

**TOWN CENTER METROPOLITAN DISTRICT
&
EBERT METROPOLITAN DISTRICT**

**REQUEST FOR PROPOSALS
FOR
DISTRICT MANAGEMENT SERVICES INCLUDING COMMUNITY MANAGEMENT**

Date: July 12, 2024

A. INTRODUCTION

The Town Center Metropolitan District (“**Town Center**”) and the Ebert Metropolitan District (“**Ebert**”, and together, “**The Districts**”) were organized on September 12, 1983, to serve a residential community known as Green Valley Ranch North, located in the City and County of Denver (the “**CCOD**”), Denver County, Colorado. The community has over 4,400 residences and commercial lots, serving about 15,000 residents.

These two districts have operated in recent years as developer controlled and resident controlled districts, with Town Center board members made eligible by the landowner/developer and Ebert board members made eligible by their ownership of homes within the district. TCMD is the operating district and Ebert is the financing district. The Districts are starting the process of transitioning to full residential control so the District Manager (“**Manager**”) sought in this RFP process will initially serve both districts, and thereafter, a consolidated district. Both of the district boards will be involved in the selection process for the Manager.

The Districts are contractually bound by the Second Amended and Restated District Facilities Construction, Funding and Service Agreement dated November 1, 2018, the “**New Service Agreement**”. This New Service Agreement establishes a maximum amount of tax revenue owed by Ebert to Town Center and the purposes for which the revenue is to be used. The Districts expect the obligation to be met by the end of 2025, hence the effort to move towards consolidation of the districts.

From 1998 to 2018 all regular meetings of The Districts were combined meetings. The minutes during that time were joint with no differentiation between the two district boards. Since 2018, the boards have operated independently but generally in accordance with the contractual requirements of the New Service Agreement.

The Districts are also currently operating under a MOU that stemmed from a lawsuit filed by Ebert against Town Center claiming the performance of Town Center did not meet the maintenance expectations defined in the Declaration of Covenants and required by the New Service Agreement. The MOU provides for a stay in the litigation for two years. Substantial effort is underway over the 2-year stay period (2024 and 2025), overseen by a joint task force, to address the issues that led to the lawsuit. If the issues are satisfactorily resolved, it is expected that the lawsuit will be dismissed.

Subcommittees of the district boards are exploring consolidation of Town Center’s services and territory into Ebert. Adding complexity to this effort, TCMD has established five subdistricts for providing, and charging for, additional services required within those subdistrict boundaries and also has contractual agreements with other property associations. All current services to residents within both Ebert and Town Center, including its subdistricts, are provided through various subcontractors hired and directed by Town Center. It is anticipated that Ebert’s board will cooperatively, with Town Center’s board, direct the provision of services in 2025 through the overall District Manager sought by this RFP process. Although the contract that results from this RFP process will be for 2025, it is anticipated that it will be renewed for subsequent 1-year terms if the contractor performs to Ebert’s satisfaction.

A map of The Districts’ boundaries is attached. Town Center operates pursuant to the Service Plan for Town Center Metropolitan District, as approved by the CCOD (the “**TCMD Service Plan**”) and by the powers authorized in Title 32, Article 1 of the Colorado Revised Statutes. Ebert operates pursuant to the Service Plan for First Creek Metropolitan District and later amended to the Service Plan for Ebert Metropolitan District, as approved by the CCOD (the “**Ebert Service Plan**”) and by the powers authorized in Title 32, Article 1 of the Colorado Revised Statutes.

Town Center was established for the purpose of planning for, designing, constructing, furnishing, operating and maintaining public improvements, as well as providing services authorized by the Service Plan, for the use and benefit of the residents and taxpayers of The Districts. Town Center has certain ongoing service and community management responsibilities, as further specified in Exhibit A of the “Bid Form” and attached to this request for proposal (the “**RFP**”). These responsibilities will primarily include district management and administration, public improvement operation and maintenance, including common area landscaping.

