



PROPOSAL NO \_\_\_\_\_

ISSUE DATE \_\_\_\_\_

# REQUEST FOR PROPOSAL (RFP) COVER SHEET

**PROPOSAL TITLE:** \_\_\_\_\_

**SUBMISSION DEADLINE:** \_\_\_\_\_ on \_\_\_\_\_

**SUBMIT PROPOSALS TO:** City Clerk's Office  
11701 Community Center Dr  
Northglenn CO 80233  
or  
rfp@northglenn.org  
or  
www.govbids.com

**CONTACT:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

Bidding instructions and drawings are available at the Rocky Mountain E-Purchasing website at:  
<http://govbids.com/scripts/co1/public/home1.asp>.

**MANDATORY  
PREBID CONFERENCE:** \_\_\_\_\_

**DATE & TIME:** \_\_\_\_\_ at \_\_\_\_\_

**LOCATION:** \_\_\_\_\_

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions, requirements, and instructions of this bid as stated or implied, (3) the vendor warrants that he/she is familiar with all provisions of the contract documents and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (4) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (5) that the vendor listed on the bid submission must match all contract and insurance documents submitted upon award.

### PRINT OR TYPE YOUR INFORMATION

Company \_\_\_\_\_ Fax Number \_\_\_\_\_

Address \_\_\_\_\_ City, State Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

Signature \_\_\_\_\_

Print name \_\_\_\_\_

# INSTRUCTIONS TO BIDDERS

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1. **PROPOSAL NO:** \_\_\_\_\_

2. **PROPOSAL TITLE:** \_\_\_\_\_

3. **PURPOSE OF SOLICITATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. **SCHEDULE OF ACTIVITIES:** The following schedule of activities delineates the timing of the solicitation and the estimated project schedule. These dates may be subject to change.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5. **INTERPRETATION OF DOCUMENTS AND SPECIFICATIONS:** Wherever the word "contract" appears, it shall be held to include all the documents as listed. No less than all of the parts of the contract documents shall constitute the formal contract. If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of specifications, schedules, or information sheets or the proposed contract documents, he may submit to the project manager a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by an addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Northglenn Urban Renewal Authority (NURA) will not be responsible for any explanation or interpretation of such documents which anyone presumes to make on behalf of the NURA.

6. **TERMS AND CONDITIONS:** As set forth in the contract agreements and any supplemental, the following terms and conditions will apply to this Request for Proposal, each vendor's proposal and to the negotiations, if any, of any said contract. Submission of a proposal in response to this RFP indicates the vendor's acceptance of the terms and conditions contained in this document and the contract.

7. **BIDDER EXPENSES:** The NURA will not be responsible for any expenses incurred by any vendor in preparing and submitting an offer.

8. **WITHDRAWAL:** A vendor may withdraw his proposal at any time prior to the expiration of the final date and time set for receipt of bids. Withdrawal notification must be in written form, and must be received in the Offices of the City Clerk prior to the closing date and time.

9. **IRREVOCABILITY:** Following the time of closing, all bids will become irrevocable offers to the NURA and will remain as such until 90 days from date of submission. By submission of a bid, the vendor agrees to enter

into a contract. In addition all quoted prices will be firm and valid up to 90 days from date of submission The NURA may, in its sole discretion, release any proposal and return any bonds if applicable prior to the 90 days.

