REQUEST FOR QUALIFICATIONS AND FINANCIAL PROPOSALS ("RFQ&FP") FOR THE DEVELOPMENT OF THE UTA SANDY CIVIC CENTER TRAX STATION AT 10000 SOUTH SANDY, UTAH

RFP # UT10-023GL

The Utah Transit Authority (UTA) is issuing this RFQ&FP for the development of the 48 acres Sandy Civic Center TRAX Station site located at 10000 South, Sandy, Utah.

Copies of this RFQ&FP can be obtained from:
Mr. Gregg Larsen, Grants & Contracts Administrator
669 West 200 South
Salt Lake City, UT 84101
Email: glarsen@rideuta.com

Proposals are due at UTA’s Frontlines Headquarters
Attn. Mr. Gregg Larsen
669 West 200 South
Salt Lake City, UT 84101
by 2:00 p.m. MST on December 16, 2010

November 17, 2010
REQUEST FOR QUALIFICATIONS AND FINANCIAL PROPOSALS
(“RFQ&FP”)

The Utah Transit Authority (“UTA”) is requesting qualifications and financial proposals from responsive, responsible, qualified parties interested in developing 48 acres of property at the UTA 10000 South Sandy Civic Center TRAX station in Sandy, UT. The objective is to build a village that will increase ridership, be high-density mixed use, be a livable community, generate long-term revenue, integrate the station and development in a manner that will encourage and support transit use. The Property is owned by UTA and is within a ¼ mile walking distance of the REAL soccer stadium, Sandy Exposition Center, Sandy City Hall, Sandy Business Park, and SouthTowne Regional Shopping Mall. The site will also have a direct connection to the Dimple Dell preserve providing bicycle, pedestrian and horse trail connections to the Wasatch Mountain Range. Portions of the site are elevated providing expansive views of the Wasatch Mountains and the Salt Lake valley. The selected development entity and UTA will enter into an agreement and other declarations necessary for the development entity to undertake the development of the property.

Complete instructions to proposers are included in this proposal package.

Requests for proposal packages, questions, or requests for clarification should be directed in writing only, NO PHONE CALLS, to UTA Frontlines Offices, Attn: Mr. Gregg Larsen, 669 West 200 South, Salt Lake City, Utah 84101. E-mail address is glarsen@rideuta.com.

Sealed proposals marked “Qualifications and Financial Proposal to Develop the Sandy Civic Center TRAX Station Property” with one (1) original and ten (10) copies (eleven total) should be received by Mr. Larsen at the address stated above any time prior to 2:00 p.m. on Thursday, December 16, 2010. Any proposal received thereafter will be deemed non-responsive and will not be considered for selection. It is the responsibility of the proposer to see that its proposal is received by Mr. Larsen at the time and place specified. The proposals received shall be opened and evaluated by a selection committee in a private meeting. UTA reserves the right to make the selection on the basis of the original proposals without further negotiation or oral interviews. However, UTA may conduct oral interviews and may request answers to questions that arise based on the information submitted.

The development entity selected will be required to comply with all applicable federal, state and local laws, regulations and certifications, as well as equal employment opportunity laws and regulations. As part of the proposal requirements, all proposers will be required to sign a Non-Discrimination/ EEO Certification, a Certification Regarding Debarment and Suspension and a Certification of Restrictions on Lobbying, copies of which are attached hereto as Exhibit “A-1”, “A-2” and “A-3”.

Issuance of this RFQ&FP does not commit UTA to award any agreement or contract, to pay any costs incurred in preparation of a proposal, or to procure or contract for services or supplies. UTA reserves the right to waive any irregularities and informalities or to reject any or all proposals submitted, to re-advertise and to select a proposer who will develop the property in the best interest of UTA as determined by UTA in its sole discretion.

Mr. Gregg Larsen      UTA Grants & Contracts Administrator
Section 1
UTA’S OBJECTIVES

1.1 **Offering Objectives.** UTA’s objectives for the development of the Property are as follows:

A. **To develop a vibrant mixed use community with the following attributes:**

1) **Placemaking:** The development should create a “place” and be a community destination. Create large and small community spaces that users can enjoy for recreation, leisure, and play. A plaza or central park for community activities should be considered as part of the development.

2) **Mix of uses:** Project should be designed to encourage a concentration of activity and intensity in close proximity to transit facilities with a mix of uses that maximizes transit ridership, and provides a range of uses, services, and amenities necessary to support transit and community vitality. Multifamily residential, office, medical office, senior housing, educational uses, civic or institutional buildings, recreational facilities, community uses, restaurants, entertainment uses, and certain types of retail maximize the ridership potential. Large box retail and warehouse uses will not be permitted.

3) **Walkability:** All transit riders are pedestrians before and after their transit trip, and should be able to comfortably access transit facilities and surrounding neighborhoods on foot. Create pleasant landscaped pathways for access to the transit station and a trail that connects to the Dimple Dell trail system.

4) **Connectivity:** Transit needs to be part of a network of travel options that allow riders to meet everyday needs, both locally and within the region. The Community should balance the needs of all modes of transportation, encouraging pedestrian, bicycle and transit trips.