The following documents are provided with this request proposal for reference:

1. Town Center and Ebert service plans
2. Map of the Ebert and Town Center district territories
3. 2024 Approved Budget
4. 2022 Audit, 2023 unaudited financial statements
5. Master Declaration of Covenants, Easements, Conditions and Restrictions
6. Second Amended and Restated Service Agreement
7. Supplemental Declarations (where applicable to respective TCMD Subdistricts)

Services Provided to all Ebert Residents

Through subcontractors, Town Center currently provides architectural review, covenant enforcement, and landscape care of common areas on an annual basis.

Additional Services Provided to the Town Center Subdistricts

Subdistrict No. 1 provides the following services for the Fairway Villas adult community; landscape maintenance, snow removal, and Clubhouse and The Lodge operations including swimming pool maintenance, pest control, alarm monitoring, phone/cable/internet, utilities,

janitorial, trash pickup, mechanical and geothermal maintenance servicing, elevator servicing, window cleaning, social events, and management reimbursements. Fairway Villas has a separately contracted subdistrict manager, who will report to the new District Manager.

Subdistrict No. 2 provides landscape maintenance, driveway maintenance and snow removal services to its cluster home residences (“**Carriage House**”). Subdistrict No. 2 also bills its customers monthly for residential water services. Town Center pays all residential water charges to Denver Water at established rates and then allocates the total amount paid among all Subdistrict No. 2 residents. A small portion of Subdistrict No. 2 lies outside of the Ebert boundaries.

Subdistrict No. 3 serves The Enclave, a gated community with private roads. It maintains the gate and guardhouse, provides snow removal services and manages a community outdoor pool.

Subdistrict No. 4 (also a part of Fairway Villas) provides front yard landscape maintenance and snow removal to these Bungalow units by imposition of an operations fee. The monthly amount per residential unit is \$145.00, with \$5.00 of the fee reserved for capital replacement. The Subdistrict No. 1 contract manager also serves Subdistrict No. 4, and as such will report to the new District Manager.

Subdistrict No. 5 serves a low-maintenance residential product called American Dream. Subdistrict No. 5 provides front yard maintenance to these residential units. A portion of Subdistrict No. 5 lies outside of the Ebert boundaries.

Additional Services Provided

Through a vendor, Town Center currently owns and operates a golf course and related facilities. After consolidation, ownership of the golf course will transfer to Ebert, but it is anticipated that the vendor relationship will remain unchanged.

In 2017 Town Center entered into a District Facilities Agreement with First Creek Village Metropolitan District to provide day-to-day management service similar to what is provided for Ebert residents.

Town Center also performs operation and maintenance functions for the Tower Commons Retail Center. Town Center charges the Tower Commons Retail Center for their share of these expenses and a management fee.

Town Center also provides services to the Oakcrest Townhome community by contract. Neither Tower Commons nor Oakcrest is located within Town Center boundaries and are not taxed.

Three recreation centers known as The Lodge, the Clubhouse, and the Enclave pool are managed either by a separate management company or directly by Town Center.

B. GENERAL INSTRUCTIONS

1. The Districts seek proposals from parties interested in being engaged (“**Bidders**”) to provide district management and community management services, beginning December 1, 2024.

2. Bidders may submit proposals for the Work, defined in Exhibit A of the Bid Form, attached to this request for proposal. **All bids are to be delivered to Town Center c/o Lisa Mayers at the address provided below, preferably by email, by no later than 5:00 p.m. on September 13, 2024 (the “Submission Deadline”).**

3. Requests or inquiries regarding this RFP should be directed to:

Town Center Metropolitan District
c/o Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Attention: Lisa Mayers
lmayers@spencerfane.com
With a copy to:

Ebert Metropolitan District
c/o CEGR Law
44 Cook Street, Suite 620
Denver, CO 80206
Attention: Evan Ela
eela@cegrlaw.com

4. It is understood that this request for proposal is broad in nature and may require on-boarding additional staff, consultants, or formation of a consortium. The Bidder should submit a narrative with a comprehensive business plan for how it intends to structure the delivery of services requested.

