



**BLAINE COUNTY SCHOOL DISTRICT # 61  
REQUEST FOR PROPOSALS  
FOR  
TEACHER AND STAFF AFFORDABLE HOUSING  
SOLICITATION NO. RFP 1**

**ISSUE DATE: March 16, 2022  
RESPONSE DEADLINE DATE & TIME: April 13, 2022; 6 p.m. Mountain Time  
QUESTIONS DUE: March 30, 2022 CONTACT PERSON: Cheryl Sanderson  
Blaine County School District No. 61  
118 West Bullion Street  
Hailey, ID 83333  
[csanderson@blaineschools.org](mailto:csanderson@blaineschools.org)  
(208) 578-5000**

**RESPONSE SUBMISSION INFORMATION:**

Submitted electronically to [csanderson@blaineschools.org](mailto:csanderson@blaineschools.org)

Email Subject Line: **Affordable Teacher and Staff Housing RFP**

See Part 6 below for additional information regarding Response submission and delivery.

**SOLICITATION DESCRIPTION:** Solicitation of Proposals to result in the selection of the “**Respondent**” who submits a combined response (“**Response**”) for the design, development, construction, construction financing, lease, operation (including property management) and maintenance of affordable teacher and staff housing (“**ATASH**”), that is determined by Blaine County School District No. 61 (“**BCSD**”) to be most advantageous to BCSD, whereupon BCSD and the selected Respondent will enter into negotiations for, among other things, a long term ground lease/build-to-suit and management agreement or agreements, which agreement or agreements (collectively, the “**Agreement**”), to be executed by BCSD and the selected Respondent, which Agreement will provide BCSD with ATASH on the Project Sites (collectively, the “**Project**”).

Respondent hereby declares understanding, agreement, and certification of compliance to provide the items and/or services and work at the prices quoted in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (“**RFP**”), as may be modified by any addenda thereto.

**SIGNATURE (REQUIRED):**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Respondent Name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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## PART 1 – INTRODUCTION, OVERVIEW AND GOALS

Blaine County School District No. 61 (“**BCSD**”) is a school district organized under and subject to the laws and constitution of the State of Idaho. BCSD, located in Blaine County, Idaho, is one of the largest employers in the Wood River Valley. Located in South-Central Idaho, BCSD boundaries include several municipalities stretching from the north – the community of Ketchum, to mid-valley – the cities of Hailey and Bellevue, and to the south, the community of Carey.

BCSD consists of three elementary schools, one middle school, one K-8 school, one high school, one K-12 school and one alternative high school. Enrollment consists of approximately 3,200 Pre-K-12 students. BCSD’s latest approved staffing plan includes approximately 523 administrative, certified, non-certified, and classified teachers and staff.

BCSD is issuing this Request for Proposals (“**RFP**”) to Respondents for the design, development, construction, design and construction financing, leasing, operation (including property management) and maintenance of affordable teacher and staff housing (collectively, “**ATASH**”), with affordable housing units to be constructed on the three (3) land sites to be provided by BCSD (the “**Project Sites**”), with a to-be-determined number of housing units (2 to 3) located on each Project Site; the Project Sites are generally depicted on the Site Plan(s) attached hereto as **Exhibit A** and made a part hereof.

### **BCSD’S GOALS:**

- *To attract and retain high caliber teachers and staff.*
- *To address the severe shortage of affordable workforce housing for teachers and staff in the Wood River Valley.*
- *To create affordable workforce housing units located closer to the schools where BCSD teachers and staff work.*
- *To provide rental housing units for designated teachers and staff at no more than 30% of their individual adjusted gross incomes.*
- *To ensure market competitiveness with regard to the total compensation package by adding affordable housing as another item in that package.*
- *To cause the development of a to-be-specified number of workforce rental units located on the Project Sites, with all units restricted to occupancy by designated BCSD teachers and staff.*
- *To partner with a developer and a developer team experienced in real estate, affordable housing, finance, construction, operation (including property management) and maintenance with the demonstrated experience and capacity to design, develop, construct, finance, lease, operate and maintain rental housing as well as knowledge and expertise in programs providing subsidy and services for such development.*
- *To comply with applicable law and regulations, in particular Idaho law and constitutional law.*
- *To gain experience with respect to providing future workforce housing.*
- *To gain recognition of BCSD’s providing of affordable workforce housing for BCSD teachers and staff as serving a public purpose.*

### **1.1 Request for Proposal Process**

Real estate development entities are invited to submit proposals with detailed plans for the Project (“**Proposals**”), such Proposals will be evaluated for their quality, alignment with desired goals, financial viability, demonstrated Respondent capability to deliver the Project on schedule, and whether, in BCSD’s opinion, the selected Proposal is the most advantageous to BCSD.

