REQUEST FOR PROPOSALS

Purchase and Development of 1830 4th Street, Peru, Illinois

Sealed Requests for Proposal will be received at the Office of:

PERU BUILDING AND ZONING
1901 4th Street
Peru, IL 61354

PLEASE RETURN ENTIRE DOCUMENT AS YOUR RESPONSE BY: January 9, 2019 at 11:00 a.m.

SUBMITTED BY:_____(Applicant)

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SECTION 1
INSTRUCTIONS TO PROPOSERS

ACCEPTANCE OF PROPOSALS - The right is reserved, as the interest of the City may require, to reject any or all proposals and to waive any nonmaterial informality or irregularity in the responses received. All such responses will be in English. The City will select a Proposer as described below or reject all Proposals within sixty (60) calendar days from the Opening Date.

ADDITIONAL COPIES OF RFP - Proposers may secure additional copies of the RFP documents from the City of Peru's Engineering Department .

SUBMISSION OF PROPOSALS– Two (2) original hard copies of response are to be mailed or delivered to the City of Peru Engineering Department, 1902 4th Street, Peru, Illinois, 61354. Information regarding the proposal can be obtained by calling the City Engineering Department at (815) 224-6020.

PROPOSAL CONFIDENTIALITY– All Proposals submitted will be deemed confidential. The City understands that proposals will include detailed business plans, operational plans, developer plans, trade secrets, and private operational and financial information, and such will be treated as confidential information. Only the following items will be made public: a) At Opening Date, and thereafter the number of Proposals and name of Applicants will be made public, b) At Council Meeting, the selected Proposal for Council consideration will be made public, and the information shared will be limited to: (i) the terms of the sale of property, (ii) amount of investment, (iii) incentives being offered, (iv) jobs created/retained, and (v) general scope of project. At no time will private financial and operational data by made public.

RFP IDENTIFICATION - Proposers submitting a hardcopy shall submit their response in a sealed envelope and clearly label it with the organization/individual name and address. Proposers are requested to indicate in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE ITEM BEING REQUESTED, REQUEST NUMBER, DATE AND TIME THE REQUEST IS DUE. Proposers submitting an electronic copy should include the Proposal Number in the email Subject Line.

PUBLISHING DATE/TIME - The RFP Publishing Date is the time the RFP is published in the local paper and is used for reference. OPENING DATE/TIME - The Proposal Opening Date of January 9, 2019 at 11:00 a.m. will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the proposal is due. The Opening Date represents the time in which all Proposals received to date will be reviewed, evaluated and processed for consideration.

CLOSING DATE/TIME – There is no scheduled Proposal Closing Date. However, we encourage all Proposals to be submitted at the Opening Date. All Proposals received after the Opening Date, may not get full consideration, depending on prior submittals. The City will consider all Proposals up until the property is sold.

SELECTION – The proposal selected will be that which best meets the needs of the City of Peru as expressed in the RFP. The content of the proposal, the experience of the firm/individuals and the result of any scheduled interview(s) may be considered in making the selection.

WITHDRAWAL OF PROPOSALS - Proposers may withdraw their proposals at any time prior to the RFP Opening Date by email, telephone, fax or written request. A telephone request must be confirmed in writing within 24 hours of the call and prior to closing time. Negligence on the part of the Proposer in

preparing a response confers no right of withdrawal or modification of a proposal after it has been opened.

ALTERNATE RESPONSES - The RFP describes the service and level of experience/expertise, which the City feels are necessary to meet the performance requirements of the City. Proposers desiring to submit a response on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate responses. However, ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The response must be accompanied by complete specifications of the items offered.

AWARD - An award will be made to the most qualified (responsive and responsible) proposal that complies with the terms and conditions of the specifications provided that it is in the best interest of the City to accept the proposal. Awards will be made on per item basis unless otherwise stated. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the City and the delivery terms will be taken into consideration in making the award. By signing this document Vendor/Contractor/Consultant is certifying they have not been barred from bidding by Federal, State or Local governments and has not been suspended or debarred from receiving federal funding.

COSTS - Unit costs must be clearly identified for each component requested by the RFP document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his authorized representative.

