

# Magna Main Street

**Façade Improvement Grant**

**Request for Applications  
(grantees)**

**Issue date: July 15, 2022**



**REGIONAL DEVELOPMENT**

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## Program overview and purpose

The Façade Improvement Grant Program was created as part of a larger economic development strategy for the Magna Main Street project area. The program aims to make durable investments into the façades of selected buildings in the project area to improve the area’s aesthetic, attract private investment, increase property values, and increase economic activity. The grant is funded by a \$500,000 total allocation from the Salt Lake County Regional Development Agency (the “RDA”), of which \$150,000 has been reserved for projects in 2022. There is no limit on the total cost of a proposed project; however, the County’s total contribution toward a single project is capped at \$50,000.

Selected grant applicants shall enter into an agreement with the RDA that stipulates the terms and conditions of receiving funding and outlines the scope of work to be completed. Upon contract execution, a general contractor—selected by the grant recipient and approved by the RDA—will schedule and complete the project.

## Application process

All applications are to be submitted by completing [this online application form](#). Note that the form is dynamic, and additional fields may become visible depending on the values of other fields.

The form will capture information related to the following areas:

- The applicant
- The business owner
- The parcel/building owner
- The parcel/building
- The business
- The project

## Application review

Upon closure of the open application period, all submitted applications will be screened to ensure eligibility requirements are met; any ineligible applications will be discarded. The remaining pool of applications will be reviewed for thoroughness and clarity. If there are any questions or ambiguities that need to be clarified, the applicant will be contacted to resolve the concerns. The pool of applications will then be reviewed and scored by the Selection Committee.

## Application awards

Once all applications are reviewed and scored by the Selection Committee, funds will be awarded successively from the highest-scoring applications to the lowest-scoring applications until all allocated funds are depleted. Applicants who do not receive funding for reasons other than ineligibly are encouraged to reapply in the next open application period. Applicants who are awarded funding may also reapply in subsequent application periods to fund additional projects.

## Business and building eligibility

To be considered eligible, the following conditions must be met:

- The business applying for grant funding must be a for-profit commercial entity

- The business applying for grant funding must have a current registration with the Utah Division of Corporations and Commercial Code
- The business applying for grant funding must have an active business license in the region of operation
- The business applying for grant funding must not be the defendant in any pending legal cases
- The business' physical address where the façade work will be performed must be located within the geographic boundaries of the project area. See Exhibit A for area map.
- The building owner must provide written authorization for the façade work to be performed
- The building must have at least 50% of its total floor area dedicated to commercial use
- The building must maintain at least 50% its total floor area for commercial use for a minimum of five (5) years after completion of façade work

## Project element eligibility

For a project element to be considered eligible, it must be on the building's exterior and be substantially visible from Magna Main Street. The list below offers a generalization of eligible project elements; however, the list is not comprehensive, and other elements may be considered on a case-by-case basis.

### Eligible elements

- Awnings
- Doors
- Gutters & downspouts
- Lighting
- Exterior restoration
- Painting
- Railings
- Removal of barriers to access for people with disabilities
- Signage affixed to the building
- Soffits & fascia
- Trim
- Tuck-pointing & brick work
- Windows

### Ineligible elements

- Anything interior
- Anything related to parking lots
- Anything related to landscaping
- Anything related to public sidewalks
- Signage that is not affixed to the building
- Equipment or furnishings
- New construction & additions
- Anything related to property acquisition
- Anything related to fencing, aside from removal

## Project element design requirements

- Façade improvements should make a noticeable contribution to Magna Main Street revitalization efforts

- The proposed design should be consistent with the aspirational character of and vision for Magna Main Street
- Façade improvements should support and enhance pedestrian accessibility and be pedestrian-oriented
- Improvements shall conform to local and national historic district guidelines, if applicable
- Significant architectural features should be repaired and preserved rather than replaced; if replacement is required, design and materials should be consistent with the aspirational character of and vision for Magna Main Street

## Timeline

The table below outlines the timeline from the application’s open through coordination with the general contractor. This timeline is subject to change. The timeline for work completion will be discussed with the general contractor during the contractor coordination period in September.

| From               | To                 | Duration | Description                    |
|--------------------|--------------------|----------|--------------------------------|
| Jul 15, 2022 (Fri) | Aug 15, 2022 (Mon) | 32 days  | Application period             |
| Jul 22, 2022 (Fri) | Jul 22, 2022 (Fri) | 1 days   | Pre-application conference     |
| Jul 29, 2022 (Fri) | Jul 29, 2022 (Fri) | 1 days   | Questions due                  |
| Aug 15, 2022 (Mon) | Aug 15, 2022 (Mon) | 1 days   | Application closes             |
| Aug 15, 2022 (Mon) | Aug 22, 2022 (Mon) | 8 days   | Review period                  |
| Aug 22, 2022 (Mon) | Aug 31, 2022 (Wed) | 10 days  | Selection period               |
| Sep 01, 2022 (Thu) | Sep 30, 2022 (Fri) | 30 days  | Award and contracting period   |
| Oct 03, 2022 (Mon) | Project completion | x        | Contract administration period |