After BCSD selects the preferred Response/Respondent through the RFP process, the next step in the process will be for BCSD and the selected Respondent to negotiate and enter into an Agreement that sets forth, among other negotiated items, the terms and conditions thereof, including, without limitation, as regards: (i) design, (ii) development, (iii) construction, (iv) design and construction financing, (v) leasing, (vi) operation (including property management) and (vii) maintenance of the Project (hereinafter referred to as the “**Section 1.1 Requirements**”). The Agreement must also address timing and phasing. If necessary, the selected Respondent may be asked to modify some of the provisions in its Response to achieve BCSD’s Project goals.

If BCSD is unable to negotiate a satisfactory final Agreement with the first selected Respondent, BCSD may, at its discretion, terminate negotiations with that Respondent and undertake negotiations with the second most qualified Respondent, failing which, BCSD may, at its discretion, terminate negotiations with that Respondent, and undertake negotiations with the third most qualified Respondent, and so on. BCSD may also, in its sole discretion and at any time, cancel this RFP and otherwise proceed as determined appropriate by BCSD.

The Respondent who enters into a final Agreement with BCSD is hereinafter also referred to as the “**Developer**”.

## **PART 2 – PROJECT SCOPE**

### **2.1 Introduction**

Generally, the Project will consist of the Section 1.1 Requirements together with such other aspects as are inherent in an affordable workforce housing development, with the recognition of the Project as specifically providing ATASH units for rental to designated BCSD teachers and staff (the “**Restricted Use**”).

### **2.2 Development Opportunity**

Respondents to this RFP must have, either itself or through use of others, the capability for addressing and meeting the Section 1.1 Requirements for all three (3) Project Sites, and must specifically identify plans for implementation of each of the aforementioned Requirements.

The Developer will be responsible for ensuring that the Project Sites are appropriately zoned and that all studies, reports, permits, approvals and written agreements satisfactory to BCSD, including, but not limited to, conditional use permits as may be required, condominium development approvals (if applicable), site plan approvals, plat/parcel map approvals, boundary/lot line adjustments, demolition, building and use permits, architectural approvals, environmental reports and permits, traffic studies and so forth, as required by the appropriate public or governmental authorities, have been finally adopted and/or obtained to permit the commencement and completion of construction and the ongoing operation of the Project, all in accordance with applicable law and said government permits and approvals.

The Developer will finance the design and construction of the Project and deliver to BCSD the ATASH units constructed on the Project Sites under a long term ground lease arrangement to be proposed by the Developer in its Response to this RFP (see Part 3 below), with BCSD as the ground lessor. The final form of the lease will be negotiated with BCSD, with the ATASH units ready to be rented by the Developer to BCSD’s designated teachers and staff, in turn-key condition, subject to any recorded conditions, covenants and restrictions, as may be agreed upon by BCSD and the Developer prior to commencement of rentals to teachers and staff.

BCSD’s preferences regarding the long term ground lease are (i) a renewable 50-year term, (ii) variable rent payments to BCSD based upon a calculation that takes into consideration the net rents (gross rents minus maintenance and management fees), and (iii) such rent payments based on a split between BCSD and the Developer proportionately to each party’s contribution to the development (i.e., land value vs. construction cost), or such lesser amount as determined by BCSD, as is acceptable to BCSD and is in compliance with law, in particular Idaho law and constitutional law.

BCSD will create a policy that determines which teachers and staff will be eligible to rent the ATASH units, and in which order of priority. As mentioned above, a goal of this policy would be to provide rental units to designated teachers and staff at no more than 30% of their adjusted gross income.

The Project Sites shall be used only for the Permitted Use, unless, in reaction to changing needs, economies, markets and other material factors, other uses are allowed, from time to time, as are in compliance with all then applicable governmental permits and approvals and all then applicable laws, and have been specifically agreed to in writing by both BCSD and the Developer.

The Developer will be the single point of accountability for the design, development, construction, financing, lease, operation (including property management) and maintenance of the Project, unless otherwise specifically agreed to in writing by BCSD and the Developer. BCSD and the Developer will collaborate to keep the design and construction on schedule and construction costs on budget. The Developer will provide BCSD with progress reports, monthly during construction and the first year of rentals of the TASH units, and then at least semi-annually thereafter during the term of the Agreement.

BCSD intends to solicit competitive Responses, evaluate each Response received, rank and select the highest ranked Response(s), and then attempt to negotiate a final Agreement with the highest ranked Respondent; provided, however, that all Proposals will be subject to “**fatal flaws**”, the presence of any of which will disqualify a Proposal and eliminate the same from further consideration. The presence of fatal flaws will be determined by BCSD, in its sole discretion. Fatal flaws include, without limitation: (i) the failure of any environmental assessment of a proposed Project Site; (ii) the failure of BCSD to acquire ownership or complete control of a proposed Project Site; (iii) any appraisal that fails to meet applicable governmental requirements; (iv) cost to construct, as determined by BCSD to be too great or otherwise unacceptable, or (v) a determination by BCSD that all or any part of the Project is financially unmanageable or otherwise unfeasible.

