THE UNIVERSITY OF ALABAMA

Request For Proposals

Development Project

Northington Development

Proposals Due January 16, 2024



THE UNIVERSITY OF ALABAMA

REQUEST FOR PROPOSAL

ATTENTION: This is not an order. Read all instructions and terms and conditions carefully.

INVITATION NO.:

Issue Date: October 19, 2023

Title: Northington Development

UA representative: Charlotte S. Park

Phone: (205) 348-8561

Email: cspark1@ua.edu

RETURN ALL COPIES OF PROPOSALS TO:

THE UNIVERSITY OF ALABAMA

UNIVERSITY LANDS & REAL ESTATE SERVICES

(Street Address) 1115 14TH Street Tuscaloosa, Alabama 35401

OR

(Mailing Address) Box 870176 Tuscaloosa, Alabama 35487

IMPORTANT: PROPOSALS MUST BE RECEIVED BY DUE DATE JANUARY 16, 2024 @ 2:00 P.M. CST TIME

CERTIFICATION PURSUANT TO ACT NO. 2006-557

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted, and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases in Alabama. By submitting a response to this solicitation, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557; they are not barred from bidding or entering a contract pursuant to 41-4-116 and acknowledges that The University of Alabama may declare the contract void if the certification is false.

DISCLOSURE STATEMENT

- 1. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama, this information must be included in your solicitation response. Failure to disclose this information in your response may result in the elimination of your proposal from evaluation.
- 2. If you or any owner, officer, partner, member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama; and you or your firm is awarded a contract as a result of this solicitation, then within ten (10) days after the contract is entered into, you agree to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the University furnish evidence of such filing.
- 3. By accepting payments agreed to in any purchase order resulting from this proposal, Contractor certifies that to its knowledge no University employee or official, and no family members of a University employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to the University on the Disclosure Statement of Relationship Between Contractors/Grantees and Employees/Officials of The University of Alabama.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

- I hereby swear (or affirm) under the penalty for false swearing as provided in Code of Alabama 6-5-180 that.
- 1. In accordance with Code of Alabama Section 41-16-25, amended 1975 that the attached response has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Request for Proposal, designed to limit independent bidding or competition.
- 2. The contents of the proposal or proposals have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the proposal or proposals and will not be communicated to any such person prior to the official opening of the proposal or proposals.
- 3. The bidder is legally entitled to enter into contracts with The University of Alabama and is not in violation of any prohibited conflict of interest, including those prohibited by the Code of Alabama 13A-10-62, as amended 1975.
- 4. I have fully informed myself regarding the accuracy of the statement made above.

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THE UNIVERSITY OF ALABAMA®

WHERE LEGENDS ARE MADE®

MISSION OF THE UNIVERSITY OF ALABAMA

Mission:

The University of Alabama will advance the intellectual and social condition of the people of the state, the nation and the world through the creation, translation, and dissemination of knowledge with an emphasis on quality programs in the areas of teaching, research, and service.

Our Vision:

The University of Alabama will be known as the university of choice for the best and brightest students in Alabama, and all students who seek exceptional educational opportunities. The University of Alabama will be a student-centered research university and an academic community united in its commitment to enhance the quality of life for all Alabamians and the citizens of the nation and the world.

Core Values:

The University of Alabama is committed to:

- 1) Undergraduate education that produces socially conscious, ethical, and well-rounded leaders who are grounded in their subject matter and capable of controlling their own destinies.
- 2) Graduate education that is deeply vested in subject matter knowledge, professional content, research skills and creative activity.
- 3) Public outreach and service that is held in the highest regard and fosters impactful public engagement to enhance the quality of life for the citizens of Alabama, the nation, and the world.
- 4) Campus life that embodies collaboration, collegiality, respect, and a culture of inclusivity.

