



RESIDENTIAL DEVELOPMENT PROJECT
REQUEST FOR PROPOSAL

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IMPORTANT DATES

Release of Request for Proposals	November 1, 2019
Optional Pre-Bid Meeting	November 13, 2019 at 10:00 AM
Requests for Clarification/Questions	November 22, 2019
Proposal Deadline	December 11, 2019 at 5:00 PM

CONTACT

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435-564-3448
cblack@greenriverutah.com

BACKGROUND

The City of Green River has an identified need for additional affordable housing. A lack of entry-level home ownership opportunities is causing a significant barrier to an efficient and functional housing market in Green River. The City of Green River (the “City”) has a 3.2-acre plot of land located one block south of Main Street which the City would like to see developed into entry-level housing options.

RFP PURPOSE

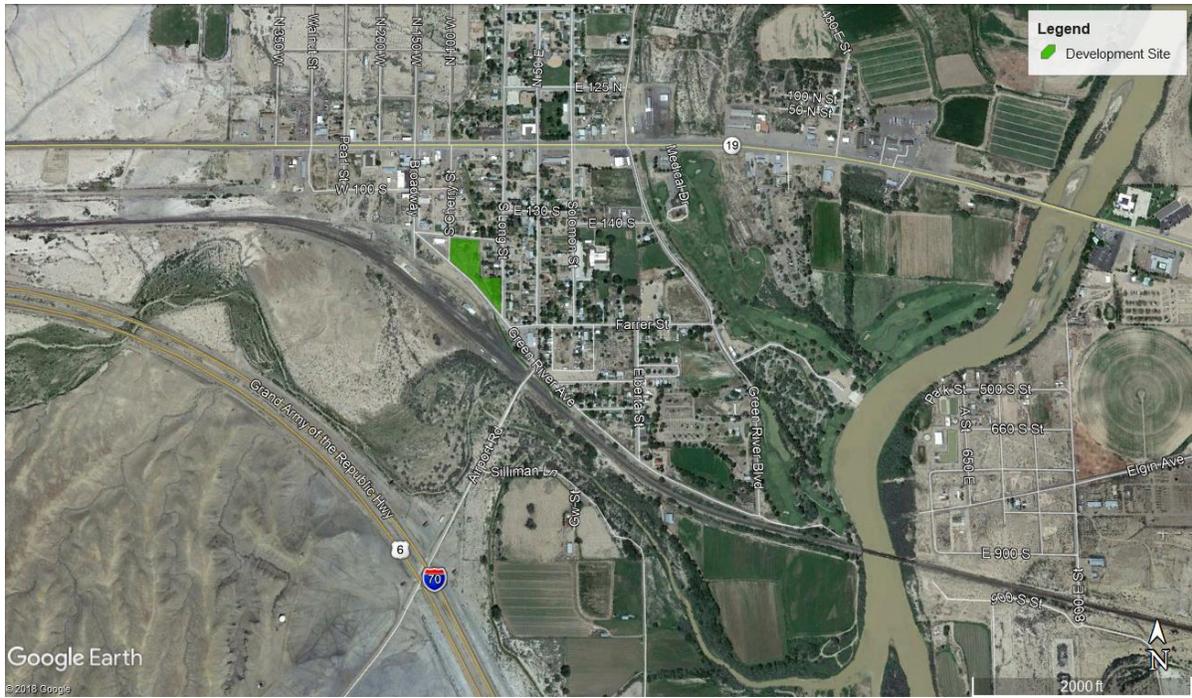
The City is requesting Proposals from qualified respondents for development of the City-controlled property into entry-level housing options. The City would like to have units with two or more bedrooms and two or more bathrooms. Either for sale or for rent types would be viable options, with a rental rate of \$600-\$900 or a targeted sales price of less than \$200,000. The City intends to enter into a Purchase and Sale Agreement (PSA) to sell this land to the selected developer. The land sale may be incentivized, contingent on how the proposed development will achieve the City’s goals of providing positive community impact. The City is open to alternative project structures including differences in the precise design, number, income level, and alternative land ownership arrangements provided the proposed structure will facilitate the creation of affordable housing units on the site. The PSA will contain conditions to protect the City’s interest in facilitating the development of affordable housing and for non-performance, such as a buy back provision, Conditions, Covenants, & Restrictions (CC&R’s) recorded on the land, and deed restrictions. It is the intent of this Request for Proposal (“RFP”) to set forth the minimum acceptable requirements for proposals.

