Request for Proposal (RFP)

For Long-Term Lease or Purchase of Hawthorne Elementary Located at 430 Madison Avenue, Helena, MT 59601

DEADLINE TO SUBMIT PROPOSALS: January 9, 2026 - 1:00 P.M. MDT

PROPOSALS MUST BE DELIVERED TO:

HELENA PUBLIC SCHOOLS
ATTN: Todd Verrill
1325 POPLAR STREET
HELENA, MT 59601

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

Todd Verrill, Director of Facilities and Maintenance
Helena Public Schools
tverrill@helenaschools.org
1325 Poplar Street
Helena, MT 59601

Telephone: 406-324-1734

Purpose and Background

The Helena Public School District, hereinafter referred to as "the District," is soliciting proposals from qualified parties interested in either:

- **Entering into a long-term lease**, or
- **Purchasing**

The Hawthorne Elementary School building and associated property owned by the District and located at 430 Madison Avenue, Helena, MT 59601.

This RFP is issued in accordance with Montana Code Annotated (MCA) **§ 20-6-604** (sale or disposal of school property) and **§ 18-1-101 et seq.** (public contracts). The intent is to ensure fair, transparent, and competitive consideration of proposals that meet both statutory requirements and the best interests of the District and the public.

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, homeless shelter, any establishments serving alcohol or any retail sales of alcohol, tobacco or marijuana.

If the proposal is to lease the building, 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.

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

Any proposal for the sale of the Hawthorne Elementary property is subject to the requirements of Montana law for the sale of school property. No sale can be completed until the process required for the sale of the property has completed in accordance with law.

Property Description and Availability for Inspection

- **Property Name**: Hawthorne Elementary School
- **Physical Address**: 430 Madison Avenue, Helena, MT 59601
- **Legal Description:** S25, T10 N, R04 W, C.O.S. 3173465, HAWTHORNE SCHOOL BLOCK 1
- **Total Square Feet:** 27,261

Additional property documentation, including floor plans and condition reports, may be obtained upon request or during scheduled site visits.

The Property will be available for inspection by appointment from November 24, 2025, through December 19, 2025, not including weekends and holidays.

An on-site inspection of the Property should be made by all Proposers prior to submitting a proposal. A 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 sale or 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 Wynter Banks at 406-324-1723 or wbanks@helenaschools.org.

Scope of Proposal

Proposers may submit a response for:

- **Option A – Long-Term Lease**
  Include proposed lease term (minimum 5 years), annual rental rate, escalation terms, maintenance responsibilities, and intended use.
- **Option B – Purchase**
  Include proposed purchase price, earnest money deposit (if any), proof of financing, and intended use.

RFP Timeline

	Activity	Date
1.	Advertisement	Nov. 15, 2025 – Jan. 3, 2026
2.	Property available for inspection Not including weekends and holidays	Nov. 24, 2025 – Dec. 19, 2025
3.	Deadline for Questions	Jan. 9, 2026
4.	Distributions of RFP Amendments (if needed)	Ongoing
5.	Deadline to Submit Proposals	Jan. 9, 2026 at 1:00 p.m.
6.	Proposal Opening	Jan. 12, 2026 at 1:00 p.m. Lincoln Center 1325 Poplar St
7.	Notice of Intent to Award	Jan. 20, 2026
8.	Board of Trustees Acceptance Subject to postponement if additional information needed.	Feb. 10, 2026

If the Board of Trustees accepts an offer to purchase the Hawthorne Elementary property, closing of the sale will occur with sufficient time following acceptance to permit completion of required processes by law.

Proposal Requirements

Each proposal must include the following:

1. Cover Letter
2. Table of Contents
3. Entity Information (name, address, legal status, key personnel)
4. Experience and Qualifications
5. Proposal Option(s):
    - Lease Terms, Lease History, Proposed Improvements or Modifications (if applicable)
    - Purchase Offer (if applicable)
6. Intended Use Plan for Building
7. Proof of Financial Capacity
8. References (at least 3)
9. Any Contingencies or Conditions
10. Other

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.

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.

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.

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.

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.

Lease Preparation and Modification of the Site

For any lease, HPS will not provide any leasehold improvements to the Property. 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, 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 the 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 premises 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.

Proposal Deadline and Number of Copies

To be considered for selection, proposals shall arrive at HPS by 1:00 p.m. on January 9, 2026. 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 Hawthorne Elementary Property" or "RFP – Purchase of Hawthorne Elementary 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 or Purchase of Hawthorne Elementary Property
Helena Public Schools
Attention: Todd Verrill
1325 Poplar Street
Helena, MT 59601

Proposal Opening / Oral Presentation

Proposals will be opened at 1:00 p.m. on January 12, 2026, in the District Facilities Meeting room at 1201 Boulder Avenue, Helena, MT 59601. 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.

Evaluation Criteria

Proposals will be evaluated on the following factors:

Criterion	Weight
Proposed Financial Terms	30%
Proposed Use and Community Benefit	25%
Experience and Qualifications	15%
Financial Capacity	15%

Criterion	Weight
Completeness and Responsiveness of Proposal	15%

All proposals will initially be classified as either "responsive" or "nonresponsive." Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be inadequate as measured by criteria stated in the RFP; the proposed use is incompatible or the references, experience, responsibility, reputation, financial standing of the Proposer, and the ability of the Proposer to meet the requirements of HPS. If a proposal is found to be nonresponsive, it will not be considered further.

HPS will also determine whether a Proposer has met the standards of responsibility. Such a determination may be made at any time during the procurement process if information materializes that would result in a determination of non-responsibility. If a Proposer is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected Proposer.

Additional Information & Disclaimers

- The property will be sold or leased **AS IS** AND IN ITS PRESENT CONDITION. HPS HAS NOT AND WILL NOT WARRANT THE PROPERTY AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE PRESENT OR FUTURE SUITABILITY OF THE PROPERTY FOR ANY PURCHASER'S/TENANT'S INTENDED USE AND DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES TO THAT EFFECT. HPS DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- Proposals must comply with all applicable Montana laws and regulations, including but not limited to Montana Code Annotated, Title 20, Chapter 6, Part 6 governing school property and Montana Code Annotated, Title 18 governing public contracts.
- The District may seek the advice of other professionals and consultants in evaluating proposals.

Questions and Clarifications

All questions regarding this RFP must be submitted in writing by January 9, 2026, to:

Todd Verrill, Director of Facilities and Maintenance
Helena Public Schools
tverrill@helenaschools.org
1325 Poplar Street
Helena, MT 59601

All written questions or comments submitted via email or mail must include "Questions – Lease or Purchase of Hawthorne Elementary Property" in the subject line or clearly marked on the outside of the envelope.

Answers will be posted publicly at: www.helenaschools.org.

Award

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

HPS intends to execute either a lease agreement or purchase and sale 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.

If the Board accepts the offer to sell the property, pursuant to MCA § 20-6-604, no purchase and sale agreement may be executed until the required time has passed for the sale to be finalized.

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 sale or lease agreement issued as a result of this RFP shall not entitle the purchaser or tenant to use the trademark, logo, seal or any copyrighted material of HPS.