5. Any bid submitted by a business entity must be executed by an authorized officer or agent of the entity.

6. The names of all persons signing the bid must also be legibly printed or typed below the signature. A bid by a person who affixes to his signature the word “president,” “secretary,” “agent,” or other designation without disclosing the principal may be held to be the bid of the individual signing. Evidence of the authority of the person signing shall be furnished.

7. The address to which communications regarding the bid are to be directed must be shown.

8. This RFP does not contain the complete set of terms and conditions that will be included in any final contract for District Management services. A contract for the selected vendor will be negotiated and finalized after the selection process.

C. QUALIFICATIONS OF BIDDERS

In determining the Bidder's qualifications, the following factors will be considered: Work previously completed by the Bidder and whether the Bidder (a) maintains a corporate presence in Colorado and the number of years' experience managing a community with a comparable size, budget and operation and if so, how many such communities; (b) has adequately trained staff or consultants in place and dedicated availability to do the Work properly and expeditiously; (c) has the financial resources to meet all obligations incident to the Work; and (d) has appropriate technical experience; and willing to work closely with Town Center's current management company to ensure a smooth transition of services and records. No bid will be accepted from a Bidder who is engaged in any work that would impair its ability to perform this Work.

D. SUBMISSION OF BIDS

1. The Bidder shall assume full responsibility for delivering its bid to the location designated in Section B.3 above prior to the Submission Deadline. Bids received after the Submission Deadline may not be opened.

2. Oral or telephone bids are invalid and will not receive consideration. No Bidder may submit more than one bid. Multiple bids under different names will not be accepted from a single firm or association.

3. Bids will be accepted from consortiums, with the understanding that the Manager will manage the consortium.

4. **Questions should be submitted in writing by no later than 5:00 p.m. on August 16, 2024.** The questions along with corresponding responses will be addressed by August 30, 2024, and provided to all Bidders.

5. A pre-bid conference may be coordinated upon request.

6. On-Site visits to tour and review the facilities will be offered the week of August 26th, 2024.

E. MODIFICATION AND WITHDRAWAL OF BIDS

A Bidder may modify or withdraw its bid by providing written notice to Town Center at the location designated in Section B.3 any time before the Submission Deadline. Such notice shall be in writing with the signature of the Bidder. Bids may also be modified or withdrawn by the Bidder, or an authorized representative provided such representative can prove identity and authority. Modified or withdrawn bids may be resubmitted up to the Submission Deadline.

F. BIDS TO REMAIN OPEN

All bids shall remain open and prices held for 90 days after the Submission Deadline, but Town Center may, in its sole discretion, release any bid prior to that date.

G. SUCCESSFUL BIDDER AND AWARD OF CONTRACT

1. The Districts reserve the right to reject any and all bids, to waive any informality, technicality or irregularity in any bid, to disregard all non-conforming, non-responsive, conditional or alternate bids; to require statements or evidence of Bidder's qualifications; to interview Bidders so as to determine successful Bidder; to negotiate contract terms with the successful Bidder, and to accept the bid that is in the best interests of The Districts, in The Districts' sole discretion.

2. If The Districts award a contract, Town Center will give the successful Bidder a "Notice of Award" within 90 days after the Submission Deadline.

BID FORM

TO: **Town Center Metropolitan District**
c/o Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Attention: Lisa Mayers
lmayers@spencerfane.com

THE UNDERSIGNED BIDDER, having familiarized itself with the work described in Exhibit A attached hereto and made a part hereof (the “**Work**”), in addition to all laws, regulations and other factors affecting performance of the Work, and having satisfied itself of the expense and difficulties related to the performance of the Work,

HEREBY PROPOSES and agrees that attached to this Bid Form as Exhibit B and made a part hereof is its bid for the terms and conditions, including compensation to be paid, for performance of the Work. If the Bidder’s bid is accepted, the Bidder agrees to enter into an agreement, of a form acceptable to The Districts (the “**Agreement**”), to perform the Work in accordance with the terms and conditions set forth in Exhibit B to this Bid Form, unless otherwise agreed in writing by Town Center and Ebert, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Agreement. Bidder shall provide all services as provided in the Agreement and shall bill Town Center initially, and Ebert after consolidation, for same as provided in the Agreement.

