

**EL PASO WATER UTILITIES- PUBLIC SERVICE BOARD (EPWater)
REQUEST FOR PROPOSALS (RFP)**

**PROFESSIONAL CONSULTING SERVICES FOR THE
MARKETING AND MANAGEMENT OF REAL PROPERTY LEASES
RIVERSIDE INTERNATIONAL INDUSTRIAL CENTER**

RFP21-18

January 26, 2018

DESIRED CONSULTING SERVICES:

EPWater manages approximately 200 acres in southeast El Paso commonly known as the Riverside International Industrial Center, as more particularly defined below. EPWater is seeking a Consultant to market the property to qualified manufacturing, industrial, or large-scale tenants and to manage any resulting leases, for the purpose of maximizing the amount of lease revenue to EPWater.

PROPERTY:

The 200 acres managed by EPWater are located at the intersection of Pan American Drive and Winn Road, approximately 1-2 miles from the Zaragoza International Port of Entry, as more fully depicted in **Exhibit "A"** attached hereto and hereinafter referred to as the "Property". The Property is all currently zoned M-1, Manufacturing.

The Camino Real Regional Mobility Authority (CRRMA) has plans to resurface Pan American Drive and extend Winn Road from Pan American Drive to Rio Del Norte Drive. Construction is expected to be completed by mid-2020. For more information on the CRRMA Winn Road Extension Project, please refer to **Exhibit "B"** attached hereto. Upon completion of the extension of Winn Road, the distance from the Property to the Zaragoza International Port of Entry will be anywhere from ½ - 2 miles depending upon where you are located within the Property.

The proximity of the Property to the Zaragoza International Port of Entry, coupled with the ease of access to the Port of Entry upon completion of the CRRMA's Wind Road Extension Project, makes the Property ideal for lease by large manufacturing or industrial companies. EPWater desires to retain a Consultant to market the property for lease to qualified tenants, with the goal of maximizing the revenue that can be generated by lease of the Property, and thereafter to manage the acquired leases.

SCOPE OF SERVICES (Marketing and Management of Real Property Leases):

Marketing Task. Consultant shall market the Property to ensure the Property generates the greatest and optimum amount of lease revenue possible, based on current and anticipated future market conditions. Such services may include, but are not limited to the following:

-) Consultant shall act as a Broker for the Property by marketing the Property for Lease.
-) Consultant shall develop a diverse marketing strategy designed to reach desired tenants, which employs multiple types of advertising, which could include, but is not limited to, internet exposure, signs, and advertising in trade publications.
-) Consultant shall develop a marketing strategy using the Declaration of Restrictions and Covenants and Design Guidelines prepared by Loya Wilke Architects, attached hereto as **Exhibit "C"**, as a guideline.
-) Consultant shall advise EPWater on a variety of transactions, including the optimal structure of potential lease agreements and amounts and structure of lease payments.
-) Consultant shall identify and seek out potential tenants for the Property.
-) Consultant shall engage in negotiations with prospective tenants.
-) Consultant shall coordinate the necessary legal, appraisal, and survey work required to effectuate a lease.
-) Consultant shall prepare and execute competitive leases for the Property, using the Declaration of Restrictions and Covenants and Design Guidelines prepared by Loya Wilke Architects, as a guideline.
-) Consultant shall prepare maps and graphics for presentations to EPWater Management, the Public Service Board and the El Paso City Council as needed.
-) Consultant shall provide periodic and as-requested reports on the status of services, including project time lines and action plans.

Management Task: Consultant shall manage the acquired leases for the Property to ensure the Property generates the greatest and optimum amount of lease revenue possible, based on current and anticipated future market conditions. Such services may include, but are not limited to the following:

- J Consultant shall act as a Property Manager for the Property to ensure that tenants comply with the lease terms and existing and future state and local laws and regulations, as may be amended from time to time.
- J Consultant shall address concerns of tenants and act as liaison between EPWater and tenants.
- J Consultant shall be responsible for renewal or extension of leases as applicable.
- J Consultant shall prepare maps and graphics for presentations to EPWater Management, the Public Service Board and the El Paso City Council as needed.
- J Consultant shall provide periodic and as-requested reports on the status of services, including project time lines and action plans.

