

REDEVELOPMENT AGENCY OF MIDVALE CITY

**REQUEST FOR PROPOSALS
FOR DEVELOPMENT OF THE PROPERTY AT
695 W Fifth Ave/ 7555 S Main Street
MIDVALE CITY, UTAH**

August 15, 2018

Proposals due:
October 1, 2018 by 4:00 p.m.





TABLE OF CONTENTS

SECTION I - PROJECT INFORMATION	4
REQUEST FOR PROPOSAL (“RFP”)	4
BACKGROUND AND OBJECTIVES	4
GENERAL DESCRIPTION OF PROPERTY	5
PREFERRED SCOPE OF DEVELOPMENT	5
WRITTEN AGREEMENTS REQUIRED	5
DEVELOPER’S OBLIGATIONS.....	6
PURCHASE PRICE	6
BROKERAGE FEE	6
SITE VISITS.....	6
ADDENDA TO RFP	6
EQUAL OPPORTUNITY REQUIREMENTS	6
PROPOSAL COORDINATOR.....	7
SECTION II - SUBMISSION REQUIREMENTS	7
PROCEDURES FOR SUBMITTING A PROPOSAL.....	7
INITIAL SUBMISSION REQUIREMENTS.....	8
SECTION III - SELECTION PROCESS AND CRITERIA	10
SELECTION PROCESS	10
SELECTION CRITERIA	10
DESIGN REVIEW.....	11
SECTION IV - MISCELLANEOUS	11
AGENCY AND CITY NON-LIABILITY AND RELATED MATTERS.....	12
RIGHT TO REJECT/WAIVE IRREGULARITIES.....	12
SECTION V - EXHIBITS	13
EXHIBIT A – MAP OF PROPERTY AND SURROUNDING NEIGHBORHOOD	14
EXHIBIT B – SCOPE OF DEVELOPMENT	15
EXHIBIT C – LIST OF CLOSING REQUIREMENTS	15



SECTION I – PROJECT INFORMATION

REQUEST FOR PROPOSALS (“RFP”)

The Redevelopment Agency of Midvale City (“Agency”) is requesting proposals to develop the property located at 695 W Fifth Ave/ 7555 S Main Street (“Property”). The Property is situated in the Main Street Project Area as shown in Exhibit “A.” The Agency is requesting proposals from qualified individuals and/or developer(s) to purchase the Property and to design and construct a Mixed-Use project on the site (“Project”). The Property will be offered for sale to the successful developer, subject to the development restrictions set forth herein and approval by the Agency’s Board of Directors.

The Agency’s objective is for the Project to be used to support the establishment of Main Street as a prominent retail and cultural activity center within Salt Lake County, with an emphasis on creating more pedestrian activity on Main Street. The selected Project will need to have a high-quality design that complements the neighborhood, demonstrates the developer understands the neighborhood’s assets and character, and adheres to the Scope of Development, shown in Exhibit ‘B,’ and presents the best Project for the community. The developer will be expected to coordinate with the Agency on the design and construction of the Project.

BACKGROUND AND OBJECTIVES

The Agency was created to promote community and economic development goals within its project areas in Midvale City and to stimulate private investment. The Agency is currently focusing its efforts on promoting the Main Street area as an emerging activity center at both a local and regional level, as well as working on adopting the Main Street Small Area Plan.

The Property is located on the border between the historic commercial district and the residential neighborhood known as the Avenues. The Property and its surrounding neighborhood benefit from convenient access to Interstate 15 and surrounding thoroughfares such as 700 West and 7200 South.

The Main Street area and offered site are located adjacent to over 2000 new and planned residential units, as well as major employers that include Overstock.com, FLSmidth, Savage, Zagg, and CHG. The Main Street neighborhood itself includes neighborhood scale retail and two active theaters. These attributes make the Property an excellent location for new development.