Pursuant to the mission, vision, and core values of The University of Alabama the primary goals of the proposed development are:

- Provide revenue to The University of Alabama that will enhance its ability to fulfill its mission.
- Create a synergists relationship between this development, campus, and the City of Tuscaloosa.
- Attract students, their families, alumni, and the community by creating an engaging and aesthetically pleasing experience.
- Contribute to the economic development of Tuscaloosa by providing employment opportunities and enhancing the tax base.
- Leverage this development to create learning and research opportunities for students and faculty.

INTRODUCTION

The University of Alabama ("UA") is pleased to issue this Request for Proposals ("RFP") to identify the appropriate partner for a unique and exciting commercial development opportunity in Tuscaloosa, Alabama. UA is considering construction of a development to support University and community economic needs as well as add appeal to the area. The project is known as the Northington Development and referred to in this RFP as ("the Site"). The Site is an optimal location for new and innovative commercial ventures, situated immediately off McFarland Boulevard/ Highway 82 on 21st Street East. McFarland Boulevard is not only one of Tuscaloosa's primary passageways but also a thriving commercial corridor, boasting daily traffic volume of approximately 32,000 vehicles.

UA seeks to lease or sell the Site to a visionary partner or developer(s) with the aim of injecting vitality and increased economic activity into the community and the City of Tuscaloosa. The envisioned transformation may take the form of, but is not limited to, elevated shopping, diverse dining options, or experiential entertainment venues with supporting infrastructure. UA is not only open to innovative concepts for the Site but also welcomes ideas that can serve as a blueprint for future developments in college towns across the nation. UA will entertain proposals that contemplate a ground lease or sale of the site. The primary objective is to develop the entire Site identified in Appendix B, Conceptual Site Plan. It is the expectation of UA that any proposed development will seamlessly integrate with the institution's legendary character, uphold its commitment to quality, and reflect the unparalleled excellence for which UA is renowned.



SITE DESCRIPTIONS

The Site is comprised of two parcels totaling approximately 7.07 acres and is located off 21st Street East, between McFarland Blvd and 13th Avenue East As outlined in the Conceptual Site Plan (Appendix B). The Site is adjacent to a forthcoming early childhood education facility, in the old Northington School, and Snow Hinton Park, which is under the administration of the Tuscaloosa Center for Park and Recreation Authority. The city's master plan for Snow Hinton Park is provided in Appendix C. Respondents may submit proposals for one or both parcels, however, the goal is for the entire site to be developed. As a result, UA reserves the right to negotiate with multiple Respondents simultaneously to maximize the use of the site. UA's assessment of each proposal will hinge upon its holistic merits and financial value, reflecting the commitment to finding a partner that aligns with UA's visions for this exciting development opportunity.

The Site benefits from a substantial surrounding population, with approximately 72,000 residents residing within a 3-mile radius. Additionally, it is strategically positioned amidst a varied array of commercial developments, as detailed in the Market & Population Overview provided in Appendix D. This demographic and commercial context presents an attractive opportunity for potential development and underscores the area's potential for growth and vitality.



RFP SUBMISSION INSTRUCTIONS

- 1. Each Respondent's proposal should address all stated requirements and provide all information requested by the RFP Specifications. Failure to provide complete information or to offer the stated minimum requirements shall eliminate a Respondent's proposal from consideration in the project award.
- 2. Each Respondent must provide one (1) printed copy of their full response, which should be mailed to University Lands and Real Estate Services at the referenced address on page 5 of this RFP.
- 3. Sealed proposals must be submitted to University Lands and Real Estate Services located at 1115 14TH Street, Tuscaloosa, Alabama 35401 or via certified mail to The University of Alabama, Box 870176 Tuscaloosa, AL 35487. Proposals must be received not later than 2:00 p.m., C.S.T, January 16, 2024. Proposals received after this time will not be considered for the project award. The sealed envelope should be marked, "Northington Development Project."
- 4. If a Respondent has any questions about this RFP, then it shall be the responsibility of the Respondent to inform UA in writing by the Deadline to Submit Questions date defined below. Interpretations, answers to questions or additions to this RFP shall be in writing, shall be issued as Addenda to the RFP, and mailed to all prospective Respondents who have requested copies of the RFP.
- 5. Each Respondent shall complete the one-page proposal summary sheet attached hereto as Appendix A and include it with its proposal.
- 6. Key Event Dates

October 19, 2023

Although subject to change, UA expects to adhere to the following time and event schedule relative to this RFP Process.

