hereafter "Solicitation" or Bid Solicitation.).

A. CONTENTS OF BID

- 1) Bidders shall thoroughly read the project requirements and specifications, and shall examine any drawings, which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The City is not obligated to identify either minimal or substantial modifications to Bid documents.

- 2) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of services, materials and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist, or may hereafter exist as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder.

- 3) Bidders are advised that all City contracts are subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.

- 4) Bidders are required to state the exact intentions of their offer to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

B. CLARIFICATION AND MODIFICATION OF BID SOLICITATION

- 1) Apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.

- 2) If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written (fax or e-mail) request for clarification to the City's Agent/Contact. The Bidder submitting the request will be responsible for ensuring that the City receives the request at least seven (7) calendar days prior to the scheduled bid opening.

- 3) Any official interpretation of the Bid Solicitation must be issued in writing by the agent/contact of the City who is authorized to act on behalf of the City, or by the City's Legal Department. The City shall not be responsible for other interpretations offered by employees of the City who are not authorized to act on behalf of the City for this project.

- 4) If necessary, the City may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Bids. Addenda will be posted to the website and it is the Bidder's responsibility to download addenda. The Bidder shall certify its receipt of the

addendum by signing the addendum and returning it with its Bid. In the event of a conflict with the original Bid Solicitation documents, addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. PRICING, COLLUSION, AND TAXES

- 1) Current Prices. Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.
- 2) Discounts. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Payment terms shall be as set forth in any contract executed between the City and the Bidder. Payment by the City is deemed to be made on the date of the mailing of the check, or as otherwise set forth in any contract executed between the City and the Bidder.
- 3) Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Bid for the same items, or with the City. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the City's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.
- 4) It shall be understood and agreed that Bid Offers submitted by persons and entities are done so independently of any other offers, and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of City staff or their immediate family.
- 5) Taxes. Bidders will neither include Federal, State nor applicable Local excise or sales taxes in bid prices, as the City is exempt from payment of such taxes. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Montrose is 98-01805-0000. An exemption certificate will be provided, where applicable, upon request.

D. PREPARATION AND SUBMISSION OF BID

- 1) The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initialed in ink by the Bidder or its lawful agent.
- 2) Bid Proposals must contain a manual signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder or its lawful agent fails to sign the Bid Proposal Form, its Bid shall be considered non-responsive and ineligible for award.
- 3) Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 4) The delivery and/or completion date(s) provided by the Bidder, if required, must be stated in calendar days, following receipt of order/contract or official notice to proceed.

5) All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, the city, in its sole discretion, may consider the Proposal non-responsive.

6) The accuracy of the Bid is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.

7) The Bid Proposal Form shall be enclosed in a sealed envelope and addressed to the City. The envelope shall clearly identify the Bid Number, Title and Due Date when submitted to the City. The Bidder shall also include its name and address on the outside of the envelope.

8) The City's Bid Proposal Form, which is attached to this Bid Solicitation, must be used when the Bidder is submitting its Bid Proposal. The Bidder shall not alter this form unless instructed to do so in writing by the City. Failure to use the City's Bid Proposal Form may result in the Bid being considered non-responsive.

9) Offers in response to formal Bid Solicitations will not be accepted by facsimile transmission. Only signed written offers will be considered responsive, and eligible for possible award. Bidders shall provide Proposal Forms, Statement of Work/Technical Offer Section, Special Conditions, Specifications and Pricing Form, and any other mandatory submittals with the bid. If RFP contemplates sample contract, submit sample.

10) Bidders who qualify their Proposals by including alternate contractual provisions should be aware that the City does not negotiate the terms of its contracts, and will ordinarily declare such Bid Proposals non-responsive. Once bids have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.

11) Bid Bonds (5% of total bid price) and performance and payment bonds (100% of total bid price) are required on construction projects over \$50,000.

12) Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be included in the Bidder's proposal cost.

13) Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

E. VENDOR APPLICATION AND RETENTION ON BIDDERS' LIST

The City does not maintain a bidder's list. Register to receive an automated email notification of new bids by visiting www.cityofmontrose.org - Department Services - Purchasing - Bidder's List.

F. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS

1) Bidder offers may be modified in the form of an official written notice, and must be received prior to the due time and date set forth the Bid Solicitation. Each modification submitted must have the Bidder's name and return address and the applicable Solicitation Number and title

clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City will be considered the valid modification.

2) Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.

3) Proposals may not be modified or withdrawn after the due date and time set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, the City may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by the City following the Bidder's modification or withdrawal of its Proposal. The City may reject an offer, in whole or in part, as set forth in the City of Montrose Municipal Code, and the City's Procurement Manual.

G. EVALUATION OF OFFERS

1) Offers shall be evaluated based upon their responses to the questions and requests for information in this Bid Solicitation, and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.

2) The City may, in its sole and absolute discretion:

- a) Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
- b) Re-advertise this Solicitation;
- c) Postpone or cancel the Bid process for this Solicitation;
- d) Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation;
- e) Determine the criteria and process whereby Proposals are evaluated and awarded.

3) A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to the City upon any debt or Contract or which is in default as surety or otherwise upon any obligation to the City.

4) No Contract shall be awarded to any person or entity which has failed to perform faithfully any previous contract with the City, the State or Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.

