

I. SCHEDULE

Request for Development Proposals

- October 31, 2016 - RFDP is advertised and/or distributed to Developers.
- November 1, 2016-November 18, 2016 - Question and Clarification Period.
- November 18, 2016 - Question and Clarification Period ends.
- December 14, 2016 - Statement of Qualifications & Proposals are due to ACED.
- January 13, 2017 - Qualified Developer(s) is selected.

SUBMIT TO:

Peter M. Rubash, Esq.
Project Manager
Allegheny County Department of Economic Development
One Chatham Center, Suite 900, 112 Washington Pl.
Pittsburgh, PA 15219
(412) 350-1093.

ON OR BEFORE 3:00 P.M. ON DECEMBER 14, 2016.

II. OBJECTIVE

The purpose of this Request for Development Proposals (the “RFDP”) is to provide interested developer(s) and/or real estate professional(s) (collectively, “Developers,” and in the singular, a “Developer”) with information to enable them to prepare and submit a proposal (the “Proposal”) for the purchase and development of a parcel of property owned by the County of Allegheny (the “County”), known as 3342 Fifth Avenue, Pittsburgh, PA 15213 and more particularly identified as Block & Lot 28-E-19 (the “Site”) in accordance with the criteria and conditions set forth herein which will enable the County through its Department of Economic Development (“ACED”) to select a qualified and experienced Developer to purchase and develop the Site.

III. GENERAL INSTRUCTIONS AND INFORMATION

A. About this Document

This document is a Request for Development Proposals. The County, through ACED, is requesting the submission of Proposals emphasizing not only the purchase price to be paid for the Site, but also the scope and quality of the development of the Site, intended use, job creation, tax revenue, environmental impact, impact on the surrounding neighborhoods, the time line for completion and other factors as described below. This RFDP shall not be construed to create or provide any private or public right or cause of action for or by any person or entity, or to impose any specific obligations on ACED or the County.

The RFDP process is intended to allow the County to receive and review Proposals and, if necessary, negotiate with Developers prior to conveying the Site as part of separate sales and development agreements. At the conclusion of the RFDP process, the County contemplates entering into a sales agreement and a development agreement to a qualified responsible Developer submitting the best overall Proposal. ACED reserves the right to negotiate, select, and subsequently recommend the Developer which submits the best overall Proposal for the purchase and development of the Site to the County Manager and to County Council.

HOWEVER, the issuance of this RDFP does not obligate the County to enter into a sales agreement or development agreement for the Site. The County, through ACED, reserves the right to reject any and all Proposals submitted.

ACED therefore invites interested Developers to submit their qualifications and Proposals for the development of the Site. ACED is interested in obtaining each Developer’s concept for the development and intended use of the Site as well as the means and strategy that the Developer intends to implement to successfully complete the development of the Site. This information, coupled with the purchase price offered for the purchase of the Site, as well as other information provided in the submitted Proposal, will serve as the basis for subsequent negotiations and selection.

B. Examination of RFDP Documents and the Site

Interested Developers should carefully examine all RFDP documents and thoroughly familiarize themselves with the Site and all of the requirements hereinafter set forth prior to submitting a Proposal. Prior to submitting a Proposal, each Developer shall be responsible for making all investigations and examinations that are necessary to ascertain existing Site conditions and restrictions to the extent necessary to submit a Proposal that meets all of the requirements of this RFDP.

C. Addenda to RFDP

ACED reserves the right to issue addenda for the purpose of supplementing, clarifying, revising or amending the RFDP (collectively, the "Addenda"). Any Addenda so issued shall be kept on file at ACED's offices. In addition, all Addenda will be mailed to each Developer who received a copy of this RFDP and who has entered its name and address on the list maintained by ACED for such purpose. Nevertheless, it is the responsibility of each Developer to: (1) inquire as to the issuance of any Addenda, (2) ascertain prior to submitting a Proposal that all Addenda have been received, and (3) acknowledge in said Proposal that all Addenda have been received. All Addenda shall become part of this RFDP at the time they are issued, and all Developers shall be deemed to have constructive knowledge and notice of, and to be bound by, such Addenda, whether or not they are in actual receipt thereof.