In addition to BCSD’s previously expressed right to terminate negotiations if BCSD is unable to negotiate a satisfactory final Agreement with the first selected Respondent, if a fatal flaw eliminates that Respondent, BCSD may, at its discretion, terminate negotiations with that Respondent, and undertake negotiations with the second ranked Respondent, failing which, BCSD may, at its discretion, terminate negotiations with that Respondent, and undertake negotiations with the third ranked Respondent, and so on. BCSD may also, at any time, cancel this RFP and otherwise proceed as determined appropriate by BCSD.

A successful Proposal will comply with all applicable rules, standards and specifications of all applicable governmental regulatory agencies. The successful Respondent to this RFP must include a design professional who is or will be Idaho-licensed at the time of execution of the Agreement, and a construction company that is or will be a licensed Public Works contractor in the State of Idaho at the time of execution of the Agreement. The successful Respondent must have the demonstrated ability to provide the services and work for a project of the size and complexity of the Project. The successful Respondent must provide evidence of financial stability and capability to fund and/or guarantee all costs associated with its Proposal. The successful Respondent shall comply with all applicable statutes relating to the licensure of architects and engineers. The successful Respondent will be required to timely post 100% performance and payment bonds for the entire Project.

### **2.3 Developer’s Responsibilities**

The general scope of the Developer’s responsibilities under the Agreement will be as follows:

- A. Design: Working with BCSD, the Developer will be responsible for the design of the entire Project with BCSD input and approval. The design will address building height and massing, design and materials used. The design must comply with all applicable codes and regulations.
- B. Professional Services: The Developer will provide all professional services necessary to implement

the Project, to be more fully defined in the Agreement. Although not required, consideration will be given to Respondents who maintain professional licenses in one or more of the disciplines of real estate, architecture, construction or finance (in particular municipal finance, or public-private finance).

- C. Construction: The Developer will be solely responsible for completion of the on-site construction of the Project, and all required off-site construction.
- D. Finance: The Developer will identify the funding sources necessary for the Project. BCSD is open to Responses that consider all types of public-private partnership opportunities and financing alternatives, including, without limitation, taxable or tax-exempt financing.
- E. Operation: The Developer will be solely responsible for the operation (including property management) of the Project.
- F. Maintenance: The Developer will be solely responsible for the maintenance of the Project, and for completion of the ATASH units' interior and tenant improvements, to be specified with particularity in the Agreement. The Developer will provide coordination with all trades as required

**BCSD RESERVES THE RIGHT TO ALTER THIS SCOPE OF DEVELOPER'S RESPONSIBILITIES TOGETHER WITH THE RIGHT TO NEGOTIATE FINAL DEVELOPER PROJECT TEAM MEMBERS.**

## **2.4 BCSD's Responsibilities**

The general scope of BCSD's responsibilities under the Agreement will be as follows:

- A. Environmental Documentation: BCSD will be responsible for all aspects of the required Environmental Documentation to satisfy any federal requirements for the proposed Project Sites.
- B. Appraisal: BCSD will be responsible for all aspects of any required Appraisal and any Appraisal Review process and receiving any required governmental concurrence for the Appraisal.
- C. Public Outreach: BCSD's general preference is that BCSD provide Public Outreach during the duration of the Project to inform the community of the status of the same. However, BCSD will remain open to suggestions on public outreach and "branding" of the Project.

## **D. PART 3 – FORMAT SUBMISSION INSTRUCTIONS**

### **3.1 Proposal Format**

Responses to this Request for Proposal (RFP) should follow the format described in this section. The required elements should be presented clearly and briefly and be supported by any necessary attachments regarding individual components. Proposals shall be prepared on standard 8 ½" x 11" letter sized paper, where applicable.

