

**REQUEST FOR PROPOSAL (RFP)**  
**for**  
**LEASE OF MAY BUTLER PROPERTY**  
**LOCATED AT 55 SOUTH RODNEY**

DEADLINE TO SUBMIT PROPOSALS: February 16, 2024 - 1:00 P.M. MDT

PROPOSALS MUST BE DELIVERED TO:

HELENA PUBLIC SCHOOLS  
ATTN: JANELLE MICKELSON  
1325 POPLAR STREET  
HELENA, MT HPS

For information concerning the RFP process, required format and the schedule of activities, please direct questions to:

Janelle Mickelson, Director of Business Services  
Helena Public Schools  
jmickelson@helenaschools.org  
1325 Poplar Street  
Helena, MT HPS

Telephone: 406-324-2040

## **KEY DATES**

Important dates including proposal deadlines are shown below. Changes to these dates will be issued in a formal addendum to the known Proposers. Dates indicated are tentative and may be changed during the RFP process due to revision(s) of any part of the RFP because of questions from Proposers and/or the discovery of additional information after the proposal opening.

	<u>Activity</u>	<u>Date</u>
1.	Advertisement	12/12/2023 – 1/15/2024
2.	Property available for inspection Not including weekends and holidays	12/13/2023 – 2/9/2024
3.	Deadline for Questions	1/12/2024
4.	Distributions of RFP Amendments (if needed)	ongoing
5.	Deadline to Submit Proposals	Feb. 16, 2024
6.	Proposal Opening	Feb. 16, 2024 @ 1:00 p.m. District Facilities Office 1201 Boulder Avenue
7.	Notice of Intent to Award	February 27, 2024
8.	Board of Trustee Approval Subject to postponement if additional information needed	March 12, 2024

## **PROPOSAL SUBMISSION CONTENTS**

Proposals must include all information required by the following section:  
(Reference Section XV)

### **LEASE PROPOSAL CONTENTS**

1. Cover Letter
2. Table of Contents
3. Lease History
4. Use of Facility
5. Occupancy Schedule
6. Length of Lease
7. Payment Proposal
8. Improvements/Modifications
9. History
10. Other

I. **REQUIREMENTS**

Helena Public Schools (HPS) is soliciting proposals with the intent to lease the May Butler Center. The facility is located at 55 South Rodney Street, Helena, MT. The Property is described below.

HPS will not consider proposals for entities providing PreK-12 educational services, incarceration or detention center use, pre-release center services, drug rehabilitation services, gaming establishments, any establishments serving alcohol or any retail sales.

HPS will consider leasing the entire building only. The HPS Board of Trustees reserves the right to negotiate terms of the lease before any agreement is put into effect and reserves the right to refuse or reject any and all proposals.

HPS reserves the right to select tenants that best fit the overall objectives of HPS regarding compatible use, longevity and economic benefit.

II. **PROPERTY DESCRIPTION**

HELENA TOWNSITE 1869, S31, T10 N, R03 W, BLOCK 29, Lot 12 - 17, W2 LT 18 COS #3047687

(Individually and collectively referred to herein as "Property".)

Total square feet: 7,724

III. **REQUEST FOR PROPOSAL**

This RFP is issued in accordance with §18-4-304, Montana Code Annotated and MCA § 2.5.602, Administrative Rules of Montana. The RFP process is a procurement option allowing the award to be based upon stated criteria or evaluation factors.

Proposers may request an explanation of the intent or content of this RFP and clarification of procedures used for this procurement. No interpretation made to any Proposer as to the meaning of the RFP shall be binding on HPS unless repeated in writing and distributed as an addendum by HPS. Official written responses to all relevant written questions will be mailed or emailed by HPS.

Requests for written explanation or clarification shall be made in writing and submitted to Janelle Mickelson, Director of Business Services by email [jmickelson@helenaschools.org](mailto:jmickelson@helenaschools.org), or mail to 1325 Poplar Street, Helena, MT 59601. All written questions or comments submitted via email or mail must include "Questions- Lease of May Butler Center Property" in the subject line or clearly marked on the outside of the envelope. Such requests must be received no later than January 12, 2024.