TERM: The services of Consultant shall commence upon Public Service Board approval and the completion of a signed Professional Services Consulting Agreement, hereinafter “Agreement”, and shall terminate five years after all property has been leased. Thereafter, the Agreement may be renewed in five year increments at EPWater’s option. EPWater may terminate the Agreement for convenience prior to the completion of both tasks.

SELECTION:

The chosen firm shall be selected on the basis of the responsiveness to this Request for Proposals and in accordance with Texas Government Code, Chapter 2254, Professional and Consulting Services, which addresses selection of a professional services provider. The Selection Committee will follow the basic principles of a qualifications-based selection.

The proposal evaluation process is designed to award the Agreement, not necessarily to the Respondent with the lowest cost, but rather to the Respondent with the best combination of attributes (i.e. qualifications and experience, cost) based upon the evaluation factors established specifically for this RFP.

Respondents must provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Respondent’s information to the Evaluation Factors which will demonstrate the Respondent’s understanding of the Evaluation Factors and capacity to perform the required services.

Proposals will be evaluated based on the following Evaluation Factors:

EVALUATION FACTORS

MAXIMUM POINTS

A. Fee Proposal and Compensation Fee Schedule	30 Points
B. Qualifications and Experience	25 Points
C. Corporate Experience	20 Points
D. Key Personnel	15 Points
E. References	10 Points

Evaluation Factor Description

The maximum allowable points for each of the Evaluation Factors are detailed and described below.

EVALUATION FACTOR A

Proposal Cost and Compensation and Fee Schedule **30 Points**

Provide detailed information on the compensation and fee schedule for each task to be performed in response to the RFP, including an estimated maximum amount.

Marketing (Brokerage) Task \$ _____

Management Task \$ _____

EVALUATION FACTOR B

Qualifications and Experience **25 Points**

Provide detailed information on qualifications and experience with projects of similar size, scope and complexity. Provide a full description of your qualifications and of the experience you have in providing the requested services, to include whether the services were provided to a governmental entity. Provide a resume detailing your past history and background.

- a. Qualifications in the Marketing and Management of leases of real property similar in size, scope and complexity to this Property. **12.50 Points**
- b. Experience within the past three (3) years in the Marketing and Management of leases of real property similar in size, scope and complexity to this Property.

12.50 Points

EVALUATION FACTOR C

Corporate Experience

20 Points

Provide experience in last 5 years in each of the following: general consulting and strategic planning services for public real estate owners; quantitative and qualitative analysis of real estate decision making; financing of real estate transactions; public private partnerships; property valuation; real estate project management; and predevelopment of real estate property.

EVALUATION FACTOR D

Key Personnel

15 Points

Provide the résumés of key personnel and staff who would work on this transaction, including the experience of such key personnel and staff in marketing and managing and performing services of similar complexity and scope.

7.50 Points

Licenses and Designation. Respondent's key personnel working under this contract must have a current Texas Real Estate Broker's license and be in good standing with the Texas Real Estate Commission. Respondent's key personnel must demonstrate that they are in good standing with all State of Texas professional licenses and designations that are relevant to performing the required services. Copies of all applicable licenses shall be provided with your response.

7.50 Points

EVALUATION FACTOR E

Response of References

10 Points

RESPONSE SUBMITTAL CONTENT:

The entire Response Submittal shall be limited to **10-12 pages (front only, no double sided)** of information on 8.5" by 11" sheets. A suggested page count for each category of information follows but may vary by firm:

1. Cover letter (1 page)
2. Cost, Compensation and Fee Schedule (1-2 pages)
3. Qualifications and Experience (2-4 pages)
4. Corporate Experience (2-3 pages)
5. Key Personnel (1-3 pages)
6. References (1-3 pages)

Any and all information, documentation, and other material submitted by Respondent may be subject to public disclosure under the Texas Public Information Act.

QUESTIONS:

Consistent with Cone of Silence rules set forth below, please direct questions in writing to Purchasing Agent Levi Chacon at LJChacon@epwu.org. Any and all questions must be submitted by **5:00PM MST, Thursday, February 15, 2018** to ensure sufficient time for response prior to deadline for proposal submission.

