

COLLEGE OF WESTERN IDAHO REQUEST FOR PROPOSALS

RFP 03-2022 Boise Center Public Private Partnership (P3) Development

PHASE 1: PROPOSALS DUE THURSDAY, JANUARY 12, 2023 AT 5:00 PM MT

FED EX Only (Tracking Number Required) to:

College of Western Idaho – Business Office
Subject: Phase 1: RFP 03-2022 Boise Center P3 Development
Attn: Sue Heathman, Manager II, Contracts & Procurement
6056 Birch Lane, Suite 200
Nampa, ID 83687

RFP document is available at: <http://cwi.edu/info/procurement-division-contractspurchasing>

November 7, 2022

The College of Western Idaho (“CWI” or “College”) invites proposals for its RFP 03-2022 Boise Center Public-Private Partnership (P3) Development (“Development Project” or “Project”).

In accordance with Idaho’s procurement requirements for public entities, as may be applicable, including but not limited to, Idaho Code §§ 67-2320; 67-2309; 54-4511; 54-1902, 54-1926; 67-2801 *et seq.*; and 33-2107(3), CWI is seeking a Developer to partner with the College in a Development Project located in a highly desirable area on a vacant 10-acre site adjacent to the Boise River and Greenbelt Area at the intersection of Main Street and Whitewater Park Boulevard in Boise, Idaho (“Boise Property”). CWI desires creative proposals from Developers with experience in the design and construction of public-private partnerships (“P3 Projects”) with educational institutions for mixed-use facilities. This RFP is seeking innovative proposals for design within the Boise Property that provides for the following: (1) the design and construction of new educational facilities (“CWI Building”), on a portion of the Boise Property, to be owned and used by CWI for its educational and other related purposes, including parking and plans for future growth and expansion (See Section 2.3 for specific requirements); (2) private-use construction by a Developer for the remainder of the Boise Property through a revenue generating ground lease of land from CWI; and (3) a site plan and proposal that encourages positive public use of the surrounding area (collectively “Developer Proposal”).

The Developer’s team shall include the necessary design professionals and a construction manager/general contractor (CM/GC) to design and construct the CWI Building. The Developer and the other professionals on its team will be chosen in accordance with the selection process described in Idaho Code § 67-2320. CWI will evaluate the qualifications of the Developer, its design professionals, and the proposed CM/GC based on the criteria set forth in this RFP and according to the requirements of Idaho Code § 67-2320. As a part of the Development Agreement (as described below), CWI will require that the Developer utilize the CM/GC method of construction described in Idaho Code § 54-4511(2) and follow the requirements of that section. For the CWI Building, CWI anticipates that a guaranteed maximum price (“GMP”) for the construction of the work will be developed and presented to CWI when the design is sufficiently complete. CWI anticipates that the costs of design and construction will be passed through by the Developer to CWI with limited, if any, markup.

The Developer’s Proposal and its work on the project must comply with all applicable (i) state and federal laws and regulations and (ii) the rules, standards and specifications of the State of Idaho, the City of Boise and other applicable governmental regulatory agencies. The Developer’s response must include one or more design professionals who are or will be Idaho-licensed at the time of execution of the Development Agreement. The Developer’s response shall include a CM/GC that is a licensed construction manager and a licensed Public Works contractor in the State of Idaho, both required at the time of submission of the Developer’s response.

The Developer must demonstrate the ability to provide services for a building or project of the size and complexity of the Project. Without limitation on the foregoing, the Developer’s Proposal must provide evidence of financial stability and the financial wherewithal to undertake the financial commitments associated with the Project, including performance and payment bonds for the CWI Building. The Developer and its team must comply with all applicable statutes relating to the licensure of architects and engineers, including those contained in Idaho Code Title 54, Chapters 3 and 12. Further, the Developer’s CM/GC will be required to post a payment and performance bond in the full amount of the GMP for the CWI Building, as described in Idaho Code 54-1926.

