# THE UNIVERSITY OF ALABAMA

Request For Proposals Development Project Campus Drive/West Campus 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 13, 2023

Title: Campus Drive / West Campus Development

UA representative: Charlotte S. Park

Phone: (205)348-8561

Email: cspark1@ua.edu

#### 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.

RETURN ALL COPIES OF PROPOSALS TO: THE UNIVERSITY OF ALABAMA UNIVERSITY LANDS & REAL ESTATE SERVICES (Street Address) 1115 14<sup>TH</sup> Street Tuscaloosa, Alabama 35401 OR

(Mailing Address) Box 870176 Tuscaloosa, Alabama 35487

#### TABLE OF CONTENTS

IISSION OF THE UNIVERSITY OF ALABAMA	.4
NTRODUCTION	.5
ITE DESCRIPTIONS	.6
FP SUBMISSION INSTRUCTIONS	.7
ROJECT SPECIFICATIONS	.9
ELECTION PROCEDURE1	.8
PPENDICES1	.9



# 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:

- 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.
- Graduate education that is deeply vested in subject matter knowledge, professional content, research skills and creative activity.
- 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.
- 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 synergistic relationship between this development and the existing retail in the vicinity and along University Boulevard.
- Attract students, their families, alumni, and the community by creating an engaging and aesthetically pleasing retail 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 find the appropriate partner for a unique and exciting commercial development opportunity in Tuscaloosa, Alabama. UA is considering construction of a retail development to support student and community needs as well as add liveliness and appeal to the area. The project is known as the Campus Drive West Campus Development ("Site".) The Site is ideally situated adjacent to a vibrant retail and entertainment district at the western edge of UA's campus. The Site fronts on Campus Drive, which runs south to its intersection with University Boulevard. This is the main vehicular access to campus and serves approximately 16,000 vehicles daily. University Boulevard and the surrounding area are comprised of premiere commercial outlets and consists of densely populated student housing, luxury condominiums, fraternity and sorority houses, shopping, sports bars, restaurants, and the world-famous Bryant-Denny Stadium.

UA seeks to ground lease the Site or build to suit square footage to a retail partner(s), or a single use partner, that will add energy and vibrancy to student life and the campus community, as well as provide an opportunity to enhance the healthy environment and safety of the area. 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 of the site, as well as proposals that require UA to build-out the development to mutually agreed upon specifications and lease the square footage. The goal is to develop the whole Site, but UA will accept proposals on only a portion of the properties 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.

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

https://buildingbama.ua.edu/west-campus-development/



#### SITE DESCRIPTIONS

The Site is comprised of two lots, consisting of approximately 4.3 acres that front Campus Drive (see Appendix B, Conceptual Site Plan). A majority of the Site is currently designated for overflow student and employee parking, with the exception of Roanoke Apartments, which UA plans to demolish in August 2024. Additional parking may be made available on the eastern side of Campus Drive. The foregoing is not intended to limit the scope or type of proposed development; UA will evaluate each proposal based on its overall merits, financial value, and benefit to the experience of students and community. Development proposals requiring land exceeding that owned by UA will receive consideration, but the acquisition of any additional land will be the sole responsibility of the Respondent.

Within a three-mile radius of the Site there is a total population of approximately 76,000 residents as well as a diverse supply of commercial developments (see Appendix C, Market & Population Overview). This thriving community provides a robust foundation for potential development opportunities.



#### **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, or email entitled "Campus Drive West Campus 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:

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

October 13, 2023	Request for Proposal Issued
November 30, 2023	On Campus Pre-Proposal Information Session (Not Mandatory)
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

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 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. 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.
- Intent to attend the On Campus Pre-Proposal Information Session should be communicated via e-mail to the University Lands and Real Estate Services Officer

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

Charlotte 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/west-campus-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, academic, and student value considerations.

#### PROJECT SPECIFICATIONS

This RFP seeks to solicit proposals for the leasing 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 retail 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

UA holds ownership of the Site, as generally identified in Appendix B, Conceptual Site Plan. Proposals submitted by respondents should explicitly specify one of the following options:

Build-to-Suit: UA shall take responsibility for the construction and build-out of the site to mutually agreedupon specifications, after which the space will be leased to the selected Respondent.