GENERAL DESCRIPTION OF PROPERTY

Address: 695 West Fifth Avenue
7555 South Main Street
Midvale City, Utah

Parcel: 21-25-307-001
21-25-307-002

Site Size: 0.32 Acres (13,939 square feet)

Zoning: Historic Commercial (HC) District (Midvale City Zoning Ordinance, section 17-7-11)

New construction on the Property is allowed under section 17-7-11 of the Midvale City Zoning Ordinance. Any new construction on the Property will need to adhere to the provisions set forth in the HC zone.

Copies of the Midvale City Zoning Ordinance are available on the Planning Department page of City's website (www.midvalecity.org).

PREFERRED SCOPE OF DEVELOPMENT

Redevelopment of the Property will be completed in accordance with the Midvale City General Plan, zoning requirements, and the forthcoming Main Street Small Area Plan (A draft copy of the plan will be distributed as an addendum when complete). The developer is required to describe how the proposed Project will address the Scope of Development.

WRITTEN AGREEMENTS REQUIRED

The selected developer must be willing to enter into certain agreements with the Agency that describe the type, size, and timeframe for development. These agreements include, but are not limited to:

1. Purchase and Sale Agreement for the purchase of the Property;
2. Development Agreement that addresses the proposed developer improvements, timeframe for construction, and any post-construction requirements or restrictions for the Project; and



3. Special Warranty Deed with Right of Reverter, or other similar mechanism, that states if the Project is not completed as agreed, the Property will revert to the Agency.

All provisions of the agreements must comply with established state law and Midvale City ordinance. Project-specific terms for these Agreements will be negotiated during the Exclusive Negotiation Period.

DEVELOPER'S OBLIGATIONS

It is incumbent upon the developer to read and comply with the attached Submission Requirements (Section II) and Selection Process and Criteria (Section III).

PURCHASE PRICE

The purchase price for the property is \$120,000. During the Exclusive Negotiation Period, the Agency will consider reducing the purchase price, based on demonstrated funding gaps directly related to fulfilling the Agency's Scope of Development.

BROKERAGE FEE

The Agency will not pay a brokerage or sales commission for sale of the Property.

SITE VISIT

A site visit will be held at the Property on Thursday, August 30th, 2018 at 2:00 p.m. Attendance is optional. A log of questions and answers from the site visit will be posted on SciQuest as an addendum.

The Agency does not have an ALTA survey or geotechnical, soils, or environmental reports concerning the Property. All such testing and due diligence will be the responsibility of the developer whose proposal is selected by the Agency.

ADDENDA TO RFP

Addenda and Exhibits to the Request for Proposals, if issued, will be posted via SciQuest. It is the responsibility of all parties submitting responses to the RFP to register on the SciQuest procurement system to insure receipt of all Addenda and Exhibits issued and to ascertain prior to submitting a response that all Addenda and Exhibits have been received. All such Addenda and



Exhibits shall become part of the RFP documents and all respondents shall be bound by such Addenda and Exhibits, whether or not received by the respondents.

If a prospective developer has any questions, the developer shall submit them via the SciQuest system. The project manager will respond to inquiries in writing by issuing and posting Addenda via SciQuest. **All questions must be submitted via Sciquest by September 17, 2018 at 5:00 p.m.** Questions submitted after this time will not receive a response.

EQUAL OPPORTUNITY REQUIREMENTS

The developer, its tenants, employees, contractors, and primary subcontractors will not discriminate against, with respect to any person or group of persons, on any unlawful basis in the construction, sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any improvements erected or to be erected thereon, or any part thereof.

PROPOSAL COORDINATOR

The proposal coordinator is Annaliese Eichelberger. She may be contacted at aeichelberger@midvale.com. However, questions directly related to the RFP must be processed via SciQuest.

SECTION II - SUBMISSION REQUIREMENTS

PROCEDURES FOR SUBMITTING A PROPOSAL

The developer shall submit one copy of all documents required as a part of the Request for Proposals and one PDF copy on a thumb drive. Submissions lacking one or more of the requested documents may be considered incomplete or irregular.