Failure of Proposer to make appropriate inquiries, evaluate the property, or to verify requirements of this RFP shall not relieve Proposer of the responsibility of fulfilling lease agreement in accordance with the terms of this RFP.

Oral communication with any HPS employee, unit, department or organization concerning this RFP is not binding on HPS and shall in no way modify the RFP or the obligation of HPS or Proposer.

IV. **AVAILABILITY AND SITE INSPECTION**

The Property will be available for inspection from December 13, 2023 through February 9, 2024, not including weekends and holidays.

An on-site inspection of the Property should be made by all Proposers prior to submitting a proposal. An HPS representative may accompany the Proposer on said inspection. Proposers shall verify dimensions of the Property. Failure of the Proposers to visit and evaluate any special conditions, or to verify measurements, shall not relieve the successful Proposer of the responsibility of fulfilling the lease agreement in accordance with the award.

Upon request HPS will make available any reports or assessments related to the facility.

Site visits can be arranged with Katie Ott at 406.324.1723 or [kott@helenaschools.org](mailto:kott@helenaschools.org)

V. **ADDENDA TO RFP**

In the event it becomes necessary to revise any part of this RFP, an addendum will be provided in writing to the known Proposers by HPS. No oral statements, explanations, or commitments by whomsoever made, shall be of any effect except as the same are confirmed in writing by HPS.

VI. **PROPOSAL OPENING / ORAL PRESENTATION**

Proposals will be opened at 1:00 p.m. on February 16, 2024, in the District Facilities Meeting room at 1201 Boulder Avenue. This is an open meeting and those submitting proposals may attend.

Proposers selected for final evaluation may be required to make an oral presentation of their proposal(s). Such presentations provide an opportunity for the Proposer to clarify their proposal to ensure mutual understanding. HPS will schedule the time and location for these presentations.

VII. **COMPLIANCE WITH LAWS**

The Proposer must fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to: the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (and its amendments), and Section 504 of the Rehabilitation Act of 1973.

Subletting the facility after a lease agreement has been finalized is prohibited.

The Proposer shall also comply with HPS Board Policies, which can be accessed at <https://helenaschools.org/board-of-trustees/policies/>.

VIII. **ACCEPTANCE OF PROPOSALS**

HPS reserves the right in this award to consider the longevity, availability, and suitability of the Proposer, as well as usage of the Property. HPS further reserves the right to accept or reject any proposal, to waive any irregularities or informalities, and to make this award in the best interest of HPS. Neither HPS nor any agent thereof on behalf of HPS will be

obligated in any way by any Proposer's response to the RFP.

IX. **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Any Proposer may withdraw its proposal at any time prior to the scheduled closing time for the receipt of proposals. Modifications or corrections of a previously submitted proposal, which are addressed in the same manner as the original proposal, will be considered by HPS if received prior to the scheduled closing time for receipt of proposals.

Oral or telephonic modifications or corrections will not be recognized or considered.

X. **NEWS RELEASES**

News releases or advertising pertaining to this RFP will not be made without prior written approval of HPS and then only in coordination with HPS. A lease agreement issued as a result of this RFP shall not entitle the tenant to use the trademark, logo, seal or any copyrighted material of HPS.

Proposals are considered during open meetings which may be attended by the press.

XI. **GENERAL CONTRACTUAL REQUIREMENTS**

It is the intent of HPS through this RFP and conditions contained herein, to establish to the greatest possible extent, complete clarity regarding the requirements of both parties to the lease agreement resulting from the RFP.

Before submitting a proposal, the Proposer shall be thoroughly familiar with all conditions referred to in this document, and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the agreement. It shall be the Proposer's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

XII. **MULTIPLE PROPOSALS**

A Proposer may submit more than one (1) proposal. To be considered, each proposal must be complete and comply with all stated instructions. However, additional proposals may be in an abbreviated form following the same format, but providing only that information which differs in any way from that contained in the complete proposal.