5) **Density:** Studies show that people who live and work within 1500 feet of a transit station are 30 to 75% more likely to ride transit, and this percentage drops off rapidly beyond this radius. Density and intensity distributions for the project should reflect this, encouraging higher densities closer to the transit station.

6) **Comfort:** Transit facilities and the surrounding communities should be pleasant, safe, inviting places that encourage use of available services. Development should be designed to inspire “eyes on the street” type principles such as CPTED.

7) **Phasing:** It is anticipated that a project this large will be phased. Please provide a general overview of the phasing you propose.

B. **To develop a transit-friendly facility that accomplishes the following:**

1) Facilitates a financially viable, high-quality, pedestrian-friendly, transit-oriented development that includes market supported uses at transit-supportive densities.

2) Increases ridership on the UTA transit system and adds to the synergy of uses served by the transit system.

3) Provides for continuous, functional and attractive access to the station by future transit patrons.
4) Facilitates the generation of revenues from transit fares, project income sharing, and/or land sales revenues to support the current and future development and operation of transit.

1.2 **Team Qualification.** The proposal process is designed to allow UTA to select an experienced and financially capable development team that can provide an acceptable overall return to UTA in terms of ridership and revenue. UTA anticipates the selected team will have experience with mixed-use development at densities appropriate for an urban transit station, be financially sound, and have experience working with governmental entities.

1.3 **Disposition.** UTA prefers a profit sharing arrangement with the Developer and may consider alternative financing arrangements, including but not limited to a joint development arrangement, limited partnership or limited liability company with a development entity. UTA may consider proposals with a combination of approaches including long term hold and/or sale of finished phases. However, under the constitution of the State of Utah, UTA is precluded from lending its credit or subscribing to stocks or bonds in aid of any private development entity. Any such alternative would, of necessity, be subject to UTA obtaining all necessary State and Federal approvals for the same, and would be subject to ongoing legal review.

1.4 **“As Is” Offering.** UTA is offering the Property in an “as is” condition. The development entity shall be solely responsible for undertaking due diligence regarding environmental or other physical conditions of the Property, demolition of any existing structures, condition of title, matters which may be disclosed by a survey, etc. UTA makes no representations or warranties about the condition of the Property or the usefulness of the Property for the development entity’s purposes.

**Section 2**

**THE PROPERTY**

2.1 **The Property.** The Property comprises approximately 48 acres and is owned by UTA. The developable Property includes 29 acres adjacent to the TRAX station and extending out to State Street, as well as a 19 acre parcel running along the TRAX line from 102nd South to 106th South. The developable Property is currently unimproved with the exception of the existing 1200 car park & ride lot. All utilities are available in Sego Lily and State Street, developer is responsible for determining size and adequacy for the proposed development densities. Exhibits D1 – D4 contain site information including traffic counts, aerial photograph, and a surrounding land use map.

2.2 **Development Requirements.** A public charrette involving over 50 stakeholders (including Sandy City, Envision Utah, WFRC, Adjacent Property Owners, Brokers, Chamber of Commerce, Neighborhood Coordinators, Interested Citizens, Affordable Housing Groups, Traffic Engineer, Local Business Associations, Area Merchant Groups and UTA) was held resulting in a preliminary master plan and proposed densities for the
site. The results of that charrette are included as Exhibits E1 – E4. The charrette establishes expected densities and the variety of use types UTA and the surrounding community are interested in seeing developed at this site. The goal was to achieve the LEED standard of 60,000 SF per acre on the 29 acre parcel and 10 to 20 units per acre on the 19 acre parcel. However, UTA encourages the development entity to utilize its own expertise regarding uses, design and site planning and developers are free to propose alternative schemes resulting in similar densities. UTA also desires to consolidate the existing 1200 car surface lot into an 850 car parking structure. The development entity is welcome to suggest alternative configurations and locations of the proposed park and ride lot in ways that will make for the best utilization and redevelopment of the park and ride property as well as the remainder of the development property.

2.3 **Title Restrictions.** The developer entity is encouraged to obtain and review a preliminary title report for the property. Due to federal financial participation in this property and applicable FTA guidelines, UTA is required to ensure the property is perpetually used for Transit Oriented Development compatible use types and densities, and that the land is used for activities eligible for funding under the Federal transit law regardless of future changes of ownership. These clauses can be achieved through easements, contractual clauses in a recorded development agreement, covenants and restrictions running with the land and/or deed restrictions.

2.4 **Zoning.** The Property has multiple zoning designations and portions will need to be rezoned to accommodate UTA’s proposed uses and densities. The City of Sandy has been historically supportive of the master plan attached as Exhibit E, and had expressed its willingness to rezone the property to accommodate a comparable development. Detail of the zones is available on the Sandy City website. UTA makes no warranty that the site can be rezoned or used for the purposes desired by the development entity. Developer must work with Sandy City on entitlement and master planning for the development area.

2.5 **The Light Rail System and the Adjacent TRAX Station.** The North/South TRAX light rail transit service serving this site currently extends from the Salt Lake Central Hub to Sandy. The extension of the North/South TRAX line into Draper is part of UTA’s long range plan. The Mid Jordan and West Valley lines connecting to the North/South line will be operational in August of 2011. The Airport Line will be operational in 2012. TRAX runs at 15-minute intervals on weekdays and Saturdays. Sunday service is at 20-minute intervals. It is UTA’s desire to 1) maintain two UTA monument/directional signs on Sego Lily 2) maintain vehicular access to the park & ride to/from Sego Lily and 3) have pedestrian access available between the proposed development, State Street, and the TRAX station.