BID REJECTION

In submitting this bid it is understood that The Districts reserve the right to reject any and all bids, to waive any informality, technicality or irregularity in any bid, to disregard all non-conforming, non-responsive, conditional or alternate bids, to negotiate contract terms with the successful Bidder, to require statements or evidence of Bidder’s qualifications and to accept the bid that in the opinion of Town Center and Ebert are in The Districts’ best interests. It is understood that this bid may not be withdrawn during a period of 90 days after the Submission Deadline. The Districts shall consider the skill and experience of the Bidder to perform the Work.

BID IS GENUINE

The undersigned hereby certifies (a) that this bid is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; (d) that Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over The Districts; and (d) that he or she is an authorized representative of the Bidder.

Date: _____, 2024

NAME OF BIDDER ENTITY:

Signature of Authorized Representative

Printed Name

Title

EXHIBIT A DESCRIPTION OF WORK

DISTRICT MANAGEMENT SERVICES

The Manager is responsible for overseeing a wide range of tasks. Below is a closer look at each of these tasks and how they contribute to the overall management.

Community Management

- 1. Provide Expert Advice to the Boards** - The role of a Manager is to advise the Boards by providing them with information and recommendations based on their expertise and the governing documents.
- 2. Act as a Liaison** - The Manager will act as a point of contact between the Boards and the community and keep the Boards informed of any feedback or concerns from the public. A diligent Manager will respond to the public inquiries within one business day for phone calls and two business days for emails. The Manager is expected to respond to emergencies 24 hours/7 days a week.
- 3. Communicate Efficiently** - The Manager can answer questions and provide information. An effective Manager communicates with the community in a variety of ways, including:
 - a. **Newsletters:** Publish regular newsletters to keep The Districts informed about social events, projects, and important dates or deadlines. These newsletters will be emailed and posted on the community's website.
 - b. **Website:** Maintain The Districts' websites where residents can find important information, documents, and forms related to The Districts.

The Manager will establish clear and consistent communication with The Districts to assure transparency, build trust, and ensure that the public feels informed and engaged.

- 4. Vendor Management and Performance** - The Manager is responsible for monitoring the performance of vendors and contractors. Property owners should contact the Manager with any issues regarding vendors and contractors, who will forward the concerns to the Boards for further action under the terms of the contract.

The Manager will also provide the Boards with information on the condition of the community's common areas and buildings and recommend any necessary repairs or maintenance. They will also coordinate with vendors and contractors to ensure that these tasks are completed promptly and cost-effectively.

Contracted and subcontracted services shall reflect The Districts' standards whenever applicable in The Districts' sole discretion.

5. **Offer Guidance on Community Issues** - The Manager will inform the Boards of any issues or concerns, and guide how to address them. They may offer suggestions for policies or procedures to prevent similar problems from arising.
6. **Performs District Inspections** - Perform site inspections to ensure that The Districts' property and common areas are properly maintained. The inspections may include checking the condition of buildings, landscaping, and amenities and ensuring proper maintenance.
7. **Provide Financial Management** - The Manager reviews The Districts' financials, including income, expenses, and reserves, and in conjunction with The Districts' accountants, provides regular reports to the Boards. They will also make recommendations for budgeting and financial planning.
8. **Source Expert Opinions** - The Manager may offer opinions on various topics, but they should source expert opinions in a variety of situations, including:
 - a. Legal matters: If a legal issue arises the Manager should seek the advice of The Districts' attorneys.
 - b. Financial matters: If the Manager is unsure how to handle a financial issue, such as creating a budget or investing reserve funds, they should consult The Districts' accountant.
 - c. Maintenance and repair issues: When dealing with complex maintenance or repair issues, such as issues with The Districts' infrastructure, or the destruction of common areas or building systems, the Manager should seek the advice of a qualified contractor or engineer.
 - d. Insurance matters: If The Districts are facing a claim or needs to renew or negotiate an insurance policy, the Manager should work with the Colorado Special Districts Pool and The Districts' attorneys.
 - e. Compliance with state and local laws: If the Manager is unsure how they, the Boards, or The Districts should comply with state or local laws, they should seek the advice of The Districts' attorneys.
9. **Covenant Enforcement and Design Review** – The Manager will be responsible for the enforcement of covenants and rules established in the Master Declaration and any supplemental declarations for subdistricts. Compliance will be emphasized over punishment. The Manager will also review and either approve or deny, with specific