XIII. **PROPOSAL DEADLINE/NUMBER OF COPIES**

To be considered for selection, proposals shall arrive at HPS by 1:00 p.m. on February 16, 2024. Five (5) hard copies and one (1) electronic copy of the Proposal shall be submitted in a sealed envelope clearly marked with the name of the Proposer and labeled "RFP – Lease of May Butler Center Property." One (1) of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a Proposer signature. The remaining copy does not require original signatures.

The mailing of proposals shall allow for normal mail delivery time to ensure timely receipt of the proposal by HPS. Proposals arriving after the deadline will not be considered. All proposals become the property of HPS.

The proposals must be addressed as follows:

RFP - Lease of May Butler Center Property  
Helena Public Schools  
Attention: Janelle Mickelson  
1325 Poplar Street  
Helena, MT 59601

XIV. **LEASE PREPARATION AND MODIFICATION OF THE SITE**

HPS will not provide any leasehold improvements to the Property. Proposers agree to accept the Property "AS IS," and HPS makes no warranties regarding the fitness of the Property for any particular use. Proposers of a lease shall provide a description of the improvements, construction and work, contemplated to be performed on the leased premises. HPS and Proposer shall agree on the interior and exterior design of the area as well as standards of construction, workmanship, materials to be used in construction and matters involving signage. A successful Proposer will make no changes without the prior written consent of HPS.

A successful Proposer of a lease acknowledges that Proposer shall meet with HPS and secure HPS's approval of Proposal's design, materials, and workmanship. The successful Proposer will build or modify, only in accordance with such plans as are supplied to and approved by HPS.

It shall be agreed and understood that HPS shall not be obligated to make any expenditure of any nature whatsoever whether in providing funds, services or materials in connection with any agreed upon work to be done by the Proposer. In addition, HPS shall not be required to expend funds, services or materials during the term of the lease agreement in connection with remodeling, upkeep or maintenance of the Property or improvements therein, other than as specifically identified in the lease agreement.

At the conclusion of the lease agreement, or any extension thereof, all improvements of every character of the leased area shall be the property of HPS and shall not be removed by the tenant. All interests, rights and claims of the tenant in and thereto as well as all persons named by and under the tenant shall absolutely terminate upon the termination of the lease agreement for any cause, all at no cost or expense to HPS except as hereinafter provided. Personal property of the tenant not permanently affixed to the walls, ceiling or floor of the leased area may be removed by tenant on the termination of the lease agreement, or any extension thereof.

XV. **FORMAT FOR PROPOSAL**

Any term or condition stated in this RFP shall be considered accepted by the Proposer unless specifically objected to by the Proposer. HPS may accept or reject Proposer's alternative proposals to the terms of this RFP. A proposal may be rejected if it is incomplete or conditional. The following sections outline the required components of a Lease Proposal.

**A. LEASE PROPOSAL COMPONENTS**

Every lease proposal must have the following components:

**1. COVER LETTER**

Each proposal will have a Cover Letter on the letterhead of the company or organization submitting the proposal. The Cover Letter must include the following information:

- a. Provide your name, organization and contact information, including e-mail.
- b. Briefly summarize the Proposer's intended use of the Property and any planned improvements.
- c. A Statement identifying the wings of the building that the Proposer is willing to lease, statement that the Proposer is willing to enter into a lease agreement with HPS for such Property. The Cover Letter must be signed by a person having the authority to commit the Proposer to an agreement.
- d. The company name, federal Taxpayer Identification Number, address, telephone number, email, name, and title of the person to contact, name(s) of principal(s) assigned to negotiate for Proposer (if any), and the name of the individual or company who will lease the Property. If the Proposer is a corporation, partnership or other entity (i.e., LLC), the proposal should include the names of the principals, officers, and directors and a brief description of the participation of each. If the Proposer is a subsidiary or affiliate, or parent, the same information shall be given for the parent, affiliate, or subsidiary as the case may be.
- e. Certification as to correctness of the proposal and the authority of person signing to bind Proposer.