2.6 **FTA Development Requirements.** The property was purchased with UTA funds and then designated as part of the local match for federal grant funds on a federally funded project. Therefore, the development of the Property must be approved by the Federal Transit Administration (“FTA”) in accordance with FTA guidelines for joint development:
1) The development must enhance economic development or incorporate private investment;
2) The development must: (a) enhance the effectiveness of public transportation at this site; and/or (b) establish new or enhanced coordination between public transportation and other transportation;
3) Provide a fair share of revenue for public transportation that will be used for public transportation;
4) Occupants of the Property must pay a reasonable share of the costs of the facility through rental payments; and
5) UTA must retain “continuing control” to ensure that UTA has the right and the power to direct that the Property is used for activities eligible for funding under the Federal transit law and ensure that the TOD nature of the project be continued regardless of future ownership of the land. Continuing control can be obtained through covenants and conditions running with the land and or restrictions contained in a deed.
6) In accordance with regulatory criteria the development entity must certify that it meets minimum criteria for doing business with entities that receive Federal funding. The additional FTA certification requirements are included in Exhibit “A”. All of these certifications must be included in the proposals received by UTA.

Section 3
FINANCIAL PARAMETERS

3.1 Best Value Approach. Developer is encouraged to propose any combination of profit sharing, leasing, or sale of completed product. UTA will analyze each proposal to determine the fairness to UTA of the proposal including an analysis of the risk to be assumed by UTA. UTA will evaluate the proposals on a number of criteria (see Section 5.2) and may select a team that is overall the strongest although its proposal may not produce the highest dollar return to UTA.

3.2 UTA Offering. These terms may be subject to change as changes in market conditions and proposed development occur:
1. UTA will contribute the appraised value of the land as its equity contribution to the Joint Venture. UTA anticipates receiving $2,000,000 in future STP funds that have been allocated in the State Transportation Plan and may be used toward the conversion of the surface parking to a parking structure. UTA is pursuing other funding sources for project infrastructure and public improvements but UTA makes no guarantee that further grant funds will be available. It would be contemplated that UTA would receive a capital account for the contribution of its land.
2. UTA will contribute its interest in the Property in phases, as each phase of the property is developed in order to protect as much as possible the taxpayer investment in the property.
3. Land sales shall not be made for less than appraised value or the taxpayer investment in the property, whichever is greater. An updated appraisal is in progress.
Section 4
PROPOSAL PROCESS

4.1 Property Inspection. Development entities are welcome to inspect the property at reasonable times upon request with reasonable advanced notice to UTA’s Grants & Contracts Administrator, Gregg Larsen via email glarsen@rideuta.com for permission to enter the property.

4.2 Questions and Clarifications. Questions and requests for clarification of any part of this RFQ&FP MUST be submitted in writing only to: Mr. Gregg Larsen, Utah Transit Authority, 669 West 200 South, Salt Lake City, Utah 84101. Email glarsen@rideuta.com by no later than 2:00 p.m. MST December 7, 2010. Contacting anyone other than Mr. Larsen regarding this RFQ&FP during this phase of the procurement may result in your proposal being disqualified.

UTA’s answers to questions and clarifications will be sent no later than December 9, 2010 to all RFQ&FP holders who requested a copy of this RFQ&FP from Mr. Larsen.

4.3 Proposal Deadline. Proposals are due at 2:00 p.m. MST on December 16, 2010. To be considered, proposals must be received at the address below by the time and date specified.

4.4 Proposal Requirements. One (1) original and ten (10) copies (eleven total) of the proposal must be delivered to: Mr. Gregg Larsen, Utah Transit Authority Frontlines Office, 669 West 200 South, Salt Lake City, Utah 84101. The entire proposal must not exceed 30 pages, exclusive of exhibits and attachments. Part 3 of this Section 4.4 shall be considered an attachment. The documents must be submitted in three parts.

Part One of each proposal shall be marked “QUALIFICATIONS AND LAND-USE PROPOSAL”. Each confidential document included within the Part One submittal shall be marked “CONFIDENTIAL” if the proposer desires that it remain confidential. The part one submittal must include the following:

1) A cover letter:
   a) stating that the development entity is willing to develop, has the financial capacity, and has the experience and staff to develop the Property in the manner described in the proposal;
   b) stating which entity or person will be guaranteeing the performance of the development entity should an agreement be negotiated and signed; and
   c) stating that all of the information contained in the cover letter and the proposal is true and correct.

The cover letter must be signed by a principal of the development entity.

2) The qualifications of the development team and its experience with similar projects.
a) Names, addresses and description of the principals/ members/ partners of the development entity including the role each will play and the relevant experience of each in developing other projects.

b) Resumes for the proposed development team. The organization listing must identify position titles and the names of the people proposed to fulfill those roles, along with the Proposer’s proposed percentage of time that each of the personnel will be dedicated to the project.

c) Descriptions of similar projects undertaken by the development team including:
   i) Uses, acreage, and cost;
   ii) Design team; and
   iii) Any financial partner(s)

d) The proposed design team or method for selection of the design team.

e) Three (3) local government references with whom the development entity has worked closely in the past.

f) Three (3) references who do not work for local government with whom the principals of the development entity have worked on a real estate development.