D. Conflict of Interest

Developers shall neither offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County. By signing their Proposal, the Developer certifies and represents to the County that the Developer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantaged information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFDP.

E. Proposal Preparation Costs

Each Developer agrees that the cost of all materials, preparations and presentations involved in the submission of its Proposal and/or its participation in the selection process shall be borne by the Developer at its sole cost and expense. Neither ACED nor the County shall under any circumstances be responsible for any costs or expenses incurred by a Developer in preparing a Proposal or response to this RFDP or in participating in any subsequent steps in the selection process, such as providing additional information to the County/ACED, engaging in negotiations and/or discussions with the County/ACED, and/or making presentations to any interested parties. Each Developer agrees that all documentation and materials submitted either with a Proposal or at any point during the selection process shall remain the property of ACED.

F. Diversity

The County does not discriminate on the basis of race, color, creed, religion, disability, or sexual orientation. Furthermore, minority, women, and disadvantaged business owners are encouraged to pursue business opportunities with the County.

G. No Co-Partnership

No partnership, joint venture, or other business combination or agency relationship shall be deemed to be created between the County/ACED and any Developer by virtue of this RFDP, the selection process or otherwise.

H. Proposal Coordinator

For additional information concerning this Request for Development Proposals, interested parties may contact Peter M. Rubash, Esq., Project Manager at (412) 350-1093.

IV. SUBJECT SITE CONDITIONS

A. Physical Condition and Limitations

The Site is bordered to the south and east and west by adjoining and unrelated parcels and to the north by Fifth Avenue. The Site has access to Fifth Avenue and Euler Way. The Site is 0.572 acres. At the present time a building and parking lot are on the Site. The Site, located in the Oakland section of the City of Pittsburgh, is situated directly across from Carlow College and is also near the University of Pittsburgh, with residential neighborhoods to the southeast and in the surrounding areas. The Site is approximately two (2) miles from downtown Pittsburgh.

B. Environmental/Deed Restrictions

Environmental reports and/or Deed restrictions limiting future usage types on the Site are not known to exist; however, it is incumbent upon the Developer to investigate and obtain and evaluate this information, should it exist.

C. Utility Information

All public and private utilities are available to serve the boundaries of the Site. Relocation of some utilities may be required. All necessary relocation plans and specifications are subject to approval by the appropriate agencies, authorities, and/or organizations.

D. Zoning

The Site is currently zoned as an “Oakland Public Realm District” as defined by the City of Pittsburgh Zoning Code. Inquiries on specific zoning requirements should be made to the City of Pittsburgh.

V. SELECTION PROCESS AND CRITERIA

A. Review and Selection

Representatives of ACED will review all Proposals that are submitted to identify those which, in the ACED’s judgment, offer the best return to the County, have the most qualified Developer, and is an appropriate development/use for the Site. The review may include requests for additional information and interviews and negotiations with Developers. The County reserves the right to reject any and all Proposals, in whole or in part, in its sole discretion, for any reason.

Upon receipt of the Proposals, ACED will commence its review and selection process. At any time during the selection process, ACED may request from Developers more detailed project information, including but not limited to conceptual designs and financial information, including a development and operating pro forma. ACED, in its sole discretion, may require Developers to make one or more formal presentations to ACED.

One or more Proposals may be selected by ACED as best meeting the goals for the Site and such Proposals may be explored further by ACED.

The ACED will carefully review all responses to the RFDP and will schedule follow-up meetings with the most qualified Developers who have submitted development concepts consistent with the goals and objectives of this RFDP.

The ACED may elect to negotiate with more than one Developers to determine which Proposal offers the best return to the County, has the most qualified Developer, and is an appropriate development/use for the Site.