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November 30, 2023	On	Campus	Pre-Proposal	Information	Session	(Not	
	Mandatory)						

Request for Proposal Issued

December 11, 2023 Deadline to Submit Questions

January 16, 2024 Proposals Due

February 26, 2024 Contract Terms Agreed to

April 13, 2024 Acceptance and Execution of Agreement

Please note that all due diligence is to be performed by the Respondent prior to submission.

7. Issuing Department

University Lands and Real Estate Services at The University of Alabama is the issuing department for this RFP and all subsequent addenda relating to it.

8. Respondent Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addendum, written questions & answers, etc.) is directed to the appropriate persons within the Respondent's firm, each Respondent who intends to participate in this RFP, and if the Respondent plans to attend the Pre-Proposal information session, is to provide the following information to the University Lands and Real Estate UA Representative. Prompt, thorough compliance is in the best interest of the Respondent. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Providing accurate contact information is the responsibility of the Respondent. If UA sends a communication to the Contact identified by the Respondent and the Respondent does not receive the information in a timely manner, UA will not be responsible for any resulting prejudice to Respondent. The Respondent shall provide:

- Name and Title of primary contact
- Mailing address of primary contact
- Email address of primary contact
- Telephone number of primary contact
- Additional contact persons with same information provided as primary contact.

This contact information, intent to propose and questions shall be transmitted via e-mail to:

Charlotte S. Park
University Lands and Real Estate Services
The University of Alabama
Box 870176
Tuscaloosa, AL 35487-0176
Email: cspark1@ua.edu

With copy to:

Stacy Perry

Swperry1@ua.edu

All communication with UA regarding this RFP shall only be directed to the University Lands and Real Estate Services Officer listed above.

To view supplemental documentation regarding this Request for Proposals, please visit:

https://buildingbama.ua.edu/northington-development/

It is the sole responsibility of the Respondent to periodically check the Building Bama website for updates and additional information.

9. Attachments to Include with Response

- A. Proposal Summary Sheet (Completed and Signed)
- B. Responses and documentation to address and support Project Specifications requirements including, but not limited to architectural considerations, financing plans, audited financial data, income projections, projected completion timeline, and community and academic value considerations.

PROJECT SPECIFICATIONS

This RFP seeks to solicit proposals for the leasing or purchase of the property, or future building(s), located on the Site. The RFP Specifications represent criteria that the Respondent in its proposal should address or indicate its agreement or compliance or a stated, detailed exception thereto; however, Respondents are not restricted from submitting alternates to these criteria or alternative types of uses for the Site.

Each proposal shall clearly state any exceptions that the Respondent has with any of the stated RFP specifications. When indicating an exception, the Respondent may desire to describe an alternative proposal to the excepted specification.

1) Land Ownership

It's important for Respondents to clearly specify their intentions regarding the Site in their proposals. UA provides two distinct options for consideration, and Respondents should explicitly indicate which option they are proposing:

- A. Ground Lease: If Respondents prefer a ground lease arrangement, they should specify that UA shall ground lease the Site to the selected Respondent. In this scenario, the Respondent would execute the construction themselves while leasing the land from UA. It is important to acknowledge that this option will require a rigorous plan review by UA, as the property owner, to ensure alignment with UA's standards and requirements.
- B. Sale: If Respondents intend to purchase the Site outright, they should specify that UA shall sell the Site to the Respondent. In this case, the Respondent becomes the owner of the property and assumes full responsibility for the development.

Clearly outlining the chosen approach in the proposal will help ensure that both parties are on the same page regarding the terms of the agreement and the path forward for the development project.

