REQUEST FOR PROPOSAL
SALT LAKE COUNTY

Sunday Anderson Site Development

RFP #AGS104279
Date of Issue: December 15, 2023

The Department of Administrative Services
Aging and Adult Services

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Part 1: Overview and Instructions

1.1 Purpose of the Request for Proposal ("RFP")

Salt Lake County (County) is soliciting proposals for the Sunday Anderson Senior Center (located at 868 W 900 S, Salt Lake City, Utah) focused on an integrated senior center mixed-use development which focuses on affordable residential housing aimed at the aging population. The senior center currently occupies 15,032 square feet of space and provides numerous critical senior services. The project goal is to unite private development opportunities and the Sunday Anderson Senior Center in a way that can offset the cost of constructing a new senior center and bring a long-term positive return to Salt Lake County taxpayers. Any proposal should include a design that provides the County with at least 24,000 square feet of space for the Sunday Anderson Senior Center, including classrooms and related senior center amenities. The land associated with this property and necessary for development will be made available through an appropriate arrangement, and the County will collaborate with developers on a mutually beneficial financial structure. The County hopes to partner with developers to further improve the standard of living for residents and promote a healthy and safe community. The site consists of 1.41 acres (the Property) and Site Maps are included in Exhibit A.

1.2 Deadline for Proposal Submission

Proposals must be uploaded before **1:00 PM on February 22 , 2024,** in the Contracts and Procurement online solicitation system, the Utah Public Procurement Place ("U3P"), powered by Jaggaer SciQuest. **No proposals will be accepted after the closing date and time.**

1.3 Projected Schedule for the RFP Process

The County reserves the right to modify the following schedule at its discretion:

Activity	Date
RFP Anticipated Release	December 15, 2023
Virtual Pre-Proposal Conf	January 4, 2024
RFP Question Deadline	February 15, 2024
Proposal Due Date	February 22, 2024
Selection Committee Mtg	February 28, 2024
Interviews (if needed)	March 7, 2024
Award Announcement	March 2024

1.4 Virtual Pre-Proposal Conference

Interested Proposers are invited to participate in a virtual pre-proposal conference to discuss the project and to ask questions about this RFP. It will be held on **Thursday, January 4, 2024, beginning at 11:00 am MST**. Please contact Teresa Young, tyoung@slco.org, to request the WebEx meeting information.

Proposers are encouraged to submit their questions in writing before the meeting through Utah Public Procurement Place (U3P). The meeting is for informational purposes only and is not binding. If the RFP needs to be modified or clarified, the County will issue a written amendment on U3P.

1.5 Question Submission

Questions may be submitted through U3P until the deadline for questions submission, which is **February 15, 2024, at 1:00 pm**. Answers to the questions will be posted in U3P for everyone to view. **Do not contact County officers or employees, or selection committee members.**

Part 2: Scope and Requirements

2.1 Background

The Property is an ideal location for a senior living mixed-use development focused on promoting purposeful longevity with community engagement and active senior activities. Collaborative discussions and community engagement surveys have highlighted the desire for affordable housing and a larger senior center to accommodate social activities. The Property is approximately 1.41 acres and currently functions as the Sunday Anderson Senior Center. The current center is in need of major renovations to bring it up to current standards and service offerings. It is the County's intent to replace the center with a larger, updated facility which will meet current and future needs of the aging population.

2.2 Minimum Requirements

1. The County will maintain an ownership interest in the project.

2. The Developer will construct a senior center focused mixed-use development on the Property during the term of the lease, development agreement, equity partnership, or public-private partnership. Housing will need to focus on affordable rates for the aging population as the key renters/users. The senior center must remain open for as long as possible prior to demolition and

construction. The Contractor will be responsible for demolition of the site and existing structures as required. Permitting and hazardous materials testing requirements for demolition will need to be followed as required by local permitting authorities.

3. The land necessary for development will be made available through an appropriate arrangement and the County will collaborate with developers on a mutually beneficial financial structure.

4. A plan for activation of the property focusing on senior focused mixed-uses associated with a senior center, including residential, recreational, and restaurant uses.

5. The County will not pay a stipend to the Proposer for the RFP submission.

6. A portion of the available funding for the project is American Rescue Plan Act (ARPA) funding. The awarded Developer will be required to agree to the terms of the ARPA funding contract rider and obtain a Unique Entity Identifier (UEI) from SAM.gov (full registration not required) to contract with the County.

2.3 Site Characteristics – ***See Exhibit A***

1. Property Description – The Property is identified as Tax ID Parcel Nos. 15-11-254-017 and 15-11-254-001, totaling approximately 1.41 acres.