The Developer will be responsible for ensuring that the Project site is appropriately zoned and that all studies, reports, permits, approvals and written agreements satisfactory to CWI have been finally adopted and/or obtained. Said reports, permits, approvals and written agreements will include, but are not limited to, conditional use or other permits or requirements (which will be required for the Project by the City of Boise, the Ada County Highway District or the Capital City Development Corporation, as may be applicable), 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 and traffic studies required by the appropriate public or governmental authorities to permit (i) the design and construction and operation of the project and (ii) the lease, as the case may be, of the Boise Property (not to include the CWI Building) by CWI in accordance with applicable law and said government approvals..

The Developer will be the single point of accountability for development, design and construction of the Project. CWI and the Developer will collaborate to keep the design on schedule and construction costs on budget.

To the extent permitted by Idaho law, CWI will give preference to Developers and their team members who are domiciled in Idaho or who otherwise have a significant presence in the local area.

Developer Proposals should include a vision of the overall long-term partnership of this project as well as the overall architectural design and potential financing options for the use of public-private funds in the Development Project. The College and selected Developer will negotiate the final terms of the Developer agreement (“Development Agreement”) after the final award of the Development Project to the selected Developer.

Developer Proposals must be delivered in a **sealed package** by **FED EX Delivery only (Tracking Number Required)** by **5:00 PM MT on January 12, 2023** to:

College of Western Idaho – Business Office
Subject: Phase 1: RFP 03-2022 Boise Center P3 Development
Attn: Sue Heathman, Manager II, Contracts & Procurement
6056 Birch Lane, Suite 200
Nampa, ID 83687

CWI reserves the right to reject any and all Developer Proposals in Phase 1 or Phase 2 (as further described in Section 2.6 below) of the evaluation process, to waive any irregularities in the Developer Proposals received, and to accept the Developer Proposal that is in the best interest of CWI. The issuance of this RFP and the receipt and evaluation of Developer Proposals does not obligate CWI to award a contract. CWI will pay no costs incurred by Developers in responding to this RFP. CWI may, in its discretion, cancel this process at any time prior to execution of a contract without liability.

CWI appreciates your interest in meeting the needs of the College. A more detailed description of the Project and other background information is set forth below.

Sue Heathman
Manager II, Contracts & Procurement

INSTRUCTIONS TO PROPOSERS

1.1 RFP Location

CWI's Phase 1: RFP 03-2022 Boise Center P3 Development document was published on November 7, 2022 and is available at:

<http://cwi.edu/info/procurement-division-contractspurchasing>

1.2 Proposal Information

Please follow these instructions for submitting a proposal.

PROPOSAL DEADLINE is 5:00 PM MT January 12, 2023

The proposal materials must be delivered in a sealed package and received by **FED EX Delivery Only (Tracking Number Required)** to:

College of Western Idaho – Business Office
Subject: Phase 1: RFP 03-2022 Boise Center P3 Development
Attn: Sue Heathman, Manager II, Contracts & Procurement
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All Developer Proposal submissions must include two (2) sets of submissions in hard copy format with one (1) electronic copy on a USB Flash Drive. One hard copy set is to be clearly marked “original” and will become the official file copy. All files copied onto the USB Flash Drive must be in PDF format.

All required submittal documents must be *signed and dated* and must be included in the proposal submittal. Late or incomplete submittals will not be accepted; CWI takes no responsibility for submittals received late or incomplete in any way. Respondent assumes full responsibility for the timely submittal of all proposal documents.

CWI will not be liable for any errors in proposals. Modifications to proposals will not be accepted after the deadline.

Proposers may email Sue Heathman at sueheathman@cwi.edu to verify CWI's receipt of their proposals. Once sealed proposals are received, no other communication with CWI should occur until interviews have been scheduled. Once submissions are received, CWI representatives may reach out to Vendors for clarification communication. Any communications will be considered unofficial and non-binding on CWI.

PROJECT INFORMATION

2.1 About the College of Western Idaho

CWI is committed to empowering students to succeed by providing affordable and accessible education to advance the local and global workforce.