2) Architectural Considerations

UA retains the exclusive right to approve the aesthetics of all Site improvements on leased property. The Respondent is expected to provide a comprehensive presentation of their envisioned concepts for the Site, including critical components of the design and site plan. This presentation should encompass:

- A. Architectural Aesthetics and Elements: Present a visual representation of the architectural style, façade designs, and overall aesthetic elements that will be incorporated into the development and be consistent with classical architectural design standards.
- B. Landscape and Green Spaces: Describe landscaping features, greenery, and outdoor areas, emphasizing how they will contribute to the visual appeal and functionality of the Site consistent with UA's landscaping standards.
- C. Signage and Wayfinding: Detail the design and placement of signs, both for branding purposes and to facilitate easy navigation within the development.
- D. Lighting Design: Showcase the lighting design and fixtures, emphasizing how they enhance safety, security, and the overall atmosphere.
- E. Color Schemes: Present proposed color schemes and how they align with the desired aesthetics.
- F. Environmental Considerations: Highlight any sustainable or eco-friendly features integrated into the design, such as energy-efficient systems, sustainable building materials, or water conservation measures.
- G. Accessibility Features: Explain how the design accommodates accessibility needs for all users.
- H. Repair and Restoration: Describe plans for top-quality, professional and continuous maintenance, janitorial and landscaping requirements.

For further information and specifications for UA architectural and landscaping guidelines, please visit:

Design Guidelines & Standards – Construction Public Information | The University of Alabama (ua.edu) or https://constructionpublicinfo.ua.edu/resources/design-guidelines/

The Respondent's presentation of these concepts and critical design components will serve as a basis for UA's evaluation and approval. UA seeks an agreement which shares our commitment to creating a development that not only meets functional requirements but also aligns with our vision for the aesthetics and ambiance of the Site.

3) Ground Lease or Sale of Property

The Respondent may propose either a Ground Lease or Sale of Property. Proposals may list one lease preference or two scenarios for both options that allow UA to choose which one is preferred.

A. Ground Lease

- i. The Respondent shall be responsible for all taxes and levies, assessments, insurance, utility and service charges, maintenance costs, and any other cost or expense associated with or incurred because of its operation during the lease term.
- ii. Any due diligence deemed necessary by the Respondent should be completed prior to proposal submission.
- iii. The proposal shall recommend the term length of the lease, including any renewal provisions.
- iv. The proposal shall recommend rental rates and increases over the term of the lease and renewal periods.
- v. The proposal shall include a draft lease. This will be used for UA to evaluate recommended terms and conditions. UA shall provide the official lease documents.
- vi. The proposal should also describe any other special provisions which the Respondent deems necessary to its Project and have lease implications.
- vii. In the event the selected Respondent and UA are unable to negotiate an acceptable Lease arrangement, UA, upon notice to the selected Respondent, may withdraw the award and commence negotiations with another Respondent to the RFP or decide to solicit new proposals.

B. Sale

Including the intended use of the property in the sales agreement helps clarify the purpose of the transaction and ensures that both parties are aligned regarding how the property will be utilized after the sale.

- i. The final Real Estate Sales Agreement shall be provided by UA. However, the proposal shall include a draft agreement to convey critical terms and conditions. It should include, but not be limited to the following:
- ii. Purchase Price: State the agreed-upon purchase price for the property, including the currency and any provisions for adjustments or contingencies.
- iii. Deposit: Outline the amount of the initial deposit or earnest money, the deadline for its submission, and the conditions under which it may be refunded or forfeited.
- iv. Financing: Indicate whether the purchase is contingent on the buyer securing financing and specify the terms and timeline for securing such financing.
- v. Inspections: Detail any inspections or due diligence processes, including inspections, environmental assessments, or surveys, and define the timeframe for completing these activities.
- vi. Closing Date: Specify the date on which the closing of the transaction will occur and the location where it will take place.
- vii. Contingencies: Enumerate any contingencies or conditions that must be satisfied before the sale can proceed.
- viii. Default and Remedies: Outline the consequences of default by either party, including remedies and potential legal actions.