2. Zoning – The Property is in the R-MU-35 Residential Mixed-Use district. “The purpose of the R-MU-35 residential/mixed-use district is to provide areas within the city for mixed-use development that promote residential urban neighborhoods containing residential, retail, service commercial and small-scale office uses.” The development must meet all Salt Lake City Zoning and Building code requirements.

3. The Property is in a HUD Qualified Census Tract. Affordable housing development projects within Qualified Census Tracts that use the Low-Income Housing Tax Credit are eligible for a boost in tax credit financing.

5. Parking – Must meet Salt Lake City parking ordinance requirements.

6. Utilities – The Property is well serviced by existing public utilities. Any upgrades to existing utility services (both on and off the site) and any new connections to support the development of the site will be the responsibility of the Developer selected to develop the Property.

7. Environmental – The selected Developer is expected to undertake all appropriate and required environmental reviews.

8. Each Proposer shall be responsible for any physical examination of the

Property it deems necessary for the purpose of responding to the RFP.

9. Proposer is responsible for verifying legally permissible and potential uses.

10. There is an alley that bisects the Property. Salt Lake City Planning and the RDA recommend maintaining the alley as currently defined. All proposals to remove or relocate the alley fall under the jurisdiction of Salt Lake City and the Contractor will need to work through their process if vacating or relocating is to be anticipated.

2.4 Funding Option Requirements

1. The Redevelopment Agency of Salt Lake City ("RDA") intends to contribute $2,000,000 for the affordable housing portion of this project, pursuant to the RDA's Housing Development Loan Program Policy. Final funding terms are subject to RDA Board approval. All projects receiving RDA funds must meet the following:
   a. RDA Affordability requirements:
   b. At least 20% of the total rental units must be affordable to households earning 60% of the area median income ("AMI") as established by US Department of Housing and Urban Development ("HUD") or less. Or:
   c. A portion of the homes must be sold at a price affordable to households earning 80% AMI (as established by HUD) or less.
   d. RDA Sustainable Development Policy, which requires the project to meet the following:
   e. Designed to earn Energy Star score of 90 or greater.
   f. 100% electric building operation (no on-site fossil fuel combustion)
   g. Participation in SLC's Energy Benchmarking Program: Annual operational data must be submitted to Salt Lake City's Elevate Buildings Program once the building is in operation.
   h. Other RDA Funding: The RDA may be able to provide financing for commercial, retail, and/or childcare spaces through the RDA's Loan Program.

2. The County has $5,600,000 available from the budget originally slated for the renovation of the Sunday Anderson Senior Center.

3. Emergency Rental Assistance Program (ERAP) Funding
   a. Salt Lake County's Office of Regional Development (ORD) has $3,400,000.00 available through the Emergency Rental Assistance program (ERAP2) established by section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021).
   b. Affordable rental housing projects must serve very low-income (VLI) families earning at or below 50% of area median income (AMI) and must remain affordable for a minimum of 20 years.
   c. ERAP2 funds may be structured as loans, including no-interest loans

and deferred-payment loans, and grants. ERAP2 funds may not be used to establish, provide financial support to, or invest in revolving loan funds or other structured funds.

d. An affordable housing rental project funded, in whole or in part, with ERAP2 funds must be aligned with at least one of the following programs and must meet the requirements of that program: Low-Income Housing Tax Credit program, HOME Investment Partnerships Program, HOME-ARP, Housing Trust Fund, Public Housing Capital Fund, Indian Housing Block Grant Program, Section 202 Supportive Housing for the Elderly, Section 811 Supportive Housing for Persons with Disabilities, Farm Labor Housing Direct Loans and Grants, and USDA Multifamily Preservation and Revitalization.
e. While these ERAP2 funds must serve VLI households, they may be used in mixed-income housing projects, as long as the total investment of ERAP2 in the project is proportional to the total development costs that are attributed to the units serving VLI households. For example, if 25% of a project's units will be reserved for VLI families and 20% of the total costs of all housing units in the project are attributable to such reserved units, then ERAP2 funds may be used to pay for up to 20% of the total development costs.
f. All ERAP2 obligations must be expended by no later than September 30, 2025.

2.5 Development Goals / Preferences

1. The County hopes to improve livability, rejuvenate the local economy, enhance sustainability, utilize smart technologies, and improve overall health and wellness for senior citizens.

2. The type of development should be senior focused mixed-use associated with a senior center, including affordable residential units and restaurant space.

3. County requests two housing units be set aside or assigned to Aging and Adult Services for transitional housing.

4. The design of the proposed development should enhance the area by providing affordable housing, senior amenities, increased community connectivity and activation of the southwest corner of the Property.

5. Through a long-term ground lease, equity partnership, public-private partnership, or subdivision of the property, the County is looking to maximize revenue and retain a county asset for the benefit of taxpayers.