5) A Proposal may not be accepted from, nor any Contract awarded to, any person or entity which has pending litigation against the City at the date and time of the Bid Opening.

H. AWARD OF CONTRACT

1) The City's Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, with the City Manager's approval. Any actual or prospective Bidder or Contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the City's Agent/Contact.

2) If the City Manager or City designee does not, within thirty (30) days after receiving a protest,

or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.

3) By law, the City reserves the right to accept or reject any or all proposed bids, or any combination of them, and to waive any informality or irregularity in the bid or in the bidding.

4) Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Bid Proposal.

5) No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex, or be subjected to discrimination under any contractual award administered by the City.

L. CONTRACTUAL OBLIGATIONS

1) In order to ensure the efficient utilization of tax dollars, successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by the City and Bidder. A sample contract that Bidder will be expected to sign is supplied with these Bid Documents.

SPECIAL CONDITIONS

Company Name: _____

1. PRE-BID CONFERENCE IS NOT PROVIDED.

2. CONTACT PERSON

During the course of this request process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this request with anyone other than the officially designated individual:

For this bid the contact is Chelsea Rosty at 970-252-4751 or email: crosty@ci.montrose.co.us

Failure to abide by this requirement may result in disqualification from further participation in this process.

3. QUESTION DEADLINE:

All questions regarding this Request For Proposal shall be directed in writing (mail, email or fax) to Chelsea Rosty or email address: crosty@ci.montrose.co.us or mailed to P.O. Box 790, 433 South First Street; Montrose, CO 81402. All inquiries shall clearly identify the name of the firm and the authorized representative, the RFP number and Title and a method or address to which the responses shall be made.

The deadline for receipt of questions from Bidders in regards to this RFP is Monday April 29, 2019.

Responses will be prepared by the City in an addendum and published on the City of Montrose web site at: www.cityofmontrose.org under Department Services, Purchasing, Open bids, under this bid name. The responses in writing are the only official answers.

4. SUBMITTAL INSTRUCTIONS:

The City desires to receive a clear, concise, economical presentation of the vendors proposal. Bidders should include the following information in their Proposal and use the following format when compiling their responses.

- A. One (1) copy and one original of the bid packet beginning with "Special Conditions" section.
- B. Submit signed bid addendum(s).
- C. Submit a bid packet in a sealed envelope with the bid number and project name in the lower left hand corner of envelope, with the bidders name clearly written on the envelope. All proposals must be submitted on May 6, 2019 by 5:00 PM, to Chelsea Rosty, Director of Business Innovation, at P.O. Box 790, Montrose, CO 81402. Proposals may also be submitted digitally to crosty@ci.montrose.co.us, with the RFP number and title shown in the subject line.

Failure to submit a proposal in the manner indicated may be cause for it to be considered 'non-responsive' and ineligible for consideration and subsequent award.

PROPOSAL FORM - PAGE 1

SUBMITTED BY: Company Name: _____

Address: _____ City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____

CERTIFICATION: (if a Submission is Offered):

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder,
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications that were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms unless specific variations have been expressly listed on the Bid Proposal Form;
- The Submission is being offered independently of any other Bidder and in full compliance with the collusive prohibitions specified in the General Terms and Conditions of this solicitation; and
- The Bidder will accept any awards made to them as a result of this Solicitation for a minimum of ninety (90) calendar days following the date and time of the bid opening.

By: _____
Manual Signature of Agent

Date

Typed/Printed Name of Agent

Title of Agent

Include Original with Submission

Affix Manual signature of authorized agent.

NO OFFER:

Indicate reason(s) why no offer is being submitted at this time.

PROPOSAL FORM - PAGE 2

Company Name: _____

PROMPT PAYMENT TERMS:

Discount: _____ % _____ Days

Net: _____ Days

VARIATIONS:

The Bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non-responsive and ineligible for award:

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

STATEMENT OF WORK

Company Name: _____

The selected investor and developer must enter into a contract with the City containing terms outlined below. The selected investor and developer must sell the properties back to the City after a specified period of time, at a price equal to the initial property transfer costs, construction costs, plus an agreed upon capitalization rate.

This project will utilize Opportunity Zone funds as its primary funding mechanism. Located within an Opportunity Zone, the selected investor and developer must purchase both the existing public works facility and underlying land, as well as the land adjacent to the existing police department comprised of Lots 4 through 7 within Block 86 in the City of Montrose. Further, the selected investor and developer must engage in an intense design-build process with the City, construct the buildings, and hold the properties for a period of no less than ten (10) years, but no more than 25 years (herein, "holding period").

During the holding period, the City will lease the properties from the selected investor and developer at a rate and time period stated in the agreed upon contract. Total estimated construction costs for the project are \$21M, individually - \$9M police department and \$12M for the public works facility. Property acquisition costs are not included in this estimate. Although the City prefers that the selected investor and developer complete both the police department and public works facility, the City is open to separating the building projects if necessary.

Previous experience with Opportunity Zones is preferred.

Interested parties should submit the following documentation with their proposal:

- A 800-1000 word overview of qualifications, vision for the project, and list of team members;
- References and biographies of all investors, developers, and other key team members;
- A bank letter that provides sufficient proof of financial means; and
- A Financial overview of the project that includes the requested capitalization rate/range and three (3) potential lease scenarios with monthly payment estimates included.