3) A conceptual description of the proposed development of the Property, including:

a) A generalized site plan

b) A written statement indicating the development entity’s strategy and approach to developing the Property.

c) A written statement indicating the proposed land-uses, the range of square footage for retail, office and other use types, approximate number and type of housing units, and the proposed parking ratios and parking layouts.

d) A description of the densities, and occupant counts, showing how the proposed development will increase UTA ridership

e) Project style - Proposals should not include architectural plans or renderings. However, photographs of similar building types would be adequate to show style and building types of proposed development, and/or a written description of the type and quality of construction, design, architectural features, materials, etc. is appropriate.

f) Proposed entitlements and development schedule.

g) If proposed project differs significantly from the charrette results in Exhibit E, identify the reasoning behind the proposed changes

4) The completed and signed Certification Forms attached as Exhibits A-1, A-2 and A-3.

5) Limited additional information which the development entity feels would assist UTA in making its selection.

Part Two of the proposal shall be marked “FINANCIAL QUALIFICATIONS.” Each confidential document included within the Part Two submittal shall be marked “CONFIDENTIAL” if the proposer desires that it remain confidential. The Part Two submittal must include the following:
1) Developer financial qualifications, history and references, including:
   a) A description of the development entity’s type of business organization and a list
       of the owners of the organization showing the percentage owned by each.
   b) Financial statements, including income statement, balance sheet, statement of
       changes in financial position, and footnotes for the most recent fiscal year for the
       person or firm that will be obligated under the development agreement. (Financial
       statements will be kept confidential. Statements to be attested as to accuracy in
       writing by preparer).
   c) Ability to provide Loan Guarantees. Provide letter indicating availability of
       guarantees for the performance of the development entity and audited financial
       statements of the entity or person that will be providing guarantees of the
       performance of the development entity including income statement, balance sheet,
       statement of changes in financial position, and footnotes for the most recent fiscal
       year. (Financial statements will be kept confidential. Statements to be attested as
       to accuracy in writing by preparer).
   d) Three (3) bank or lender references from banks or lenders that have financed
       similar projects for the development entity in the past five years
   e) Statement addressing availability of worker’s compensation insurance, liability
       insurance, and auto insurance to the development entity.
   f) Copy of a current Dun & Bradstreet Credit Report for the business organization or
       major partners/stockholders if the business organization will be special purpose
       entity, if available.
   g) Pending or threatened litigation and litigation history within the last five years
       against the development entity, principals of the development entity and/or their
       related persons or entities.
   h) Pending or threatened litigation and litigation history within the last five years
       initiated by the development entity, principals of the development entity and/or its
       related persons or entities.

Part Three of the proposal shall be marked “FINANCIAL PROPOSAL.”
Each confidential document included within the Part Three submittal shall be marked
“CONFIDENTIAL” if the proposer desires that it remain confidential. The Part Three
submittal must include the following:

1) The financial pro-forma for the proposed development with the major assumptions
   noted:
   a) Letters of interest from potential tenants, if applicable.
   b) Anticipated phasing for the development and timing.
   c) Equity requirements and sources with anticipated investor return rates, anticipated
      cost of debt.
   d) Operating projections and anticipated cash flows if the development entity will be
      holding any or all the Property as an investment after completion, with the major
      assumptions noted.
   e) If the proposal includes land sales, the proposed price and the method by which
      the offering price was calculated.
f) If the proposal includes sales of any of the phases of the completed construction, or fee simple sales such as townhouses or condos, proposer should include the timing of the sale, the proposed sales price, and the method by which the sales price was calculated.

2) The Joint Venture Structure for the proposed development with the major assumptions noted:
   a) Development, Management, and other fees
   b) Order of distributions and profit splits, capital accounts, preferred returns
   c) Buy-sell and tag along provisions,
   d) How development is proposed to be financed including involvement of institutional or other investors,
   e) Outline any required or proposed governmental involvement (tax increment, etc) and make it clear whether the proposal is contingent on such involvement
   f) Listing of any other contingencies to the willingness to proceed to the development (such as economic recovery, financing, required, level of equity and debt)
   g) Structure of personal and entity guarantees

Any documents that are required to be submitted with your proposal which may be considered confidential and may legally be classified as private, controlled or protected under the Utah Government Records Access Management Act (“GRAMA”) shall be included in the Part Two and Three submissions, with each document conspicuously identified as being either confidential and/or proprietary. If any documents are confidential, the submittal shall also include Exhibit B “Claim of Confidentiality Statement” identifying which documents are being requested to be protected and a concise statement of the reasons supporting the claim of business confidentiality.