CWI is a community college district organized and operating under and by virtue of the laws of the State, and in particular Idaho Code Title 33, Chapter 21 and related provisions. At the College's inception in 2007, Boise, Idaho was the last metropolitan area in the country lacking a community college. In March of that year, the Idaho Legislature appropriated funds for the College. Later that May, a supermajority of voters in Canyon and Ada Counties voted to form a community college district. With the monetary support of the Albertson Foundation and the appointment by the Idaho State Board of Education of the College's first Board of Trustees, the College of Western Idaho was launched. The College officially opened its doors to 1,208 students in January 2009. Since that time, it has grown into the largest community college in the State .

The College currently serves more than 30,000 students a year. This includes credit students in Academic Transfer programs, Dual Credit, and Career Technical Education, and non-credit offerings in Workforce Development training programs and Adult Education.

CWI is accredited through the Northwest Commission on Colleges and Universities ("NWCCU"). Credits, certificates, and degrees earned at CWI are transferable to four-year institutions, subject to the specific policies of those institutions.

The College is governed by a locally elected five-member Board of Trustees ("Board"). Unlike its university counterparts that report direct to the Idaho State Board of Education, Idaho's community colleges have the locally elected Board as an extra measure to ensure it is responsive and responsible to the local communities being served. CWI's Board works very closely with CWI's administration and the State Board of Education to ensure CWI is focused on meeting the College's mission.

2.2 Project Description / Boise Property Map

CWI operates two campuses in Idaho; its Nampa Campus located in Nampa and its Ada County Campus located in Boise. The focus of this RFP is for a mixed-use development on the Boise Property in Ada County owned by CWI upon which there are currently no structures.

The College's current principal site in Ada County is a complex of four leased facilities identified as the Pintail, Lynx Center, Quail Court, and Mallard buildings. Each of these leases is annually renewable at the option of the College. These buildings comprise approximately 89,000 square feet of leased space in the Blackeagle Center office park development on Overland Road in Southwest Boise. This complex of buildings supports a combination of academic transfer, career technical, workforce development, and adult basic education programs.

In addition to this location, the College owns a 10-acre site for future development adjacent to the Boise River at the intersection of Main Street and Whitewater Park Boulevard. It is the College's plan to move its Ada County campus from the current leased location to the Boise Property, and it is this property that CWI desires to develop.

CWI's Boise Property is in the West End Neighborhood, just west of downtown between the Boise River and State St. This neighborhood has many amenities including Esther Simplot Park, the Boise Whitewater Park, and other public parks, as well as a recently renovated elementary school, Whittier Elementary. It is in an urban renewal district known as the 30th St. District. This district is managed by Capital City Development Corporation ("CCDC"), Boise's urban renewal agency.

Details: Parcel: S1004336105; Acre: 10.33; Zoning: C-5DD (see photo below)



2.3 CWI's Needs and Priorities

The following are CWI's needs and priorities for the Development Project:

1. Construction of the CWI Building, an initial 60,000 sf building to be financed and owned by CWI and used for classroom or other space. The College intends to use the CWI Building to replace existing CWI classroom facilities that are presently leased in Ada County;
2. Plans for a future 100,000 sf expansion of the CWI Building to accommodate potential expansion and growth;
3. Sufficient parking and access to diverse mobility options for students;
4. Prominent placement of the CWI Building within the Project site;
5. Plans for signature civic space onsite to encourage public use;
6. Creative engagement of the Boise Greenbelt and Boise River;
7. Development of adjoining portions of the Boise Property (not to include the CWI Building) for private development and construction in a way that will generate revenue through a ground lease between Developer and CWI; and
8. Development of ideas for creative funding structures that comply with statutory and constitutional provisions applicable to the College.

2.4 CWI Capacity and Funding

CWI has three primary funding sources: tuition & fees, state funding (from the general fund, liquor funds, and Career and Technical Education allocations), and funding from county property taxes.

On June 9, 2022, the Board approved the Fiscal Year 2023 Operating Budget for the College. The 2023 Budget projected total revenue of \$73,720,680 with the largest sources of said revenue coming from State appropriations (40.2%), tuition and fees (34.7%), and property taxes (14.2%).