B. Sources of Information and Criteria

ACED will make its selection of the most appropriate development based on the following criteria:

- Price to be paid for the purchase of the Site;
- The Developer’s Proposal submitted in response to this RFDP;
- Interviews with and oral presentations of the Developer;
- Investigations of prior projects completed by the Developer;
- The Developer’s performance in previous undertakings;
- Credit record, civil judgment search and criminal background search;

- Financial information submitted by or requested from Developers;
- Developer’s qualifications and experience (including but not limited to principals, key managers, consultants and team members);
- General Design and Zoning Requirements - All Proposals should be designed to respect and complement the scale and proportions of adjacent properties and projects;
- The scope and quality of the development of the Site;
- Intended use of the Site;
- Job creation;
- The value of the proposed improvements and projected tax revenue;
- Environmental impact;
- Benefit to and impact on the surrounding neighborhoods;
- The time line for completion;
- The Developer’s financials, financing and financial commitment to the project. **Public subsidies should not be presumed;**
- Commitment by the Developer to meet or exceed the County’s M/W/DBE participation goals. Additionally, Developers should include any demonstration of meeting or exceeding the County’s M/W/DBE participation goals on prior projects. For information on the M/W/DBE Program, contact the Allegheny County Department of Minority, Women and Disadvantaged Business Enterprise at (412) 350-4309 and on the County of Allegheny web site at: <http://www.county.allegheny.pa.us/mwdbe/>;
- The Developer’s ability to pay the purchase price at closing as well as complete development of the Site as approved by the County;
- Demonstrated history of utilization of local workforce, where appropriate, on prior projects; and
- References.

VI. SUBMISSION REQUIREMENTS

A. Procedures for Submission of Responses to RFDP

To be considered, a Developer shall submit a complete response to this RFDP. ACED encourages creative and innovative Proposals that are compatible with local land-use policies. Proposals shall be straightforward and contain a concise delineation of the Developer’s capability to deliver the proposed development.

Proposals shall be comprehensive, accurate, bound and contained on 8-1/2” X 11” paper with foldouts if necessary. Developers shall submit three (3) copies of the Proposal and any exhibits or attachments thereto. Submissions must be hand delivered or delivered by postal or delivery service by the time indicated below; e-mail or electronic delivery will not be accepted. Submissions lacking one or more of the requested documents may be considered irregular. ACED reserves the right to reject any irregular submission and reserves the right to waive any irregularity in submissions.

It is the Developer's sole responsibility to read and comply with this RFDP and the written instructions contained herein.

B. Mailing Address & Submission Deadline

Responses to the RFDP shall be submitted to:

**Peter M. Rubash, Esq.
Project Manager
Allegheny County Department of Economic Development
One Chatham Center, Suite 900, 112 Washington Place
Pittsburgh, PA 15219**

Responses are due in the above office on or before 3:00 p.m. on December 14, 2016. Responses to the RFDP that are not received in the above office prior to the time and date specified will be considered late.

C. Content of Proposals & Developer Qualification

A DEVELOPER'S PROPOSAL SHOULD CONTAIN THE INFORMATION REQUESTED BELOW ARRANGED IN THE FOLLOWING ORDER:

1. *Cover Page* [should include the name of the Project, name address and phone number of the Developer and Date];
2. *Letter of Transmittal*. The Letter of Transmittal section shall contain the following information:
 - a) Legal name, address and organizational information of the Developer along with the names and addresses of the individual principals with the authority to legally bind and act on behalf of the Developer.
 - b) If a joint venture is being proposed, provide the above information for each entity participating in the joint venture.
 - c) Name, title, address, telephone number, fax number and e-mail address of the contact for the Developer.
 - d) Brief description of the proposed Site development and the consideration offered for the Site.
 - e) Signature of lead principal of the Developer's team.
3. *Table of Contents* [for the following items 4 through 7 and their subparts]
4. *Consideration* – State the purchase price offered for the Site and the payment terms.