UTA may independently gather additional data about the development entity to ascertain the accuracy of the information provided by the development entity. Any data obtained by UTA may be used in the evaluation of the proposal. All procurement documents will be administered by UTA consistent with the requirements of GRAMA.
Section 5
SELECTION

5.1 Selection Process. A selection committee will review each proposal based on the selection criteria following. The review process leading to the committee recommendation is expected to take 20 to 25 days. UTA may utilize presentations and/or interviews with the development entities if, at the sole discretion of UTA, it is considered to be in UTA's best interest. If UTA determines that presentations and/or interviews are in its best interest, UTA will notify all or a competitive range of the most highly qualified Proposers of the decision to utilize presentations and/or interviews and schedule the presentations and/or interviews in such a way as to not unduly delay the procurement process. Interviews if held will be scheduled on January 7 and/or January 10.

If the selected development entity does not enter into a letter of intent with UTA within 30 days of the notification of the commencement of exclusive negotiations, UTA may choose to select another development entity who responded to this RFQ&FP and, after notifying the previously selected development entity of the termination of exclusive negotiations, may enter into exclusive negotiations with the second selected development entity.

5.2 Selection Criteria. UTA will evaluate the submitted proposals on the basis of the following criteria in descending order of importance:

1) First, UTA will determine if the development entity has the reputation, ability and experience to obtain approvals and financing, complete construction and market a development. Experience of the development entity, its principals and related entities, and other members of the development team will be evaluated, including:
   a) Experience with transit-oriented and/or mixed-use development;
   b) Experience with developing the specific uses proposed;
   c) Experience with developments of the scale and magnitude of the development proposed;
   d) Quality of developments undertaken
   e) Strength and qualifications of the development team

2) Second, UTA will determine if the development entity has the financial capacity to develop a project of this scope. UTA will evaluate the financial capacity of the development entity, its principals and related entities, and other members of the development team pursuant to the submission and analysis of the financial and legal declarations included in Part Three of the proposal.

3) Third, UTA will evaluate the fairness and economic benefit to UTA of the financial proposal taking into account:
   a) Reasonableness of the financial approach to the development,
   b) Level of risk to be assumed by UTA,
   c) Short and long term financial returns to UTA from the project development,
   d) The financial contribution of the developer to the project,
e) Availability and quality of personal guarantees provided by the developer,
f) Attractiveness of the development proposal.

4) Fourth, evaluate quality of the master plan proposal including:
   a) Ridership benefits to UTA of the proposed development (more occupants = more
      potential ridership),
   b) Connectivity, and creation of a walkable community development rather than
      automobile centered development, attractive pedestrian and bicycle access to the
      station.
   c) Transit Oriented Development vs. Transit Adjacent Development,
   d) Placemaking and mix of uses supported by market conditions
   e) Conformance of the proposed development with FTA’s joint development
      guidelines as outlined in Section 2.5.

5.3 Rejection for Incomplete Proposal. The Proposer shall provide accurate and complete
   information to UTA. If information is not complete, UTA will either declare the
   Proposal non-responsive or notify the Proposer, which will not be allowed to participate
   further in the procurement of this Project until all information required is provided. If a
   response to a request for Clarification is not provided by a Proposer, the Proposal may be
   declared non-responsive. The Utah Transit Authority may waive minor irregularities or
   informalities in a Proposal that do not alter the quality or quantity of the information
   provided. All requests for Clarification and responses will be in writing via E-mail,
   responses submitted to the E-mail address identified in Section 4.2. Responses must be
   limited to answering the specific information requested by UTA. UTA shall notify any
   proposers if a proposal is being rejected due to incompletion or lacking adequate
   information. UTA reserves the right to reject all proposals, to choose an alternative
   method of marketing the Property, and to make contract awards in the best interest of
   UTA

5.4 Protest Procedures. Protests will be accepted only from Proposers whose direct
   economic interest has been adversely affected by those alleged actions/omissions of UTA
   that form the basis of the protest. Protests will be determined in accordance with the laws
   of the State of Utah including, without limitation, the Utah Procurement Code. All
   protests must be in writing and must be submitted to UTA as directed in the protest
   procedures attached as Exhibit C.

Section 6
POST-SELECTION PROCESS

6.1 Letter of Intent. UTA and the development entity selected for exclusive negotiations
   shall enter into a letter of intent in which the development entity will undertake the
   planning for the development and UTA agrees to dedicate the Property for the approved
   use provided that a development agreement has been negotiated and signed, and
   approvals and financing for the development are obtained within nine months. During
the nine month time frame, the development entity will diligently pursue obtaining approvals and financing for the development. UTA will likewise seek required internal and FTA approvals during this period. At UTA’s sole option, the letter of intent may be extended for an additional three months if the development approval process is close to conclusion and moving forward expeditiously.

6.2 Development Agreement. While the development entity is obtaining approvals for the development, it will also be negotiating with UTA an Operating Agreement for the approved development. The agreement may include the business arrangement between UTA and the developer entity as well as covenants, conditions and restrictions, etc., as required to provide UTA assurance that the property will be developed and used in accordance with the approved development plan.

6.3 Contract Approvals. Prior to signing a binding disposition and development agreement, UTA must obtain the following:
1) Approval by UTA’s General Manager
2) Approval of the UTA Board of Trustees; and
3) Approval by the Federal Transit Administration.

6.4 Development Approval by UTA. In addition to the approvals required by external public entities, prior to closing, UTA’s management team shall also approve the site plan and final design of the development.