Proposals should be indexed and organized in the following order:

- **Cover Letter** - The cover letter must be signed by a principal of the development entity.
  - Stating that the development entity is willing to develop, has the financial capacity, and has the experience and staff to develop the Project in the manner described in the Proposal;
  - Stating which entity or person will be guaranteeing the performance of the development entity should an agreement be negotiated and signed;

- o Stating, in a comprehensive listing, all the services and work to be provided;
- o Detailing any exceptions to the RFP (please note that significant exceptions that may make the Proposal non-responsive); and
- o Stating that all of the information contained in the cover letter and the Proposal is true and correct.
- **Title Page** – The title page showing the RFP’s subject, the development entity’s name, address and telephone and fax numbers of the contact person(s) and the date of the Proposal.
- **Table of Contents** – A table of contents outlining and indexing the contents of the Proposal.
- **Proposed Design Plan** – the drawings and/or outlines made for the benefit of constructing the TASH units.
- **Proposed Development Plan** – Proposed Development Vision and Programming with proposed schedule.
- **Proposed Construction Plan** – To the extent not included as the Development Plan, the plan for the construction of the Project, from design to building completion, including, without limitation, activities, resources, schedule and budget
- **Financial Proposal** – Proposed Financial Proposal - *To be clearly identified and submitted separate from the rest of the Proposal.*
- **Appendix** – Supporting Schedules and information.

### 3.2 Use of Subcontractors/Partners

There may be areas for use of subcontractors or partners in this Project. If subcontractors or partners are utilized, the Response must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that BCSD will contract solely with the Developer entity; therefore subcontractors/partners remain the sole responsibility of the Developer entity.

## PART 4 – PROPOSAL

### 4.1 Proposed Development Vision and Program

Based upon the proposed Project Sites, Responses should describe the development program with details on the ATASH buildings and units (and square footage of each), and the square footage of any other proposed facilities and amenities.

Responses should describe the architectural design characteristics and type/quality of building materials, based on conceptual-level design studies, and should provide a site plan, 2-3 elevations and up to 3 renderings of each building depicting its front entry. Drawings should indicate the building entrances, parking and driveway locations, pedestrian ways and major building features (such as service areas, outdoor space, landscaping features, etc.) Typical floor plans should be provided.

If development is intended to be phased, the Response should clearly describe the project development program for each phase, the proposed and financing structure and the anticipated timing of each phase.

To the extent not already provided in the foregoing, Responses should include the following information:

- Project Site location and map.
- Survey of the Project Site.
- Utility locations on and adjacent to the Project Sites, if available.
- Geotechnical Report, if available.
- Environmental Phase I and II reports, if available.
- Describe how the Project will meet BCSD’s goals and objectives.
- Describe how the Project will meet BCSD’s ATASH specifications

- Description of how the Project will integrate with surrounding areas.
- If known, the status of the development of the Project Sites, governmental approvals, access, zoning, etc.
- Description of how the development entity will navigate the political issues that are a part of any affordable workforce housing development.
- Potential design or construction challenges and possible responses to same.
- Description of how the Respondent will manage risk both during the design/construction phases, as well as during the overall life of the Project.

BCSD reserves the right, prior to selection of a successful Respondent, to begin performing an environmental assessment on one or all potential Project Sites.

#### **4.2 Conceptual Financial Structure/Financial Stability**

BCSD seeks creative as well as practical Proposals, and reserves the right to consider any arrangement proposed.

For the arrangement proposed, Responses should include the following information **to be clearly identified and submitted separate from the rest of the Proposal.**

- If not previously provided, a conceptual financial structure, including public and private sources of funding, with: an outline of any required or proposed governmental involvement (tax increments, etc.), making it clear whether the Response is contingent on such involvement; a listing of any other contingencies to the willingness to proceed to the development (such as economic recovery, financing, required, level of equity and debt); and the structure of any personal and entity guarantees. A “basic” pro forma may strengthen a Response. Letters from financial institutions describing prior credit relationships and anticipated parameters for lending on the proposed Project may strengthen a Response.
- Evidence of the Respondent’s financial capability to undertake the Project. Evidence should cover the last five (5) years. If a Response is being submitted by a joint venture of two or more entities, financial capability evidence for each such entity shall also be submitted. Suitable evidence documentation includes audited or reviewed financial statements, partnership or corporation tax returns, bank or financial institution commitments, or other verifiable information demonstrating financial stability necessary to support a project of this size. Submission of a Response shall be deemed consent given to BCSD, its assigns, agents or employees, to confirm all such information that is provided in the Response.
- The rent amount, or methodology for reaching a rent amount for the ground lease from BCSD.
- The rent amount, or methodology for reaching a rent schedule for the rental of the ATASH units to teachers and staff, and how the rent amounts fit into the Respondent’s financing plan for the Project.
- How the Project will be financially feasible to the Respondent.
- If applicable, any joint venture structure for the proposed development and financial capability evidence for each entity comprising the joint venture.

#### **4.3 Project Schedule**

Provide a Project Schedule for the development and construction process, starting from the full execution of the Agreement and ending with construction completion (subject to minor punch list items that do not prevent occupancy) of the ATASH units. Describe general assumptions built into the Project Schedule, Project milestones and decision-points.

