

REQUEST FOR PROPOSALS

Sugar House Park Authority

**Garden Center Building
Development & Management**

RFP #SHPA19

Date of Issue: January 11, 2019

Sugar House Park Authority

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Part 1: Overview and Instructions

1.1 Purpose of the RFP

Salt Lake County (County) on behalf of the Sugar House Park Authority (the Park Authority) is soliciting proposals from highly qualified and financially capable individuals and businesses to provide a public private partnership with the Park for the development, design, financing, renovation, operation & maintenance of the Garden Center building located at the North East corner of Sugar House Park approximately 1602 East, 2100 South, Salt Lake City, Utah.

Through the RFP process, the Park Authority intends to select an interested party and initially enter into a Memorandum of Understanding (MOU) with the selected party. The Park Authority also intends to enter into a subsequent negotiated Management Agreement with the selected party.

This RFP is intended to provide interested Proposers with sufficient minimum requirements. The requirements in the Scope of Work for this RFP are not intended to limit a proposal's content or creativity. Proposers may submit innovative ideas, new concepts, and optional features in response to this RFP. Proposers are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP. However, Proposers must address the needs and requirements stated in the Scope of Work of this RFP.

The award of additional features beyond the minimum requirements is in the Park Authority's sole discretion, and will be clearly identified in the resulting contract if it is deemed appropriate by the Park Authority and falls in line with the initial RFP Scope of Work.

1.2 Deadline for Proposal Submission

Sealed proposals must be logged and stamped received before **2:00 PM on Thursday, February 7, 2019** at Salt Lake County Contracts & Procurement, 2001 South State Street, Room N4-600, Salt Lake City, Utah 84190-3100. **No proposals will be accepted after the closing date and time.**

1.3 Projected Schedule for the RFP Process

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

<u>Activity</u>	<u>Date</u>
Issue RFP	January 11, 2019
Pre-Proposal Conference	January 25, 2019
Final day to submit questions	January 31, 2019
Proposal Due Date	February 7, 2019
Committee Meeting	February 12, 2019
Proposer Interviews (if needed)	February 19, 2019
Anticipated Notice to Proceed	March, 2019

1.4 Pre-Proposal Conference

A Pre-Proposal Conference, and building tour and inspection will be held on **Friday, January 25th at 9:00 am** at the Sugar House Park Garden Center Building located at 1602 East, 2100 South, Salt Lake City, Utah. Proposers are encouraged to submit their questions in writing before the meeting through the county's online solicitation system the Utah Public Procurement Place (UPPP) powered by Jaggaer / SciQuest at <https://solutions.sciquest.com/apps/Router/Login?OrgName=StateOfUtah&URL=> 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 UPPP.

1.5 Question Submission

Questions may be submitted through UPPP until the deadline for questions submission which is **January 31, 2019 at 2:00 pm**. Answers to the questions will be posted in UPPP for anyone to view. **Do not contact City or County Park officers or employees, or selection committee members.**

Part 2: Scope of Work and Requirements

2.1 Background

The Garden Center building was built as a joint effort between the Association of

Garden Clubs and the Sugar House Park Authority. Since its construction the Association of Garden Clubs has used and managed the building. This included the maintenance, upkeep, private use rental and management of revenue. Their lease has come to an end. The Sugar House Park Authority is looking for a private partner to develop, improve, and manage the Garden Center building and the immediate adjacent area as a unique center for the community. This may include and not limited to an event/reception center, coffee shop or cafe'. The Association of Garden Clubs and their members would still require use of the building during their regular set meetings.

2.2 Scope of Work and Tasks to be Completed

It's the intent of the Park Authority that Garden Center Building remain available to the general public similarly to its current use.

The Park Authority requirements for the Garden Center Building are as follows:

1. The Park Authority will continue to operate and maintain the park.
2. The Park Authority will retain 100% ownership of Sugar House Park, and the Garden Center Building.
3. A long-term land lease of up to 25 years is anticipated with the Garden Center being turned over to the Park Authority at the end of the lease term.
4. In partnership with the Park Authority, the Contractor will develop, design, finance and construct any and all changes to the Garden Center Building and the immediate surrounding area.
5. Contractor will operate and maintain the Garden Center Building, and parking lot.
6. Contractor will set up a reserve fund based upon a percentage of gross revenues for capital improvement expenses.
7. Contractor will pay Garden Center building utilities.
8. Contractor will purchase, maintain and replace all the Fixtures, Furniture and Equipment (FF&E) in the event center. Upon contract termination, all FF&E shall become the property of the Park Authority.
9. Contractor will pay a negotiated rent to the Park Authority.
10. Contractor will provide rights to Association of Garden Clubs and its members to utilize the event center for its functions for a set number of dates, free of charge. The Association of Garden Clubs would provide dates for set number of events no less than 12 months in advance. Any additional requested dates from the Association of Garden Clubs would be accepted in a first come first serve basis and they would pay a discounted rate.
11. Contractor will remain at risk for all aspects of the operation and improvements of the Garden Center Building and adjacent area.
12. Contractor will be responsible for all funding associated with design, construction, operation and maintenance of the Garden Center Building and parking lot.
13. Contractor shall maintain all applicable licenses and insurance required for the development.