SIGNATURES - Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

INVESTIGATION - Proposer shall make all investigations necessary to thoroughly inform itself regarding the supplies and/or service to be furnished in accordance with the RFP. No plea of ignorance by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the Proposer.

CONTRACT TERMS

TAXES - The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the Proposer must show the amount of tax included in the unit price.

CITY'S AGENT- The City of Peru's Administrative Service Manager, Doug Bernabei shall be present and act for the City in all matters pertaining to the RFP and contract in conjunction thereto.

PATENTS - The successful Proposer agrees to protect, defend and save the City harmless against any demand for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by the contract.

HUMAN RIGHTS ACT - The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provisions of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

NON-COLLUSION - With the executing of this RFP, the Proposer is certifying to non-collusion in the preparation and submittal. The response must be properly executed by the Proposer or the response will not be considered for selection.

DEFAULT - In case of default by the contractor, the City will procure the articles or services from other sources and hold the contractor responsible for any excess cost incurred.

CANCELLATION - The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to contractors address on record. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

PRICES SPECIFIED – The successful vendor agrees to furnish the material or services according to the City's plans, specifications and conditions and at prices specified herein.

DELINQUENT PAYMENT - By the signing of this RFP, the Proposer is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, and fines owed or accruing to the City of Peru or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of the Peru City Code of Ordinances; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

PERMITS AND LICENSES - The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

INSURANCE – The successful Proposer shall obtain, at its own expense, all necessary insurance with regard to its fiduciary responsibility to the City of Peru. Said Proposer shall indemnify and hold harmless the City of Peru, its officials, officers, directors, employees, heirs and assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of the contract. The City does not assume any liability for acts or omissions of contractor and such liability rests solely with contractor.

Contractor's Insurance – The contractor and all subcontractors shall secure and maintain such insurance policies as will protect the contractor or subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by contractor or anyone employed by contractor directly or indirectly. The following insurance policies are **required**:

Statutory Worker's Compensation

Comprehensive General Liability

Combined Single Limit $1,000,000.00
Property Damage $1,000,000.00

Automobile Public Liability and Property Damage
Combined Single Limit $1,000,000.00
Property Damage $1,000,000.00

Insurance Inclusions – The comprehensive general liability insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

Contractual Liability – The insurance required above shall include contractual liability insurance coverage.

Certificates of Insurance – Certificates of insurance acceptable to the City indicating insurance required by the Contract is in force shall be filed with the City prior to contract approval by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

PRECEDENCE - Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Proposers".

GOVERNING – This contract will be governed by the laws of the State of Illinois. The contractor/vendor agrees that the Code of the City of Peru is hereby incorporated by reference, as if set out verbatim.

AFFIRMATIVE ACTION REQUIREMENTS - "The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the City written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors."

EMPLOYEE EMPLOYMENT RESTRICTIONS – THE CONTRACTOR

THE CONTRACTOR (hereinafter referred to as "SERVICE PROVIDER") agrees, as a condition of accepting this contract with the City of Peru, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peru and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peru for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peru in the amount of TWENTY FIVE THOUSAND DOLLARS ($25,000.00).

REFERENCE - All of the contract terms shall be incorporated by reference into any written contract.

Contact Information for Proposal:

Eric Carls, PE
City of Peru City Engineer
1901 4th Street
Peru, IL 61354
ericcarls@peru.il.us

SECTION 2 – REQUEST
Development of 1830 4th Street

The City of Peru is seeking an investor, developer, or business to purchase and develop 1830 4th Street, Peru, IL 61354. All proposals to purchase the property will be reviewed and evaluated by City staff based on: a) financial impact to the City, b) economic impact to the community, and c) project feasibility. The deed transferring the property will have a clause stipulating the project shall commence and be completed via a Certificate of Occupancy within 18 months, or the property shall revert back to the City. The final decision to sell/transfer property will be subject to this RFP process and will require a majority vote of the City Council for approval.

The city of Peru desires that the first floor of the building be developed as a commercial sales tax generating use. The second floor may be developed as enlarged upgraded apartments or other uses.