Ground Lease: UA shall enter into a ground lease agreement with the selected Respondent, granting them the authority to oversee and execute the construction themselves.

It is important to note that in either scenario, rigorous plan review and approval by UA, as the property owner, will be mandatory. This ensures that the development aligns with UA's standards and expectations.

#### 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:

<u>Design Guidelines & Standards – Construction Public Information | The University of Alabama (ua.edu)</u> 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) Lease

The Respondent may propose either a Ground Lease or a Build-to-suit Triple-Net Lease to be developed by UA. 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. Build-to-suit / Triple Net Lease

- i. The Respondent will be responsible for all taxes and levies, assessments, insurance, utility and service charges, construction costs, maintenance costs, and any other cost or expense associated with or incurred because of its operation during the lease term. This will be captured in the form of a triple-net-lease with a CAM fee. Any due diligence deemed necessary by the Respondent should be completed prior to proposal submission.
- ii. The proposal shall specify the amount of square footage required, as well as any concept drawings and Site plans that can be used for project estimation purposes.
- iii. The proposal shall include any financial terms and conditions.
- iv. The proposal shall specify the term length of the lease, including any renewal provisions that the Respondent proposes. The proposal should also describe any other special provisions which the Respondent deems necessary to its Project.
- 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 if selected for further negotiations.
- vi. The detailed design process shall commence after the execution of the Lease. All costs incurred by UA shall be paid for by the selected Respondent.
- 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.

#### 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 repairs 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.

#### 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**

Proposals should describe in detail the type of business(es) the Respondent envisions occupying the Site. Because the project will be located next to UA's campus, 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 necessary to ensure compliance with this Paragraph 8.

#### 9) Community Concerns

Each proposal should describe how the Respondent will resolve community concerns such as increased traffic in the immediate area on Campus Drive and University Blvd, noise, lighting, green spaces, signs, parking, and security. The Respondent, in coordination with UA, must coordinate with the relevant City of Tuscaloosa departments, as appropriate. 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 Students

Enhancing the vibrancy of the students' experience by creating an engaging and experiential destination is of utmost importance. Respondents are required to provide a comprehensive description of how this project will achieve the following objectives:

A. Engage Students During Leisure Time: The proposal should outline specific features, amenities, or activities that will captivate and involve students during their leisure hours. This could include recreational

spaces, entertainment options, cultural offerings, or any other elements designed to enrich the student experience.

B. Provide a Desirable Amenity for Recruitment and Retention: Respondents should detail how the proposed development will serve as a highly desirable amenity that contributes to the attraction of prospective students and aids in retaining current ones. Explain how the project aligns with UA's goals of creating an appealing campus environment that enhances recruitment efforts and fosters student loyalty.

These aspects are crucial for creating a dynamic and student-centered development that aligns with UA's objectives.

#### 15) 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.

#### 16) 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 by UA 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 nonconfidential. Examples of information that may be considered confidential includes, without limitation, respondent qualifications, financial data, references, etc.

- D. UA anticipates making a lease award in a timely fashion, however, the proposals submitted shall be binding upon the Respondent for 180 days following the proposal opening date. UA, at its discretion, may reject any proposal that shortens the acceptance period.
- E. The Respondent agrees not to issues a news release or commercial advertising, or any other type of public communication regarding its participation in any part of the 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 ground lease or build to suit agreement. 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 most likely to enhance the experience of students, alums, community members and visitors to UA.
  - C. The financial qualifications and prior experience of the Respondent.
  - D. The Respondents experience executing similar projects in a timely manner that have shown to be fiscally sustainable.
  - E. The responsiveness and completeness of the Respondent's proposal regarding the RFP specifications and stated concerns of UA; and
  - F. The overall value provided to UA's academic mission.
  - G. 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.