stated reasons, requests for changes to the external portions of buildings and other improvements to the lot.

District Management

The Manager will provide administrative services required for the cost effective and efficient operation of The Districts in accordance with the requirements of local, state and federal laws governing the operation including the following:

1. Attend Board and, if requested, Board committee meetings.
2. Preparing minutes of meetings in conjunction with the Boards and committee secretaries. A draft of the minutes of each Board meeting shall be circulated to the Board within 7 days of each Board meeting.
3. Preparing agendas for meetings and provide meeting materials and financial reports at least (4) four days prior to regularly scheduled meetings. The Manager shall solicit agenda topics from Board members in accordance with The Districts' policy for assembling agendas.
4. Providing status reports of all pending work orders as well as completed work order reports.
5. Preparing a monthly newsletter (with Board and committee input) and distributing to property owners.
6. Providing a 24/7 call center to assist or refer emergencies in the Common Areas and returning emergency calls within one hour of receipt.
7. Providing a website that allows property owners access the status of their account, make payments and submit service requests. Property owners will be allowed to link to management company's website via Town Center's website, and eventually through Ebert's website.
8. Providing recommendations for improvement of communication among and with the Boards, the committees and property owners including maintenance of The Districts' websites.
9. Identify and develop recommendations to The Districts' that can improve administrative and operational efficiencies, and reduce associated costs.
10. Maintaining an up-to date electronic property owner and resident list (including Email addresses of all property owners and residents who authorize The Districts to communicate with them via electronic means).

11. Coordinating and distributing Board and committee meeting notice and election information in accordance with current laws and assist with annual elections.
12. Monitor the status of The Districts' property, liability and worker's compensation insurance coverages.
13. Serve as the custodian of The Districts' records.
14. Financial Services. Preferably as The Districts' accountants, or in conjunction with The Districts' accountants, the Manager shall provide financial services required for the operation of The Districts in accordance with the requirements of local, state, and federal laws and to ensure the financial stability including the following:
 - a. **Assessments:** Provide for the collection and deposit of all general and special assessments and any other charges/fees as they become due and payable or as otherwise directed by the Boards.
 - b. **Electronic Payment:** Provide a method for property owners and residents to pay dues and assessments electronically.
 - c. **Operating Funds:** Establish and maintain in federally insured financial institution trust accounts in the name of The Districts for the purpose of discharging liabilities and obligations incurred.
 - d. **Delinquent Accounts:** Provide for the collection of delinquent fee accounts.
 - e. **Disbursements:** Provide for the disbursements of funds for liabilities incurred in accordance with policy established by the Boards. Specifically, the Boards shall establish specific guidelines for the disbursement of funds requiring Board approval.
 - f. **Accounting & Financial Statements:** Provide and maintain financial and accounting records in accordance with generally accepted accounting principles (GAAP) as issued by the Financial Accounting Standards Board.
15. Facilities Management
 - i. Operational Oversight
 - i. **Daily Operations:** The Manager will be responsible for the day-to-day operation of the Enclave pool, and through a subdistrict manager, the recreation centers and pools, ensuring they are open to the residents during scheduled hours.
 - ii. **Compliance:** Ensure compliance with health, safety, and environmental regulations, including pool water quality and safety standards.
 - iii. **Preventive Maintenance:** Develop and implement a preventive maintenance plan to ensure that equipment and facilities remain in good working condition.