5. *Proposed Development of the Site, Vision, etc.:*

Proposals shall include a description of the proposed development and/or present a vision for developing the Site. ACED recognizes that the proposed development is preliminary and that its composition and details may change. ACED is approaching this process with the flexibility that it believes necessary to create a financially feasible development plan beneficial to all parties. The Developer should include the following information in this section:

- a) A description of the nature of the development, including identification of proposed land-use.
- b) A description of the market(s) to be served by the proposed development.
- c) An explanation of how and why the proposed development is compatible with existing local land-use regulations, other requirements and integration of ACED's objectives.
- d) A preliminary development timetable including each development activity and projected completion date, including meeting frequencies and how the Developer plans to work with ACED and its project timeline. The schedule should indicate dates for major milestones, such as start of project design, construction bids, and start of construction, and should include anticipated dates for the application and receipt of funds as appropriate to the financing requirements of the project.
- e) An explanation of how and why the Proposal is complimentary to the existing environs of the Borough and its impact on the surrounding area.
- f) Job creation and anticipated tax revenues.
- g) Financing – describe how the development is to be financed.
- h.) Whether the Site will be tax exempt due to the proposed ownership's tax status.
- i.) A brief written description of the proposed development concept, including an explanation of the manner in which the development will meet the design objectives and requirements of the project. The description should include conceptual land use plans, elevation drawings from adjoining streets, and identification of exterior material and finishes.
- j.) Letters of intent to lease from prospective tenants, letter(s) of intent from financial backers or lenders, and an evaluation of the market appeal of the proposed development concept.

k.) A description of the Developer's marketing approach for the leasing and/or sale of the space in the development.

6. *Statement of Developer Qualifications.* In order to facilitate review by the ACED, please submit materials in keeping with the following Statement of Qualifications format. Developers will NOT be entitled to withdraw or amend their Statement of Qualifications for a period of ninety (90) days after its submission.

Each Developer shall provide a statement of qualifications, which shall include:

a) Overview of the Developer. The Overview section shall contain the following information:

i. A concise description of the Developer including organizational structure, identification of principals, identification of parent or subsidiary companies, length of time in business, office locations and number of personnel. If the Developer is a joint venture, please furnish this information for each entity participating in the joint venture.

ii. Evidence that the Developer, including joint venture partners, has the financial capability to carry out the proposed commitments.

b) Experience Record. The Experience Record section shall contain the following information:

i. A statement as to why the Developer is qualified to undertake this particular development of the Site.

ii. A description of the Developer's most recent successfully undertaken projects that demonstrate an ability to proceed with this project, and the details of any experience within the past ten years related to similar developments

iii. A description identifying the Developer's project team, including experience of the key personnel who will manage the development project and notable experience of the professionals or professional firms that will be used in the development. Examples include, but are not limited to, architects, engineers, attorneys, market analysts, environmental testing firms, property managers, marketing specialists, and the general construction contractor.

c) Site Development Financial Information. In this section, the Developer should provide ACED with the following information to demonstrate that the development concept is economically feasible:

i. A preliminary financial analysis of the development, including equity contribution, construction cost estimate, square footage of development, square footage by type of space to be built (retail, office, etc.), lease and operating expense estimates for the space, proposed financing, leasing/sales timetable, and operating expense estimates. A pro-forma should be submitted that provides estimates of the square footage, rental rates, operating costs, construction costs and any critical assumptions that may affect the project.

ii. A statement describing any assistance or concessions expected by the Developer from the County, ACED and/or any other public or government sources. Neither this RFDP nor any part or aspect of the selection process shall in any way obligate ACED to grant any assistance or concessions expected or requested by the Developer.

iii. A statement on whether the proposed development is contingent on any local, State or Federal government action (e.g., regulation changes, Site access issues, public funding such as grants, loans or special tax actions), as well as the justification for such government action and the methods to be implemented for successfully obtaining such government action.

d) Authorization to conduct background search and release information. Developers shall execute all necessary forms and permissions granting ACED the right to conduct background checks and obtain financial information.

VII. POST SELECTION REQUIREMENTS

A. Allegheny County Administrative Code: ACED's recommendation is subject to the requirements of Section 5-701.03 of the Allegheny County Administrative Code which requires that all costs associated with the transaction (including the cost of an appraisal) be paid by the Developer as well as the prior approval of the County Manager and the Allegheny County Council by ordinance.