14. Anticipated date of lease and occupancy would be July, 2019.

Park Authority is willing to provide the following:

1. The Park Authority will provide lease rights to the selected Contractor to manage and improve a portion of its property.

2.3 Map Of Garden Center building and available adjacent area:



2.4 Length of Agreement

The contract resulting from this solicitation will become effective on the date of execution with a twenty-five (25) year term.

There is no guarantee that contract(s) will be awarded, or that any future contract extensions will be awarded.

The Park Authority reserves the right to review contract(s) on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of the contract.

2.5 Payment

Contractor will pay a negotiated rent to the Park Authority.

The Contractor will set up a reserve fund based upon a percentage of gross revenues for capital improvement expenses.

2.6 Insurance Requirements

Insurance will be required per the amounts listed below. Please refer to the attached example agreement for information concerning insurance requirements.

- A. Workers' compensation and employer's liability insurance as required by the State of Utah.
- B. Commercial general liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate.
- C. Professional liability insurance in the minimum amount of \$2,000,000 per occurrence with a \$3,000,000 annual policy aggregate limit.
- D. Commercial automobile liability insurance that provides coverage in the minimum amount of \$100,000 per occurrence.

2.7 Proposal Format / Submission Requirements

Proposal: Proposals must respond to the elements outlined in the Evaluation and Scoring Criteria and must also conform to the following submission requirements. The program proposals cannot be more than _30_ pages

1. *Cover Summary*: Submit Attachment A proposal cover summary indicating the Proposer's willingness and authority to enter into an agreement with the Park Authority and to agree to all the terms set forth.

2. *Page Numbering:* The program proposals must contain page numbers and not exceed the page number limit specified above.
3. *Table of Contents:* The program proposals must contain a table of contents with references to page numbers.
4. *Tabs:* The program proposals may contain tabs for the sections listed in the Evaluation and Scoring Criteria, but the tabs do not count toward the page limit.
5. *Proposer Request for Protected Information:* 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 per the Request for a Protected Status. If submitting, the Request for Protected Status form must be submitted with the proposal directly behind the cover summary and does not count toward the page limit.
6. *Sealed and Marked Packaging:* The program proposals must be sealed and clearly marked "**Sugar House Park - Garden Center Proposal**" on the outside of the package and on the body of the proposal. All copies must be put into **one** envelope or box and sealed; do not put each proposal copy in a separate sealed envelope.
7. *Number of Proposal Copies:* Submit eight **(8)** printed copies of your proposal + **one (1)** unchanged electronic copy in PDF format on a disk or thumb drive and include in the envelope or box.

Part 3: Response Evaluation and Notice to Proposers

3.1 Evaluation and Scoring Criteria

The program proposal will be evaluated, scored, and ranked by a Selection Committee. Each member of the committee 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 offer 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.

Proposal Elements

The proposal will be evaluated, scored, and ranked by a Selection Committee. Each member of the committee will be provided a score sheet to complete the proposal evaluation. A score 0-5 will be given for each section below.

- 1. Qualifications and Relevant Experience.** Provide Experience and Qualifications Statement containing the following information:
 - A. Submit a brief explanation of why the proposed Contractor is qualified for this Project.
 - B. Qualifications of the Proposer and Available Resources:
 - a. Identify the legal structure of the Contractor and/or consortium of entities (together “Contractor”). Describe the business experience of the Contractor as relates to carrying out projects of this type.
 - C. Describe the organizational structure of the Contractor, including roles. Describe the role of each entity comprising a partnership or consortium presenting a response with respect to carrying out the specifications and requirements of this RFP.
 - D. Furnish examples of no more than five (5) private, public or government projects similar to the requirements of this RFP. However, public or government projects will be given greater consideration. Discuss each project and Contractor’s success in achieving budgets and timelines. These examples should best illustrate the experience of the Contractor and the personnel being assigned to the Project described in this RFP. Provide contact information (name, title, email and phone) for references. County reserves the right to contact any and all references.