6. Integrating a high-performance building strategy. This could include but is not limited to the following:

a. Salt Lake County requires new construction projects to be LEED Gold certified along with being built to standards found in the Design Standards located here: County Design Standards
b. Projects using Salt Lake City Redevelopment Agency funds will be required to follow the RDA Sustainable Development Policy. Policy can be referenced here: RDA Sustainable Policy

7. Incorporating universal design within the development and building that creates an environment that can be accessed and used by everyone, regardless of age, ability, or circumstance.

8. Community/Commercial node for the neighborhood. The redevelopment of this site could provide childcare services and/or retail spaces that are currently lacking in the neighborhood.

9. Senior Center Design Information
    a. Dining Café - 3000 sf
        i. Raised stage area – pull out and store away.
        ii. Projection screen
        iii. Storage – chairs, tables, equipment, etc.
    b. Kitchen – 2000 sf
        i. Follow Café model used at other centers.
        ii. Dry storage
        iii. Walk-in fridge/freezer
    c. Billiards – 1600 sf
        i. 3-4 billiard tables
        ii. Sound dampening
    d. Art Studio / Wet Classroom – 800 sf
        i. Clay trap
        ii. Kiln
        iii. Storage
        iv. Sink, counter, cabinets
    e. Dry Classroom – 800 sf
        i. Sink, counter, cabinets
        ii. Storage
    f. Multi-purpose space – 4000 sf
        i. Pickleball space
        ii. Project Screen
        iii. Room dividers
        iv. Storage
    g. Fitness Zone – 2000 sf
        i. Rubberized floors
        ii. Storage cubbies

    iii. TVs
    iv. Universal machine, treadmills, NuStep, Lifetime Vibe, stationary bikes, punching bag.
h. Aerobics Zone – 1600 sf
    i. Mirrors
    ii. Wood floor
    iii. Sound system
    iv. Storage
    v. Ballet Bar
i. Conference Room – 800 sf
    i. Virtual meeting system
    ii. Conference table and chairs 12-18 persons
    iii. Storage
j. Personal Services – 200 sf
    i. Sink
    ii. Mirror
    iii. Storage
k. Entrance / Lounge / Lobby – 4500 sf
    i. Open, inviting, welcoming, comfortable.
    ii. Seating
    iii. Front desk – visibility
    iv. Storage
l. Center Manager Office – 200 sf
m. Program Coord. Office – 200 sf
n. Additional Office – 144 sf
o. Break / Workspace – 300 sf
    i. Storage, counter, sink
p. Custodial – 200 sf
    i. Sink
    ii. Mop Sink
    iii. Workspace
q. General Storage – 1600 sf
r. Restrooms – 600 sf
    i. 4 men
    ii. 4 women
s. Private Restrooms – 300 sf
    i. 4 unisex
t. Outdoor spaces
    i. Lounge
    ii. Pickleball
    iii. Gardening

2.6 Proposal Format / Submission Requirements

Upload your proposal in the County's online solicitation system U3P.

1. Fill out and submit the proposal cover summary using the form attached to this RFP as **Attachment A** indicating the Proposer's willingness and authority to enter into an agreement with the County and agreement to all the terms set forth.

2. With the proposal cover summary, **Attachment A**, include a narrative response to the **Program Proposal (refer to Section 3.1)**, maximum **50-page** limit.
   - In addition to the page limit, the response is also limited to 10 MB to allow electronic distribution.
   - Include a table of contents with references to page numbers and organized in the same order as the Evaluation Criteria in Section 3.1.
   - Format must be 1) 8-1/2 X 11 paper size with white background 2) portrait layout only and 3) black 12-point font.

3. **Offer and Pro Forma** as per **Section 3.1.**

4. If requesting protected record status complete the form attached to this RFP as **Attachment B** and upload a redacted program proposal.
   - All documents submitted in response to this RFP will be treated as public records in accordance with GRAMA unless a claim of business confidentiality is submitted. Refer to Section 3.3.A.
   - Failure to provide a redacted copy, or otherwise comply with the requirements, waives your request for protected records.

5. If requesting preferential consideration, include the completed form attached to this RFP as **Attachment C** and any proof of eligibility. Refer to Section 3.1.B.

6. If requesting alterations per Section 3.2 of this RFP, include a **separate PDF** of items requested and reasonable alteration desired.

Part 3: Response Evaluation and Notice to Proposers

3.1 Evaluation and Scoring Criteria

The proposal will be evaluated, scored, and ranked by a Selection Committee (the "Committee"). Each member of the Committee ("Member") will be provided a score sheet to complete the proposal evaluation utilizing the point system listed below. Committee Members individually score the proposals and rank them 1st, 2nd, 3rd, etc.

according to their total score. The following point system is utilized:

Excellent (5): If the proposal exceeds expectations, with an excellent probability of success in achieving all requirements of the RFP, and is very detailed in providing innovative ideas, new concepts, or optional features applicable to the project, a score of “5” is given.