It is the developer's sole responsibility to read and understand this Request for Proposals and the written instructions contained herein. The proposal shall be signed by an officer or employee of the developer authorized to bind the developer contractually.

Responses shall be submitted in a sealed envelope with the developer's name, address, date of response, and the title "5th Avenue Basketball Court Proposals" shown on the outside of the envelope.



Please submit responses to the Request for Proposals to:

Fawn Hullinger, Contracts Specialist
Redevelopment Agency of Midvale City
7505 S Holden Street
Midvale City, Utah 84047

*Responses are due in the Agency's office on or before 4:00 p.m., **October 1, 2018.***

The Redevelopment Agency of Midvale City reserves the right to reject any incomplete or irregular submission and reserves the right to waive any irregularity in submissions. Responses to the Request for Proposals that are not received in the Agency offices prior to the time and date specified will be considered late. Late responses will not be considered for award. The Agency reserves the right to reject any and all responses.

It is the developer's responsibility to assure delivery of its proposal to the Agency prior to or at the designated date and time. In order to facilitate review by the Agency, please submit materials in keeping with the following format.

Developers will not be entitled to withdraw or amend their proposals for 60 days after the submission of proposals.

INITIAL SUBMISSION REQUIREMENTS

As part of the response to this Request for Proposals, the developer shall provide the following:

Project Description:

A written description of the proposed Project, including the following information:

- A description of the types of uses (e.g., residential, office, educational neighborhood retail, etc.) included in the Project.
- Indication of the degree to which the developer commits/intends to incorporate environmentally friendly green building techniques or programs.
- A vision for how the Project will complement the character of the Main Street neighborhood, particularly how it contributes to the emergence Main Street as an activity center.
- A description of the developer's strategy for maximizing pedestrian activity on Main Street.
- A conceptual description of the Art element that will be included in the Project.

Statement of Qualifications:

- Identification of the legal entity with whom the Agency would contract.
- Identification of the developer, including potential joint venture or limited partners.



- The developer’s previous relevant experience, including, descriptions, photos, description of roles in previous projects, and status of previous projects. References for previous projects should also be included.
- Organizational and management approach, and role of each development partner and major consultant in the implementation of the Project.
- To the extent possible, identification of key individuals and consultants on the development team who would be involved in the negotiations, project design, and implementation, including their background and experience.

Project Drawings: The developer shall provide the following Project drawings:

- Conceptual Site Plan. The plan must show auto and pedestrian circulation, building foot print, any proposed parking, the required art element, and conceptual landscape improvements.
- Main Street and Fifth Avenue Elevation Drawings. The elevation drawings should identify façade materials and any other design elements the applicant deems necessary to communicate the intent of their proposal.

Project Proforma: A preliminary estimate of the Project’s cost and a 5-year proforma. This should include a brief description of how the developer anticipates funding the project.

Financial Capacity: A description of the financial capacity of the developer. The selected developer will be required to submit additional financial information about the development entity and owners or partners within the entity during the Exclusive Negotiation Period.

Down Payment: Along with the proposal, the developers shall submit a check (certified or cashier’s) made payable to the Redevelopment Agency of Midvale City in the amount of \$1,000 to serve as a deposit. Deposits will be returned to the developers who are not selected. The selected developer must submit an additional \$2,000, in the form of a certified or cashier’s check, within 10 days of being notified that they were selected, or the Agency will close the Exclusive Negotiation Period and enter the Exclusive Negotiation Period with the second-ranked developer (if a second-ranked developer has been selected). The total deposit made by the selected developer will be credited toward the developer’s earnest money deposit under the Purchase and Sale Agreement. The earnest money deposit will be applied to the purchase price at closing and can only be refunded prior to closing if the developer is unable to get Planning Commission approval (if needed).

