THE CITY OF ROCKFORD ILLINOIS, USA

Carrie Eklund
Central Services Manager
Finance Department

REQUEST FOR PROPOSALS
CHARLES STREET REDEVELOPMENT
RFP NO.: 611-CD-057

6/1/11

Name of Proposing Firm: _____

Address _____ City: _____ State: ____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

RFP Opening Time and Date 11:00 a.m., Local Time, Wednesday, June 22, 2011

Proposals will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.

Bid Deposit/Bid Bond: NO
Prevailing Wage NO
Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. RFP Opening Date and Time
2. Title of Job
3. RFP Number

RETURN PROPOSALS TO:

City of Rockford
Central Services Manager
425 East State Street, 4th Floor
Rockford, Illinois 61104
Telephone: (815) 987-5560

PROPOSALS SUBMITTED BY FASCSIMILE OR E-MAIL WILL NOT BE ACCEPTED

PROPOSAL RESULTS:

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174. or at www.rockfordil.gov

CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.

2. Total versus "Per Item" Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.

3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)–Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.

4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.

5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.

6. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.

7. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.

8. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

9. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor

check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

10. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

11. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

12. Performance Bond. When required by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

13. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

14. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

15. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

16. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of

the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list for a period of up to three years.

17. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.

18. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

19. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

20. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

21. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

22. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

23. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

24. Prevailing Wage. When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe

benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/rates/rates.HTM. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

25. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to certified.payroll@rockfordil.gov.

26. Substance Abuse Prevention. When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

27. Apprenticeship Requirement. For construction contracts over $50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

28. Indemnification. To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp., 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

29. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

30. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

31. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

32. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

BID REQUIREMENTS FOR
EQUAL EMPLOYMENT OPPORTUNITY

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.

2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.

3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.
   Note: The number of employees must be entered under each category (no check marks)

   Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:
   Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.
   Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.
   Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.
   American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, must provide expiration date entered in the place provided therefore.

5. Certificate of Non-Barred Bidding

6. All executed Subcontractor/Leased Operator and Supplier forms.

If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.

ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, AND 5, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or ron.moore@rockfordil.gov

EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

It is the policy of this company, _____
to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, _____ % of our work force are minorities and _____ % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

_____ is the official who will be responsible for implementing this policy statement.

_____ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents.

In addition, _____ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

STATEMENT OF NONCOMPLIANCE

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;

b. Withholding or delaying payment on the contractor or;

c. Suspending, avoiding or canceling contract work.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

CONTRACTOR OR VENDOR WORKFORCE DATA FORM

BIDDERS NAME: _____

NUMBER OF ALL EMPLOYEES MUST BE ENTERED FOR EACH CATEGORY ---
(No Check Marks Or Bid Will Not Be Accepted)

	MALES					FEMALES				
ALL JOB CLASSIFICATIONS	**W**	**B**	**H**	**A**	**I**	**W**	**B**	**H**	**A**	**I**

W - WHITE B - BLACK H – HISPANIC A - ASIAN OR PACIFIC ISLANDER I - AMERICAN INDIAN

ILLINOIS DEPARTMENT OF HUMAN RIGHTS CERTIFICATION

Our Illinois Department of Human Rights Number is: _____

Must Provide Expiration Date: _____

CERTIFICATE OF NON-BARRED BIDDING

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

_____
Authorized Signature

_____
Title

_____
Firm

Our firm is a:

Minority Business Enterprise _____ City-Certified? Yes ____ No ____

Women Business Enterprise _____ City Certified? Yes ____ No ____

Neither _____

(Revised 12/21/09)

REQUEST FOR PROPOSALS
611-CD-057

Charles Street Lot – Site Redevelopment

1.0 Scope of Work

The City of Rockford invites proposals from qualified developers for the redevelopment of property within the Mid Town District. The City has identified the Charles Street/ 3rd Avenue Lot as part of its Charles Street Relocation and Neighborhood Stabilization Project. This 1.6-acre site is bounded by Charles Street, 8th Street, 2nd Avenue and 3rd Avenue, and is under the ownership of the City of Rockford.

The objective of the City is to make the site available for redevelopment under a format that reflects its strategic location within Mid Town District, consistency with the 7th Street commercial neighborhood and with quality architectural design. Detailed information is provided within the context of the RFP and its attachments.

The City will evaluate proposals based upon the quality, completeness, and its responsiveness to the outlined criteria.