Financing options for the construction on the Boise Property, include, but are not limited to revenue from ground leases of the parcels adjoining the CWI Building (but not including the CWI Building and the underlying land) to be granted by CWI to Developer, issuance of certificates of participation, use of college reserves, an allocation of funds from the State Permanent Building Fund, donor funds, or any combination thereof. CWI is a political subdivision of the state of Idaho and, as set forth above, is subject to state laws regarding financing of construction. Proposals should include legal considerations of P3 developments with community colleges.

2.5 Projected Dates for RFP Process

The following is the projected timeline for this RFP. Dates and times are subject to change:

RFP Issued:	November 7, 2022
Pre-Proposal Meeting	November 17, 2022 @ 10:00 AM MT
Question Period Ends:	December 1, 2022 @ 5:00 PM MT
Questions & Answers Posted:	December 5, 2023
Phase 1 Initial Development Proposals Due:	January 12, 2023 @ 5:00 PM MT
Phase 1 Initial Development Proposal Opening:	January 13, 2023 @ 10:00 AM MT
Phase 1 Evaluation Completed:	January 27, 2023
Notice to Developers for Phase 2 Proposals:	January 27, 2023
Phase 2 Pre-proposal Meeting	February 3, 2023 @ 10:00 AM MT
Phase 2 Development Proposals Due:	March 17, 2023 by noon MT
Phase 2 Development Presentation Period:	March 27 to March 31, 2023
Intent To Award:	April 3, 2023
Development Agreement Signed:	June 18, 2023

2.6 Evaluation of Development Proposals to Be Completed In Two Phases

Due to the unique nature of this Development Project, Developer Proposals will be evaluated in a two-phase evaluation process. In Phase 1, Developer will submit Initial Development Proposals based on required criteria outlined in Section 4 below. A CWI Evaluation Committee will initially evaluate each of the Developer Proposals and will select three to five Developers with the top scores to continue on to Phase 2 of the evaluation process. Selected Developers will then be required to provide more detailed information in Phase 2 of the evaluation process and provide a presentation to the Evaluation Committee. CWI will then issue an Intent to Award to the Developer with the highest score and will enter into the contracting process with that Developer.

The Phase 2 Development Proposals will require more specific details and will involve a presentation to the CWI Evaluation Committee during the Phase 2 Evaluation Period. Scoring for the Phase 2 Development Proposals is outlined in Section 4 below. After the Phase 2 proposals have been evaluated, CWI will award the project to the Developer with the highest cumulative score achieved during the Phase 2 evaluation. It is CWI's intent to contract with the Developer selected from this final step. The contracting process will occur after publication of the notice of Intent to Award. The Developer has no legal right or expectation in the Development Project until a contract with CWI is fully executed. CWI reserves the right to terminate

negotiations if unable to agree on contract terms with the selected Developer within ninety days after publication of the Intent to Award and select the Developer with the next highest score.

2.7 Overall Development Proposal: Scope of Services

2.7.1 Visioning and Design Development Phase:

1. Work with CWI staff and other designated groups to develop visioning options for the site and building;
2. Work with CWI to identify various ownership and financing options; and
3. Lead the mixed-use architectural design development for the Boise Property.

2.7.2 Preconstruction Phase, for Design and Bidding and Long Lead Procurement Services:

1. Work with CWI staff and the design team to review the project and visit the work areas to become familiar with the project;
2. Work cooperatively with other agencies including but not limited to; the City of Boise, the Ada County Highway District, the State of Idaho, Boise Canal Company as well as owners of adjacent properties;
3. Review draft design drawings and specifications to identify clarity and constructability issues; provide cost estimates as needed;
4. Work with staff to refine a project schedule and define the logistics plans;
5. Develop and obtain trade contract scopes and other contract documents;
6. Obtain competitive bids for all the work, as required by Idaho Code § 54-4511(2), materials, and equipment; conduct pre-bid meetings and site tours;
7. Work with CWI staff and the design team to address questions, issue addendums, and publicly open bids;
8. Procure long-lead material items such as specialty site furnishings, historic street lights, suspended pavement systems, and other specialty items as required.
9. Work with CWI staff and the design teams to value engineer the design and reconcile budget overruns as needed;
10. Research and coordinate with specialty contractors and vendors on specialized items as they arise;
11. Work with CWI staff to derive and negotiate project Guaranteed Maximum Price.
12. If required, follow procurement process required by political subdivisions pursuant to Idaho State law.