- iv. **Repairs:** Address and rectify any equipment or facility issues promptly to minimize downtime.
- v. **Grounds Management:** Oversee the maintenance of outdoor spaces, including landscaping, playgrounds, and parking lots.
- vi. **Outsourced Service(s):** If Manager contracts for facility services support, section 17. ii herein applies.

16. Budget Management

- i. **Budget Development:** Collaborate with the Boards, Committees, District consultants, subdistrict managers and other service providers to establish an annual budget for facilities management, accounting for all operational and maintenance costs.
- ii. **Expense Tracking:** Monitor and control expenses to ensure they align with the budget, making cost-effective decisions when necessary.
- iii. **Financial Reporting:** Provide regular financial reports to the Boards, detailing budget performance and variances. Provide effective forecasts to foresee any financial issues.

17. Vendor/Contractor Management

- i. **Contracting:** Identify, contract, and manage third-party vendors or service providers for specialized maintenance, services and repair tasks.
- ii. **Contract Monitoring:** Manager will purposefully and periodically monitor the performance and work-product of any contracted service provider to ensure that required standards are met. Manager will timely investigate reports of deficient performance and document the findings as needed per the applicable contract.
- iii. **Negotiation:** Negotiate contracts and service agreements to secure the best terms and pricing for The Districts.
- iv. **Conflict of Interest:** Manager will not request or accept any goods or services from a service provider as a condition to bid or offer services for The Districts. Manager shall disclose any ownership interest in any vendor that provides services to The Districts.

18. Community Engagement

- i. **Feedback and Improvement:** Establish channels for community feedback and input to continuously improve the services offered and to receive resident reports concerning the condition of The Districts' assets.

- ii. **Community Programs:** In close collaboration with the Boards and Committees, the Manager shall develop and implement community programs, events, and initiatives that align with the community's goals, needs and interests.
19. Landscaping & Public Improvements. The Manager will be responsible for overseeing landscape maintenance. Whomever performs landscape maintenance plays a critical role in enhancing the aesthetics and maintaining community properties to the standards required by the Master Declaration.
- a. Solicit competitive bids for landscape maintenance projects to ensure fiscal value.
 - i. **Request for Proposals (RFP):** The Manager shall initiate a separate RFP process for the selection of a qualified landscape maintenance company. Please note, the existing contract for landscape services expires March 31, 2025 (this does not include snow removal services). This RFP should be timed to secure a vendor to begin providing services as of April 1, 2025 and include the following:
 1. The scope of landscape maintenance services required, including the specific areas to be covered.
 2. Qualification criteria for the landscape maintenance company, including experience, insurance, and references.
 3. Evaluation criteria for the selection, emphasizing the company's track record and ability to meet the needs of the community.
 - ii. **Review and Selection:** The Manager will review and evaluate proposals received from landscape maintenance companies and present the Board(s) with a bid comparison and recommendation.
 - b. Management of Third-Party Landscape Maintenance Company:
 - i. **Contracting:** Once a landscape maintenance company is selected, the Manager will be responsible for negotiating and executing a maintenance contract. The contract must include the scope of work, service levels and performance standards as dictated by the Master Declaration and any supplemental declarations, performance metrics, pricing, and terms and conditions for final contract approval by The Districts.
 - ii. **Performance Monitoring:** The Manager will actively monitor the performance of the landscape maintenance company to ensure that all maintenance tasks are carried out effectively and in accordance with the contract.
 - iii. **Quality Control:** The Manager should establish quality control measures to assess the quality and consistency of the landscape maintenance

services provided to meet the standards required by the Master Declaration. This will include regular inspections and reporting.