2.0 General Conditions

2.1 Vendor qualifications. No contract shall be awarded except to responsible firms capable of providing high quality services. Firms may be required to present to and/or attend an interview. The purpose of such an interview is to provide clarification and/or additional information to make the selection which is in the best interest of the City of Rockford

2.2 Basis of Award.

2.2.1 Evaluation Team. An evaluation team will be used to review proposals submitted. This evaluation team shall consist of members of the Community Development, Public Works, Building, and Finance Departments, and may also include representatives from the Mayor's Office and City Council.

2.2.2 Evaluation Criteria. Proposals will be evaluated based on the following criteria, worth points as specified with 100 total points possible.

- Vendor experience with similar development projects (30 points)
- Response to proposal criteria as outlined in section 4.0 (40 points)
- Quality of the financing structure proposed for the development (30 points)

2.2.3 Basis of Award. The evaluation team will review proposals and rate each based on the above evaluation criteria. The scores will be averaged and the vendor with the highest average score will be selected. After completion of interview, if necessary, the City will negotiate contract terms with its first choice. If terms are not agreed upon by the City and the selected developer or firm, the City may discontinue negotiations and proceed with its second choice. The final proposal will be approved by the City Council of the City of Rockford.

2.3 Schedule (tentative).

June 2nd, 2011	Request for Proposal Published
June 22nd, 2011	Proposals Due
July 4 – 7th, 2011	Interviews (if necessary)
July 14th, 2011	Redevelopment Agreement Negotiations
August 12th, 2011	Proposal Awarded

2.4 Copies. The firm shall submit an original and nine (9) copies of the full proposal along with an electronic copy (may be emailed after the RFP opening date).

2.5 Questions. All questions regarding these specifications should be directed to Xavier Whitford, Financial Analyst at (815) 967-6938.

3.0 Background

The City of Rockford is located in north-central Illinois, approximately 20 miles south of Wisconsin and 75 miles northwest of Chicago, Illinois. Rockford has a population of approximately 153,000 people.

In terms of development, much of it has been concentrated towards the City's edges. In recent years, the central city has experienced a rebirth, with several restaurants and shops opening in the downtown area. A new Federal Courthouse will open in September 2011, and the new Winnebago County Justice Center opened in 2007.

As part of the SwedishAmerican Hospital's $32 million expansion, over the last several years the City partnered with the hospital to relocate Charles Street, a major arterial carrying 22,000 vehicles per day. The Charles Street relocation allowed Swedish American Hospital to expand its campus and become a catalyst for economic development near the downtown area. This campus employs approximately 1650 individuals with a growing need for services and is adjacent to the subject property.

The proposed site is available as a result of the City's redevelopment efforts in coordination with the Charles Street Relocation and Neighborhood Project. The site is within the Mid Town and Mid Town North Districts, and the 7th Street TIF District. The area is an established neighborhood under revitalization providing office, retail, service and residential uses. The immediate anchor business to the west, Nicholson Hardware, has been committed to providing service and sales in hardware and related products since 1945.

4.0 Site Characteristics

The proposed redevelopment site is comprised of land owned by the City of Rockford and available for immediate development. It is a 69,551 square foot/ 1.6-acre vacant site bounded by Charles Street to the east, 8th Street to the west, 2nd Avenue to the north and 3rd Avenue to the south.

1. The site is cleared of all structures, including all known foundations.
2. Full urban utilities are available at the site.
3. The site is in a Tax Increment Financing District.
4. Topography of the site is essentially flat.
5. The site has street frontage on all sides, (four).
6. The site is an irregular triangle shape.

5.0 Redevelopment Criteria

All proposals will be evaluated on their responsiveness to the following criteria:

5.1 Proposed Land Use. Potential uses in the redevelopment site are anticipated to include retail, educational, restaurants, service and/or office uses. The successful proposal will enhance the neighborhood and compliment the existing businesses in the 7th Street area. Businesses that bring new/additional customers to the Mid Town District and 7th Street TIF and are considered a destination will be given priority. The City is willing to consider providing TIF financing based on the increase taxes generated by redevelopment of this site. The City will not, however, provide TIF funds for the acquisition cost of the site.

The property is currently zoned C-2, Commercial Community Zoning.

5.2 Building Location. Consideration should be taken to protect vantage points of the Major Anchor to the west of the redevelopment site from the Charles Street corridor. A thirty-foot building setback is required along Charles Street, with potential flexibility in building setbacks along 8th St., 3rd Ave., and 2nd Ave dependent on the site design. Construction and building location should be implemented to minimize impacts on the residential uses along the South side of 3rd Avenue. Parking should not be located on the Charles Street frontage. Alternately if parking must be located on the Charles Street frontage, the parking must be screened and landscaped.