2.7.3 Construction Phase Services:

1. It is anticipated that Developer will manage General Contractor functions.
2. Obtain project bonding, issue subcontracts and trade contracts, and obtain permits for all construction work.
3. Conduct coordination meetings;
 - i. Maintain records, record documents and manuals, develop and monitor punch list, coordinate and assist with warranty corrections;
 - ii. Coordinate with the CWI's project manager and design teams; and
 - iii. Plan and provide general condition services such as superintendence, mobilization, storage areas, staging, etc.
4. Obtain permission from and coordinate access with public and private property owners affected by

the construction activity.

GENERAL CONDITIONS

3.1 Reserved Rights

CWI reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Code Title 50, Chapter 20 (Idaho Urban Renewal Law) and Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions). CWI reserves the right to waive any formalities or defects as to form, procedure, or content with respect to its RFP and any irregularities in the proposals received, to request additional data and information from any and all proposers, to reject any proposals based on real or apparent conflict of interest, to reject any proposals containing inaccurate or misleading information, and to accept the proposal or proposals that are in the best interest of CWI and the public. Issuance of this RFP and the receipt and evaluation of proposals does not obligate CWI to select a company nor award a contract. CWI may in its discretion cancel, postpone, or amend this RFP at any time without liability.

3.2 Public Records

CWI is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code. The Public Records Act contains certain exemptions – one of which that is potentially applicable to part of your response is an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a proposal are not trade secrets.

If any Developer claims any part of a Development Proposal is exempt from disclosure under the Idaho Public Records Act, the Proposer must: (1) Indicate by marking the pertinent document “CONFIDENTIAL”; and (2) include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire proposal as “Confidential” is not in accordance with Idaho Public Records Act and will not be honored.

CWI, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming materials to be exempt from disclosure under the Idaho Public Records Act, Proposer expressly agrees to defend, indemnify, and hold CWI harmless from any claim or suit arising from CWI’s refusal to disclose such materials pursuant to the Proposer’s designation. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel prior to submission.

3.3 Insurance

Prior to executing any contract for services with CWI or commencing any work under the contract, the Developer and its team members will be required to provide evidence of the coverages listed below and pay all costs associated with the insurance coverage. Insurance policies or certificates of insurance will name CWI as the named insured, and the vendor will maintain these minimum insurance coverages during the entire term of the contract:

1. Professional Liability Insurance coverage with minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence and a minimum aggregate limit of Three Million Dollars

(\$3,000,000.00). NOTE: CGL policies do not provide coverage for the type of professional services the CM will be performing during the pre-construction phase of the project, therefore Professional Liability Insurance coverage must be obtained.

2. Commercial General Liability Insurance coverage with minimum coverage of One Million Dollars (\$1,000,000.00) on an occurrence basis and an aggregate limit of not less than Three Million Dollars (\$3,000,000).
3. Automobile Insurance coverage with minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence for owned, non-owned, and hired vehicles with a combined limit of not less than Three Million Dollars (\$3,000,000) aggregate.
4. Worker's Compensation Insurance in an amount as required by statute and Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence, for all of the company's employees to be engaged in work on the project under contract and, in the case any such work is subcontracted, the vendor will require Subcontractors and trade contractors similarly to provide Worker's Compensation and Employer's Liability Insurance for all the Subcontractors and trade contractors to be engaged in such work.

3.4 Taxes

CWI is exempt from federal and state taxes. Items purchased by CWI and put into use by a contractor are subject to Idaho Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's pricing.

3.5 Legal Residency Requirement

By submitting a Development Proposal, the Developer attests, under penalty of perjury, that they are a United States citizen or legal permanent resident or that they are otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the company will be required to submit proof of lawful presence in the United States in accordance with Idaho Code § 67-7903.

3.6 Governing Law

The Development Agreement resulting from this RFP solicitation shall be governed in all respects (validity, construction, capacity, performance) by the laws of the State of Idaho or applicable federal laws. The venue or jurisdiction of any claim arising from this contract shall be in the federal and/or district courts located in Ada County, Idaho.