### Grant proceeds to be paid directly to the general contractor

Each grant recipient will be expected to enter into two separate contracts: first, the recipient will enter into an agreement with the RDA whereby the RDA will agree to pay the general contractor for the work performed on the recipient’s project up to the amount of the grant awarded; second, the grant recipient (and/or the property owner, if applicable) will enter into an agreement with the general contractor whereby the contractor will agree to perform the actual construction work. Thus, the grant recipient is expected to establish a contractual relationship with its general contractor, independent of the RDA. Meanwhile, the grant recipient’s agreement with the RDA will ensure that its general contractor receives payment for the work performed up to the amount of the grant awarded; amounts in excess of the grant must be paid by the recipient, the building owner, or some other source.

## Application scoring and selection

An application’s competitiveness will be scored based on the following criteria:

### **40% Increased curb appeal and durability of the investment**

- The extent to which the proposed project will beautify the area and increase the curb appeal of the street
- The more an application can demonstrate how its proposed project will successfully increase the curb appeal and add value to the area, the greater score it will be given
- Considers the useful life of the proposed project and the long-term impact the project will have on the area as a whole

### **30% Contribution to economic activity and fit with the long-term vision and goals of the area**

- Fit includes alignment with area's desired present and future look, feel, and design
- Considers how the proposed project will increase pedestrian traffic and economic activity for the entire street

### **10% Clarity of the scope of work to be done**

- Is there a clear and defined plan for the work to be done?

### **20% Owner contribution percentage**

- Will the project be funded entirely by the grant, or will the owner secure additional funding from other sources, including making its own contribution toward the total cost of the project?
- Additional contributions toward the total cost of the project are not required; however, projects with larger relative contributions will be given higher scores

### **Evaluation and scoring criteria**

The application will be evaluated, scored, and ranked by a selection committee. Each member of the committee will be provided a score sheet to complete the application evaluation utilizing the point system listed below. Committee members will individually score the applications and rank them 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc., according to their total score.

### **The following point system is utilized to score applications**

#### **Excellent (5)**

- If the application exceeds all requirements and expectations and appears to have a high probability of making a valuable contribution to the area, a score of (5) is given.

#### **Good (4)**

- If the application meets all requirements and expectations and appears to have a moderately high probability of making a valuable contribution to the area, a score of (4) is given.

#### **Acceptable (3)**

- If the application falls short of some of the requirements and expectations and appears to have moderate probability of making a valuable contribution to the area, a score of (3) is given.

#### **Poor (1-2)**

- If the application falls short of most of the requirements and appears unlikely offer a valuable contribution to the area, a score of (1-2) is given.

#### **Unacceptable (0)**

- If the applicant completely fails the requirements and expectations, a score of (0) is given.

### **Recommended award**

After the selection committee has completed its evaluation process, it will then present a recommendation for award to the proper signing authority for authorization to negotiate a contract with the top-ranked applicants.

### **Debrief meetings**

Debrief meetings with the selection committee members will not be allowed.

### Written agreement required

Selected applicants must agree to all requirements in the RFA scope of work. Selected applicants must also be willing to enter into a written agreement with the RDA; an Example Agreement can be found attached as Exhibit B.

If you wish to request alterations to the RFA, including any of the terms of the example RFA Agreement or any of the exhibits, attachments, or addenda, **the alterations must be specifically identified in your application with reasonable alternatives presented**. Any such exceptions must be submitted in a separate document/attachment in this RFA's submission form. Only those alterations so specified will be available for discussion or negotiation. Applicant understands that deviations from the Example Agreement are made at County's sole discretion.

Applicants are advised that County is not bound by the terms of the RFA until a written agreement is fully executed; any activity taken by Applicant before full execution of a written agreement is done at Applicant's sole risk.

## **Notice to applicants**

By applying for this RFA, Applicant understands and agrees to the following:

### (A) Government Records Access and Management Act (GRAMA)

Salt Lake County and the RDA are governmental entities subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, the County and the RDA are required to disclose certain information and materials to the public, upon request. Generally, any document submitted to the County or the RDA is considered a "public record" under GRAMA. Any person who provides to the County or to the RDA a record that the person believes merits protection under subsection 63G-2-305(1) or (2) must submit with their application 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 RFA as Exhibit C. **All documents submitted in response to this RFA will be treated as public records by GRAMA, unless a claim of business confidentiality has been properly made and approved by the County. All proposed costs/pricing/fees submitted to the County or the RDA are public records. An entire application cannot be identified as "PROTECTED," "CONFIDENTIAL," or "PROPRIETARY" and may be considered non-responsive if marked as such.**

### (B) Copyrighted material waiver

If the application contains copyrighted or trademarked materials, by submitting its application Applicant grants RDA the right to use, reproduce, and publish the copyrighted or trademark materials in any manner RDA deems necessary for conducting RDA business and for allowing public access to the responses under GRAMA or otherwise, including but not limited to photocopying, RDA Intranet/Internet postings, broadcast faxing, and direct mailing.