6.5 Development Implementation. It shall be the responsibility of the development team to obtain all necessary development approvals from local governments and to conform to all local, state and federal laws in implementing and operating the project. The development team shall be solely responsible for building on and off-site improvements, obtaining funding to construct the development, and the leasing and on-going operation or sale of the developed project. Developer must be familiar with and comply with the provision of Utah Code Ann. § 17B-2a-801 et seq. In particular §17B-2a-804 permits UTA to engage in a limited number of developments wherein UTA is allowed to contribute property as an equity party in a single purpose entity with a private developer, so long as certain conditions are met, which include but are not limited to: (1) the contribution of equity on the part of the private developer; (2) UTA’s capacity in the joint venture is as a limited partner or member; and (3) no UTA board member has an interest in the project.
EXHIBIT "A" TO THE RFQ&FP

FTA Requirements

NON-DISCRIMINATION AND EEO REQUIREMENTS
The development entity shall be required to certify that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the development entity to the extent applicable, agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. A copy of the Non-Discrimination and EEO certification is attached as Exhibit B-1 and must be included with the proposal.

DEBARMENT CERTIFICATION
The development entity shall be required to certify that: (a) neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any U.S. government department or agency or from participation in this development with Utah Transit Authority; (b) it has not within a three-year period proceeding this proposal (i) been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction, or (ii) violated Federal or state anti-trust statutes or (iii) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, made false statements, or received stolen property; (c) it is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated above; and (d) it has not within a three-year period preceding this proposal had one or more public transactions (Federal, state, or local) terminated for cause or default. A copy of the debarment certification is attached as Exhibit B-2 and must be included with the proposal.

 LOBBYING RESTRICTIONS
The development entity will be required to certify that no federal funds will be used for lobbying purposes. A copy of the lobbying restrictions certification is attached as Exhibit B-3 and must be included with the proposal.

FTA POLICIES AND CIRCULARS
The following FTA documents: Policy on Transit Development; Guidance on the Eligibility of Joint Development Improvements Under Federal Transit Law; FTA Circular 4220.1F are information and requirements from the FTA to UTA, and as such, to the extent applicable are required as pass through requirements to all of UTA Contractors and Subcontractors. The applicable requirements will be incorporated by reference in the contract that is awarded.
EXHIBIT A-1
NONDISCRIMINATION AFFIDAVIT

STATE OF______________________) ) SS
COUNTY OF____________________) (Name of Official), being first duly sworn deposes and says:

1. That he/she is the ___________ (President or other authorized official of Company, or Partnership, a Corporation or Partnership organized and existing under and by virtue of the laws of the State of ______________ on whose behalf he/she makes this affidavit (hereinafter "Contractor").

2. That Contractor does not and will not discriminate in its employment practices because of race, religion, color, age, sex, national origin, disability or Vietnam-Era Veterans.

3. That Contractor further understands this contract, purchase order or agreement is subject to the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. 1601, et seq.) and Exec. Order. 11246, as amended, and the EEO Policy of UTA, and shall be subject to all rules and/or regulations issued pursuant thereto regarding nondiscrimination in federally-assisted programs of the United States Department of Transportation.

4. That Contractor agrees to be bound to the obligations imposed by said act, executive ordinance and policy.

5. That Contractor agrees that during the performance of any contract resulting from this bid/proposal:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, Vietnam-Era Veteran, disability or national origin. The Contractor will take steps on to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or rates of pay or other forms of compensation and selection for training including apprenticeships. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the UTA setting forth the provisions of this nondiscrimination clause.

   b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, Vietnam-Era Veteran, disability or national origin.

   c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contact or understanding, a notice to be provided by the UTA advising the said labor union or workers' representative of the Contractor's commitments under this affidavit and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations, and relevant orders of the United States Department of Transportation.

   e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the United States Department of Transportation or pursuant thereto, and will permit access to its books, records, and accounts and the purposes of investigation to ascertain compliance with such rules, regulations and orders.
f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with such rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts of Federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include a citation to 41 CFR 60-1(b) and (c) and the provisions of Paragraphs (a) through (g) herein, in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Federal Transit Administration, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

__________________________________________
Company or Partnership

(President or other official title)

Subscribed and sworn to before me, this ________ day of ________________, 20____.

__________________________________________ Notary Public in and for the County of ________________

State of ________________.

My commission expires on the ________ day of ________________, 20____.

(Seal)

(TO BE SUBMITTED WITH BID / PROPOSAL)
EXHIBIT A-2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an “X” in the following space ________.

Signature of the Bidder or Proposer Authorized Official

Name and Title of the Bidder or Proposer Authorized Official

Date

Tax Payer ID #
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective contractor is providing the signed certification set out below:

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective contractor certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective contractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.

3. The prospective contractor shall provide immediate written notice to UTA if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UTA.

6. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.
EXHIBIT A-3
CERTIFICATION
OF
RESTRICTIONS ON LOBBYING

I, ________________________________, hereby certifies
(Name and Title of Company Official)

on behalf of ________________________________ that:
(Name of Company)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this _____ day of ____________, 20____.