The Agency shall have the right to verify the accuracy of all information submitted and to make such investigation as it deems necessary to determine the ability of a prospective developer to perform the obligations in the Project proposal. The Agency reserves the right to reject any Project proposal where the available evidence or information does not satisfy the Agency. This includes, but is not limited to, the Agency’s sole determination that the prospective developer is not qualified to carry out the proposed Project, is not a person or firm of good reputation or character for strict, complete, and faithful performance of business obligations, or is uncooperative with assisting the Agency with such investigation.



SECTION III - SELECTION PROCESS AND CRITERIA

SELECTION PROCESS

The Agency will form a Selection Committee (“Committee”) to review and evaluate all proposals submitted in response to the RFP. The Committee will be comprised of representatives of Midvale City staff, Redevelopment Agency staff, and community representatives from the Main Street Project Area.

The Selection Committee may recommend a first-ranked developer, a first- and second-ranked developer, or no developers. The Agency Board will make the final selection. The Agency will enter into the Exclusive Negotiation Period with the first-ranked developer.

During the Exclusive Negotiation Period, the first-ranked developer will have a three-month exclusive right to negotiate the terms of the written agreements described above. Exhibit ‘C’ includes a partial list of requirements to be accomplished during the Exclusive Negotiation Period and prior to closing.

If the first-ranked developer withdraws or does not fulfill their obligations with the Agency, the second-ranked developer may be given an opportunity to enter into an exclusive right to negotiate.

The Agency reserves the right to reject any or all proposals received at any time prior to the execution of the Purchase and Sale Agreement. The Agency reserves the right to negotiate changes in the terms of development with the selected developer as may be required.

SELECTION CRITERIA

The following criteria and criteria scoring distribution will be used by the Selection Committee to rank the Project proposals:

1. Complete Proposal (5 pts): Did the developer submit a complete proposal?
2. Developer's Vision (15 pts): Does the developer provide a clear vision for how the Project will complement the Main Street Neighborhood?
3. Scope of Development (30 pts): How well does the Project proposal address the Scope of Development, not including Development Preferences.
4. Development Preferences (20 pts): How well does the Project proposal address the preferences identified in the Scope of Development?
5. Developer Qualifications (15 pts): To what degree do the developer and development team possess the qualifications and experience necessary to plan, design, and build the proposed Project?



6. Financing (15 pts): Does the developer have the necessary financial expertise and backing to complete the proposed Project?

DESIGN REVIEW

This design review process will require the selected developer to obtain approval for the Basic Design, Schematic Design, Design Development, and Final Construction Documents for the proposed Project. A Main Street Design Review Committee comprised of representatives from the Agency staff shall be responsible for the review and approval of the Schematic Design, Design Development, and Final Construction Documents.

- Basic Design: The Basic Design drawings shall consist of the drawings submitted in response to the RFP and any modifications to the Project proposal required by the Agency Board as part of their approval of a first- and second-ranked developer. The selected developer will be expected to present the Basic Design to the Main Street Business Association or other community group selected by the Agency.
- Schematic Design: The Schematic Design shall be conducted when the design is 30% complete. The submittal shall include a narrative description of the Project, a presentation site plan, exterior concept elevation drawings, and two project sections.
- Design Development: The Design Development submittal shall include the 60% complete construction documents. The submittal will include samples of exterior materials, as well as drawings that specify the location and appearance of all exterior design features.
- Final Construction Documents: The Final Construction Documents submittal shall include all drawings, specifications, and related documents necessary for construction of the Project.

SECTION IV - MISCELLANIOUS

Any additional information that the developer wishes to submit may be attached to its proposal in the form of appendices. Statements should be complete, but as brief as possible.

All Project concept information submitted by the developer will be binding upon the developer. Unless authorized by the Agency in writing, subsequently prepared plans and specifications must be consistent with and be a logical development or reasonable inference of the information submitted.

All proposals, including attachments, supplementary materials, and addenda shall become the property of the Agency at the time of submission and will not be returned to the developer.