- ix. Closing Costs: Specify which party will be responsible for various closing costs, including but not limited to title insurance, attorney fees, and recording fees.
- x. Additional Provisions: Any additional terms, conditions, or special agreements that are specific to the transaction should also be included.

4) Financing Plan

The financing plan shall include at least the following:

- A. Estimated Project Budget/Breakdown: This section should provide a detailed breakdown of all hard and soft costs necessary to implement the project. This includes but is not limited to expenses related to property due diligence tasks, regulatory approvals, professional fees, construction, marketing, legal fees, and any other relevant costs. This breakdown ensures transparency in understanding the financial requirements of the project.
- B. Sources, Amounts, Terms, and Conditions of Financing: Specify the sources of financing, including loans, equity, grants, or any other funding mechanisms. Outline the amounts, terms, and conditions associated with each source of financing. This section should provide a clear picture of how the project will be funded and the terms under which funds will be acquired.
- C. Pro Forma Cash Flow Statements: Present pro forma cash flow statements that cover a 15-year period. These statements should include detailed revenue and expense projections, highlighting expected income, operating costs, financing costs, and cash reserves including reserve funds for repair and restoration. It is crucial to provide documentation of the assumptions used to generate these cash flow projections, including market trends, occupancy rates, rental income, and any other relevant factors.

5) Income to University

The proposal should provide a detailed and specific description of the revenue and financial benefits that the Respondent intends to offer to UA as part of the agreement. This should include, but not be limited to, the following:

- A. Financial Income: Clearly outline the amount of any basic or guaranteed rent or financial income that the Respondent is projecting to provide to UA. Specify the terms, frequency, and duration of this income stream.
- B. Percentage Ownership: If the proposal involves a shared ownership structure, describe the percentage of ownership that UA will have in the project or development and how this ownership will translate into financial returns.
- C. Additional Financial Enhancements: Enumerate any additional financial benefits, incentives, or enhancements that the Respondent intends to provide to UA as part of the agreement.

Being specific and transparent about these financial terms is essential to ensure a clear understanding of the proposed partnership's financial income and its impact on UA's financial sustainability.

6) **Project Completion**

The Respondent is required to provide a detailed estimated project schedule that covers the entire timeline, from due diligence and design to construction and the projected opening date for customers. This schedule should be well-structured, indicating key milestones, deadlines, and dependencies. Additionally, it should include flexibility to accommodate changes that UA may deem necessary. Here's a framework for the project schedule:

Design Phase:

Conceptual Design: [Start Date] - [End Date]

Detailed Architectural and Engineering Plans: [Start Date] - [End Date] Environmental Impact Assessment (if applicable): [Start Date] - [End Date]

Construction Phase:

Pre-construction Activities (site preparation, utility installations, etc.): [Start Date] - [End Date]

Building Construction: [Start Date] - [End Date]

Landscaping and Infrastructure: [Start Date] - [End Date] Interior Build-Out (if applicable): [Start Date] - [End Date]

Project Opening:

Final Inspections and Quality Assurance: [Start Date] - [End Date]

Soft Opening (if applicable): [Start Date] - [End Date]

Grand Opening: [Start Date]

Post-Construction Phase:

Ongoing Maintenance and Monitoring: [Start Date] - [Ongoing]

UA's Review and Decision Points:

Design Review by UA: [Date] Permit Approvals: [Date]

Any other UA-required review points: [Dates]

Please note that the specific dates should be filled in by the Respondent based on their project plan. It's crucial to acknowledge UA's right to make changes to the project schedule as needed to accommodate evolving requirements and ensure a successful partnership. This schedule provides a transparent framework for all parties involved in the project.

7) Permits

The Respondent bears the sole responsibility for obtaining all necessary land use permits and licenses required for the operation of the proposed improvements on the Site. This includes any permits related to construction, environmental compliance, health and safety, and any other regulatory requirements relevant to the development.