By ________________________________
(Signature of Authorized Official)

______________________________
(Title of Authorized Official)
EXHIBIT B

Utah Government Records Access and Management Act
Claim of Confidentiality Statement¹

Entity Name: ___________________________ Date: ______________

☐ This record contains trade secrets as defined in Utah Code Ann. § 13-24-2;
☐ This record contains commercial information or non individual financial information obtained from a person, the disclosure of which could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;
☐ This record contains commercial information or non individual financial information obtained from a person, in which the person submitting the information has a greater interest in prohibiting access than the public in obtaining access.

Concise Statement Declaring Reasons for Declaring Confidentiality:
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

Requested Documents to be Protected:
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

At such time as UTA receives a GRAMA request seeking this record, UTA, pursuant to the statute listed in footnote 1, will determine that the record claimed to be protected or should be released after balancing interests under Utah Code Ann. §§ 63G-2-201(5)(b) or 63G-2-401(6).

¹ Pursuant to Utah Code Ann. §63G-2-309 et.seq.
EXHIBIT C
PROTEST PROCEDURES

1. **Protests.** Protests will be accepted only from Proposers whose direct economic interest has been adversely affected by those alleged actions/omissions of UTA that form the basis of the protest. Protests will be determined in accordance with the laws of the State of Utah including, without limitation, the Utah Procurement Code. All protests must be in writing and must be submitted to UTA as directed in these protest procedures. Protests that are not delivered to the appropriate persons or not delivered within the appropriate time limits (all as set forth in these procedures) will be null and void and will not be considered by UTA. A protest will be deemed to be delivered pursuant to these procedures when actually received by the designated recipient by hand delivery, by recognized overnight courier service, or by certified or registered mail. All protests must include the following:

   A) The name and address of the Proposer;
   
   B) The appropriate contact person for the Proposer to whom all protest correspondence will be addressed;
   
   C) The solicitation or project number; and
   
   D) A detailed statement as to the nature of the protest including, without limitation, the factual and legal basis for the protest.

2. **Protests Prior to Receipt of Proposals.** All protests made prior to the receipt of Proposals, including protests based upon allegedly restrictive specifications or alleged improprieties in any type or manner of the solicitation, must be delivered to UTA’s Procurement Officer not less than seven calendar days prior to the scheduled deadline for receipt of Proposals as follows:

   Utah Transit Authority
   3600 South 700 West
   Salt Lake City, Utah 84119
   Attn: Kenneth D. Montague, Jr., Procurement Officer
   CONTAINS TIME-SENSITIVE PROTEST MATERIALS.

   The Procurement Officer, or an agent designated by the Procurement Officer, will promptly make a determination in writing regarding the validity of the protest and whether or not the procurement process should be delayed beyond the scheduled date for receipt of Proposals. If the Procurement Officer determines that the scheduled date should be delayed, all respondents to the solicitation that have furnished their name and address to UTA will be notified (through an Addendum to the RFP) of the delay and the reason for the delay. If the protest, or any portion thereof, is determined by the Procurement Officer to have merit, the Procurement Officer will take all necessary action to address each allegedly restrictive specification, alleged impropriety, or other meritorious objection in a manner consistent with applicable law and will provide notice of any resulting changes to the RFP or the procurement process, to all respondents to the
solicitation that have furnished their name and address to UTA. In such cases, UTA will not proceed with the procurement until it has remedied such issues to the satisfaction of the Procurement Officer.

3. **Protests to Award of the Contract.** All protests made to the award of the Contract must be delivered to the Procurement Officer not more than five calendar days after the protestor received notice of UTA’s intent to award the Contract (unless the protestor can demonstrate that its protest is based on facts and circumstances that the protestor could not have reasonably been aware of on the date notice of the intent to award was delivered, in which case the commencement of the five calendar day period will be tolled starting on the date when the protestor was or should have been aware of the facts and circumstances upon which the protest is based). All protests made to the award of the Contract must be delivered as follows:

Utah Transit Authority  
3600 South 700 West  
Salt Lake City, Utah 84119  
Attn: Kenneth D. Montague, Jr., Procurement Officer  
CONTAINS TIME-SENSITIVE PROTEST MATERIALS.

If the protest has been timely filed, the Procurement Officer, or an agent designated by the Procurement Officer, will promptly make a determination in writing regarding the validity of the protest and whether UTA’s decision regarding the award should be reconsidered. The Utah Transit Authority will provide notice of the protest to all Proposers that submitted a Proposal. The Procurement Officer, or his designee, will respond to the protestor in writing and address each material issue raised by the protest in a timely manner. If the protest, or any portion thereof, is determined by the Procurement Officer to have merit, the Procurement Officer will take all necessary action to address the protested issues in a manner consistent with applicable law including, without limitation, the following:

A) Canceling the procurement;  
B) Canceling the procurement and reissuing a new Request for Proposals;  
C) Rescinding the award and requesting Proposal revisions and/or BAFOs from qualified Proposers;  
D) Determining that the objections, although meritorious, were immaterial to the decision to award; or  
E) Taking such other actions as may be appropriate under the circumstances.

