
LOVELAND URBAN RENEWAL AUTHORITY

Civic Center □ 500 East Third Street □ Loveland, Colorado 80537
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www.cityofloveland.org

REQUEST FOR PROPOSALS (RFP)

To Purchase Real Property known as 205 East 6th Street

ISSUE DATE: February 12, 2018

DEADLINE TO RESPOND: March 15, 2018

DEADLINE TO SUBMIT QUESTIONS: March 8, 2018

The Loveland Urban Renewal Authority (hereafter "LURA" or the "Authority") is requesting proposals for an offer to purchase real property known as 205 East 6th Street, Loveland, Colorado, including the building structure (together referred to as the "County Office"), with the conditions enclosed in this RFP.

REQUIREMENTS FOR RETURN OF PROPOSALS:

Proposals must be received by the City Clerk's Office, Loveland Civic Center, 500 East Third Street, Suite 230, Loveland, CO 80537 prior to 2:00 p.m. on Thursday, March 15, 2018 MST.

- All proposals must be sealed and are to be received at the Loveland City Clerk's Office no later than 2:00 p.m. on March 15, 2018 and must include five (5) paper copies AND one (1) digital copy on compact disc (CD) or USB flash drive of the proposal.
- The City Clerk's Office will receive, date, and time stamp all proposals. No proposals will be considered which have not been received by the deadline set forth above, as determined by the City Clerk. The City is not responsible for delays occasioned by the U.S. Postal Service, the City's internal mail delivery system, or any other means of delivery employed by the bidder.
- No fax or e-mail versions will be accepted as substitutes for the paper copies and one digital form.
- Once submitted, the proposals will become the property of LURA and may be returned to the proposer or kept by LURA, in the Authority's sole discretion.

- **Questions regarding the RFP** – LURA cannot issue verbal clarifications, modifications, or changes to the RFP. All questions should be submitted via email to cindy.scymanski@cityofloveland.org. LURA will respond to questions by issuing an Addenda and posting on www.bidnetdirect.com and <http://www.cityofloveland.org/departments/economic-development/downtown-loveland>. Deadline for questions is March 8, 2018 by 5:00 p.m. MST.
- LURA is committed to providing an equal opportunity for citizens and does not discriminate on the basis of disability, race, age, color, national origin, religion, sexual orientation or gender. LURA will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act. For more information, please contact the City's ADA Coordinator at Christina.Cornelison-Spight@cityofloveland.org or 970-962-3319.
- LURA reserves the right to reject any and all proposals in part or in full for any reason. LURA also reserves the right to change, cancel, or re-issue this RFP at any time. This RFP does not obligate LURA to pay any costs incurred by respondents in the preparation and submission of a proposal nor does it obligate LURA to accept or contract for any expressed or implied services.

Background: LURA has conditionally agreed to purchase from Larimer County, the County Office and the parking lot (referred to as the "Parking Lot"), generally located on the southeast corner of 6th Street and Railroad Avenue, Loveland, Colorado. The properties are subject to the Block 41-Finley's Expanded Addition Urban Renewal Plan. Upon conveyance of the properties, LURA and Larimer County intend to enter into a lease allowing the County to remain in occupancy until 60 days after the County's new building at 200 Peridot Avenue, Loveland, has received a certificate of occupancy or until December 31, 2018.

Legal Description County Office: Lots 13 through Lots 16, Block 7, City of Loveland. Larimer County, Colorado; Also portion of vacated alley per book 1712 page 733. Also known as 205 L. 6th Street, Loveland, Colorado.

Legal Description - Parking Lot: Lots 9 through 13 & North 10 Feet Lot 14, Block 11, City of Loveland, Larimer County Colorado less east 16 feet as in 787-238.

LURA intends to sell the County Office for redevelopment consistent with the Block 41-Finley's Urban Renewal Plan as identified in the conditions of this RFP, but does not intend to sell the Parking Lot. LURA will consider a no cost, long-term lease of a portion of the parking lot in conjunction with the sale of the County Office.

SUBMITTALS MUST INCLUDE THE FOLLOWING:

1. Cover Letter
2. Completed Proposal
3. Acceptance of Conditions and explanation of how those will be met
4. Management and Financial Information for the principals in the firm
5. Economic Incentive terms requested
6. References

Any requested restrictions for the use or inspection of material contained within the submittal shall be clearly stated. Confidential commercial financial and/or proprietary information must be clearly identified and separately packaged from the rest of the submittal, and if so identified, the City and LURA will protect those items from disclosure to the extent permitted by law.

Criteria for Final Selection:

- Financial Offer
- Economic incentives requested versus number of jobs committed
- Conditions met versus modifications requested
- Responsiveness of the Proposal

RFP Conditions & Terms:

1. Conditions. The purchase of the County Office from LURA and LURA's sale of the County Office, Loveland, Colorado that includes the building shall be subject to completion of all conditions set forth in this section at or prior to closing. Failure to complete any condition without an express written waiver by the affected party shall terminate the obligation to purchase the County Office and the obligation of LURA to sell the County Office.

- a. LURA purchase. Acceptance of any offer to this RFP is conditioned upon LURA's purchase of the County Office and Parking Lot.
- b. County Lease. Acceptance of any offer to this RFP is conditioned upon Larimer County's continued use of the County Office and Parking Lot until the earlier of 60 days after Larimer County's new building at 200 Peridot Avenue, Loveland, Colorado has received a full certificate of occupancy or until December 31, 2018.
- c. Occupancy. The Offeror shall fully occupy the County Office with primary jobs and redevelop the County Office in a manner consistent with the Block 41-Finley's Addition Urban Renewal Plan.
- d. Investment. The Offeror shall invest no less than \$1,500,000 into the County Office within 18 months of closing on the conveyance of the County Office from LURA to Offeror, subject to reimbursement by LURA of up to \$750,000 for public improvements as set forth in the attached Incentive Agreement (see paragraph e. below).
- e. Incentive Agreement. Offeror and LURA, at or before the Closing of the conveyance of the County Office from LURA to Offeror, shall execute a mutually acceptable incentive agreement for public and private improvements to the County Office substantially in the form of Exhibit "A" attached hereto and incorporated by reference.
- f. Lease Agreement. Offeror, at its discretion, may execute a mutually acceptable agreement with LURA for the lease of the Parking Lot substantially in the form of Exhibit "B" attached hereto and incorporated by reference, provided such agreement is executed at or before the Closing on the conveyance of the County Office from LURA to Offeror.
- g. Access to Property. Offeror shall be provided access to the Property with 48 hours advance notice to LURA during the lease period.

- h. Insurance. Casualty and comprehensive liability insurance with coverage of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Proof of insurance will be required prior to execution of any agreements.
2. **Other Terms.**
 - a. LURA will share equally with the Offeror the cost of Title Commitment and Survey and all closing costs.

Attachments to RFP:

- Phase I Environmental Site Assessment, dated January 18, 2018
- Asbestos, LCP and RBM Survey, dated January 3, 2018