- 10. LATE PROPOSALS:** Any proposal received after the Final date and time for receipt of proposal will not be accepted and will be unopened and discarded without being considered.
- 11. SIGNATURES OF VENDORS:** Each vendor shall sign his proposal, using his legal signature and giving his full business address. The person signing the proposal must be an officer of the company or partnership. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the President, Secretary, or other persons authorized to bind it in the matter. The names of all persons signing should also be printed below the signature. A proposal by a person who affixes to his signature the word, "President", "Secretary", "Agent" or other designation without disclosing his principal, may be held to be a proposal of the individual signing. When requested by the NURA, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished. Bids submitted electronically are to be typed in lieu of written signature (see the cover letter).
- 12. OPEN RECORDS ACT:** Notwithstanding any language contained in a proposal to the contrary, all proposals submitted to the NURA become the property of the NURA. Any information considered proprietary should be marked by the vendor and as such and will be kept confidential to the extent provided by law.
- 13. SALES TAX:** Vendors shall not include federal, state, or local excise, sales or use taxes in prices offered, as the NURA is exempt from payment of such taxes.
- 14. MISTAKES IN BIDDING INSTRUCTIONS:** If the NURA makes a mistake in drafting the bidding instructions or any other contract documents, the NURA reserves the right to reject any or all bids, or to require that vendors submit an alternate proposal with adjustments made to correct the error(s). Such errors will be set forth in an addendum. If the vendor has already been selected and has started performing work under the contract, and the NURA then discovers a mistake in the contract documents for which the NURA is responsible, the NURA may opt to reform the contract. If the mistake causes the vendor to receive compensation for materials not used in the work or for labor that would not be required for the work, the contract price shall be decreased proportionally. If the mistake causes the vendor to fail to bid on work which must be performed in order to properly complete the contract, the NURA may increase the contract price to equal the proportionate increase in the cost of required materials and labor caused to the vendor. In the alternative, the NURA may solicit bids for such additional work, or the NURA may reassign such additional work to another vendor, as the NURA deems appropriate. Nothing in this provision shall apply to mistakes made by the vendor in completing the proposal form or in performing the contract.
- 15. ACCEPTANCE OF PROPOSAL:** It is expressly understood and agreed that the NURA reserves the right to reject any or all bids, to waive formalities, and accept the proposal which appears to be in the NURA's best interest.
- 16. APPEAL OF AWARD:** Solicitations will be awarded based on multiple criteria, price being just one of the conditions. Vendors can review the solicitation's special terms and conditions for information on evaluation criteria. Vendors may appeal the award decision by submitting, in writing, to the NURA, a request for reconsideration within 7 calendar days after the posting of the Notice of Intent to Award, provided that the appeal is sought by the vendor prior to the NURA finalizing a contract with the selected vendor. Vendors who were deemed non-responsive are ineligible to participate in the appeal process.
- 17. DEFENSE OF SUITS:** In case any action at law or suit in equity is brought against the NURA, any officer, employee, or agent thereof, for or on account of the failure, omission, or neglect of the vendor to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed, or for the injury or damage caused by the negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material, men or suppliers or machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of the contract, the vendor shall indemnify and save harmless the NURA, officers, employees, and agents of the NURA, of and from all losses, damages, costs (including attorney's fees), expenses, judgments, or decrees whatever arising out of such action of suit that may be brought as aforesaid.

- 18. CONTRACT NEGOTIATIONS:** If the NURA decides to proceed and to negotiate a contract, the NURA intends to provide written notification to the vendor whose proposal is deemed by the NURA to be in the best interests of the NURA and the NURA will attempt to negotiate a contract with the selected vendor(s) on terms and conditions stated in this RFP or in the successful vendor's bid, but shall also include terms and conditions later negotiated. If the NURA and the successful vendor are unable to execute a contract and the vendor has been notified that it is the successful vendor then the NURA may cease all discussions with the (first) successful vendor without any further obligation to that vendor and select another (second) vendor as the successful vendor. If the (second) vendor is rejected, as per the terms above, then the NURA, without any further obligation to that vendor, may select another (third) vendor as the successful vendor and so on, or the NURA reserves the right to reject all proposals and re-bid.
- 19. OPENING OF PROPOSALS:** The NURA reserves the right to open Proposals received in response to this RFP, privately and unannounced, after the closing date and time.
- 20. EXTENSION OF TIME:** No time extensions are being considered at this time; however, should the NURA extend this proposal, all vendors will be given the same considerations.

# PROPOSAL FORM

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City of Northglenn  
11701 Community Center Drive  
Northglenn, Colorado 80233-8061

PROPOSAL: Pursuant to the "advertisement for proposal" for the above named project, and being familiar with all contractual requirements therefore, the undersigned bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, transportation, services and all other things necessary for the completion of the contractual work, and perform the work in accordance with the requirements and intent of the contract documents, within the time of completion set forth herein, for, and in consideration of the following prices.

Proposal of \_\_\_\_\_ (hereinafter called **BIDDER**) organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_\*. To the **NORTHGLENN URBAN RENEWAL AUTHORITY** (hereinafter called **NURA**). In compliance with your advertisement for bids, **BIDDER** hereby proposes to perform WORK on

\_\_\_\_\_ - \_\_\_\_\_

in strict conformance with the **CONTRACT DOCUMENTS**, within the time set forth therein, and at the prices stated below.