SUBMISSION, EVALUATION, AND SELECTION

4.1 Phase 1: Pre-Proposal Meeting

A Pre-Proposal Meeting will be held on ZOOM on November 17, 2022, at 10:00 AM MT. CWI staff will be in attendance to explain the project and answer questions. Attendance by proposers is strongly recommended but not required.

Join Zoom Meeting

<https://cwi-edu.zoom.us/j/93412350581?pwd=NloyQ2NVZ0V6QzAraVJtTjFnMHFodz09&from=addon>

Meeting ID: 934 1235 0581

Passcode: 321442

One tap mobile

+12532158782,,93412350581# or +13126266799,,93412350581#

4.2 Phase 1: Required Submission Materials and Format

Proposers must submit a PDF of the following completed proposal and forms by the due date and time to the address noted above:

1. RFP Submittal Cover Sheet (attached to this RFP as Exhibit A)
2. RFP Waiver and Release (attached to this RFP as Exhibit B)
3. Signed Cover Letter
4. Two (2) signed proposals (one marked "Original") & proposal materials in PDF format on a USB Flash Drive

Failure to submit all requested information may render any proposal unresponsive and void.

4.3 Phase 1: Addenda

In the event it becomes necessary to revise any part of this RFP, addenda will be issued. Information given to one proposer will be available to all other proposers if such information is necessary for purposes of submitting a proposal or if failure to give such information would be prejudicial to uninformed proposers. It is the proposer's responsibility to check for addenda prior to submitting a proposal. Failure to do so may result in the proposal being declared non-responsive. No addenda will be issued fewer than four (4) business days before the proposal deadline unless the deadline is extended. Proposer shall indicate within their cover letter the addenda number(s) which they have incorporated into their submittal.

4.4 Phase 1: RFP Scoring

Initial Development Proposals must include the following information in the sequence set forth below. This format is meant to allow uniform review and easy access to information by the Evaluation Committee. For each of the specific articles listed below, proposers should include a complete description of qualifications. Developers are invited to include information about innovative methods and/or procedures that they can provide to assist in ensuring successful completion of the Development Project. Developers acknowledge they will be ranked according to each article below, with points applied per article (maximum **200 points** total):

1. **RFP Submittal Cover Sheet (Exhibit A): 5 Points**
2. **RFP Waiver and Release (Exhibit B) 5 Points**
3. **Signed Cover Letter – limit one page 0 Points**

In the signed cover letter, proposer is to briefly state its understanding of the work to be done, the commitment to perform the work, a statement as to why the company believes it is qualified to perform required services for the project, and a statement certifying that they have the bonding

capacity to meet the requirements of this RFP.

4. **Detailed Proposal – organized with the following information:**

a. **Company Profile: 30 Points**

Describe the company's history, size, resources, philosophy of service, typical volume of work, and construction management techniques and methods in working on public-private use projects. Describe how your particular expertise, experience, techniques, and culture can be an advantage to CWI in completing the project.

b. **Statement of Interest in this Project: 30 Points**

Describe the company's philosophy and approach to providing the type of services requested for this project. Include a description of how the company will work to successfully meet the needs of CWI from design through construction in a seamless, efficient, and non-disruptive manner. Identify the activities that you see as being most important to the success of the project and elaborate on the anticipated benefits of these activities to the project.

c. **Financial Capacity and Potential Financial Structure: 40 Points**

Submit detailed information on your firm's financial capacity for this type of project and all potential financial structures for mixed-use development with an educational institution.

d. **Development Team: 40 Points**

A dynamic, well organized, and experienced team is needed for this project. Identify the personnel to whom development responsibility will be assigned by names, titles, roles, qualifications, years of experience, relevant project experience, and resumes. Include personnel information for all team members including but not limited to planning, architecture, marketing, design, engineering, legal, finance, contracting, pre-construction, and construction services and describe why the specific personnel were selected for inclusion on the team. Include Idaho Public Works Construction Manager License information and resumes, if applicable.