Information contained in the proposals, except information labeled “Confidential” and accompanied by a concise statement of reasons supporting the claim of business confidentiality in accordance with Utah’s Government Records Management Act, Utah Code Ann. §§ 63G-2-101 to 901 (“GRAMA”), will be available to the public upon inquiry immediately following the execution of a written agreement between the selected developer and the Agency. As a public entity subject to GRAMA, the Agency cannot guarantee the confidentiality of any submitted information including any information labelled as “Confidential.”

The developer, by submitting a response to the RFP, waives all rights to protest or seek any legal remedies whatsoever regarding the Agency’s rejection of any or all responses, and the terms of any subsequent Purchase and Sale Agreement and Development Agreement that might be entered into as a result of the Request for Proposals.

AGENCY AND CITY NON-LIABILITY AND RELATED MATTERS

1. No Representation or Warranties. All facts and opinions stated herein, any additional data including, but not limited to statistical and economic data and projections, are based on available information, and no representation or warranty is made with respect thereto by Midvale City or the Agency.
2. Building Permits, Zoning Variances, and Financial Viability. The Agency, through the sale of the Property, and Midvale City in no way guarantee or warrant the issuance of building permits, zoning variances, or the financial viability of the Project.
3. Agency Discretion, Non-Liability, Waivers, and Hold Harmless. The developer acknowledges by submitting information and proposals to the Agency that the Agency and Midvale City have no liability with respect to the development program, the RFP, and responses thereto or with respect to any matters related to any submission by a developer. By submitting a proposal in response to the RFP, the developer releases the Agency and Midvale City from all liability with respect to the development program, the RFP, and all matters related thereto, and covenants not to sue the Agency or Midvale City regarding such matters, and agrees to hold the Agency and the Midvale City harmless from any claims made by the developer or anyone claiming by, through, or under the developer in connection therewith.

RIGHT TO REJECT/WAIVE IRREGULARITIES

The Agency reserves the right to reject any and all proposals and to waive any irregularity, informality, or technicality in proposals received, in the interest of the Agency.



SECTION V - EXHIBITS

- A. Map of the Property and Surrounding Neighborhood
- B. Scope of Development
- C. List of Closing Requirements



EXHIBIT A
Map of the Property and Surrounding Neighborhood

Basketball Courts



March 20, 2018

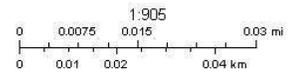


EXHIBIT B

Scope of Development

It is the Agency's intent that the Project be used to support the establishment of Main Street as significant retail and cultural activity center within Salt Lake County, with an emphasis on creating more pedestrian activity on Main Street. The selected Project will need to have a high-quality design that complements the neighborhood and demonstrates the developer understands the neighborhood's assets and character. In accomplishing the Agency's intent for the Project, the following should be incorporated into all proposals:

1. All of the offered property must be utilized in the Project.
2. The Project must have a design that addresses the following Urban Design Qualities:
 - Imageability: The Project is distinct, recognizable, and memorable.
 - Human Scale: The Project design has a size, texture, and articulation of physical elements that compliments the size and proportions of humans.
 - Transparency: The Project incorporates a design that creates a visual connection from the street to the interior of the proposed improvements.
 - Intricacy: The Project design has a visual richness. Intricacy depends on the variety of the physical environment, specifically the number and kinds of buildings, architectural diversity, landscape elements, street furniture, signage, and human activity.
 - Coherence: The degree of coherence of the Project is influenced by consistency and ability to complement the scale, character, and arrangement of neighboring buildings, landscaping and other physical elements.
3. Project designs shall incorporate high quality façade materials and be in keeping with the character of historic Main Street (e.g., brick, wood, metal, masonry). Stucco is not an acceptable façade treatment on the 5th Avenue and Main Street frontages.
4. The Project must be designed using green building techniques such as:
 - Efficient use of energy, water, and other resources;
 - Use of non-toxic, ethical and sustainable materials;
 - Pollution and waste reduction measures and the enabling of re-use and recycling;
 - Use of renewable energy such as wind energy or solar energy; and
 - Good indoor environmental air quality.
5. The Project may not have onsite surface parking fronting Main Street.
6. The Project must be designed to primarily address Main Street with a secondary frontage allowed on Fifth Avenue.
7. The Project design must incorporate all zoning code requirements.
8. The Project must include an element of public art ("Art"). The Art must be visible to the public and contribute to an enhanced pedestrian experience in the Main Street neighborhood. The Art may be incorporated into the building (lighting, window, bike rack, etc.)