Good (4): If the proposal offers a very good probability of success, achieves all requirements of the RFP in a reasonable fashion and provides some innovative ideas, new concepts, or optional features applicable to the project, a score of “4” is given.

Acceptable (3): If the proposal offers a reasonable probability of success but some of the requirements may not be met and does not include innovative ideas, new concepts, or optional features applicable to the project, a score of “3” is given.

Poor (1-2): If the proposal falls short of expectations and has a low probability of success, a score of “1-2” is given.

Unacceptable: If the approach completely fails the requirements, a score of “0” is given.

Proposals will be evaluated, scored, and ranked on the following criteria:

A. Proposal Organization and Scoring Criteria

Proposers shall submit the following elements to be considered complete. Incomplete responses may be disqualified immediately at the County’s discretion. The County reserves the right to request additional or clarifying information from Proposers and to negotiate with one or more Proposers at a time without negotiating with all Proposers. Developers who fail to submit the requested additional information may be disqualified.

Program Proposal Narrative should be organized as follows:

20% Relevant Experience and References

Demonstrated previous experience in designing, financing, leasing, constructing, and managing projects similar to the preferred development program for the Property as shown by previous project experience. Experience should include designing, financing, leasing, constructing, and managing similar projects. List successful projects which are similar in size, complexity, and quality to the proposed Property development. Include a description of each cited project, and the Developer’s role in its execution. Provide names, titles, phone numbers, and email addresses of the reference familiar with each project.

40% Offer – Project Financials

Development Entity: Provide a description of the development entity. Please include a description of the organization, corporation, partnership, business association, or joint venture that indicates the jurisdiction under whose laws the organization is formed or will be formed. The submission must include a copy of the certificate of incorporation, organization, or partnership and other relevant organizational documents, if the organization has been formed. The County intends to contract with a single entity for the Project. The awarded Developer will be required to be registered to do business with the State of Utah.

Proposer's Letter of Authority: A principal of the Developer or the lead entity on the Developer's development team must execute a letter documenting his or her authority to submit an offer to develop the Property, negotiate with the County if selected, and bind the Developer. The letter should authorize one additional representative to act on behalf of the Developer in the event the primary individual becomes unavailable and include full contact information for both.

Offer: The proposal must describe in detail the Developer's offer of essential terms and conditions for the proposed lease of or development agreement for the Property, including but not limited to, type of lease, essential terms of the development agreement, length of term, or rent.

Contingencies to Offer: Proposers must identify any issues that need to be addressed or corrected prior to fully executing the contract documents.

Sources & Uses Statement: Include a Sources & Uses statement for the proposed development program.

Development Costs: A detailed breakdown of the total estimated development costs of the project (e.g., detailed construction costs, architectural and engineering fees, construction interest, insurance and all other relevant expenses or fees).

Pro Forma: A 10-year projected pro forma cash flow analysis including a break-even analysis. **This document should be provided in Excel format and PDF format.** The analysis should be presented in current dollars and in sufficient detail for the Committee to evaluate the financial viability of the proposed development. Detailed assumptions for the projected pro forma cash flow analysis and projected rents for commercial spaces and price points for keys are required.

Plan of Finance: Provide a detailed financing plan, including sources of capital and proposed terms. Proposers must note whether they will fund

the proposed development program through equity, debt, or a mixture of the two. Please describe any proposed use of public subsidy or if there are any financial gaps and how you will seek to fill them.

Financial Participants: Identify principals, partners, or co-venturers who are committed or have a financial interest in the proposed development at this stage, whether active or passive. The County expects that additional participants may be added over time.

Financial Capability and References: Demonstrated financial capability of the Developer to successfully execute a project of similar type. Indicate the Developer's financial soundness and capability. Include the names and addresses of at least three commercial or institutional credit references.

35% Proposed Development Documents

Narrative: Provide a narrative description of the proposed conceptual development sufficient to evaluate its compatibility with the preferred development goals as described in Section 2.4 of this RFP. Proposals must specifically note any contemplated demolition or new construction that may be part of the development concept. The plan should include the proposed mix of uses, prospective users of the facility, and an estimated development timeline including any phasing of the project.

Development Schedule: Include a development timeline of critical milestones, including any phasing of the project. Please provide a schedule listing important tasks and dates, beginning with the execution of a development agreement, an operations & management agreement and/or a lease with the County and ending with full occupancy and operation of the proposed development.

Site Plans & Renderings: Include a site plan, conceptual renderings, and any supporting graphics that may help explain the proposed development, such as maps, floor plans elevations, sections, or photographs. It is essential that all proposals include high quality supporting graphics to enable the Committee to ascertain the nature and quality of the proposed development program. Be sure the plan and supporting materials clearly indicate any phasing of the proposed development.