By submission of this **BID**, each **BIDDER** certifies, and in case of a joint bidder each party thereto certifies as to his own organization that this **BID** has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this **BID** with any other **BIDDER** or with any competitor.

**BIDDER** hereby agrees to commence **WORK** under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the **PROJECT** as indicated in the General Conditions.

**BIDDER** acknowledges receipt of the following **ADDENDUM**:

\_\_\_\_\_  
\_\_\_\_\_

\*Insert "a corporation", "a partnership", or "an individual" as applicable.



11701 Community Center Drive  
PO Box 330061  
Northglenn, Colorado 80233-8061  
Phone (303) 450-8743  
FAX (303) 450-8798

Contact: Debbie Tuttle, NURA Executive Director

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## **REQUEST FOR REDEVELOPMENT PROPOSALS**

**104<sup>th</sup> & HURON STREET PROPERTY – NORTHGLENN, CO**

### **PROJECT OVERVIEW & PROPOSAL REQUIREMENTS**

**September 26, 2014**

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## **A. Introduction**

The Northglenn Urban Renewal Authority (NURA) is pleased to invite redevelopment proposals for all or portions of a 11.43 acre property located at 970-1020 W. 104<sup>th</sup>, also known as, the Huron Center in the City of Northglenn, as depicted on the map (**Attachment 1**).

The Center was first built in 1978, and is zoned C-4. It includes approximately 108,779 square feet of existing retail building space, located in five buildings (including the Bank of the West property).

NURA purchased the 57,000 square foot anchor tenant building located at 1000 W. 104<sup>th</sup> Avenue, which had been occupied by the Albertson's and Rite-Aid building. This building has been vacant for approximately five years (**Attachments 5 and 6** are recent appraisals for the building only). Additionally, **Attachment 7** provides Environmental Phase 1 and 2 and Air Quality reports on this building.

The other retail areas, which are under separate ownership, are approximately 20% occupied by 15 small tenants located in the east and west wings, and one tenant of the two outlying buildings on the property. In addition, the bank on the Northwest corner of the property is 100% occupied.

An urban renewal Condition Study (**Attachment 2**) was performed on the Huron Center in 2008. Additionally, the Huron Center's 25-year TIF clock was started in December 2011 when a development proposal was brought to the city for redevelopment of the entire site. Unfortunately, that project did not occur.

## **B. Purpose of Request for Proposals and Objectives of the Authority**

NURA is soliciting proposals from potential developers and/or end users for the redevelopment of all or portions of this 11.43 acre property through a public-private partnership. NURA encourages, a creative, innovative public- private partnership arrangement. The principal criteria for redevelopment proposals include:

1. A redevelopment proposal from development teams to consider potential redevelopment opportunities for all, and/or portions of this 11.43 acre property, including but not limited to potential adaptive reuses of the existing buildings and/or reconstruction of new commercial/mixed use structures.
2. A proposal that can identify the most appropriate use, or mix of uses, for the site that will compliment the surrounding areas uses and demographics.
3. A proposal that creates a "sense of place" for the property that will resonate and integrate with the surrounding neighborhoods, parks, schools, residential and commercial areas, and perpetuate a market-based economically sustainable re-development project.
4. A proposal that incorporates a variety of quality types of uses, including but not limited to retail, office, mixed-use, light flex, business incubator, tax generation and job creating businesses. The types of uses that would not be accepted include, but are not limited to non-profit organizations, storage and industrial, and purely residential space.

5. Redevelopment of a significant portion and/or all of the property consistent with the objectives of the Northglenn Comprehensive Plan.
6. Commitment by the development team to improve the uses, quality of design and construction, and improve the visual appearance of the Center, thereby eliminating blight, establishing a "gateway image" for the City and the Center, which is compatible with the surrounding commercial and residential uses.

### **C. Anticipated Analysis / Redevelopment Process**

The goal of NURA is to select a preferred developer or end-user that presents a development concept, and economic feasibility including commitments by potential tenant(s) and their qualifications.

Once NURA has selected a preferred proposer it will negotiate a Redevelopment Agreement to implement the redevelopment project. A key goal of the process is to have the sale and development agreement in place, as soon as possible, with the initial phase of the development to be completed by late 2015.