e. **Previous Similar Experience: 20 Points**

List the company's experience for the most similar projects (in terms of size, nature and complexity) completed within the last 10 years, especially public-private mixed-use projects. Clearly identify the project scope, cost, and the company's responsibilities on the project, and identify the year each project was completed. For each project, provide a current reference contact name, title, and phone number, and role on the project. Please focus on company experience; do not include individual experience for projects performed while individuals were employed by other companies. As applicable, describe the company's systems approach, including a management plan and project management control systems that will be used on this project for CWI.

f. **Significant Local Economic Presence: 30 Points**

Describe and provide details of the social, economic, business and philanthropic connections that Developer and its team members have with the Idaho Treasure Valley Community at this

time or in the past.

4.5 Phase 2 Required Submission Materials and Format

Proposers must submit a PDF of the following completed proposal and forms by the due date and time to the address noted above. Two (2) signed proposals (one marked “Original”) & proposal materials in PDF format on a USB Flash Drive. Failure to submit all requested information may render any proposal unresponsive and void.

4.6 Phase 2 Development Proposal Scoring

Up to five Developers will be selected based on the Phase 1 scoring. These Developers will be notified to submit a Phase 2 Development Proposal based on the above proposal timeline. The Phase 2 evaluation process will include a second proposal submission in addition to a presentation to the Evaluation Committee. All presentations to the Evaluation Committee will occur in-person and onsite with CWI. CWI will provide additional requirements related to the final presentation upon notice to the selected Developers. Scoring for the Phase 2 Development Proposal and presentation will be as follows for a maximum total of **260 points**:

1. **Overall project vision, design approach, and methodology. 50 Points**

Share your overall vision for this project. Describe the unique aspects of the property, as well as how your proposed development does the following: is consistent with the City of Boise’s Blueprint Boise plan, current zoning, CCDC’s 30th St. Urban Renewal Plan, the West End neighborhood association’s Master Plan (or current planning document), and the college’s mission and vision for CWI. This project has the potential to be a catalytic development in the West End of Boise. Describe how your vision for the project would be that catalyst and serve the neighborhood, while incorporating functional and aesthetic features to enhance the overall experience. This can be achieved through a site plan, architectural massing or renderings, as well as a narrative for the project, including CWI and other proposed uses on the site.

2. **Integrating CWI into the development. 30 Points**

Describe how CWI would fit into the overall development with the consideration of the following: enhancing the student experience, engaging the community with CWI, prominent placement of CWI on the property, room for future growth, and overall integration of CWI into the project and neighborhood.

3. **Creatively engage Boise Greenbelt and Boise River. 20 Points**

Describe and show how you will use the ~1 acre of the property in the floodplain to integrate the project with the Boise Greenbelt and Boise River. This could include open greenspace, a signature civic space, or other amenities to enhance both the project and these community assets.

4. **Mobility, Parking, and Site Access. 20 Points**

Describe and show how you would propose parking is addressed on this site initially and in future growth. Propose points of vehicular access for the site, as well as access for alternative transportation including bikes, pedestrian, and transit.

5. **Budget and Financial Structure. 30 Points**

Provide a development budget including all estimated development expenses associated with the

CWI portion of the project. Include how you propose partnering with CWI for the ground lease (or other arrangements for control of the property) as an expense for the development of the project. Include an Excel spreadsheet with all of this information.

6. Budget Control. 20 Points

Submit detailed information of how your company provides and periodically updates cost estimates and participates in Value Engineering; specifically describe the role of your company in the decision-making process when cost overruns are anticipated. Describe how your company tracks and reports construction costs, including line-item costs for each bid package, fees, permits, reimbursable costs, construction-management fees, and all other project costs. Finally, describe how your company would administratively manage, track, and invoice for the various separate cost categories that comprise the Total Contract Cost.

7. Scheduling. 20 Points

Outline your company's understanding of the local construction market as it relates to this project and how your company will ensure the proposed staff will be available at the proper times to complete this project on schedule. Describe any familiarity with public works construction and public procurement processes, including the CM/GC method of project delivery. Include explanations of your existing and upcoming projects within the area, sub-contractor availability, and approaches to reach-out/solicit to sub-contractors. Describe the primary scheduling techniques the company uses and the software you will employ to produce an effective construction schedule. Provide examples of successful construction management and scheduling services provided on complex, multi-phase projects. Discuss in detail how you intend to enforce contract schedule compliance. Provide a proposed permitting schedule to complete project in timely manner.