**2. TABLE OF CONTENTS**

Each proposal must include a table of contents with page numbers for each of the required components of the proposal.

**3. LEASE HISTORY**

The Proposer shall provide a narrative demonstrating an established, successful track record of past leasing experience. The narrative shall include all leases for the last ten (10) years. References must include:

- a. Length of lease.
- b. Name, address and telephone number of a contact person for each lease.
- c. Information on any default in the lease, a description of the lease, and the reason for default.
- d. Banking references.

4. USE OF FACILITY

The Proposer shall provide a narrative indicating the wing(s) that Proposer is interested in leasing and the type of activity anticipated for use of the Property.

If known at this time, address parking needs and how they will be met.

5. OCCUPANCY SCHEDULE

The proposal shall include a detailed occupancy schedule based on all parameters outlined in this RFP.

6. LENGTH OF LEASE

The proposal response shall include the length of lease in months and years, as well as a narrative indicating a specific interest in extending the lease beyond the initial term.

7. PAYMENT PROPOSAL

Proposer shall provide a basic monthly lease rate for lease of the entire Property with the understanding that Proposer would pay utilities (gas, electric, water, telephone, garbage, sewer), custodial, taxes, access and assessments, and all snow removal and maintenance of the Property.

Proposer may present a scenario which is different from the above.

8. IMPROVEMENTS

Proposer shall provide a description of improvements, construction and work to be performed solely at Proposer's expense on the leased premises.

9. HISTORY

Describe your experience in completing projects similar to the one you are proposing and in obtaining necessary financing (loans, private financing or grants). Provide examples of successful projects, briefly outlining the nature and purpose of the projects, the process used in developing/executing the projects and timeline from inception to completion.

10. OTHER

Provide any additional information you feel the Board should consider.

XVI. **PROPOSAL PROCESS/EVALUATION**

- A. After the date established for receipt of proposals, a register of proposals shall be prepared which shall include the name of each Proposer. The register of proposals shall be open to public inspection only after award of the lease agreement. No



additional proposals will be accepted after the opening date.

- B. The evaluation shall be based on the evaluation factors such as longevity, suitability and usage of the Property, as well as amount offered.
- C. For the purpose of conducting discussions, proposals shall be initially classified as responsive or non-responsive.
- D. Discussions may be held with one or more Proposers to:
  - 1. Promote understanding of HPS's requirements and the Proposer's proposal.
  - 2. Facilitate arriving at an agreement that will be most advantageous to HPS, taking into consideration all factors set forth in the RFP.
  - 3. Proposers must be prepared to send qualified personnel to discuss all aspects of the proposal.
  - 4. One or more Proposers may be provided an opportunity to submit a "best and final" offer.
  - 5. References and the credit and financial responsibility of the Proposers may be verified as appropriate.

The selection of a Proposer will be made after evaluating proposals, based upon the responsiveness of the proposals.

#### XVII. **AWARD**

HPS will review all proposals. HPS reserves the right to cancel the selection process or the negotiations of an agreement, at anytime prior to entering into a formal written agreement with Proposer.

HPS intends to execute an agreement with the Proposer submitting the proposal which HPS determines to best meet HPS's requirements. The HPS Board of Trustees will have sole authority for the acceptance of any and all proposals.

In awarding the agreement, HPS may take into consideration the references, experience, responsibility, reputation, financial standing of the Proposer, and the ability of the Proposer to meet the requirements of HPS. The inability of any Proposer to meet these requirements may be cause for rejection of his/her proposal.

After selection, HPS will submit the recommendation to the Board of Trustees for approval, and will initiate an agreement to be prepared for signatures by both parties. The agreement will be issued to the responsible Proposer whose proposal is the most advantageous to HPS.

#### XVIII. **LEASE AGREEMENT**

If lease of the Property is approved by the Board of Trustees, the terms and conditions attached hereto shall be part of the Lease Agreement.