### **D. Request for Proposal and Proposal Process**

1. **Submittal Outline:** Responses shall be submitted in a sealed package identified on the outside with the following:

Northglenn Urban Renewal Authority  
Attn: Debbie Tuttle  
11701 Community Center Drive  
Northglenn, CO 80233-8061  
Huron RFP Proposal – ***Development Company Name***

2. **Proposal Contents:** The Consultant shall provide three (3) copies and a PDF version on a CD or Flash Drive of the proposal. Additional explanatory and supplemental materials may be submitted under a separate cover, if desired.

- A. Introduction/Executive Summary – Introduce your firm and the project team, including sub-consultants/contractors. Provide an overview of your firm's experience specific to the scope of work, inclusive of the following:
  - I. Identification and contact information for a single point primary contact.
  - II. Description of the proposing legal entity (referred to hereafter as the "Development Entity") as well as the identity, and responsibility and relationship between the members of the Development Team.
  - III. Length of time the Development Entity and each key member has been in the development business.
  - IV. Description of the role of the Development Entity, such as sole or anchor tenant, merchant owner of leased space, development for a financial REIT or other entity, etc.
  - V. Identification of marketing, architecture, engineering and any other consultants who will be involved in the project.



- VI. A description of the Development Entity's experience and success with similar types of projects. Include location of projects and date completed, as well as the information on the size, total development cost, financing structure, amount and type of public involvement, and the current financial status.

B. Proposal Concept:

- I. Provide a detailed approach on how your firm will accomplish the redevelopment of this project.
- II. Identify your firm's protocol for managing budget and keeping NURA/City informed of any potential changes in project and/or costs.
- III. State the type of proposer (developer, master tenant and/or end user), anticipated user(s), redevelopment areas sought, total square footages envisioned per use, site control desired (purchase/lease/gift), and any requested financial participation by the NURA and/or City.
- IV. If the proposer elects to submit a conceptual site plan or building elevation renderings they must be 24"x36". A maximum of five (5) sheets are allowed, with accompanying electronic copy.

C. Development Schedule: Provide a proposed schedule of development performance, including project benchmarks such as due diligence process and contingencies, financing property acquisition, anticipated lease-up schedule, obtain all entitlements for the intended use, approvals of design, submittal, review filing and receipt of building permits, commencement of construction work and completion of construction and any other measureable milestones. Please also address any proposed phasing involved with the project and related schedule or business operation impacts. Note: A schedule based on this submission will be incorporated into the Development Agreement and will be tied to claw back provisions. However, the NURA recognizes that the actual start date may change based on when the Development Agreement is executed.

D. Project Financing: Include the anticipated time schedule to assemble needed financial commitments, types of financing expected, specific incentives (if any) required and their impact on the financial assumptions, and letters of interest from banks or other sources. Financial partnerships (e.g., public/private; nonprofit/profit) must be identified. Proposal must also include:

- a. Specific terms of site acquisition
- b. Development budget
- c. 10-year pro forma analysis
- d. Other pertinent financial information

Project Experience: Provide three (3) reference projects that are most similar to the scope of work being sought by this solicitation. Identify three (3) references that can be contacted relative to your reference projects.

- E. Individual Experience: Provide resumes for the Principal in Charge, the Project Manager, and all other personnel assigned to the project. Resumes should be formatted identically and be placed at the end of the proposal in an Appendix. Please include a schedule of personnel deemed responsible and directly involved in the various stages of review.

*Any confidential/proprietary information must be readily identified and separately bound from the rest of the submittal. All material submitted in response to the RFP will become the property of the Northglenn Urban Renewal Authority as of the submittal deadline.*

#### **4. Submittal Deadline**

Those Interested in submitting a proposal may obtain additional information and to schedule a site tour by calling Debbie Tuttle, at (303) 450-8743 or email to [dtuttle@northglenn.org](mailto:dtuttle@northglenn.org).

Respondents shall supply original plus 2 three (3) copies and a PDF version on a CD or Flash Drive by **2:00 P.M. MST on Friday, 11/14/2014 to:**

Northglenn Urban Renewal Authority  
Attn: Debbie Tuttle, Executive Director  
11701 Community Center Drive  
Northglenn, CO 80033

Note: The Authority reserves the right to: (1) reject any or all proposals in whole or in part, (2) waive any and all irregularities in proposals, (3) accept proposals for all or a portion of the property; and (4) commence negotiations with any or all parties who submit proposals before the expiration time for submission of proposals. No proposal will be formally accepted until expiration of the time for submission of all proposals.