#### <u>APPENDICES</u>

Appendix A:Proposal Summary SheetAppendix B:Conceptual Site PlanAppendix C:Market & Population Overview

### APPENDIX A PROPOSAL SUMMARY SHEET

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

G. Proposed Date of Retail Space Completion:

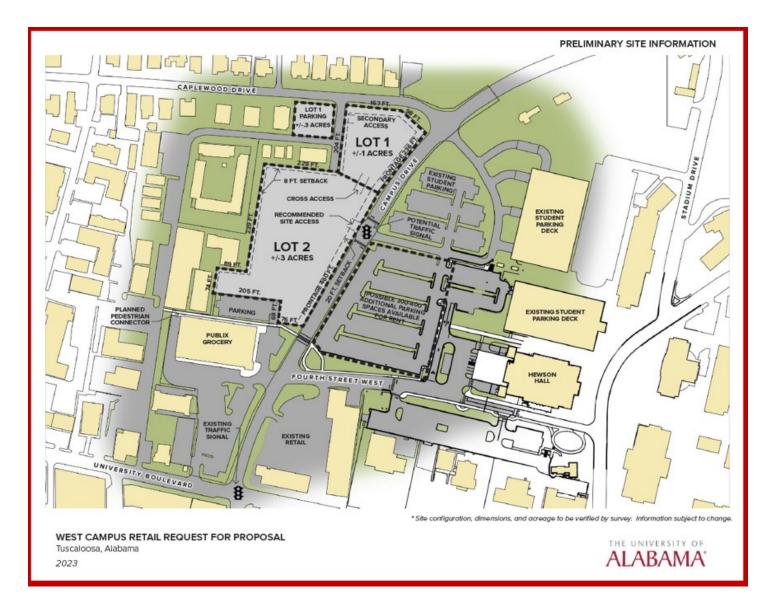
Add additional sheets that may be necessary to give a full and complete answer.