PROJECT LOCATION

The City of Green River is located along I-70 in Emery County, right on the border of Grand County. The City provides residents a great quality of life through a rural environment, low cost of living, proximity to tremendous outdoor recreation assets, and access to well-maintained infrastructure.

Green River is a perfect base camp area for recreation in Southern Utah and is located less than 45 minutes from Arches National Park, 1 hour from Canyonlands, 1.25 hours from Capitol Reef, and is close to the Goblin Valley State Park and San Rafael recreation area. It would be difficult to find a place anywhere else in the State that has such great access to outdoor recreation with such a low cost of real estate.

The Project consists of one parcel of approximately 3.2 acres in the southern area of the City of Green River, as seen in the maps below. The site is in close proximity to local businesses with the Melon Vile grocery store and Ray’s Tavern, a staple of the community, both within walking distance. The site is also located near Green River State Park, and an Amtrak passenger train station. The site is zoned C-1, which allows for residential use. Topography is flat with a canal abutting the northeast property line and running through the lower portion of the property. The City provides water and sewer utility services. Water and sewer lines are located to the north and south of the property and connections to existing lines would be required. A drainage retention pond will also need to be developed on site to retain stormwater runoff. See Appendix III for utility locations and capacity.



RFP REQUIREMENTS

Responses to this RFP should include:

1. A plan for development of the project, including project description, timeline, estimated costs, and construction phasing (if determined necessary).
2. A proposed land acquisition price and justification.
3. Resumes for key personnel who will be involved with the Project.
4. Overview of similar projects the development team was involved in, including team members' specific involvement, current status, project management responsibilities, development cost, and extent to which public-private partnerships were utilized. Include contact information of public entities and other agencies that were involved in the developments.
5. A minimum of 3 references pertaining to the Development Team's performance on projects of a similar scale, type, and complexity. The Respondent's risk of nonperformance or poor performance will be evaluated based, in part, on reference checks.
6. Signed Appendix I: Liability Waiver and Appendix II: Non-Collusive Affidavit.

EVALUATION AND SELECTION CRITERIA

The City anticipates selecting one or more of the Respondents, but there is no guarantee that any Respondent will be selected. In addition to evaluating RFP responses based on the four RFP requirements listed above, the City will evaluate each proposal based on the criteria below:

- **Development Type**—Since the primary objective of the Project is to satisfy affordable housing needs, the Respondent's ability to understand and speak to this need will be evaluated. The City would like to have units with two or more bedrooms and two or more bathrooms. Either for sale or for rent types would be viable options, with a rental rate of \$600-\$900 or a targeted sales price of less than \$200,000. The response should include proposed housing types, building materials, energy efficiency improvements, and price points.
- **Resume**—The track record and experience of the Respondent, as demonstrated by his/her participation and success in the financing, tenant recruiting, landlord services, development, construction, and marketing of similar types of projects.
- **Financial Feasibility** - The ability of proposed budgets to adequately meet project needs and goals.
- **Quality of Submittal**—The quality of the Response, as evidenced, for example, by the responsiveness to the submittal criteria, clarity, readability, and brevity of the proposal.
- **Approach**—The process or approach contemplated by the Respondent to achieve the objectives set forth by the City. This could include an evaluation of the Respondent's proposed phasing/build out schedule, ability to address market needs, understanding of the community, and assurances that the entire project will be completed.
- **Team Management**—The strength of the Respondent, with emphasis on a strong organizational structure and highly qualified senior management.
- **Timeliness**—Capability to complete the project in a timely manner.

Proposals will be scored based on the following scoring matrix with a total of 100 point available:

Criteria	Available Points
Development Type	30
Resume	15
Financial Feasibility	15
Quality of Submittal	10
Approach	10
Team Management	10
Timeliness	10
Total	100

The City may take any of the following actions after reviewing the submitted materials:

- Contact Respondents and request additional materials or supporting information.
- Contact Respondents for an in-person interview.
- Enter into direct negotiations with a Respondent.
- Re-advertise and/or re-issue the original RFP or an amended RFP.

PROPOSALS PREPARED AT DEVELOPER’S EXPENSE

Response to this RFP is done at the Respondent’s sole risk and expense. All costs associated with preparing and submitting a response to this RFP shall be the sole responsibility of each Respondent.