8) Project Tenants

Each proposal should describe the type of business(es) the Respondent envisions occupying the Site. The type of businesses permitted must, in UA's sole discretion, be compatible with the location and consistent with UA's mission and values. The Respondent should describe any form of assurances and lease provisions which it believes will ensure that only the type of business proposed by the Respondent will occupy the building during the duration of the lease. UA does not allow subletting without approval from The UA Board of Trustees and retains the right to decline any type of business for any reason and to propose any lease provisions or sale conditions necessary to ensure compliance with this Paragraph 8.

9) Community Concerns

Each proposal must provide a comprehensive plan for addressing and resolving community concerns associated with the development project, particularly in the vicinity between McFarland Blvd and 13th Avenue. The following aspects should be addressed:

- A. Lighting Design: Detail the proposed lighting plan, emphasizing how it will enhance safety and security while minimizing light pollution for nearby residents.
- B. Green Spaces: Outline the incorporation of green spaces, parks, or landscaping to enhance the aesthetic appeal of the area, provide recreational opportunities, and contribute to environmental sustainability.
- C. Signage: Specify the design and placement of signs within the development to ensure compliance with local regulations while effectively conveying information to visitors.
- D. Parking Solutions: Elaborate on the parking plan, including provisions for sufficient parking spaces, efficient layout, accessibility, and any sustainable or innovative parking solutions.
- E. Security Measures: Describe the security measures that will be implemented to ensure the safety and well-being of residents, visitors, and the community at large.

By addressing these community concerns comprehensively and demonstrating a commitment to collaboration with local authorities, the Respondent can showcase their dedication to creating a development that is not only economically viable but also harmonious with the surrounding neighborhood and its residents.

10) Parking

Each proposal should clearly specify the parking requirements associated with the project and present a comprehensive solution to address these parking needs. This should include the following:

- A. Parking Demand Assessment: Provide an analysis of the anticipated parking demand based on the proposed development, considering factors such as the type of businesses, expected foot traffic, and peak usage times.
- B. Parking Capacity: Describe the proposed parking capacity, including the number of parking spaces, their distribution, and any parking structures or lots that will be utilized.
- C. Accessibility: Ensure that the parking solution takes into account accessibility for all, including individuals with disabilities, and complies with relevant regulations and codes.
- D. Sustainability: If applicable, discuss any environmentally friendly or sustainable features incorporated into the parking solution, such as electric vehicle charging stations or green infrastructure.
- E. Traffic Flow: Address how the proposed parking solution will manage traffic flow to and from the development, including ingress and egress points, traffic signals, and any planned improvements to nearby roads.
- F. Land Use Integration: Explain how the parking plan integrates with the overall land use and design of the development to create a seamless and aesthetically pleasing environment.
- G. Storm Water Management: Explain and illustrate if applicable how any construction and new development, such as parking, will address stormwater runoff and be compliant with the University of Alabama Stormwater Management Policy. The Site will be under UA's MS4 permit. Please review and the University of Alabama Stormwater Management Policy:

https://secure2.compliancebridge.com/uat/public/getdocUA.php?file=193

By presenting a clear and well-thought-out plan for parking requirements and solutions, respondents can demonstrate their understanding of the practical aspects of the development and its impact on the surrounding area.

11) Environmental Hazards

- A. Respondent agrees, at its expense, to comply with all Federal and State of Alabama laws and regulations governing or applicable to the disturbance, removal, transportation, storage, and disposal of Hazardous Substances in connection with any of its activities on the Site.
- B. The term "Hazardous Substances" shall include, without limitation, (1) hazardous substances and hazardous wastes as defined by, covered by and regulated by, the Resource Conservation and Recovery Act (42 USC §6901, et sec.), the Comprehensive Environmental Responsibility Compensation and Liability Act (42 USC §2591, et sec.), or the Clean Air Act (40 USC §7401, et sec.) and as any of such laws may be amended, or any regulations promulgated thereunder and (2) and any substance or material containing one or more of any of the following: "hazardous material," "hazardous waste," "hazardous substance," "regulated substance," "petroleum," "pollutant," "contaminant," or "asbestos," as such terms

are defined in any applicable environmental law, in such concentration(s) or amount(s) as may impose clean-up, removal, monitoring or other responsibility under any applicable environmental law.