#### **4.4 Best Value Approach**

The Respondent is encouraged to propose any combination of deal structure. BCSD will analyze each Proposal to

determine the fairness and advantage to BCSD of the Proposal including an analysis of any risk to be assumed by BCSD. BCSD will evaluate the Proposals on a number of criteria as determined by BCSD and may select a Proposal that, in the opinion of BCSD, is overall the strongest.

#### **4.5 Conditions of Submittal**

- All prospective Respondents shall comply with the requirements and conditions contained in this RFP.
- A representative of the prime Respondent development entity that has contractual authority must sign the written Responses to this RFP and the forms and certification required to be submitted therewith.
- By submitting a Response, Respondents and any subcontractors, partner or sub-consultants identified in the Response are deemed to have agreed that they will comply with all pertinent federal, state and local regulations related to the Project.
- All costs incurred in the preparation and presentation of the Response shall be borne solely by the Respondent, without contribution from BCSD.

#### **4.6 Insurance Requirements**

- The successful bidder will be required to demonstrate the following insurance coverage:
- Commercial General Liability, Bodily Injury and Property Damage, including Contractual Liability and Products/Completed Operations Liability without explosion, collapse and underground (XCU) exclusions eliminated to be determined
- Workers Compensation – Idaho Statutory coverage and Employers Liability of not less than \$1,000,000.
- Automobile, Bodily Injury and Property Damage Liability to be determined.
- Pollution Liability to be determined.
- Builders Risk – During the course of construction, Builders Risk insurance is required on a completed value basis against all risks of physical loss, covering the replacement cost value of work performed and the equipment, supplies and materials.
- Professional Liability Coverage with a minimum limit of \$1,000,000.

All policies shall contain a Waiver of Subrogation as applicable.

BCSD should be listed as an Additional Insured on all policies as applicable. The foregoing coverages shall be secured from insurers and on forms of policies acceptable to BCSD and shall include provisions that such insurance cannot be canceled, nor its limits reduced without at least 30 days prior written notice to BCSD.

Before beginning work under the Agreement, and at all times thereafter during the term of the Agreement, the Developer shall furnish copies of all insurance policies and extensions, renewals, or replacements thereof, or such other proof of insurance acceptable to BCSD in the form and format requested by BCSD, showing that all such insurance is in effect, and if any such insurance expires or is canceled before all work under the Agreement has been completed, shall provide like evidence of the extension, renewal, or replacement therefore before such insurance expires or lapse.

In the event that the Respondent fails to maintain and keep in force the insurance coverage as herein provided, BCSD shall have the right to cancel and terminate the established Agreement forthwith and without notice. The Respondent shall bear full responsibility for all risk of loss from equipment damage, and money or product loss resulting from vandalism or theft. The Respondent shall not in any manner penalize BCSD for any such losses.

## PART 5 – EVALUATION/SELECTION

### 5.1 Evaluation/Selection Process

The selection of the successful Respondent will be based upon a determination by the BCSD Evaluation Committee that the qualification and Proposal set forth in the Respondent's Responses are the most advantageous to BCSD.

The BCSD Evaluation Committee will perform the overall evaluation process. The committee's members will review, discuss, and evaluate each Response properly and timely submitted. BCSD reserves the right to require (i) confirmation of information furnished by a Respondent, (ii) additional evidence of qualifications to perform the services and work, or (iii) information from any source that has the potential to improve the understanding and evaluation of the qualifications and Proposal. The Evaluation Committee may, at its own discretion, accept submissions as it deems to be in the best public interest and in furtherance of the purposes of the Project, or it may proceed with further selection processes, or it may reject any and all submissions.

Interviews with Respondents may be conducted at the Evaluation Committee's sole discretion. The Evaluation Committee will make its recommendations to the BCSD Board of Trustees, who will ultimately select the successful Respondent.

### 5.2 Criteria

The following factors will be used in the evaluation of Proposals. The interpretation and application of the evaluation criteria is at the sole discretion of BCSD. If BCSD's Evaluation Committee believes that information contained in any Proposal is inaccurate, the committee reserves the right, after requesting clarification from the Respondent, to adjust the data for purposes of evaluation, or to reject the Response as non-responsive.