The City, at its sole discretion, reserves the right to accept or reject submittals received in response to this request, to negotiate with any qualified Responder, or to cancel this RFP, in whole or in part. Failure to provide any of the requested data within the specified submission period may cause the City, at its sole discretion, to reject the submittal or require the data to be submitted forthwith.

ORIGINAL WORK

All Responses submitted must be the original work product of the Respondent. The copying, paraphrasing, or other use of substantial portions of the work product of another Respondent is not permitted unless legally enforceable permission has been secured from that other party. Failure to adhere to this instruction will cause the City to reject this Response.

PERIOD OF VALIDITY

All submitted materials in response to the RFP shall remain valid for a period of six months from the date of submission. All proposal will become the property of the City and will become public documents.

CLARIFICATION REQUESTS & OTHER COMMUNICATION

Except for written responses provided by the contact person described below, the City has not authorized anyone to make and/or represent the subject matter of this RFP. All requests for clarification or additional information regarding this RFP must be submitted in writing to the contact person described below no later than the Requests for Clarification/Questions deadline (see Timeline). The contact person will endeavor to respond to such requests for clarification or additional information and if the contact person deems, in his/her sole and absolute discretion, that such response is of general applicability, the response, if any, will be posted on the City's website (which constitutes a written response). Firms responding to this RFP are encouraged to review the website frequently.

Respondents, team members, and its consultants are prohibited from communicating in any manner about this project with any of the members of the City staff, Mayor, the City Council, or other elected official or City-related party during this process, notwithstanding the foregoing procedure. All questions during this period should be submitted in writing at the address below, or to cblack@greenriverutah.com. Any other means of communications between Respondents, their consultants, the City, or City elected officials and employees, notwithstanding the foregoing procedure, may disqualify the respondent.

ACCURACY OF RFP

All facts and opinions stated within this RFP and in all supporting documents and data, are based on the best available information from a variety of sources at this time. No representation or warranty is made with respect thereto. The selected developer will be responsible for accepting or verifying the accuracy for all information presented herein and conducting all feasibility analyses required to undertaking the development.

The City makes no representation about the conditions of the site, including utilities, soils, hazardous materials, or other surface or subsurface conditions. The respondent shall make its own conclusions concerning such conditions. Information provided in this RFP, made available on the website, or otherwise attached, or provided by City staff or consultants, is provided for the convenience of respondents only. The accuracy or completeness of this information is not warranted by the City. The use of any of this information in the preparation of a response to the RFP is at the sole risk of the respondent.

WAIVER

The City reserves the right to select a limited number of candidates for interviews or to select a developer without conducting interviews. Competing responses will not be released to the public until the City recommends selection of the development team. The City reserves the right to disqualify any submission that does not comply completely with the submission requirements outlined in this document. The City further reserves the right to reject any and all submissions at its sole and absolute discretion. The City may amend or terminate selection procedures at any time in its sole discretion.

By submitting a response to the RFP, each Respondent expressly waives any and all rights that it may have to object to, or judicially challenge the following:

1. The site inspection;
2. The solicitation, including, but not limited to, the conditions of the request and selection procedure sections of the RFP; and
3. The RFP, evaluation and award process, including, but not limited to, the qualifications of the developer, evaluation of initial proposals, selection of the finalists, evaluation of responses to the RFP, or other aspects of the Development Team selection and award.

Accordingly, the developer must complete and sign the liability waiver in Appendix I.

NON-COLLUSIVE AFFIDAVIT

The Respondent shall not collude in any manner or engage in any practices with any other Respondent(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the Respondent's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

Accordingly, in the interest of a fair, equitable selection process, developers shall sign the non-collusive affidavit attached hereto as Appendix II.

COMPLIANCE WITH EXISTING LEGAL COMMITMENTS

Submitted Proposals must comply with all existing legal commitments to third parties, which have previously been entered into by the City and/or another party with rights to the Project.

LIABILITY AND INSURANCE REQUIREMENTS

The selected developer will be required to maintain General Liability, Worker's Compensation, Automobile Liability, Professional Liability, and other forms of insurance with firms authorized to do business in the State of Utah during the duration of performance of activities pursuant to this RFP. Endorsements naming the City as additional insured and waving rights of subrogation against the City will be required. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. The developer will also be required to indemnify the City against claims and obligations due to actions and activities of the Development Team. Terms of required insurance and indemnification will be included in the development agreement.