Preference will be given to a Project that:



1. Provides neighborhood-oriented programming or services that supports commercial activity on Main Street and/or quality of life for current and prospective residents.
2. Significantly increases the daily pedestrian activity on Main Street.
3. Contributes to the emergence of a Main Street activity center.



EXHIBIT C
List of Closing Requirements

The following is a partial list of requirements and conditions that the selected developer will need to provide or address in order to close on the purchase of the Property. These are standard requirements that are included in the Agency's Purchase and Sale Agreement and Development Agreements.

1. Design Submission and Approval. The Basic Design, Schematic Design, Design Development, and Final Construction Documents must be approved. These drawings will include all elements necessary to complete the Project per the Agency's goals.
2. Cost Estimate. The developer will provide a cost estimate. The cost estimate should provide information concerning the development costs in terms of total cost and cost per square foot.
3. Pro Forma. The developer will provide a Project budget that shows sources and uses. The Pro Forma shall support the agreed to purchase price.
4. Licensed Professionals: Design and construction of the Project shall be performed by licensed professionals. Agency approval of the design and construction contracts will be required.
5. Title. The developer must accept a Special Warranty Deed subject to a right of reverter in favor of the Agency in the event of default, or a similar mechanism that would ensure the Agency could complete the project in the event of default.
6. Schedule. The developer shall provide the Agency with a Schedule of Development that will be approved by the Board of Directors prior to Closing.
7. Performance Security. The developer will be required to provide personal/corporate guarantees and adequate financial resources to assure the Agency that construction of the Project will be funded in the event of a developer default.
8. Closing. Closing shall be contingent on the developer receiving the requisite approvals of the Final Construction Documents, construction financing, contract, and the building permit. The Agency will close on the sale simultaneously with the developer's construction financing.
9. Financial Information. The selected developer will be required to submit additional financial information about the development entity and its owners during the Exclusive Negotiation Period. The financial information will include audited financial statements for the entity, and personal financial statements of individual partners or owners within the entity.



10. Miscellaneous. Other terms as required by the Agency’s attorney including, but not limited to, the following:
- A. Anti-discrimination clause. In accordance with Utah’s Antidiscrimination Act (Utah Code Ann. §§ 34A-5-101 to 112), the developer and any of its contractors may not discriminate against any individual because of race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity, and that these are not factors in consideration for employment, selection of training, promotion, transfer, recruitment, rates of pay, or other forms of compensation, demotion, or separation.
 - B. Status Verification. In accordance with the Utah Immigration Accountability and Enforcement Act (Utah Code Ann. §§ 63G-12-106 to 402), any entity contracting with a public employer is required to participate in Utah’s Status Verification System. The developer certifies that it participates in the Status Verification System and complies with the Act.
 - C. Conflict of Interest. In accordance with the Municipal Officers’ and Employees’ Ethics Act (Utah Code Ann. § 10-3-1301 to 1312), the developer represents that none of its officers, employees, or agents are officials, officers, or employees of the Agency, unless disclosure has been made in accordance with the Agency’s ordinances and policies. Further, the developer certifies that it has not offered or given any gift or compensation prohibited by local, state, or federal law, to any official, officer, or employee of the Agency to secure favorable treatment with respect to being awarded this Agreement.