BCSD will evaluate the submitted Responses on the basis of the following criteria in descending order of importance:

1) Proven ability of the Respondent and its Project Team

- Demonstrated ability to secure all Project financing (debt and equity)
- Capacity to achieve the Project development and Project Schedule
- Historic ability to complete projects of similar scale
- Success in working in public/private partnerships

2) Scope and Quality of Development Proposal

- Quality of design and building materials
- Ability to meet the Section 1.1 Requirements.
- Ability to meet required and desirable Project elements as described in **Exhibit B**
- Distinctiveness and overall quality of the Project

3) Financial and Business Terms Proposed

Feasibility of financing structure – private financing and equity contribution

Public financial investment – requested terms/amount minimizes public resources

Degree to which the Proposal increases BCSD competitive advantage

Attractiveness of the terms and conditions of the business offer to BCSD

### 5.3 Post Selection Process

### 5.3.1 Letter of Intent

BCSD and the first selected Respondent shall promptly commence negotiations for items selected for negotiation and shall enter into a letter of intent in which the development entity will undertake the planning for the development provided that a development agreement has been negotiated and signed, and approvals and financing for the development are obtained within twelve (12) months. During the 12-month time frame, the development entity will diligently pursue obtaining approvals and financing for the development. BCSD will likewise seek required internal and governmental approvals during this period. At BCSD's sole option, the letter of intent may be extended for an additional three (3) months if the development approval process is close to conclusion and moving forward expeditiously.

### 5.3.2 Agreement

While the development entity is obtaining approvals for the development, it will be negotiating with BCSD for the final terms, conditions and form of the Agreement. Among other things, the Agreement may include the business arrangement between BCSD and the developer entity as well as covenants, conditions and restrictions, etc., as required to provide BCSD assurance that the Project will be developed and used in accordance with the Agreement. A goal of the negotiations would be to agree upon a restriction that would preserve the affordability of the Project's rental units for the term of the ground lease.

### 5.3.3 Agreement Approvals

Prior to signing a binding Agreement, BCSD must obtain the following:

- 1) Any required government environmental approvals for the Project Sites and the Project;
- 2) Any required governmental concurrence on the Appraisal and Appraisal review of the Project Sites; and
- 3) Approval by the BCSD Board of Trustees

## PART 6 - INQUIRIES, SUBMISSIONS, DEADLINES AND ADDENDA

### 6.1 Availability of RFP Packets

Packets are available at BCSD's Hailey administrative offices. If a potential Respondent is outside of the area or out of state, qualification packets may be downloaded from BCSD's website at: [www.blaineschools.org](http://www.blaineschools.org).

### 6.2 Delivery of Response to BCSD

Following are the Response requirements for this RFP. All specific Response items represent the minimum information to be submitted. Deletions or incomplete Responses in terms of content or aberrations in form may, at BCSD's discretion, render the Proposal non-responsive.

**Electronic Proposals must be received no later than: Due Date: April 13, 2022, by 6 p.m. Mountain Time**

**Proposals received after this date and time will not be considered for award.**

**ONLY ELECTRONIC RFP RESPONSES WILL BE ACCEPTED.**

Instructions for electronic submittal:

Email the RFP Response to Cheryl Sanderson, [csanderson@blaineschools.org](mailto:csanderson@blaineschools.org). Submit the RFP Response to this email only – please do not email to multiple people. Only emails sent to Cheryl Sanderson, [csanderson@blaineschools.org](mailto:csanderson@blaineschools.org) will be considered as responsive to the request for Proposals. Emails sent to other District emails may be considered as non-responsive and may not be reviewed.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB.

“**AFFORDABLE TEACHER AND STAFF HOUSING – RFP**” must be entered in the subject line of the RFP submittal email.

Late Proposals will not be accepted. It is the responsibility of the Respondent to ensure that the Proposal is electronically received by BCSD on or before the Proposal due date and time.

### **6.3 Inquiries, Correspondence, Requests for Changes or Clarification**

Respondents shall notify BCSD of any ambiguity, inconsistency, or error that they may discover upon examination of this RFP. All questions and requests for clarification or modification of the RFP shall be made in writing and addressed to: Blaine County School District No. 61, 118 W Bullion St, Attn: Cheryl Sanderson, Hailey, ID 83333. The preferred method of contact is via e-mail to: [csanderson@blaineschools.org](mailto:csanderson@blaineschools.org). All questions and requests must be received in writing; email is acceptable, no later than 6 p.m. Mountain Time **March 30, 2022**.

### **6.4 Addenda**

All modification, interpretation, correction or changes to this RFP shall be made only by written addenda issued by BCSD. Interpretations, corrections, or changes of this document made in any other manner will not be binding and Respondents shall not rely upon such interpretations, corrections, or changes. If BCSD determines any changes are necessary an addendum will be issued incorporating any changes that have been approved. All Addenda will be issued electronically via email to all Respondents of record and posted on the BCSD website. Any Respondent who contacts and receives information regarding this RFP from any other source risks disqualification for violation of the procedures established to ensure that this RFP is conducted fairly and equitably. Verbal instructions, interpretations, and changes shall not serve as official expressions of BCSD and shall not be binding. All Addenda will be posted at the BCSD website [www.blaineschools.org](http://www.blaineschools.org). The Respondents shall bear full responsibility for making themselves aware of the existence of any addenda. BCSD will assume no responsibility for Respondent’s failure to become aware of any Addenda. Respondents must consider all addenda and any/all resulting Respondent adjustments or other changes resulting from said addenda as applicable for their Responses.