12) Respondent Qualifications

Each Respondent must submit a summary of its applicable experience and ability to develop, construct, plan and manage the redevelopment project as follows (failure to do so will disqualify Respondent):

A. Financial Data: Provide financial data, including audited financial statements, for the last three fiscal years. This information offers insights into the Respondent's financial stability and capacity to undertake the project.

- B. Organizational Chart: Present an organizational chart that outlines the structure of the Respondent's team and key individuals involved in the project. Include resumes for these key personnel to highlight their qualifications and expertise.
- C. Financial References: Share financial references, which may include references from banks, financial institutions, or other relevant entities that can vouch for the Respondent's financial credibility and track record.
- D. Recent Developments: Describe and specify the location of similar developments completed within the last three years. Include the names and addresses of these developments, along with the contact information of the owner or a contact person at each development. UA may reach out to these references to verify the Respondent's capabilities and performance.
- E. Additional Information: Provide any other information that the Respondent believes demonstrates or evidences their experience and ability to manage and operate the retail project on the Site. This could include relevant certifications, awards, or additional project examples that showcase their expertise.

13) Academic Value

Each Respondent should provide ideas on how they will be able to collaborate and add value to the academic mission of UA.

- A. Multi-disciplinary Internship Opportunities: The Respondent envisions offering multi-disciplinary internship opportunities that span the planning, construction, and operational phases of the business development. These internships not only provide valuable hands-on experience for students but also contribute to their academic and professional growth. Additionally, the proposal suggests extending internship opportunities beyond this development, showcasing a commitment to broader educational engagement and skill-building for students.
- B. Collaboration with Faculty: The Respondent expresses a willingness to collaborate with faculty members at UA. This collaboration may involve various activities, such as contributing to research projects, serving as guest speakers in relevant classes, or engaging in other ways that involve faculty in the project. This engagement fosters a dynamic exchange of knowledge and ideas between academia and the business world, enriching the academic experience for students and faculty alike.

14) Value to the Community

Each Respondent should describe how their project will economically and socially impact Tuscaloosa.

A. Estimated Jobs and Compensation: Provide an estimate of the number of full-time and part-time jobs that the development is expected to create. Additionally, detail the average salary and benefit package for these positions. This information helps assess the economic impact in terms of employment opportunities and income for the local workforce.

B. Positive Contributions to Tuscaloosa: Describe various ways in which the development will positively contribute to Tuscaloosa beyond job creation. This may include benefits such as increased tax revenue, support for local businesses through increased foot traffic, contributions to community programs or charities, and enhancements to the overall quality of life for residents.