Develop the site access plans. It's the County's desire to have curb appeal and an inviting space that leads into the development. Describe your plan to ensure all three street fronts (900 South, 900 West, and Genesse Ave.) meet this goal.

Zoning: Proposals should state any zoning changes, variances, or special exceptions required for the proposed development.

Off-Site Improvements: Explain the nature, scale, and cost of any off-site improvements that may be required to accommodate the proposed development.

5% **Social Impact**: Proposers should include a narrative explaining, in more detail, the project's social impact—the way that the physical project may have a positive effect on people and communities. Such impact should be described and quantified with relevant metrics such as the approximate number of people to be served by the project or its social impact component.

B. Evaluation and Award Notices

Interview, Demonstration, and Site Visit –The Committee may invite Proposers for an interview, demonstration, or conduct a site visit. The purpose is clarification and verification of the written proposal. The Committee may re-score the proposal after the interview, demonstration, or site visit.

Recommended Award – After the Committee has completed their evaluation process, the Committee will then present a recommendation for award to the proper signing authority for authorization to award the top-ranked Proposers.

Debrief Meetings – Debrief meetings with the Committee Members will not be allowed however, a Proposer may discuss the RFP process with the chair/facilitator of the Committee at any time.

C. Post Selection Process

Term Sheet – Awarded Proposer shall document key proposal terms and the County's Standard Terms, included as Attachment D to this RFP, into a Term Sheet submitted to the County for acceptance. Should the parties not reach agreement on the Term Sheet, the County reserves the right to enter into discussions with the second ranked Proposer. Upon completion of the Term Sheet, the Term Sheet will be submitted to the County for approval.

Contracting – Within three months following acceptance of the Term Sheet, the terms will be documented in contract documents.

3.2 Written Agreement Required

Written agreements will be required after the RFP. The selected Proposer must

agree to all requirements in the RFP scope of work. The selected Proposer must also be willing to enter into written agreements with County.

If you wish to request alterations to the RFP or any of the exhibits, attachments, or addenda, *the alterations must be specifically identified in your proposal* with reasonable alternatives presented. Any such exceptions must be submitted in a separate PDF attachment, and clearly marked as "Requested Alterations." Only those alterations so specified will be available for discussion or negotiation.

Proposers are advised that the County is not bound by the terms of the RFP until a written agreement is fully executed and any activity taken on by the Proposer prior to full execution of a written agreement is done at the Proposer's sole risk.

3.3 Notice To Proposers

By submitting a proposal to this RFP, Proposer understands and agrees to the following:

A. Government Records Access and Management Act (GRAMA):
The County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, the County is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to the County is considered a "public record" under GRAMA. Any person who provides to the County a record that the person believes merits protection under subsection 63G-2-305(1) or (2) must submit with their proposal both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. For your convenience, the County has provided a Business Confidentiality Request Form which is attached to this RFP as Attachment B. **All documents submitted in response to this RFP will be treated as public records in accordance with GRAMA, unless a claim of business confidentiality has been properly made and approved by County. All proposed costs/pricing/fees submitted to the County are public records. An entire proposal cannot be identified as "PROTECTED," "CONFIDENTIAL," or "PROPRIETARY" and may be considered non-responsive if marked as such.**

B. Copyrighted Material Waiver: In the event that the proposal contains copyrighted or trademarked materials, by submitting its proposal the Proposer grants the County the right to use, reproduce, and publish the

copyrighted or trademark materials in any manner the County deems necessary for conducting County business and for allowing public access to the responses under GRAMA or otherwise, including but not limited to photocopying, County Intranet/Internet postings, broadcast faxing, and direct mailing.

If the proposal contains materials whose copyright or trademark is held by a third party, it is the Proposer's sole responsibility to obtain permission from that third party for the County to reproduce and publish the information.

By submitting its proposal, the Proposer certifies that it owns or it has obtained all necessary approvals for the reproduction or distribution of the contents of the proposal and agrees to indemnify, protect, save and hold the County, its representatives, and its employees harmless from any and all claims arising from all intellectual property claims related or connected to the proposal and agrees to pay all legal fees incurred by the County in the defense of any such action.

C. Restrictions On Communications: From the issue date of this solicitation until a Proposer is selected and the selection is announced, Proposers are prohibited from communications regarding this procurement with agency staff, evaluation committee members, or other associated individuals EXCEPT the Buyer, Teresa Young, tyoung@slco.org overseeing this procurement. Failure to comply with this requirement may result in disqualification.

D. RFP Cancellation: This RFP may be cancelled by the County at any time prior to the execution of a written agreement if deemed in the best interests of County. This includes cancellation of the RFP after an award has been made but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.

E. Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.