Proposal Format Requirements: The Proposal should be formatted according to the following sections: a) Applicant Information, b) Project Information, c) Qualifications, and d) Other Information. A detailed checklist of what should be included in the Response to Proposal is provided in the Section 3. Proposal **Evaluation Criteria**: All proposals for developing the property will be reviewed and evaluated by of City Staff to evaluate and score the proposals based on:

A) Financial Impact to the City in terms of the purchase price offered minus any City incentives requested;
B) Economic Impact to the community in terms of jobs, wages, and private investment resulting from the project, and
C) Project Feasibility in terms of applicant's capacity and ability to complete the project and all milestones.

The City shall select the proposal which, in the City's opinion, has best suited the needs and goals of the City and deemed to be in compliance with the terms of this RFP, both **responsive and responsible**.

The final decision to sell/transfer property will be subject to this RFP process and will require a majority vote of the City Council for approval.

Property Viewing: The property will be available for viewing by appointment only, and only after a preliminary Project Summary is provided. To schedule an appointment, contact the City Engineering Department at (815) 224-6020.

Selection Process and Timeline:-

The City of Peru will review all submittals and, if necessary, may prepare a short list of the most attractive proposals. The City may request clarification and additional information and/or may schedule interviews with proposers. Upon final selection of a proposal, the City will enter into exclusive negotiations which will result in a signed agreement. This agreement will outline the timeline required for development.

The City will open all proposals on the Proposal Opening Date, but can receive additional proposals thereafter. The City reserves the right to reject all proposals and restart or modify the opportunity.

Other Information:

RFP Identification - If mailing or hand delivering the Proposal, proposers shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Proposers are requested to indicate in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE "1830 4th Street". If emailing electronic copy, Proposers are requested to indicate in the Subject Line of the email "1830 4th Street"

Investigation - Proposers shall make all investigations necessary to thoroughly inform themselves regarding the property in accordance with this RFP. No plea of ignorance by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the proposer. **The property is offered "as is" and makes no representation as to current condition.**

Submittal Deadline:

Proposals submitted will be opened on the Opening Date January 9, 2019 at 11:00 a.m. All Proposals received after the Opening Date, may not get full consideration, depending on prior submittals. The City will consider all Proposals up until the property is sold. Incomplete Proposals will not be considered.

Please submit hardcopy proposal to:

City of Peru Engineering Department, 1902 4th Street, Peru, IL 61354.

QUESTIONS: Questions regarding the Instructions of this Request for Proposal and Development Opportunity at 1830 Fourth Street, Peru IL 61354 shall be submitted to City Engineer Eric Carls, 1901 Fourth Street, Peru IL 61354 or phone at 815-223-1148

EXHIBITS

1. Property - Specifications, Photos, Floor Plans
2. Road Map
3. Location Map
4. Parcel Map
5. Zoning Map

SECTION 3 -RESPONSE
Proposal Signature, Checklist, Requirements

RESPONSE TO PROPOSAL

The executing of this Proposal Cover Page certifies understanding and compliance with the total Proposal Package of Sections 1, 2, and 3 and that a complete Proposal has been submitted and includes the following four items:

1. Response to Proposal Signature Page – This page should be signed and submitted with your Proposal.

2. Project Proposal Format/Checklist and Requirements – The next page contains the information and content of a complete Proposal, and references the requirements of Developer.

3. Proposal that includes most all of the content requested in the Project Proposal Checklist along with signature of applicant.

4. The City's Request For Proposal - and Instructions for the RFP.

PLEASE MARK ENVELOPE or EMAIL SUBJECT LINE: PROPOSAL 1830 4TH STREET

PROPOSAL SUBMITTED BY:

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone #: _____ Email: _____

Contact Person (Please print or type):_____

Print Name of Authorized Agent or Officer: _____

Signature of Authorized Agent or Officer: _____

Date: _____

RESPONSE TO PROPOSAL – FORMAT & CHECKLIST

Proposal should be presented according the format below and include the items listed. Evaluation of Proposal will based upon the content and quality of the information provided. The Proposal will be reviewed by staff for completeness and accuracy prior to further consideration and final selection.