8. Philanthropic Intent. 20 Points

Describe your team's willingness to participate in this project philanthropically.

4.7 Final Evaluation of Phase 2 Developer Proposals

Phase 2 Development Proposals will be evaluated based on the Developers submission and presentation to the Evaluation Committee. By submitting a proposal, the Developer authorizes CWI to conduct reference investigations as needed and to conduct interviews where the Developer will be evaluated based on the information described in this RFP.

4.8 CWI Board Approval of Selection

Final selection is approved by the CWI Board of Trustees. CWI has the right to waive or alter submission requirements or to reject any or all proposals, consistent with Idaho law. It is the proposer's responsibility to conform to all applicable federal, state, and local statutes or other applicable legal requirements. The information provided herein is intended to assist proposers in meeting applicable requirements but is not exhaustive, and CWI will not be responsible for any failure by any proposer to meet applicable requirements.

4.9 Modification or Withdrawal of Proposal

A proposal may be modified or withdrawn by the proposer prior to the submission deadline set forth in this RFP. After the submission deadline, the submitted proposal shall remain in effect for a minimum of 90 days for evaluation and contracting purposes.

4.10 QUESTIONS

Direct questions to: Sue Heathman, Manager II, Contracts & Procurement
Email: sueheathman@cw.edu

EXHIBITS TO THIS RFP:

- A: RFP Submittal Cover Sheet
- B: RFP Waiver and Release

EXHIBIT A

**RFP 03-2022: BOISE CENTER P3 DEVELOPMENT
SUBMITTAL COVER SHEET
(INCLUDE IN PROPOSAL - REQUIRED FOR SUBMISSION)**

TO: College of Western Idaho
Attn: Sue Heathman, Manager II, Contracts & Procurement
College of Western Idaho – Business Office
Subject: RFP 03-2022 Boise Center P3 Development Project
Attn: Sue Heathman, Manager II, Contracts & Procurement
6056 Birch Lane, Suite 200
Nampa, ID 83687

FROM:

Company Name: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Company officer responsible to CWI for consulting and design services contemplated by this RFP:

SIGNATURE: X _____

Print Name and Title: _____

EXHIBIT B

RFP 03-2022: BOISE CENTER P3 DEVELOPMENT REQUIRED WAIVER & RELEASE
(INCLUDE IN PROPOSAL - REQUIRED FOR SUBMISSION)

The undersigned has read this waiver and release and fully accepts the College of Western Idaho's ("CWI") discretion and non-liability as stipulated herein, and expressly for, but not limited to, CWI's decision to proceed with a Qualification Based Selection process in response to the Request for Proposals (RFP) to the top firms to submit a Request for Proposal to supply CM/GC services to CWI for the project.

- A. Discretion of CWI: The proposer submitting a response to this RFP agrees that CWI has the right to, unless contrary to applicable state law:
- a. Modify or suspend any and all aspects of the process seeking proposals and making any decisions concerning the CM/GC services RFP;
 - b. Obtain further information from any person, entity, or group regarding the proposer, and to ascertain the depth of proposer's capability and experience for supplying CM/GC services and in any and all other respects to meet with and consult with any proposer or any other person, entity, or group;
 - c. Waive any formalities or defects as to form, procedure, or content with respect to CWI's RFP to select a CM/GC firm and any response by any proposer thereto;
 - d. Accept or reject any sealed proposal received in response to the RFP, including any sealed proposal submitted by the undersigned; or select any one proposal over another in accordance with the selection criteria; and
 - e. Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of proposal.
- B. Non-Liability of CWI:
- a. The undersigned agrees that CWI shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CWI as identified above.
 - b. The undersigned, including all team members, have carefully and thoroughly reviewed the RFP and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

Proposer's Signature: **X** _____

Print Name: _____

Print Title: _____

Name of Firm: _____

Date: _____