PUBLIC INFORMATION

Responses will be placed in the public domain and will become public records subject to examination and review by any interested parties in accordance with the Government Record Access Management Act. All materials submitted in response to this RFP will become the property of the City and will be managed in accordance to the Government Record Access Management Act.

Any proposal that contains language purporting to render all or significant portions of the Proposal “Confidential”, “Trade Secret”, or “Proprietary” or fails to provide the exemption information required as described below, will automatically be considered as public records in its entirety and shall be subject to disclosure to the requesting party without further consideration or notice.

Do not mark your entire proposal as “Confidential”.

The City will not disclose any or part of any Proposal before it announces a recommendation for selection on the grounds that there is a substantial public interest in not disclosing Proposals during the evaluation process. After the announcement of a recommended award, all Proposals will be subject to public disclosure. If the Respondent believes that there are portions of the Proposal that are exempt from disclosure under the provision in the Government Record Management Act, the Respondent must mark it as such and state the specific provision in the Government Record Access Management Act that provides the exemption as well as the factual basis for claiming the exemption.

Although the Government Record Access Management Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a Respondent submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret”, or “Proprietary”, the City will provide Respondents who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

TIMELINE

Respondents’ submissions are due no later than 4:00 PM Mountain Standard Time on October 4, 2019. No additional submittals will be allowed after this time. The City reserves, however, the right to issue written notice to all participants of any changes in the proposal submission schedule or other schedules, should the City determine, at its sole and absolute discretion, if such changes are necessary.

Respondents will be contacted after the City has adequate time to review all proposals.

CONTACT PERSON & SUBMISSION

Any requests for clarification should be directed to the contact person below. Interested firms should submit two (2) bound copies and one (1) electronic copy in PDF format of their Response to:

Conae Black
Green River City Administrator/City Recorder
460 East Main Street
P.O. Box 620
Green River, Utah 84525
435-564-3448
cblack@greenriverutah.com

Responses must be limited to 30 pages and in 8.5 in. by 11 in. format. Any materials that are larger than this size should be folded to fit into the 8.5 in. by 11 in. format. The outside of the package should be clearly marked with the following: **RFP Residential Development**. The subject line of email submissions should be the same.

The deadline for receipt of two hard copies and one electronic copy of the responses to this RFP is 5:00 PM MST on December 11, 2019. It is the responsibility of the Respondent to ensure that the response is received by the City prior to the deadline.

Appendix I: Liability Waiver

The information in this RFP is intended to provide general information regarding the development opportunities with the City of Green River. This information is not intended or warranted to be a complete statement of potential development issues and/or procedures to which the developer may be subject, nor is this information intended to be a complete statement of all the information the developer might be required to ultimately submit.

All facts and opinions stated herein and in any additional information provided by the City of Green River, its officers, officials, employees, attorneys, agents, representatives, or its consultants (herein collectively "City"), including but not limited to surveys, statistical and economic data and projections, are based on available information and no representation or warranty is made with respect thereto.

This RFP does not commit the City to pay any costs incurred in the preparation of a response. The City reserves the right to accept or reject any proposal in part or in its entirety. The City further reserves the right to request and obtain, at no cost to the City, from one or more of the developers who submit proposals, supplementary information may be necessary for the City staff and/or its consultants to analyze the submitted responses to this RFP.

The City reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or other schedules, should the City determine, in its sole and absolute discretion, that such changes are necessary. However, given the uncertainty of Public Record Law, the undersigned hereby waives all rights, releases and holds harmless, the City in case of disclosure, required accidental, or otherwise. The proposing entity, by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

Signature

Name and Title

Name of Business

City/State/Zip Code

Phone

Appendix II: Non-Collusive Affidavit

AFFIDAVIT by _____,

THAT he/she is the owner or manager of _____, “developer” herein, the part making a proposal for development of the Project, that such proposal is genuine and not collusive or a sham; that developer has not colluded, conspired, connived or agreed, directly or indirectly, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person, to fix any term of the proposal or that of any other proposer on the Project to secure any advantage against the City of Green River, and that all statements and information in the proposal are true.