F. Costs: Proposers bear all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, and attending the interview.

G. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between the County and the selected Proposer. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, association, partnership, corporation, or otherwise must be registered with the Utah

State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: www.commerce.utah.gov.

H. Changes or Modifications: Any changes or modifications to the RFP will be made by written addendum. Proposer submitting a proposal based on any information other than that contained in the County's RFP and any addenda, do so at their own risk.

I. Receiving Proposals: Contracts and Procurement will administer receipt and opening of all proposals. Proposals will be held unopened, by Contracts and Procurement in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to the County's RFP, Contracts and Procurement, in coordination with the agency requesting the project, may recommend entering into a contract to the single Proposer if the conditions cited above are met. Alternatively, Contracts and Procurement may re-solicit for the purpose of obtaining additional proposals.

J. Modifying or Withdrawing Proposals: Proposers may modify or withdraw their proposals at any time prior to the closing time. Requests to modify a proposal before the closing time must be made in writing to the County.

K. Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP will be considered non-responsive and may be rejected in whole or in part.

L. Protests: Pursuant to Salt Lake County Code of Ordinances § 3.20.150, a protest in regard to the RFP document must be submitted in writing prior to the RFP closing date. All other protests must be submitted in writing within five (5) business days after notification of the award is posted on UPPP. A protestor may file only one (1) protest after the RFP closing date. Protest letters must specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.

M. Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition will render the proposal void, and such conduct is unlawful and subject to criminal sanction. By submitting a proposal, the Proposer hereby certifies that no one in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by County Purchasing Ordinances or applicable law.

N. Ethical Standards: Proposer represents that it has not: (a) provided an

illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

O. Campaign Contributions: The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by Proposers to County candidates. Salt Lake County Code of Ordinances § 2.72A. Proposer acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions in excess of $100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Proposer further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

P. Reasonable Accommodations: Reasonable accommodation for qualified individuals to attend meetings may be provided upon receipt of a request with two (2) working days' notice. Please contact Contracts and Procurement at 385.468.0306. TTY users may call 711.

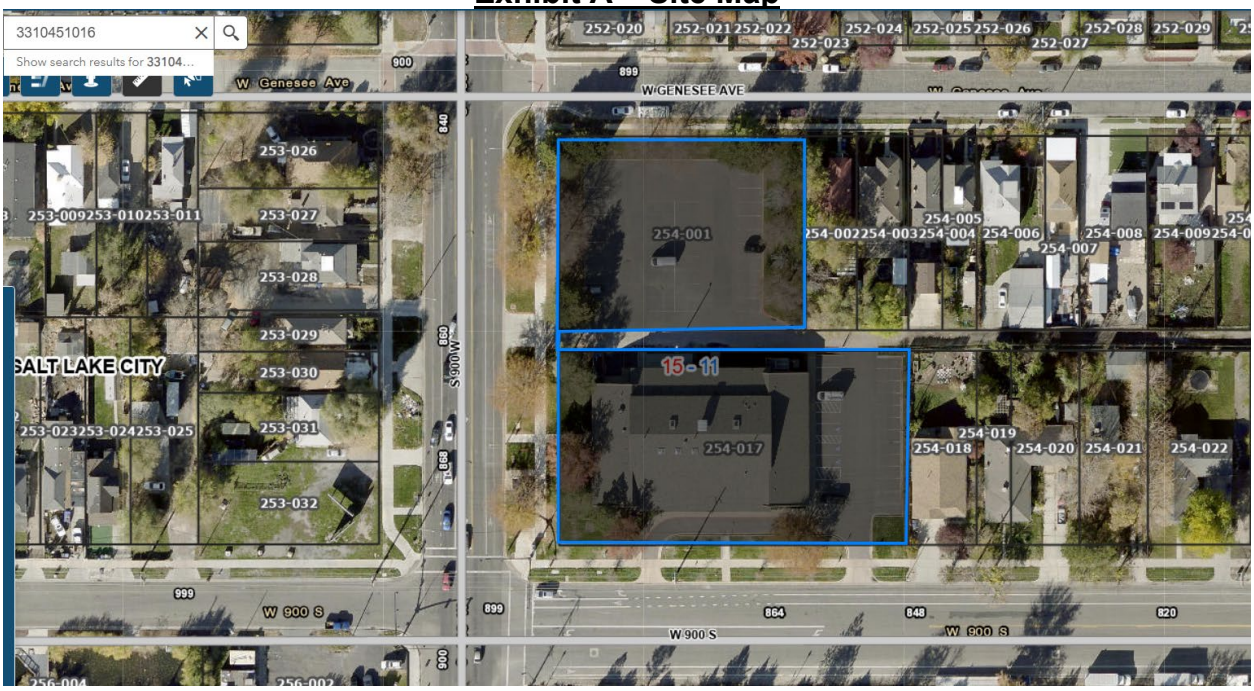
Q. Environmentally Responsible Procurement Practices: The County has implemented environmentally responsible procurement practices. Please refer to Attachment C.

