

# MARIST

**REQUEST FOR PROPOSALS  
TO RESTORE AND LEASE  
MARIST COLLEGE BUILDING**

**AS REQUESTED BY**

**THE ROMAN CATHOLIC CHURCH DIOCESE OF TUCSON**

**AND**

**SAINT AUGUSTINE CATHEDRAL ROMAN CATHOLIC PARISH – TUCSON**

# Request for Proposals to Restore and Lease Marist College Building

Supporting material available at <http://www.diocesetucson.org/maristrfp.php>

## Proposal Requirements and Submission Instructions

### 1. General Information.

- 1.1 **Nature of Services Sought.** By this Request for Proposals (“RFP”), the Roman Catholic Church Diocese of Tucson (“Diocese”) and Saint Augustine Cathedral Roman Catholic Parish – Tucson (“Parish”) (collectively “Requestors”) are seeking proposals from qualified developers (“Applicant(s)”) to lease and restore the Marist College Building (“Property”) as further detailed below (“Proposal(s)”). All Proposals shall include the Applicants’ agreement to restore, preserve, and maintain the Property in accordance with the *The Secretary of the Interior’s Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (National Park Service, 1995), in order to preserve and enhance those qualities that make the Property eligible for listing in the National Register of Historic Places.
- 1.2 **Point of Contact.** All inquiries, requests and Proposals shall be submitted to Mr. John Shaheen (“Point of Contact”) at Roman Catholic Church Diocese of Tucson, P.O. Box 31, Tucson, AZ 85702-0031 (“Diocese Address”). The Point of Contact’s telephone number is (520) 792-3410. The Point of Contact’s e-mail address is [johns@diocesetucson.org](mailto:johns@diocesetucson.org).
- 1.3 **Inquiry Deadline.** The deadline for any inquiry or question about the terms of this RFP is Dec 2, 2013, at 2:00 PM Tucson time (“Inquiry Deadline”). All inquiries shall be submitted *by e-mail only* to the Point of Contact. Any inquiry or communication concerning this RFP directed to any agent, officer or employee of the Requestors other than the Point of Contact shall disqualify the inquiring Applicant from submitting a Proposal.
- 1.4 **Proposal Deadline.** The deadline for Proposals submitted in response to this RFP is February 6, 2014, at 2:00 PM Tucson time (“Proposal Deadline”). Any Proposal submitted after the Proposal Deadline will be rejected by the Requestors.
- 1.5 **Number of Copies.** To be considered, four (4) copies of a Proposal must be received by the Point of Contact on or before the Proposal Deadline. The Requestors reserve the right to reject any or all Proposals submitted. During the evaluation process, the Requestors reserve the right, where it may serve the Parish’s best interest, to request additional information or clarifications from Applicants, or to allow corrections of errors or omissions. At the discretion of the

Requestors, Applicants submitting Proposals may be requested to make oral presentations as part of the evaluation process.

## 1.6 **Cost and Use of Proposals.**

1.6.1 The Requestors shall not be responsible for any expenses incurred by any Applicant in preparing or submitting a Proposal or otherwise responding to this RFP. Materials submitted in response to this RFP may be made available by the Requestors for public inspection, all at the discretion of the Requestors. Any language purporting to render a submitted Proposal confidential or proprietary will be ineffective and will be disregarded.

1.6.2 The Requestors reserve the right to retain all Proposals submitted and to use any ideas contained in any Proposal regardless of whether the Proposal was selected. Submission of a Proposal indicates acceptance by the Applicant of the conditions contained in this RFP, unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between the Requestors and the firm selected.

1.7 **Anticipated Selection and Notifications.** It is anticipated that if an acceptable proposal has been timely received by the Requestors, the selection of a successful Applicant will be completed by the close of business on February 28, 2014. Following the notification of the selected Applicant, it is expected a contract will be executed within approximately three weeks thereafter.

## 2 **Standards to be Followed.**

2.1 Proposals shall clearly specify the uses for which an Applicant intends that the Property will be used. The Parish reserves the right in its sole discretion to reject any Proposals that contemplate any use of the Property that the Parish finds objectionable for any reason.

2.2 Proposals shall include a triple net lease of the Property for a term and base rent to be negotiated by the selected Applicant with the Parish as Landlord (“Lease”). The Lease shall not be subordinated to any liens. The Lease shall designate the initial intended use of the Property. Any change in use during the term of the Lease must be first approved by the Parish in its sole and absolute discretion. Failure to obtain permission for future use changes shall be noted in any Lease as grounds for immediate termination of the Lease by the Parish.