2. Project Team. Indicate those principals, partners and other key team members who will be directly involved in the overall project. Provide resumes.

Identify the following:

The person (or persons) who will:

- a. Be the primary point of contact between the Park Authority and the Contractor. Authorized to handle all contractual matters for the Contractor and coordinate all applications, submittals, and meetings related to the Project.
- b. Be ultimately responsible for the quality, costs and timeliness of the Contractor's performance.
- c. Be responsible for the operation and management of the Project and other team members.
- d. Identify other members of the Contractor that provide special expertise or will perform key tasks. Describe their anticipated roles.

3. Proposed Approach. Describe how the Contractor will approach the tasks stated under scope of work and any additional tasks the Contractor recommends.

Contractor will provide:

1. An overall proposed renovation plan for The Garden Center building as well as any changes to immediate surroundings.
2. Identify potential parking issues that could arise from the usage of the facility.
3. Renderings demonstrating of any proposed change its use and building construction, and how the project will be integrated into the park.
4. Plan for operating schedule, maintenance plan, marketing and promotion plan, and capital improvement plan.
5. Estimated costs of the development.
6. A design and construction schedule that shows the sequence of the overall changes, if any, to the building.
7. A list of benefits that will be realized by the Park Authority and the community from the joint venture.
8. A list of requirements or incentives that the development needs from the Park Authority to accomplish the proposed development plan, including any use of surrounding land.
9. Propose terms acceptable to the Park Authority and enter into a MOU and subsequent Management Agreement.

Proposers are encouraged to submit innovative ideas, new concepts, and optional features. However, Proposers must address the needs and

minimum requirements stated in the Scope of Work of this RFP.

4. Timeline. Provide a time schedule stating when the key tasks of your proposal would be completed. This Section must demonstrate the Proposers ability to complete the project within time frames specified and at specified levels as described in the scope of work.

5. Financial Structure/Stability. The capacity to accommodate the financial and other obligations related to the project.

1. Provide a conceptual financial structure for funding.
2. Provide examples of financial structures for other projects similar to those being proposed.
3. Financial Statement from the Contractor.

6. Cost/Revenue Proposed Pricing/Costs/Fees. Provide the following:

1. Estimated costs of the renovation, furniture, fixtures, & equipment.
2. Estimate gross revenue of the facility.
3. Percentage of gross revenues for a reserve fund based for capital improvement expenses.
4. Proposed Lease Rate:

The proposal must include pricing for each of the tasks stated under scope of work and any additional tasks Proposer's firm recommends. The proposal includes all-inclusive delivery to the Park Authority of all services required to complete the project herein which includes: any and all professional fees; and any and all costs the Proposer may incur, including any costs for transportation, lodging, communication, printing, etc.

7. Post Proposal: Interview, Demonstration, and Site Visit.

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

3.2 Memorandum of Understanding

After the Selection Committee has completed their evaluation process, the Selection Committee will then present a recommendation for award to the Park Authority Board for authorization to negotiate a contract with the top-ranked Proposer. At which time a Memorandum of Understanding will be drafted and signed by both parties.

3.3 Written Agreement Required

Acceptance of Conditions

The selected Proposer must agree to all requirements in the RFP scope of work. The selected Proposer must also be willing to enter into a written agreement with the Park Authority.

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 clearly marked as “Requested Alterations.” Only those alterations so specified will be available for discussion or negotiation.

Proposers are advised that the Park Authority 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.

3.4 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):
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, County is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to County is considered a “public record” under GRAMA. Any person who provides to 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, 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 is its own 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 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 park board members, 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. RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of the Park Authority. 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, unless a different period is stated. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.
- F. Costs: Proposers bears 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 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 modification to the RFP will be made by written addendum. Proposer submitting a proposal based on any information other than that contained in County's RFP and any addenda, do so at their own risk.
- I. Receiving Proposals: Salt Lake County Contracts and Procurement will administer receipt and opening of all proposals. Proposals will be held, unopened, by Salt Lake County 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 Park Authority's request, 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: Proposer 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 SciQuest. 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. Reasonable Accommodations: Reasonable accommodations for qualified individuals to attend meetings may be provided upon receipt of a request with two (2) working days' notice.



Attachment A - Request for Proposals Cover Summary

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: <http://slco.org/policies/Countywide>.

Signature of Claimant Representative: _____ Date: _____

Claimant Representative Name and Title: _____