B. Written Agreement Required. Once approved by the County Manager and County Council, the selected Developer or Developers (the "Selected Developer") must be willing to negotiate and enter into a formal, written sales agreement (the "Sales Agreement") with the County for the purchase and sale of the Site and a development agreement (the "Development Agreement") with the County through its ACED relating to the design, construction, use, and timetable of the proposed development (the Sales Agreement and Development Agreement may be collectively referred to as the "Agreements"). However, ACED's recommendation of a Developer in no way obligates the County to enter into any binding agreement or contract with the Selected Developer. Rather, the County and ACED reserve the right to terminate all discussions and negotiations with the Selected Developer at any

time prior to the execution of the Agreements. No legal or contractual rights or obligations between the County and a Selected Developer will come into existence at any time; and no legal or contractual rights or obligations between ACED and a Selected Developer will come into existence unless and until the Agreements have been fully executed by both parties. The legal rights and obligations which will come into existence at such time shall be limited to those expressly set forth or incorporated by reference in said Agreements.

C. Design Review Process. Approval by ACED of the Selected Developer for the Site shall not relieve the Selected Developer of its obligation and responsibility to design a project that meets the zoning regulations and building codes adopted by the City of Pittsburgh and which otherwise complies with all laws, regulations and ordinances.

D. Costs. All costs associated with the transfer, including 100% of the real estate transfer taxes, shall be borne by the Selected Developer purchasing the Site.

Taxes, liability insurance, property maintenance, Site security, permits, approvals, and all aspects of owning and developing the Site shall be the sole responsibility of the Selected Developer at the time of conveyance as specified in the Agreement.

VIII. GENERAL CONDITIONS

A. PROPOSALS BECOME PROPERTY OF ACED

All Proposals, including attachments, supplementary materials, addenda and any other materials submitted therewith shall become the property of ACED and will not be returned.

B. WAIVER AND RELEASE

Each Developer, by submitting a response to this RFDP, hereby waives, releases and disclaims any and all rights to protest and/or seek any legal remedies whatsoever against the County and/or ACED regarding any aspect of this RFDP, the negotiation process and/or the selection process, including, without limitation, the decisions to accept or reject any Proposals, reject any Developer's and/or select the Selected Developer.

C. NON-DISCRIMINATION

The Selected Developer and its employees, contractors and primary subcontractors shall not discriminate against or segregate any person or group of persons on any unlawful basis in connection with the construction, sale, transfer, use, occupancy, tenure or enjoyment of the Site or any improvements erected or to be erected thereon, or any part thereof.

D. NO REPRESENTATIONS OR WARRANTIES

DEVELOPERS ACKNOWLEDGE AND AGREE THAT THE INFORMATION PROVIDED IN THIS RFDP, AS WELL AS IN RELATED REPORTS, DRAWINGS AND ADDENDA FURNISHED BY ACED AND/OR ITS CONSULTANTS, IS FOR INFORMATIONAL PURPOSES ONLY. FURTHER, NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, IS MADE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND THE SAME IS SUBMITTED SUBJECT TO ERRORS, OMISSIONS OR WITHDRAWAL WITHOUT NOTICE. DEVELOPERS SHOULD MAKE ALL APPROPRIATE INQUIRIES AND INVESTIGATIONS AND FORM THEIR OWN CONCLUSIONS REGARDING THE SITE AND ITS PHYSICAL, ENVIRONMENTAL AND/OR MARKET CONDITIONS. DEVELOPERS ARE RESPONSIBLE FOR VERIFYING ANY AND ALL INFORMATION REGARDING THE SITE TO THEIR OWN SATISFACTION, AND ARE ENCOURAGED TO CONSULT WITH THE APPROPRIATE AGENCIES WITHIN THE CITY OF PITTSBURGH TO OBTAIN CURRENT PLANNING AND ZONING INFORMATION, AS WELL AS WITH ALL OTHER RELEVANT FEDERAL, STATE, AND LOCAL AGENCIES. ACED, AND ITS AGENTS, PARTNERS, CONSULTANTS, CONTRACTORS, EMPLOYEES AND OFFICERS, ARE NOT RESPONSIBLE FOR ANY INCOMPLETE OR INACCURATE INFORMATION THAT MAY BE OBTAINED FROM ANY SOURCE WHATSOEVER REGARDING THE SITE OR THE PROJECT.