R. Notice to Retirees of Utah Retirement Systems ("URS"): The County is a URS "participating employer." Entering into an agreement with the County may affect a URS retiree's retirement benefits including, but not limited to, cancellation of the retiree's "retirement allowance" due to "reemployment" with a "participating employer" pursuant to Utah Code Ann. § 49-11-504 to -505. In addition, Proposer is required to notify the County immediately if a retiree of URS is the Proposer; or an owner, operator, or principal of the Proposer. Proposer may refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.

S. Employee Status Verification System: Proposer shall register and

participate in the Status Verification System before entering into a contract with the County as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Proposer is individually responsible for verifying the employment status of only new employees who work under Proposer's supervision or direction and not those who work for another Proposer or subcontractor, except each Proposer or subcontractor who works under or for another Proposer shall certify to the main Proposer by affidavit that the Proposer or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Proposer or subcontractor. The Proposer shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Proposer's failure to comply with this requirement may result in the immediate termination of its contract with the County.

Exhibit A – Site Map



Salt Lake County parcel referenced in RFP is outlined in Blue.

Parcel Records 15-11-254-017 and 15-11-254-001
Owner SALT LAKE COUNTY
Address 868 W 900 S and 853 S 900 W, Salt Lake City, UT 84104
Total Acreage 1.41

Legal Description:
Tax ID Parcel No. 15-11-254-017
LOTS 17 TO 26, BLK 4, ALBERT PLACE

Tax ID Parcel No. 15-11-254-001
LOTS 27 THRU 33, BLK 4, ALBERT PLACE

ATTACHMENT A

Request for Proposals

Legal Name			
Doing Business As (if applicable)			
Address	City	State	Zip Code
Contact Person after contract award	Telephone Number		
E-mail Contact			

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this organization to a contractual agreement. I realize the final funding for any service is based upon funding levels and the approval of the Mayor for Salt Lake County.

Proposer Authorized Representative Type or Print Name	Date Position or Title

Signature required when submitting hard copy.
Electronic signature acceptable if an electronic proposal is allowed.

X	Proposer _____

Please include one or two e-mail address for notification of an interview.

	Name, telephone number, E-mail address

Attachment B
REQUEST FOR PROTECTED RECORD
(Business Confidentiality Claim)

I request that the attached/enclosed information (record) provided to Salt Lake County, or any of its agencies (divisions or programs), be considered confidential and given protected status as defined in Utah's Government Records Access and Management Act ("GRAMA").

Name and Address of business and representative making this confidentiality claim:

_____

_____

Description of the information (record) which is to be covered by this confidentiality claim and which you believe qualifies for protected status:

_____

_____

_____

The following reasons support this claim of business confidentiality and protected status under Utah Code Ann. § 63G-2-305 (please check all of the following that apply):

(___) 1. The record provided is a trade secret as defined in Utah Code Ann. § 13-24-2 (*See* Utah Code Ann. §§ 63G-2-305(1) and 63G-2-309).

(___) 2. The record is commercial or non-individual financial information and: (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of Salt Lake County, or its agencies, to obtain necessary information in the future; and (b) the interest of the provider in prohibiting access to the information is greater than the interest of the public in obtaining access. (*See* Utah Code Ann. §§ 63G-2-305(2) and 63G-2-309).

REQUIRED: A concise written statement supporting a business confidentiality claim, as required by Utah Code Ann. § 63G-2-309(1). Attach additional sheets if necessary.

_____

_____

_____

_____

_____

_____

NOTE: Claimant shall be notified if a record claimed to be protected is classified public or if the determination is made that the record should be disclosed because the interests favoring access outweigh the interests favoring restriction of access. Records claimed to be protected under this business confidentiality claim may not be disclosed until the period in which to bring an appeal expires or the end of the appeals process, including judicial appeal, **unless the claimant, after notice, has waived the claim by not appealing within thirty (30) calendar days**. *See* Utah Code Ann § 63G-2-309(2). The procedure to appeal a GRAMA classification within thirty (30) calendar days is described in Countywide Policy 2040, which can be found on the County's website www.slco.org or by typing the following link into your address bar: https://slco.org/globalassets/1-site-files/policies/countywide/2040.pdf?v=03282022114310737.