- iv. **Budget Allocation:** Allocate a portion of the overall budget for landscape maintenance services and manage expenditures in a manner consistent with the agreed-upon budget.
- c. Communication and Reporting:
- i. **Reporting:** Provide regular reports to The Districts on the performance and status of the landscape maintenance services. This should include a summary of activities, issues, and any proposed improvements.
 - ii. **Communication:** Maintain open and effective communication channels with the landscape maintenance company, ensuring that any concerns or issues are promptly addressed.
- d. Compliance and Sustainability:
- i. **Compliance:** Ensure that all landscaping complies with standards required by the Master Declaration and all relevant regulations, environmental standards, and safety requirements.
 - ii. **Sustainability:** Encourage sustainable and environmentally friendly practices in landscape maintenance, such as water conservation, eco-friendly products, plant materials adapted for the local climate, and sustainable landscaping designs.
- e. Landscape Services
- i. **Annual Landscape Services** – Services will include but not be limited to seasonal lawn care; weeding and maintenance of native grasses, flowers, bushes and trees; weekly trash and debris clean-up.
 - ii. **Sprinkler Repair** – The Districts require the landscape maintenance company to have a dedicated staff member onsite 7 days a week during watering season. The staff will primarily perform sprinkler repair and monitoring. If time permits, staff will assist in weeding and trash and debris clean-up.
 - iii. **Snow Removal** – On a time and material basis, common area sidewalks, and both recreation centers and their respective parking lots require snow removal.
 - iv. **Ground Water Wells-** The Districts own and maintain eight Denver Basin Aquifer ground water wells which supply water to holding ponds. Those ponds are also supplied from a reuse line from Denver. Those ponds are used by the golf course to provide irrigation to both the golf course and the common areas. Coordination is required with the golf course to ensure sufficient irrigation water for the common areas. Irrigation controls are

primarily controlled by the golf course but some controls are managed by The Districts. The existing system is complex, and the Manager is encouraged to work with the Boards to improve simplicity of operation and communication protocols.

- v. **Pond Maintenance** – Routine maintenance of District owned drainage channels and detention ponds. Services include trash and debris removal, mowing, weed and algae control, insect control, and minor repair work.
- vi. **Irrigation Pumps** – The golf course vendor is primarily responsible for routine maintenance of irrigation pumps.

EXHIBIT B

I. BIDDER CONTACT INFORMATION

All communications and notices related to the bid should be directed to:

| | |
|---------------|--|
| Bidder Name | |
| Attention | |
| Address | |
| Telephone No. | |
| Fax No. | |
| Email Address | |

II. QUALIFICATIONS OF BIDDER

Insert or attach the following information:

1. Written evidence of Bidder's qualifications to perform the Work as set forth herein.
2. Evidence that Bidder has a practical knowledge of the particular Work bid upon, and that it has the financial resources to complete the proposed Work.
3. Comprehensive Narrative proposal containing the following elements:
 - a. **Introduction:** Provide an introduction to your firm, including its history, mission, and relevant experience in facilities and landscape management, and community recreational programming.
 - b. **Project Approach:** Detail your approach to managing The Districts' facilities, including staff management, maintenance strategies, and your approach to community recreational programming.
 - c. **Case Studies:** Include at least three case studies showcasing your firm's successful management of community recreation centers, pools, public improvements, community common area landscaping, and community recreational programming. These case studies should highlight key achievements, challenges, and innovations from similar projects.
 - d. **Landscape Management:** Submit a detailed strategy outlining how you will select, manage, and collaborate with a third-party landscape maintenance company, as well as snow removal companies. Include your approach to sustainable and environmentally responsible landscape management, please

highlight your experience with unique community facilities (pump stations, reclaimed water, etc.)