THE SELECTED DEVELOPER MUST ACCEPT THE SITE IN ITS “AS IS” CONDITION, WITH ALL FAULTS, AND ACED AND THE COUNTY MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. FURTHERMORE, ACED AND THE COUNTY MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING OR RELATED TO ENVIRONMENTAL, SOIL, SUBSURFACE OR ANY OTHER CONDITIONS ON OR ABOUT THE SITE, OR THE AVAILABILITY OR RELOCATION OF UTILITIES ON THE SITE

DEVELOPERS SHOULD PERFORM THEIR OWN DUE DILIGENCE AND NOT RELY ON THE INFORMATION PROVIDED BY ACED OR THE COUNTY.

E. Allegheny County Non-Liability and Related Matters

1. Inspection of Property. The Selected Developer shall be given an opportunity to conduct its due diligence of the Site and the title thereto as more particularly mutually agreed to in the Sales Agreement. **IF AN AGREEMENT IS REACHED, THE SELECTED DEVELOPER SHALL ACQUIRE AND TAKE POSSESSION AND OWNERSHIP OF THE SITE IN “AS IS” CONDITION, WITH ALL FAULTS. THE SELECTED DEVELOPER MUST RELY ON ITS OWN REVIEWS AND OTHER DUE DILIGENCE IN PURCHASING THE SITE, INCLUDING WITH REGARD TO ENVIRONMENTAL**

ISSUES AND/OR HAZARDOUS WASTES. UPON CONVEYANCE, THE SELECTED DEVELOPER SHALL ASSUME THE RISK OF ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, TITLE DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, WHICH MAY NOT HAVE BEEN REVEALED BY ITS REVIEWS AND/OR DUE DILIGENCE.

2. *Permits, Zoning Variances, and Financial Viability.* ACED, by virtue of this RFDP, the selection process or the conveyance of the Site to a Selected Developer, in no way guarantees or warrants the issuance of demolition permits, building permits, zoning variances or any other type of permit, license, registration or approval which may be required with respect to the Site or the project, and ACED in no way warrants or guaranties the financial viability of the Site or the project.

2. *Right to Investigate.* ACED, and its agents, partners, consultants, contractors, employees and officers, shall have the right to verify, through any means, the accuracy of all information submitted by a Developer and shall have the right to make such inquiries and investigations as it deems necessary to determine the ability of a Developer to perform the obligations set forth in its response to this RFDP. ACED reserves the right to reject the response of any Developer who refuses to cooperate with and assist ACED in the making of such inquiries and investigations. Moreover, ACED reserves the right to reject any response where the available evidence or information does not satisfy ACED, in its sole judgment and discretion, that the Developer (a) is qualified to properly carry out the obligations set forth in the response, and/or (b) is a person or developer of good reputation and/or character with the ability to undertake strict, complete and faithful performance of its business obligations.

3. *Allegheny County Discretion, Non-Liability, Waivers and Hold Harmless.* **By submitting information and a Proposal to ACED in response to this RFDP, Developers hereby acknowledge and agree that the County and ACED do not undertake and shall have no liability with respect to this RFDP and any matters related thereto, including, without limitation, the information provided in the RFDP, the negotiation process, the selection process and the verification of information submitted by Developers (collectively, the “Released Matters”). By submitting information and a Proposal in response to this RFDP, Developers hereby knowingly and voluntarily waive, release and forever discharge the County and ACED from any and all liability with respect to the Released Matters, and agree to hold the County and ACED harmless from any and all claims, demands, damages, expenses, losses, fees, costs, obligations, penalties, liabilities, defenses, judgments, proceedings and/or suits or other actions, of any kind or nature whatsoever, which may arise with respect to any of the Released Matters or otherwise relating to the RFDP and be claimed by the Developer or anyone claiming by, through or under the Developer.**