## E. SUPPLEMENTAL INFORMATION

### Property Boundaries & Data

Owner/Seller/Lessor: Northglenn Urban Renewal Authority (NURA), Impala Capital, and the Bank of the West  
Address: 970-1020 W 104<sup>th</sup> Ave  
Acreage: 12.16 Acres  
Current Building Sq Ft: 114,147 of retail – 5 Buildings, including Bank of the West  
Utilities: Electric, natural gas, paved roadways, sidewalks, cable, water, sewer, no storm water detention or water quality exists on the site and will be required for redevelopment  
Zoning: C-4 (**Attachment 4**), zoning yard and bulk and use group categories. Also, all C1-C4 zoning can be viewed at [http://www.northglenn.org/municode/ch11/article\\_11-23.html](http://www.northglenn.org/municode/ch11/article_11-23.html).

Assemblage/Ownership: There are currently five (5) parcels with buildings totaling 108,779 on 11.43 acres. The legal descriptions of Lot 1, 2, 3 and the specific building at 1000 W. 104<sup>th</sup> are description in **Attachment 3** (does not include the Bank of the West).

- Parcel 1 - 5.49 Acres / 37,000 s/f (Former Albertson's) and 19,000 s/f (Rite-Aid)
- Parcel 2 - 1.76 Acres / 11,476 s/f (West Wing)
- Parcel 3 - 2.7 Acres / 32,346 s/f (East Wing)
- Parcel 4 - .56 Acres / 4,325 s/f (Tamale Kitchen & Restaurant/Lounge)
- Parcel 5 - .92 Acres / 4,632 s/f (Bank of the West)

### Plans & Study Attachments

The following attachments can be downloaded at

<http://webshare.northglenn.org/?a=d&i=kK9afW9mft>

Please cut and paste into your web browser. You will be prompted to enter a password and then will be able to access the downloadable files.

- |  |                  |
|--|------------------|
| 1. Property Site Boundary  | Attachment 1     |
| 2. 2008 Condition Study  | Attachment 2     |
| 3. Legal Descriptions (Lot 1, 2 & 3 only-Including 1000 W. 104 <sup>th</sup> ) | Attachment 3     |
| 4. Zoning District Information   | Attachment 4     |
| 5. Appraisals on Anchor Tenant Property  | Attachment 5 & 6 |
| 6. Env. Phase 1 & 2 & Air Reports (1000 W. 104 <sup>th</sup> only)             | Attachment 7     |
| 7. Previous Sub-Basin Drainage Area Study                                      | Attachment 8     |

# REQUEST FOR REDEVELOPMENT - SCHEDULE

## 104<sup>th</sup> & HURON STREET PROPERTY – NORTHGLENN, CO Schedule

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### **Selection Process:**

Schedule of Activities: The following schedule of activities delineates the timing of the solicitation and the estimated project schedule. These dates may be subject to change at NURA's discretion.

September 26, 2014	RFP Issue Date
October 8, 2014	<b>Mandatory</b> Pre-Proposal Conference (2 PM)
October 15, 2014	Question/Information Period Ends
October 23, 2014	Addendum Issuance
November 14, 2014	Proposal Submission Deadline (2 PM)
November 24 - 12/1/14	Interviews of Finalists
December 10, 2014	NURA Award of Contract

**Mandatory Pre-Proposal Conference:** NURA will hold a **Mandatory** proposal conference on Wednesday, **October 8<sup>th</sup> at 2 PM**. The location will be at:

Address: Northglenn City Hall  
11701 Community Center Drive, Northglenn, CO 80233

The conference will include a presentation by NURA and City staff that will include an overview of the project intent, goals and objectives. Time will be provided for questions. A record will be made of all questions and answers provided, and made available to all attendees in the form of an addendum release.

**Question/Information Period:** Additionally, there will be a seven day period provided for additional questions and request for additional information. All questions must be submitted by **October 15, 2014**. An Addendum Issuance will be done on October 23, 2014.

**Proposal Submission:** All proposals need to be received no later than **November 14, 2014 at 2 PM**.

**Review of Proposals and Interview Process:** A selection committee comprised of NURA and City members will review all proposals, based on a set of review criteria and the selection of 2-4 finalists for interview.

**Interviews:** The top 2-4 finalists will be interviewed the week of **November 24 - December 1, 2014**.

**Contract Award:** NURA will approve the contract on **December 10, 2014**.