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

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

(C) Restrictions on communications

From the issue date of this solicitation until an Applicant is selected and the selection is announced, Applicants are prohibited from communications regarding this procurement with agency staff, evaluation committee members, or other associated individuals EXCEPT the Buyer overseeing this procurement. Failure to comply with this requirement may result in disqualification.

(D) RFA cancellation

This RFA may be canceled at any time before the execution of a written agreement if deemed in the best interests of the County or the RDA. This includes cancellation of the RFA after an award has been made but before the execution of a written contract. The applicant is not entitled to recover any costs related to the preparation of the application due to cancellation of the RFA or withdrawal of an award before the execution of a written agreement.

(E) Firm pricing

All prices, quotes, or applications are to remain firm for 120 days after the closing date unless a different period is stated in the RFA. Any application that does not offer to remain firm for the required period may be considered non-responsive.

(F) Costs

Applicants bears all costs and expenses related to this RFA including, but not limited to, preparation and delivery of the application, attending the pre-application conference, and attending the interview.

(G) Licensing

All applicable federal, state, and local licenses must be acquired before the contract is entered into between RDA and the selected Applicant. 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](http://www.commerce.utah.gov).

(H) Changes or modifications

Any changes or modifications to the RFA will be made by written addendum. Applicants submitting an application based on any information other than that contained in the RFA and any addenda, do so at their own risk.

(I) Receiving applications

Salt Lake County Division of Contracts and Procurement will administer receipt and opening of all applications. Applications will be held, unopened, by Contracts and Procurement in the same condition as received if delivered before the date and closing time designated in the RFA. After the closing time, only the identity of each Applicant will be made public. If only one application is received in response to the RFA, Contracts and Procurement, in coordination with the agency requesting the project, may recommend entering into a contract with the single Applicant if the conditions cited above are met. Alternatively, Contracts and Procurement may re-solicit to obtain additional applications.

(J) Modifying or withdrawing applications

Applicants may modify or withdraw their applications at any time before the closing time. Requests to modify an application before the closing time must be made in writing to Salt Lake County Division Contracts and Procurement.

(K) Rejection of applications

May application containing significant deviations from the specifications of the RFA will be considered non-responsive and may be rejected in whole or in part.

(L) Additional applications

The County reserves the right to allow submission of additional applications beyond the Application due date. With the exception of the date-certain timelines of this RFA, these additional applications shall be subject to the other requirements of the RFA and processed in the same manner and according to the same standards as all other applications submitted pursuant to this RFA.

(M) Protests

Under Salt Lake County Code of Ordinances § 3.25.080, a protest regarding the RFA document must be submitted in writing before the RFA closing date. All other protests must be submitted in writing within five (5) business days after notification of the award is posted on U3P. A protestor may file only one (1) protest after the RFA closing date. Protest letters must specifically and completely state the facts that the protestor believes constitute an error in the RFA document or the award.

(N) Free and competitive selection

Any agreement or collusion among prospective Applicants to fix a price or limit competition will render the application void, and such conduct is unlawful and subject to criminal sanction. By applying, Applicant 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.

(O) Ethical standards

Applicant represents that it has not: (a) provided an illegal gift to any RDA or County officer or employee, or former RDA or County officer or employee, or any relative or business entity of an RDA or County officer or employee, or relative or business entity of a former RDA or 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 to secure business; (c) breached any of the ethical standards outlined 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 RDA or County officer or employee or former RDA or County officer or employee to breach any of the ethical standards outlined in State statute or Salt Lake County ordinances.

(P) Campaign contributions

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by Applicants to County candidates. Salt Lake County Code of Ordinances § 2.72A. Applicant 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 over \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Applicant further acknowledges

that violation of those provisions governing campaign contributions may result in criminal sanctions as well as the termination of this Agreement.

(Q) Reasonable accommodations

Reasonable accommodations 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 385.468.0300. TTY users may call 711.

(R) Environmentally responsible procurement practices

County has implemented environmentally responsible procurement practices. Please refer to Exhibit D.

(S) Notice to retirees of Utah Retirement Systems ("URS")

The RDA is a URS "participating employer." Agreeing with RDA 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" under Utah Code Ann. § 49-11-504 to -505. In addition, Applicant is required to notify the RDA immediately if a retiree of URS is Applicant, or an owner, operator, or principal of Applicant. The applicant 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.

(T) Employee status verification system

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