Once the Procurement Officer becomes aware of a protest to the award, UTA will not take any further action to execute the Contract pursuant to the RFP until seven calendar days after the award is upheld by the Procurement Officer, unless the Procurement Officer makes a written determination that immediately executing the Contract is necessary to protect a substantial interest of UTA.
4. **Administrative Appeals.** In the event that a protestor receives an unfavorable decision from the Procurement Officer to its protest of the Contract award, the protestor will have the right to appeal the Procurement Officer’s decision by submitting a written appeal to the President of the Board of Trustees of UTA, addressed as follows:

President, UTA Board of Trustees  
c/o Utah Transit Authority  
3600 South 700 West  
Salt Lake City, Utah 84119  
Attn: Board Coordinator  
CONTAINS TIME-SENSITIVE PROTEST MATERIALS

Any appeal must be delivered within five calendar days of the date of the Procurement Officer’s decision. The President will appoint a Protest Committee to review the appeal and the decision of the Procurement Officer. The President will determine the specific procedures that will be followed by the Protest Committee, including the date of any hearing deemed necessary by the President. After considering the appeal, the Protest Committee will notify the appellant and the Procurement Officer in writing in a prompt manner of its decision regarding the appeal. If the Protest Committee reverses the decision of the Procurement Officer, the Protest Committee will have broad discretion to take any action it deems necessary to correct the determined defects in the Contract award, consistent with applicable law and UTA policies. If the Protest Committee upholds the decision of the Procurement Officer, UTA may proceed with the Contract execution seven calendar days after UTA provides notice of the Protest Committee’s decision. The Utah Transit Authority may proceed without regard to the seven calendar day waiting period if the Procurement Officer makes a written determination that immediately executing the Contract is necessary to protect a substantial interest of UTA. The decision of the Protest Committee constitutes a final administrative decision of UTA.
EXHIBIT D

PROPERTY INFORMATION
10000th South - Sandy Civic Center

Transit-oriented Development:
Design for density and context to encourage development in a mixed use community.

- Urban Architecture
- Mid-to-High Density
- Access to Various Forms of Transportation
- Pedestrian Oriented I.e. Your Buyer, Client, or Resident is King
- Parking out of Sight

Offered by:
Utah Transit Authority
669 West, 200 South
Salt Lake City, Utah 84101

10000 South Sego Lily Dr (9800 S) 115 E
Features - Served by TRAX, and bus routes 201, 207, 218, 518, 811, 816, 817
Average Daily Traffic - 10,175 on Sego Lily (9800 S) 32,765 on State Street
Sandy City Population - 95,000
Median Household Income - $80,000
Zoning - Mixed Use
Park and ride spaces at site - 1,185

Notable attractions in vicinity - Sandy City Hall, Sandy Downtown, Jordan Commons, Real Salt Lake Stadium, South Towne Center, South Towne Expo Center, Close to Central Business District
EXHIBIT E

CHARETTE INFORMATION
EXHIBIT E - 1
AERIAL WITH CHARETTE MASTER PLAN SUPERIMPOSED
SANDY, UTAH CIVIC CENTER STOP

Proposed Program for TOD Site, North.

Block-by-Block Program for TOD, North.

Block 1:
- 60 residential units per floor x 4 floors = 240 units
- 4.5 levels of parking = 364 spaces provided
- (360 parking spaces required)

Block 2:
- 54 units per floor x 4 floors = 216 units
- 22 loft units
- 4 levels of parking = 560 spaces provided
- (357 parking spaces required)

Block 3:
- 15 live/work units
- 125,000 SF office
- 4 levels of parking = 440 cars provided
- (482 spaces required, 42 parking spaces shared with garage in Block 2)

Block 4:
- 14 loft units
- 125,000 SF Office
- 175 Hotel Rooms
- 5 levels parking = 1,000 spaces provided
- (641 required, parking is shared between two garages)

Block 5:
- 5 levels of parking = 605 spaces provided
- 100 senior units
- 70 affordable units
- 125,000 SF Office
- (608 spaces required)

Block 6:
- 4 levels parking = 295 spaces provided
- 46 units per floor x 4 floors = 187 units
- (280 spaces required)

Square Footage Totals
- Residential: 864,000 SF
- Approximately 864 units:
  - 15 Live/Work units
  - 36 Lofts
  - 100 Senior units
  - 70 Affordable housing units
  - 643 Market rate units
  - Hotel: 115,750 SF (175 Rooms)
  - Office: 550,000 SF
  - Retail: 100,000 SF
Proposed Program for TOD Site, South.

Parking Assumptions Made in TOD Project Area (North and South).
- Shared parking policies among mix of uses.
- 1.5 ratio for multi-family residential units
- 1.5 ratio for affordable housing units
- 2.0 ratio for lofts
- 3.0 ratio for live/work units
- 0.65 ratio for senior units
- 3.5 spaces per 1,000 SF for office space
- 1 space per hotel room
- 325 SF = average parking space in garage

Total Parking Counts:
- 3,264 garage spaces provided
- 3,078 garage spaces required
- 3 surface lots with additional spaces for retail and mixed uses

Total Program:
- Residential: 950 units / Approximately 1,040,000 SF
- Hotel: 113,750 SF (175 Rooms)
- Office: 350,000 SF
- Retail: 100,000 SF

Square Footage Totals
- Residential: 176,000 SF
- Approximately 85 units
- 12 Single Family Homes
- 73 Townhomes

Average unit size:
- 2,000 SF Townhome
- 2,500 SF Single Family Home