Dated this the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 202\_\_\_\_

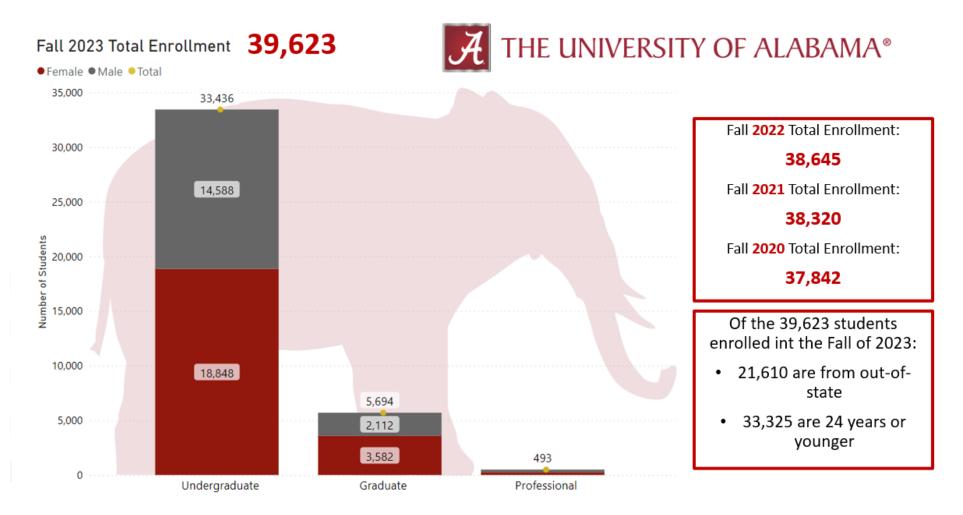
By: \_\_\_\_\_

Title: \_\_\_\_\_

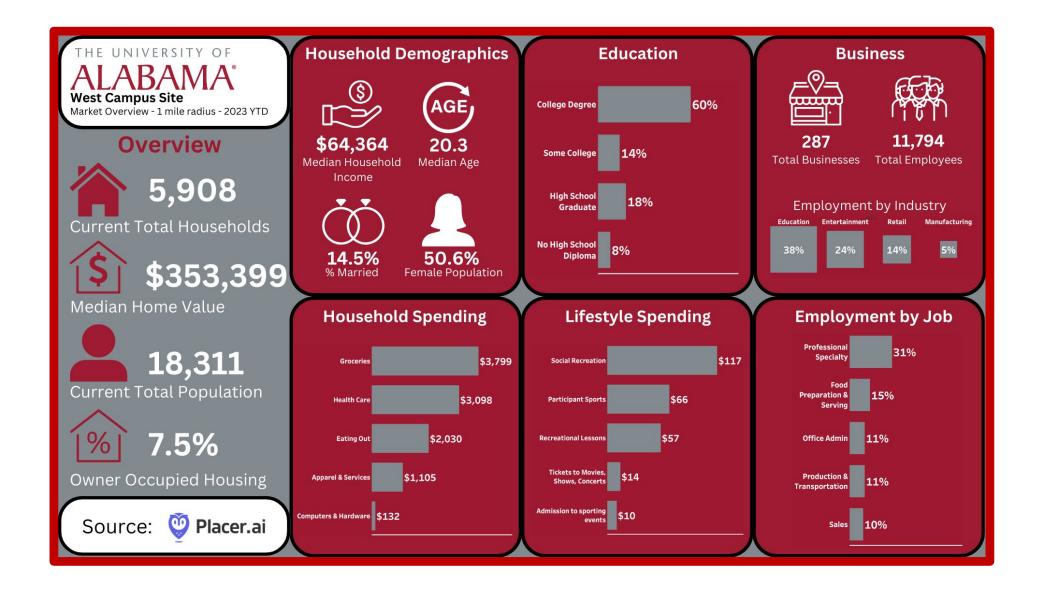
### APPENDIX B Conceptual Site Plan

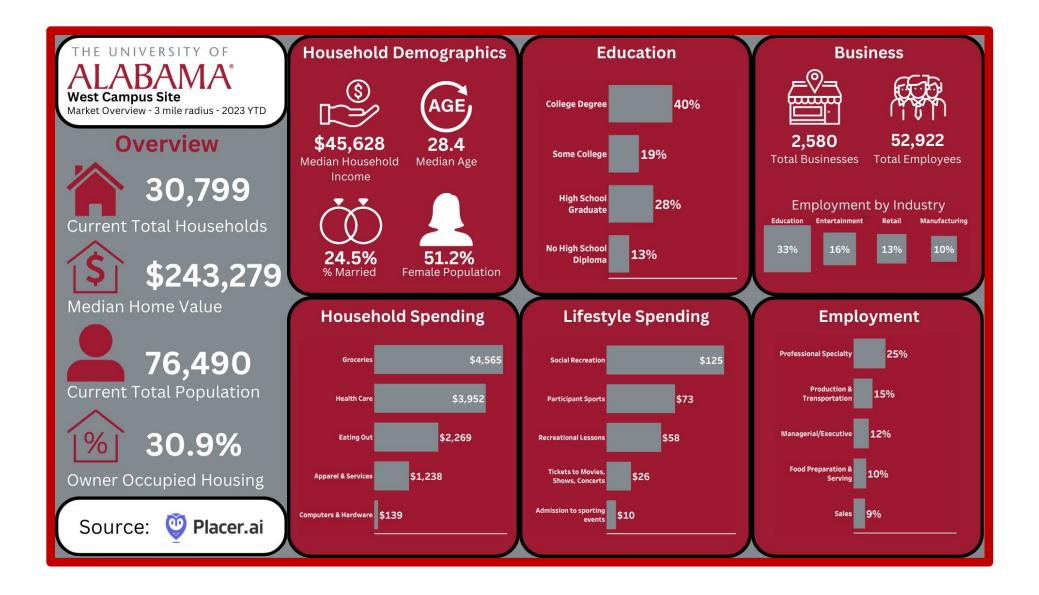


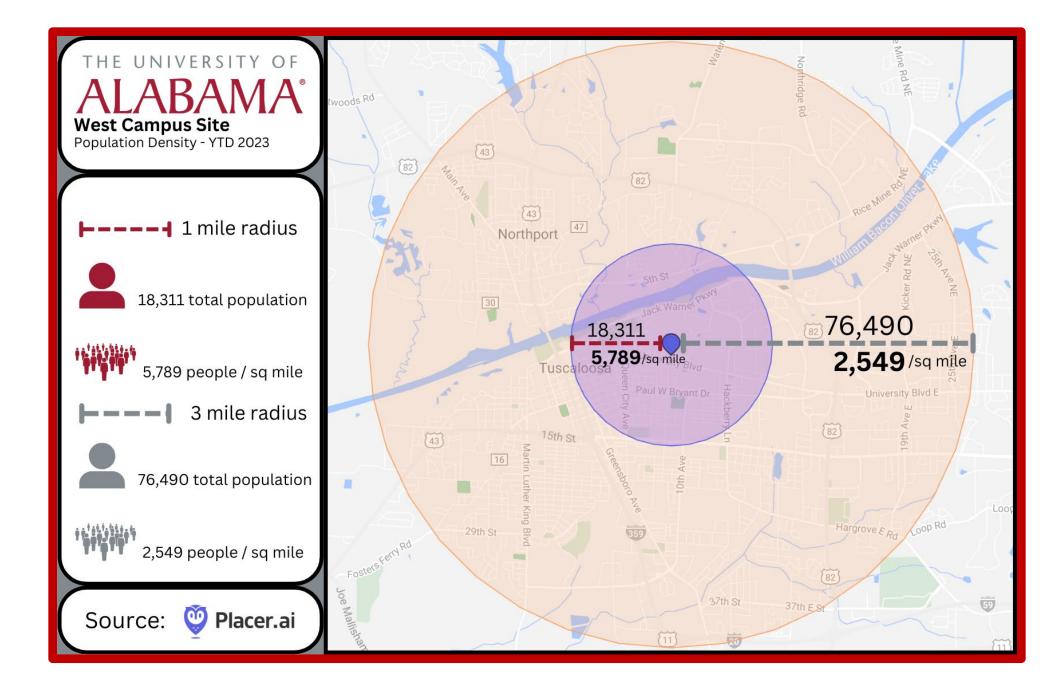
## APPENDIX C Market & Population Overview



\*Data provided by Office of Institutional Research & Assessment: https://oira.ua.edu/new/interactiveFB/









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	A Merel & A		1010 Elmwood Dr	[1]	2	10
New Multi-Family Housing			1010 22nd Avenue	[2]	5	15
Since 2020		AL CAN	1001 13th Street	[3]	2	10
Since 2020			Union on Frank	[4]	238	396
			492 Meador Drive	[5]	3	12
		STATISTICS AND ADD	520 15th Avenue	[6]	3	12
			954 Parkview Drive	[7]	4	19
	No man and	A the second second second	Drew and Stallings	[8]	18	72
	and the state of the		Bungalows on Grace	[9]	6	30
	-S Warns -		Midtown Cottage	[10]	3	12 😁