☐ **I. Applicant Information**

A. Identify the applicant, legal entity, developer or development team, (herein referred as Developer) of the Project that would enter into a sale, and/or redevelopment agreement with the City, including all intended partners. Please provide complete listing of names, titles, addresses, phone, and emails.

B. State the intended role of each development partner in the conceptualization, design, construction, financing, ownership, and operation of the Project.

C. Submit supporting documentation of Developer's financial strength and capability to complete the Project. This would include business and owners a) annual reports, b) financial statements, c) letters of credit, d) operational reports, e) credit reports, etc.

D. Provide name, address, phone, and email of the primary contact person for the Developer.

☐ **II. Project Information**

A. Provide general information on the Project including proposed concept, proposed use, and a plan of how you propose to market your completed Project.

B. Provide a conceptual site plan, floor plan, and architectural rendering, as needed for the Project. Also meet the "Applicant Requirements" provided in the attached page.

C. Provide estimated sources and uses of funds, showing start-up cost and beginning reserves for operating costs.

D. Provide future financials generated from the Project, including income statement, balance sheets, and cash flow statements. A business plan if Development is a new entity.

E. Estimate the number of new jobs created or retained resulting from this Project, along with average wages.

F. Detail the strategy for ownership and management of the property and the business occupying the building upon completion of any construction and building improvements.

G. Provide a timeline for and key milestones of Project improvements and operations.

H. Provide terms of Purchase Offer, including time in which a decision by City Council is needed.

I. Indicate the type and amount of City assistance, if needed, to complete the Project and how such funds would be used to support the Project. Also include special conditions if any (rezoning, conditional use permit, waivers for construction over easements, or vacation of right-of-way.)

☐ **III. Qualification Information**

Provide qualifications of Applicant/s, along with any history in completing similar Projects. Please provide list of Applicant's professional resume, certifications, experience, knowledge, skills, and abilities that related to the successful completion of proposed Project. Also provide a list and description of development projects or business/es currently under operation, or completed within the past five years by the Developer and partners.

IV. Other Information

Upon submittal and approval of Proposal the City may require that additional information be provided depending on the Proposal submitted and business development programs requested (sale or lease, ownership structure, completeness of information, request for incentives and/or special conditions).

RESPONSE TO PROPOSAL – APPLICANT REQUIREMENTS

The following items below represent the requirements expected from the Applicant/Developer who submits a Proposal for the Project and receives approval from the City Council:

A. Zoning - It is the responsibility of the Applicant to verify that the project being proposed is allowed under the City's Zoning Ordinance. A copy of the Zoning Ordinance is available at the City Building and Zoning Department or online https://www.peru.il.us/departments/building-and-zoning-department

B. Utilities - The approved Applicant shall be responsible for determining and arranging the required installation or relocation of utility services, if needed.

C. Transportation & Parking - The approved Applicant shall be responsible for providing and maintaining adequate vehicular access from a Project to an adjacent street in such a manner so as to be acceptable to the City. Furthermore, adequate off-street parking in accordance with the requirements of the Development Ordinance shall be the responsibility of the approved Applicant.

D. Property/Liability Insurance - The approved Applicant shall be responsible for providing insurance in the types and amounts which they feel are adequate.

E. Maintenance – Upon property transfer, the approved Applicant will accept in full all maintenance responsibilities for the property obtained.

F. City Services - The City will provide services in the same manner and amounts as other locations receive within the City.

G. Existing Condition of Properties - The City of Peru does not make any guarantees regarding the condition of any of the properties. The approved Applicant shall accept the property in its existing condition at the time of transfer of the property.

H. City Codes - The approved Applicant shall be responsible for designing and building in accordance with the City's Building and Fire Codes and Federal and State handicapped accessibility requirements in effect at the time when work is performed. Please note, a change in the use/operation of building from prior uses/operations will likely require a code study to determine redevelopment costs.

I. Property Taxes – Upon property transfer, the approved Applicant shall be responsible for the property taxes, payable in the future.

J. Confidentiality – Applicants submitting proposals are advised that under the Illinois Freedom of Information Act there exists a presumption that all records or documents in the custody or possession of the City are available for inspection and copying, unless the information sought to be inspected or copied is specifically exempted from disclosure under the Act.