Signature of Claimant Representative: _____ Date: _____

Claimant Representative Name and Title: _____

Attachment C - Environmental Compliance Practices
Vendor Compliance Statement and Non-Debarment Certification

1. Salt Lake County has implemented environmentally responsible procurement practices. The County requires all persons, businesses, corporations and other entities doing business or entering into a contract with the County to comply with all federal, state and local environmental laws, rules and regulations. Compliance with environmental laws, rules and regulations is a relevant factor in evaluating the integrity and responsibility of a business. The county, in its sole discretion, may not solicit proposals from, award contracts to, procure, or otherwise enter into business arrangements with any person, business, corporation or other organization that is noncompliant. If a vendor is suspended, proposed for debarment, debarred, ineligible or excluded from contracting with another government entity due to environmental non-compliance, the County in its sole discretion, may deem the vendor non-responsible and decline to award a contract.

2. Based on the foregoing, the vendor certifies, to the best of its knowledge, that neither the vendor nor any owner, officer or agent of the vendor:

2.1 is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from the award of a contract or purchase by any federal, state or local agency based on a finding, determination, notice of violation or order of environmental non-compliance;

2.2 is presently indicted or charged by a government entity in a criminal, civil or administrative proceeding with the commission of any offense, violation, or failure to comply with any federal, state, or local environmental law, rule or regulation, indicating a lack of business integrity or business honesty affecting its responsibility as a county vendor;

2.3 has, within the last three (3) years, been convicted, or had a civil judgment or administrative order rendered against it for any offense or violation, including but not limited to environmental noncompliance, indicating a lack of business integrity or business honesty affecting its responsibility as a county vendor;

2.4 has, within the last three (3) years, had a contract/purchase terminated due to an act or omission, including but not limited to environmental non-compliance, demonstrating a lack of business integrity or business honesty affecting its responsibility as a county vendor.

3. Vendor shall require any sub-vendor to disclose in writing, whether at the time of the award of the subcontract, the sub-vendor complies with the certification requirements in subparagraphs 2.1, 2.2, 2.3 and 2.4 above.

4. Vendor shall immediately notify the county in writing if, at any time before the award, the vendor learns that its certification was erroneous when submitted or has since become erroneous because of changed circumstances.

5. If it is later determined that vendor knowingly rendered an erroneous certification under this provision, in addition to other available remedies, the county in its sole discretion, may terminate the contract/purchase for default.

Attachment D
County Standard Terms
For the Development Agreement and/or Lease Agreement

INDEMNIFICATION

The Developer agrees to indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by the Developer, its agents, representatives, officers, employees or subcontractors in the performance of this Agreement.

ETHICAL STANDARDS

The Developer represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07 (2011); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

LABOR REGULATIONS AND REQUIREMENTS

The Developer agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state and local labor laws. The Developer shall indemnify and hold the County harmless from and against any and all claims for liability arising out of any violation of this paragraph or the laws referenced by the Developer, its agents or employees.

GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

The Developer acknowledges that the County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901 (2011). As a result, the County is required to disclose certain information and materials to the public, upon request. The Developer agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County Representative for response by the County.

Generally, any document submitted to the County is considered a "public record" under GRAMA. Any person who provides to the County a record that the person

believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

ASSIGNMENT

The Developer shall not assign or transfer its rights, interests, or obligations under this Agreement, without the prior written approval of the County. The County reserves the right to assert any claim or defense it may have against the Developer and against any assignee or successor-in-interest of the Developer.

COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state, and local laws, rules, and regulations in the performance of its duties and obligations under this Agreement. Any violation by the Developer of applicable law shall constitute an event of default under this Agreement and the Developer shall be liable for and hold the County harmless and defend the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. The Developer is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

INSURANCE

The parties agree that the Developer is responsible for obtaining and maintaining, and for causing each of Developer's agents, employees, representatives, affiliates, advisors, consultants, professionals, contractors or subcontractors, sublessees or licensees or anyone taking by, through, under, directed or retained by or commissioned or contracted by the Developer (collectively, the "Developer's Representatives") to obtain and maintain, at its or their sole cost and expense, adequate insurance (including, but not limited to, casualty, commercial general liability, professional liability, automobile liability, builders' risk and other applicable insurance) in such amounts as may be appropriate under the circumstances to protect its interests in the Property and as set forth in the Agreement to cover contractual liability.

(Specific policy types or policy limits may be specified during the drafting of the document.)

USE OF PREMISES

The Developer shall use the Property for any lawful use permitted in the zone by Salt Lake City, except as restricted below, that benefits the citizens of Salt Lake County and that is approved by the County in writing.

COUNTY'S INTERESTS IN DEVELOPMENT GOALS

The County reserves the right to reevaluate the Agreement if the development isn't meeting the original intent of the RFP Development Goals.

TAXES, FEES, AND ASSESSMENTS

The Developer shall be responsible to pay all applicable taxes, fees, and assessments.

ONGOING RELATIONSHIP

The County has the right to review the design documents at stated design development milestones to ensure the RFP Development Goals are being met.