- e. **Community Recreational Programs and Facilities Management:** Present a sample event portfolio that demonstrates your firm's ability to establish a diverse and engaging range of community events. Include descriptions, schedules, and promotional strategies for events your firm has promoted. Detail your approach to collaborating with volunteer sub-committees, including strategies for forming, supporting, and coordinating their efforts in event planning. Provide examples of successful past collaborations with community volunteers.
4. Three references, including name, address, and phone number for other persons or entities for which the Bidder has performed services comparable to the Work.
5. A current Certificate of Fact of Good Standing form the Colorado Secretary of State.
6. The names and titles of all professional personnel who are presently on staff and will perform the Work, and for each such person, a resume describing relevant experience and recent projects similar to the Work and, if applicable, license and/or registration numbers. Please include information on the total number of clients supported by these personnel and how many years they have been providing such services.

III. COMPENSATION

Insert or attach the compensation to be paid for performance of the Work and related expenses, including any terms and conditions regarding payment for same. While preference will be given to fixed price proposals (with a menu of additional services) as this provides the most efficient method for budgeting purposes it is recognized that substantial uncertainty is associated with any large community with suspended litigation and beginning transition to full resident control. Accordingly, identification of anticipated monthly fees perhaps in ranges that would assist The Districts in evaluating proposals.

IV. QUESTIONNAIRE

State of formation and entity type

Number of years managing community associations

Names of principals and their personal certifications (e.g., CMCA, PCAM, CCAM, etc.)

Certifications held by the staff identified for this engagement (e.g., CMCA[®], Licensed Colorado CAM, etc.)

Corporate/home office address

Locations of regional offices (if any)

Total number of employees in all offices

Total number of Metro Districts/Associations managed

Number of planned developments managed

Revenues and unit count of the largest community currently managed

Revenues and unit count of the smallest community currently managed

Average revenues and unit count of communities currently managed

Name of parent company (if any)

Names of all affiliate companies (if any)

Resume of proposed property manager(s)

Please provide your estimated number of fulltime equivalent employees that will service the contract.

What is your overall management philosophy and approach to working with Metro District boards, owners, and residents/occupants?

Would the manager assigned to manage the Association hold a PCAM and/or a CCAM designation?

Does your company provide regular performance evaluations for its employees?
If so, please provide information about that process.

What type of training do you provide to the personnel who are responsible for servicing your company's clients?

Describe the chain of command currently in place at other similar client sites between the personnel assigned to The Districts and the principals of your company?

Will a supervisor and/or upper management of your company attend Board meetings whenever requested?

What are your company's normal business hours? How can the manager be contacted after hours?

What are your company's email and phone call response time policies with respect to board members, property owners, and residents?
If applicable, distinguish the different response times for each category of the foregoing persons.

What would be the participation of the Manager at a Board meeting?

Please provide a copy of a sample manager's report your company prepares.
Please provide a copy of sample board meeting minutes your company prepares.
Please provide a copy of a sample board packet your company prepares.

Please provide detailed information regarding your assessment collections process.

What delinquent assessment collection companies and/or attorneys does your company currently work with?

Please describe any pre-qualifying procedures your company has implemented for contractors, vendors, and service providers used by its property association clients, if any.

What methods do you use to identify opportunities for operational and maintenance improvements?

What process would you use to identify actual and/or potential violations of The Districts' governing documents?

When a maintenance issue is noted to the manager by the Board or by a property owner or resident, how would that request be handled?

When a Colorado Open Records request is received by the manager, how would that request be handled?

How would your company verify that an invoice is appropriate for payment by The Districts?

Please describe any checks and balances procedures utilized by your company.

Please describe your company's experience in assisting its association clients with amending their CC&Rs and bylaws and adopting rules and regulations.

Do you currently employ an in-house IT staff?

If not, how do you regularly manage IT systems?

What is the most unique and innovative idea or program that you currently provide your clients?

What methods does your company use to assess and manage aesthetics and modernization of the communities that it manages?

Do you provide any informational/educational programs for your association clients' board of directors?

If so, please elaborate.

How does your company stay current with new legislation and case law affecting special districts and communities?

Please describe the involvement of your company in any property management professional organizations.