FURTHER, developer hereby certifies under penalty of perjury that neither he/she nor any other person associated therewith in the capacity of owner, partner, director, officer, or manager has been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past five (5) years.

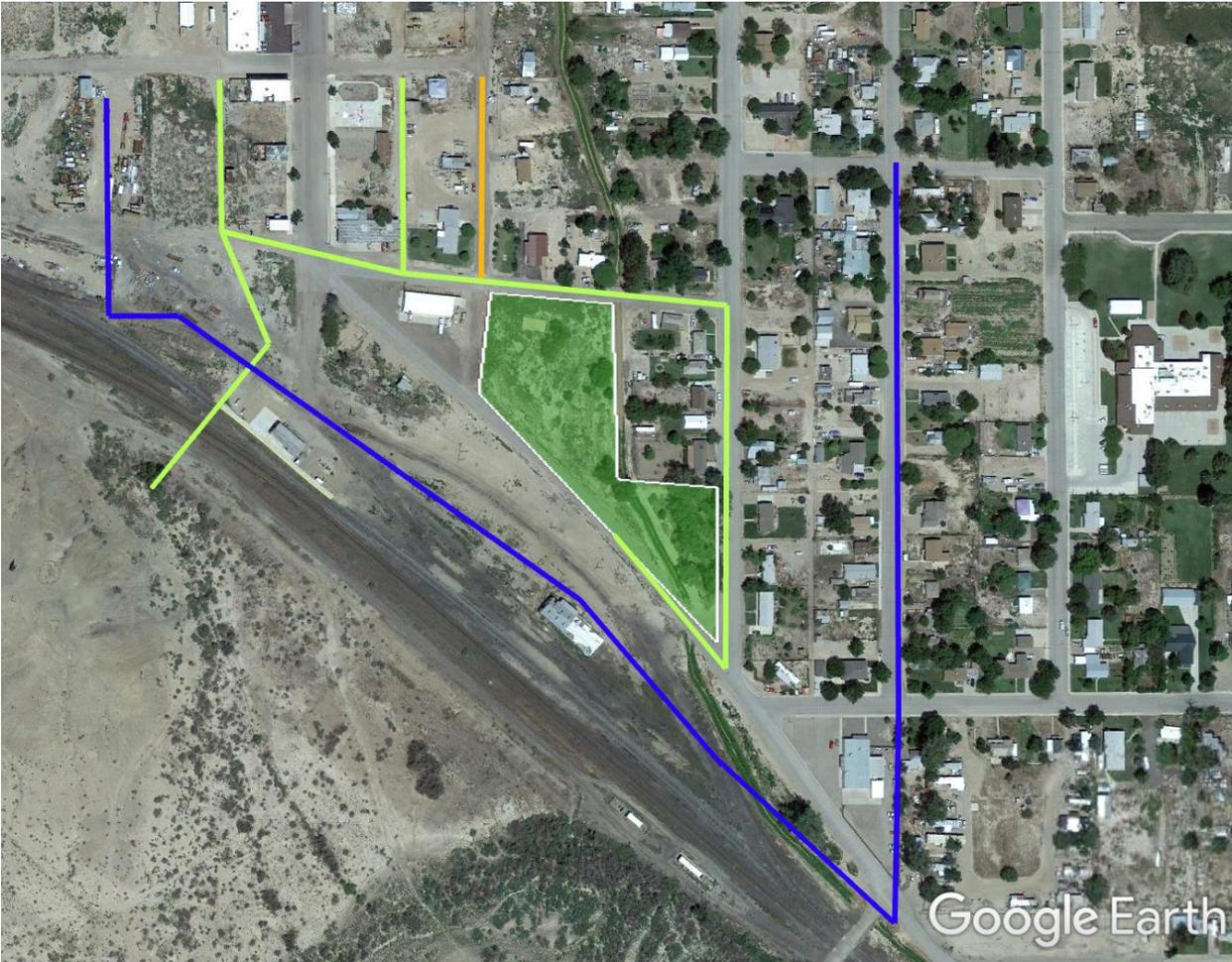
Signature

Title

Date

APPENDIX III - UTILITY INFORMATION

Culinary Water Lines



Blue - 10" Line
Green - 6" Line
Yellow - 4" Line

Sewer Lines



Green - 18" Line
Yellow - 15" Line
Pink - 8" Line