15) Miscellaneous

- A. Any costs incurred by a Respondent in preparing or submitting a proposal will be the Respondent's sole responsibility. UA will not reimburse for any costs incurred in responding to the RFP.
- B. UA will not be bound by oral clarifications, instructions, or responses to questions provided at any time prior to lease award. UA reserves the right to require Respondents to present information in-person. After evaluation of all RFPs submitted for this Project, UA will notify the successful Respondent of its selection. The final negotiated Leases(s) will be submitted to UA Board of Trustees for its approval. UA reserves the right to negotiate with multiple Respondents simultaneously if their proposals, or portions of their proposals, can all be executed on the Site together.
- C. All responses, inquiries, and correspondence related to or in reference to the RFP, any reports, charts, displays, drawings, schedules, exhibits, or other documentation submitted by a Respondent as part of its response to the RFP shall become the property of UA when received. By responding to this RFP, respondent understands and acknowledges that UA is a public corporation and constitutional instrumentality of the State of Alabama, and any proposal response may be subject to public disclosure pursuant to the Alabama Open Records Act, Ala. Code § 36-12-40. Respondent assumes responsibility for designating with specificity any material that it requests UA treat as confidential. A proposal response marked confidential in its entirety will not be considered confidential. Further, confidential notations in the header/footer of response pages will be disregarded. Respondent understands that failure to designate information confidential in accordance with this section will result in UA deeming that information non-confidential. Examples of information that may be considered confidential includes, without limitation, respondent qualifications, financial data, references, etc.
- D. UA anticipates making an award in a timely fashion, however, the proposals submitted shall be binding upon the Respondent for 180 days following the Proposal Due Date. UA, at its discretion, may reject any proposal that shortens the acceptance period.
- E. Respondent agrees not to issue a news release or commercial advertising or any other type of public communication regarding its participation in any part of this RFP process, including the award of the project prior to receiving written approval from UA.
- F. After submission and review of the proposals, UA, at its discretion, may conduct interviews with one or more of the Respondents to the RFP. The interview will give the Respondent an opportunity to review its proposal and explain its value and benefit to UA. A Respondent who is contacted for an interview but who refuses to participate in an interview will be eliminated from lease award.

- G. UA reserves the right to accept or reject all proposals, to waive any informalities in a proposal, and, unless otherwise specified in writing by the Respondent, to accept any items in the proposal.
- H. Each proposal submitted must be signed and dated by an official who is authorized to bind the Respondent.
- I. Insurance requirements will be identified in the Lease. Additional insured status on the general liability policy will be required.

SELECTION PROCEDURE

- 1. UA will analyze each proposal. The proposal(s) which, is deemed most advantageous overall to UA will be selected for final negotiations and thereafter for incorporation in appropriate documents. The factors to be considered in selection include, but are not limited to:
 - A. The best overall economic return to UA.
 - B. The financial qualifications and prior experience of the Respondent.
 - C. Experience executing similar projects in a timely manner that have shown to be fiscally sustainable.
 - D. The responsiveness and completeness of the Respondent's proposal regarding the RFP specifications and stated concerns of UA; and
 - E. The award made shall be in the best interests of UA, as solely determined by UA.
- 2. During the evaluation of the proposals, UA may inspect completed projects, interview one or more of the prospective Respondents and make other inquiries concerning the proposal. All Respondents who submitted proposals will be notified of the final selection.
- 3. UA reserves the right to waive informalities in the proposal evaluation process and the right to reject any or all proposals. UA will consider any proposal that merely states that it will "match the best offer received by the University" as non-responsive and that proposal will not be evaluated.
- 4. The selected proposal for development is subject to approval by The Board of Trustees of The University of Alabama. Should The University of Alabama Board of Trustees not approve the selected proposal, UA shall have no obligation hereunder. Further, UA shall have no obligation hereunder if UA and Respondent are unable to reach an acceptable Lease Agreement.

APPENDICES

Appendix A: Proposal Summary Sheet
Appendix B: Conceptual Site Plan

Appendix C: Snow Hinton Park Master Plan Appendix D: Market & Population Overview

APPENDIX A PROPOSAL SUMMARY SHEET

A.	Respondent's Name:
В.	Respondent's Contact Person's Name, Address, Email, and Telephone Number:
C.	Proposed businesses / retail operations:
D.	Financial Overview:
	a. Annual Income to University beginning on lease approval through term of the lease:
	b. Estimated annual economic impact to City of Tuscaloosa through the term of the lease:
E.	Square footage and parking proposed requirements:
F.	Lease Term, including any renewals:

G. Proposed	Proposed Date of Retail Space Completion:					
Add additio	nal sheets that may be	e necessary to gi	ve a full and co	omplete answer.		
Dated this th	neday of	, 20				
By:						
Title:						

APPENDIX B Conceptual Site Plan



APPENDIX C Snow Hinton Park Master Plan

Snow Hinton Park (elevatetuscaloosa.com)

APPENDIX D Market & Population Overview