	1 1. 1. 100	A RUL BAR	11th Street Apartments	[11]	30	32
			711 12th Street	[12]	3	9
28			1006 Elmwood Dr	[13]	2	10
	27	S MAR AND BE	Ivory on 23rd	[14]	10	30
	4	1 1 - Canada an	Highland House	[15]	9	36
	26	S. THES. MARSH	Sam Parks	[16]	4	18
	25		Newton Square	[17]	3	5
			Enclave on 8th	[18]	16	80
	4	La F PAR	Spruill Duplexes	[19]	6	26
	34. 0		14 & 22nd Townhomes	[20]	6	18
			My House on 13th	[21]	45	225
			The Walk	[22]	86	245
	A A A A A A A A A A A A A A A A A A A		Uncommon	[23]	132	296
	1 15 m + 1	Martin and Ar	Time Square	[24]	21	96
		11 16	Tradition on the 50	[25]	44	155
		A STATE OF THE OWNER OF THE OWNER OF	Westgate	[26]	68	177
	In the second	a strate to	Here	[27]	239	430
AND THE REAL PROPERTY OF THE REAL PROPERTY OF THE REAL PROPERTY OF THE REAL PROPERTY OF THE PR		22 12 12	The HUB	[28]	152	485
	SAR BU MARCON		Park Place	[29]	13	38
A MARKED CONTRACTOR OF THE STATE			Total	29	1173	2999
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