### **6.5 Public Records/Confidential Information**

All submittals, including bids, qualifications, and any other information provided by a Respondent may be considered a public record and, except as noted below, will be available for inspection and copying by any person after execution of the Agreement. Any information submitted to BCSD is subject to release as provided for by Idaho Public Records Law (Idaho Code §§74-101 et seq.). BCSD will take reasonable efforts to protect any information marked “confidential”, to the extent allowed by Idaho Public Records Law. Confidential information should be clearly identified in a cover letter submitted with a Response. It is requested that confidential information be clearly identified as such and delivered separate from all other items in a Response to minimize the risk of accidental copying and release. Confidential information will be returned to an unsuccessful Respondent upon request after execution of the Agreement with the successful Respondent. It is understood, however, that BCSD shall have no liability for disclosure of such information. Further, even if identified and delivered separately, any proprietary or confidential information contained in or within any Response is subject to potential disclosure.

### **6.6 Late Responses**

Responses received after the Response Deadline Date & Time indicated herein may be deemed non-responsive by BCSD. Requests for extensions of the Response Deadline Date & Time will not be granted. It is the Respondent’s responsibility to ensure that Responses arrive before the Response Deadline Date & Time. BCSD

reserves the right to reject any Response received after the Response Deadline Date & Time.

### **6.7 Withdrawal or Modification of Responses**

Responses may not be modified after the Response Deadline Date & Time. A Respondent may withdraw its Response before the Response Deadline Date & Time upon written request of a person authorized to act on behalf of the Respondent.

## **PART 7 - SCHEDULE OF EVENTS**

### **RFP Process**

Qualified Respondents Contacted	March 16, 2022
Release of RFP	March 16 2022
Pre-Submittal Conference	March 30, 2022
Deadline for Receipt of Written Questions on RFP	April 6, 2022
<b>Response Deadline Date &amp; Time</b>	April 13, 2022
RFP Proposal Review Process	April 14-May 14, 2022
Interviews (discretionary) with Qualified Respondents	April 14-May14, 2022

### **BCSD Board of Trustees Selection**

May 10, 2022

The above dates are tentative and subject to change at BCSD's discretion. Any changes to the Schedule of Events will be posted to BCSD's website.

## **PART 8 - RFP TERMS AND CONDITIONS**

All Responses, supporting materials and correspondence submitted pursuant to this RFP shall become the property of BCSD. Any proprietary information contained in the Response should be so indicated; provided, however, that a general indication that the entire contents, or a major portion, of the Response is proprietary will not be honored. The following terms and conditions shall also apply.

### **8.1 Respondent Responsibility**

BCSD has made every attempt to provide all information needed to thoroughly understand the Project's terms, conditions, and requirements. By submitting a Response, a Respondent represents that it has investigated and agreed to all such terms, conditions and requirements.

### **8.2 Applicable Requirements**

All applicable Federal and State of Idaho laws, City of Hailey and Blaine County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Respondents throughout and incorporated herein.

### **8.3 Licenses**

Professionals requiring special licenses must be licensed in the State of Idaho, and shall be responsible for those portions of work as may be required by law.

### **8.4 Financial Review**

BCSD shall be able to request satisfactory evidence that they have the necessary financial resources to

accomplish the requirements of the RFP.

### **8.5 Additional Terms and Conditions**

BCSD reserves the right to not consider any additional RFP terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Response. In signing and submitting its Response, each Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, may be deemed by BCSD to be of no force or effect. Failure to comply with BCSD's terms and conditions applicable to this RFP, including those specifying information that must be submitted with a Response, may serve as grounds for BCSD's rejection of a Response, in whole or part, as determined appropriate by BCSD.

### **8.6 Experience and Qualifications**

BCSD reserves the right to require a Respondent to substantiate that the Respondent and any of its proposed sub-Respondents have the skill, experience, licenses, necessary facilities, and financial resources to perform the work required in a satisfactory manner and within the required time.

### **8.7 BCSD Prerogative**

BCSD reserves the right to contract with any single Respondent responding to this RFP (without performing interviews), based solely upon its evaluation and judgment of the Respondent in accordance with the evaluation criteria. This RFP does not commit BCSD to negotiate the Agreement, nor does it obligate BCSD to pay for any costs incurred in preparation and submission of a Response or in negotiation of the Agreement. BCSD reserves and holds at its discretion the following rights and options in addition to any others provided by BCSD: (1) to reject any or all of the Responses; (2) to issue subsequent requests for qualifications/Proposals; (3) to elect to cancel the entire RFP at any time, without penalty; (4) to waive informalities and irregularities in Responses received without waiving other requirements; (5) to approve or disapprove the use of proposed sub-Respondents or sub-consultants; and (6) to negotiate with any, all, or none of the Respondents to this RFP.