2.3 The Property shall be fully restored, preserved and maintained for the duration of the Lease in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (National Park Service, 1995), in order to preserve and enhance those qualities that make the Property eligible for listing in the National Register of Historic Places. Except as otherwise

provided herein, the successful Applicant will be solely responsible for the cost of restoring the Property, including but not limited to design costs, permitting costs, and construction costs.

2.3.1 The successful Applicant shall provide all necessary funding to complete the restoration of the Property.

2.3.2 The successful Applicant shall acknowledge that the Property is currently owned by the Parish and as such is exempt from real property taxes and assessments. The successful Applicant shall affirmatively state that if the use of the Property in any manner results in the imposition of real property taxes on any land owned by the Parish, the Applicant and its tenants shall be responsible for, pay, and hold the Parish harmless of, any such possible future real property tax assessments.

2.4 All Proposals shall require the successful Applicant to maintain a payment bond to assure the payment of any and all contractors, subcontractors and other materialmen or suppliers providing services or supplies for the restoration of the Property.

2.5 All Proposals shall include the Applicants' current and verified financial statement reflecting the ability to complete the restoration of the Property.

**3 Proposal Requirements.** To be considered, four (4) copies of the following material are required to be received by the Point of Contact before the Proposal Deadline:

3.0 **Envelope.** All proposals shall be submitted to the Point of Contact at the Diocese Address in a sealed package or envelope, the exterior of which includes the notation "**Response to RFP.**"

3.1 **Title Page.** The title page shall show the proposal subject, firm's name and contact person and the firm's Arizona Business License Number and Federal Tax Identification Number.

3.2 **Cover Letter.** The cover letter should set forth the following:

3.2.1 The Applicant's understanding of the work to be performed, the commitment to perform the work in the required time frame, any additions to the scope of work that the Applicant believes are prudent or necessary and the reasons why, and statements as to why the Applicant believes it is best qualified to perform the engagement.

3.2.2 Certify that the person signing the Proposal is authorized to represent the Applicant, to submit the bid, and to sign any resulting contract with the Requestors.

3.2.3 The Proposal is a firm, irrevocable offer for 90 days from the Proposal Deadline.

3.2.4 Indicate whether the Applicant is an Equal Opportunity Employer.

**3.3 Table of Contents.**

**3.4 Terms of the Proposal.** This section should address all the points outlined in this RFP. While additional information data may be included, the information set forth in following sub-paragraphs must be included:

3.4.1 An affirmative statement that the Applicant will maintain the required minimum insurance requirements: \$1,000,000 for professional liability; and \$5,000,000 commercial general liability (\$5,000,000 annual aggregate); and \$1,000,000 for commercial automobile liability; and the statutorily prescribed coverages for workers compensation; and \$1,000,000 employer liability - all naming the Requestors as additional insureds.

3.4.2 Enumeration of the Applicant's capability to accomplish the project with its present work force. The Applicant should clearly identify all disciplines available within the firm. State Applicant's availability, based on current and anticipated workload.

3.4.3 Provide a list of comparable projects that have been successfully completed by Applicant. Include name, location and brief description of project, date of project, dollar value, name of project owner, contact name, address, and telephone number.

3.4.4 Provide an assurance that the Applicant and its tenants, upon completion of the project, shall arrange for parking at any public parking facilities other than the Parish parking lot that is immediately adjacent to the project property. Neither the Applicant nor its tenants shall have any right to use the Parish parking lot.

**4 Evaluation Methodology.**

**4.1 Evaluation Criteria.** Each Proposal will be evaluated using the following criteria:

4.1.1 Mandatory Elements

4.1.2 The Applicant has no conflict of interest with the Requestors.

4.1.3 The Applicant follows the instructions set forth in this RFP.

4.2 **Technical Qualification.**

4.2.1 The quality of the Applicant's professional personnel to be assigned to the engagement and the quality of the Applicants management support personnel to be available for technical consultation.

4.2.2 The Applicant's commitment to the Standards to be Followed as set forth in paragraph 2 of this RFP, including the limitations on use of the Property.

4.2.3 Demonstration of the Applicant's financial ability to restore the Property.

4.3 Applicants meeting the mandatory criteria above will have their respective Proposals evaluated and scored for technical qualification.

4.4 Submission of a Proposal confirms acceptance by the Applicant of the conditions contained in this RFP unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between the Parish and the successful Applicant. The Requestors reserve the right, without prejudice, to reject any or all Proposals.

4.5 Any Applicant wishing to alter its Proposal must do so by written addendum, which must be received by the Requestors before the Proposal Deadline.