RESPONSES DUE:

Respondents shall submit ten (10) hard copies and two (2) electronic files on a thumb drive of their proposal no later than **5:00 p.m. on Monday, February 26, 2018** to:

Ms. Rosemary Guevara
Senior Purchasing Agent
El Paso Water - Public Service Board
1154 Hawkins Boulevard
El Paso, Texas 79925

PROCEDURE:

The Selection Committee may be made up of members of EPWater Management and the Public Service Board. Following selection of the successful Respondent by the Selection Committee, an item will be placed on the next available Public Service Board agenda for award of an Agreement. The Agreement will require the successful respondent to indemnify EPWater and provide the types and amounts of Insurance set forth below.

EPWater reserves the right to reject any and all responses and to decline to award a contract based on this RFP. EPWater further reserves the right, in its sole discretion and with proper notice, to modify or amend any and all provisions in this RFP, and may seek additional information from any and all Respondents. Lastly, EPWater reserves the right to waive irregularities in the request and response process.

It is the intent of EPWater to award a single contract to fulfill the requirements of this RFP, however, EPWater reserves the right to award in any manner deemed to provide the best value for EPWater.

The successful Respondent may not assign, sell, or otherwise transfer its interest in the award or contract or any part thereof without written permission from EPWater.

After the selection, each Respondent will be notified of their selection status.

Respondents are directed not to contact any member of El Paso Water's Public Service Board until after the award of an Agreement by the Public Service Board. See "Cone of Silence" rules below.

RFP
Marketing and Management
Riverside Int'l Industrial Center
January 2018

CONE OF SILENCE:

The “Cone of Silence” will apply from the time of issuance of this Request for Proposals until it is posted on the Public Service Board Agenda for award. The Cone of Silence prohibits communications with El Paso Water employees to attempt to influence the purchasing decision. As such, communication is prohibited between, among others, including service providers, consultants and El Paso Water employees, and any member of the Board, the President/CEO or respective staff and members of the respective selection committee.

The provisions do not apply to, among other communications:

-) Oral communications with Purchasing Agent(s) or Procurement Analyst, provided the communications is limited strictly to matters of process or procedure already contained within the solicitation document;
-) The provisions of the Cone of Silence do not apply to oral presentations before selection committees, contract negotiations, public presentations before an officially noticed Public Service Board meeting or communications in writing at any time.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer shall render that proposer’s Request for Services award voidable. Any person having personal knowledge of a violation of these provisions shall report such violations to EPWater’s General Counsel and the Purchasing Agent.

The “Cone of Silence” applies to any and all potential subcontractors as well.

PROFESSIONAL SERVICES CONSULTING AGREEMENT TERMS:

INDEMNIFICATION:

The successful Respondent’s Professional Services Consulting Agreement will require Consultant to **INDEMNIFY, DEFEND AND HOLD EL PASO WATER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THE PROFESSIONAL CONSULTING SERVICES THE SUBJECT OF THE AGREEMENT.**

INSURANCE REQUIREMENTS:

The successful Respondent’s Professional Services Consulting Agreement will require Consultant to provide the following types and amounts of insurance written by an insurance company licensed

to conduct business in the State of Texas, and shall list the City of El Paso and El Paso Water as additional insureds:

- a. Worker's Compensation \$1,000,000
- b. General Liability \$1,000,000
- c. Property Damage \$1,000,000 each occurrence
- d. Automobile Liability \$1,000,000
- e. Professional Liability \$1,000,000 each occurrence

During the entire term the Agreement shall remain in effect and for a period of two (2) years after termination of the Agreement, Consultant, at Consultant's sole cost and expense, shall obtain and maintain a policy or policies of professional liability insurance with limits of \$1,000,000 for each claim and covering Consultant's Services related to the Agreement. Such insurance shall contain a provision that includes contractual liability, including bodily injury or wrongful death or property damage, for negligent acts, and errors and omissions arising out of the performance of Consultant's professional services under the terms of the Agreement.

An original certificate of insurance confirming all coverage shall be attached to the Professional Consulting Services Agreement prior to its execution.

IMPORTANT DATES:

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| January 26, 2018 | Request for Proposals issued |
| February 15, 2018 | Deadline for submittal of written questions |
| February 26, 2018 | Response to Request for Proposals due by 5:00pm |
| March, 2018 | Selection Committee review |
| April 13, 2018 | Award of Agreement by Public Service Board |

ATTACHMENTS:

- Exhibit "A" – Map of Property
- Exhibit "B" – Information on CRRMA Winn Road Extension Project
- Exhibit "C" –Loya Wilke Architects Declaration of Restrictions and Covenants and Design Guidelines