### **8.9 Nondiscrimination**

Neither BCSD nor any Respondent will discriminate with regard to race, color, creed, national origin, religion, sex, age, marital status or disability.

### **8.10 Request for Copies of Respondent's Proposals**

Copies of the Respondent's Response can be viewed at BCSD administrative offices in Hailey, Idaho, once an Agreement has been issued and signed by both parties. If a requester prefers to have a copy of the Response mailed, it will be up to the requestor to provide for mailing costs. If a requester prefers to have a copy e-mailed, it will be up to the requestor to provide an email return address and to confirm receipt. These requests should be directed to BCSD's Contact person identified above.

### **8.11 Issuing Office**

BCSD's contact name listed herein is to be the sole point of contact concerning this RFP. Respondents shall not directly contact other personnel regarding matters concerning this RFP or to arrange virtual meetings related to such.

### **8.12 Official Means of Communication**

All official communication from BCSD to Respondents will be via email from the Finance Department.

### **8.13 Modification or Withdrawal of Proposals.**

Proposals may be modified or withdrawn by the Respondent prior to the established due date and time. Modifications or withdrawals will not be accepted after the established due date and time.

#### **8.14 Acceptance of RFP Terms.**

A Proposal submitted in a Response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the Respondent shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the Respondent of all terms and conditions as set forth herein. A Respondent shall identify clearly and thoroughly any variations between its Proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP. The contents of the Response (including persons specified to implement the Project) of the successful Respondent will become contractual obligations into the award. Failure of the successful Respondent to perform in accordance with these obligations may result in cancellation of the award and such Respondent may be removed from future solicitations.

#### **8.15 Negotiation of Award**

In the event only one (1) responsive Proposal is received by BCSD, BCSD reserves the right to negotiate the award for the services with the Respondent submitting the Proposal in lieu of accepting the Proposal as is.

#### **8.16 Support Personnel**

Respondents must provide in its Proposal a description of the support personnel available to assist BCSD in the implementation of the Agreement. This information shall include the name of an individual employed by the Respondent who will serve as the contact person for BCSD.

#### **8.17 Contract Compliance**

A system of contract administration shall be maintained by BCSD to assure Respondent's compliance with the terms, conditions, and specifications of the Agreement and the bid specifications incorporated therein. Respondent agrees to cooperate fully with BCSD in this contract compliance system.

#### **8.18 Risk and Indemnification**

During the progress of the Project work, the Respondent shall assume all risk and bear all loss occasioned through neglect, negligence or accident, caused or contributed to by its personnel. The Respondent hereby assumes the entire responsibility and liability in and for any and all damages and/or injuries of any kind or nature whatsoever, to all persons, whether employees or otherwise, and to Project Sites, arising out of or resulting from the services as herein set forth and provided by the Respondent, and for any and all damages and/or injuries of any kind which shall occur in connection therewith. The Respondent shall indemnify, defend, protect and hold harmless BCSD, its agents, servants and employees for, from and against any and all losses, expenses, including legal fees and disbursements, damages and/or injuries arising out of or resulting from or occurring in connection with the execution of the Project work.

#### **8.19 Interruption of Performance**

The Respondent recognizes and acknowledges that riots, war, public calamity, fire, earthquake, mine subsidence, Acts of God, pandemic, epidemic, government restriction, labor disturbance, or strike may result in interruption or cessation of performance of the Agreement. In such event, and with the exception of monies already due and owing, both parties' obligations shall be suspended and excused to the extent commensurate with such interfering occurrence.

#### **8.20 Choice of Law**

The Agreement will be interpreted in accordance with the laws of the State of Idaho.

### **PART 9 - ADDENDA ACKNOWLEDGEMENT**

**RESPONDENT ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:**

<b>ADDENDA #</b>	<b>DATE</b>
1.	
2.	
3.	
4.	
5.	
6.	

**Exhibit A**

Site A: Parcel No. RPH0467000010A, Parkview Estates Subdivision Lot 10A, also known as 128 W. Bullion St., Hailey, Idaho, consisting of .31 acres.

Site B: Parcel No. RPH04640150010, Northridge VI Subdivision, Lot 1, Blk 15, also known as 421 McKercher Blvd., Hailey, Idaho, consisting of .34 acres.

Site C: Parcel No. RPH0000034009B, Hailey Exempt W 45' of 9,10,11,12 Blk 34, also known as 111 E Croy St., Hailey, Idaho, consisting of .103 acres.