5.3 Building Design. Buildings shall adequately address the pedestrian scale, incorporating such things as display windows, entry areas, awning or other such features along Charles Street and 2nd Avenue facades. Predominant exterior building materials shall be high quality materials, including but not limited to brick, sandstone, or other forms of masonry. Exterior building materials shall not include smooth-faced concrete block, vinyl or aluminum siding, tilt-up concrete panels, prefabricated steel panels or EIFS, unless it is 10% or less of the exterior surface. All exterior utility areas, garbage areas or service areas shall be screened adequately from the public right-of-way by screens and/or landscaping. All public entrances shall be architecturally prominent and clearly visible from the abutting public street. Public sidewalks shall be retained along all public streets. Building designs that are compatible with the architecture of 7th Street will receive highest consideration.

5.4 Timing of Development. Required timing will be evaluated and based upon the size and scale of the development. The developer should propose a master timetable that is comprehensive and achievable for construction and occupancy. Priority will be given to proposals with an aggressive and achievable timeframe.

5.5 Access and Circulation. The redevelopment site is Lot 3 of Midtowne Plaza Plat. Access to the site has been designated to come off 2nd Avenue to avoid traffic congestion on the outside curve of Charles Street. Direct access to Charles Street will not be allowed, other than 2nd Avenue.

There is potential for the vacation of 8th Street between 3rd Avenue and 2nd Avenue for the proper proposal. However, because of the existing utilities located within the right-of-way, it is recommended that this area is designed as a utility corridor and no new structures are located within it. Parking would be acceptable. Design consideration will be required to allow existing businesses west of 8th Street to continue operation. To allow for reasonable flow of traffic between 2nd Avenue and 3rd Avenue, consideration must be taken in the design of the parking area.

Proposal plans could incorporate right angle parking along the north side of 3rd Avenue to benefit the development and the existing neighborhood.

5.6 Purchase Price. The City of Rockford is offering the property for sale. The City has had the property appraised by a registered land appraiser, the lot appraised at $4.25 per square foot for a total of $295,600, appraisal attached. TIF financing will not be provided for the purchase price.

5.7 Additional Redevelopment Criteria.

5.7.1 Responsiveness to the identified goals of the Mid Town North Task Force neighborhood stabilization project, (attached).

5.7.2 Responsiveness to the Objectives of the 7th Street Redevelopment Plan and other past planning efforts, (attached).
5.7.3 Compatibility and sensitivity to the surrounding neighborhood and urban design creativity.
5.7.4 Revenue generating potential.
5.7.5 Partnerships with adjacent businesses.
5.7.6 Financial commitments of private financing.
5.7.7 Ability to secure tenants and lease space.

6.0 Submission Requirements

Proposals shall include, at a minimum, the following:

6.1 Introduction and Organization

Principal Developer:

- Year established
- Organization – size breakdown of staff and internal capacity to carry out the project
- Role in the Proposal, (e.g. Third party developer)
- Letters of Reference

Partners/Consultants:

If the proposal includes any partners and/or other key consultants necessary to carry out the project, their respective involvement in the project should be provided as well as the background material listed for the principal developer.

6.2 Relevant Experience: Relevant experience consistent with the intent of the proposed project, including examples of other projects that are currently underway, completed or reflective of the proposed development project, should be provided. The relativity of the examples as they relate to the proposal and how they demonstrate the ability to develop the project should be explained.

6.3 Proposal: Provide text and an appropriate level of graphic materials that clearly outline the proposed development. At a minimum, the following should be provided:

6.3.1 Land Acquisition: The property is under the ownership of the City of Rockford. Please provide the proposed purchase price.

6.3.2 Schedule: A Redevelopment schedule outlining timing and any potential phasing of project must be included. List all major project landmarks through schematic design, design development, construction document, bidding, construction and close out procedures.

6.3.3 Site Plan: A site plan with an appropriate level of detail conveying the:

1. General character of the development.
2. On-site parking
3. Building location
4. Landscaping
5. Sidewalks
6. All easements, property lines and relative information consistent with a boundary survey.

6.3.4 Proposed Use(s): Identify use of the site. If multiple uses, list in detail and include general locations within building.

6.3.5 Architectural Character:

1. Four elevations for each structure proposed on the site. Drawn or rendered building elevations shall include façade materials proposed. Materials shall be obvious as to their nature or be labeled/keyed for clarity. Include a graphic scale for each drawing.
2. Floor plans shall note the use of the main spaces, square footages of the basic areas or tenant spaces and include pertinent exterior features that connect to the building. (Examples: stoops, utility pad areas, stairs, etc. as required.) Include graphic scale for each drawing.

6.3.6 Financing Structure: Provide detailed financing for proposed project.

7.0 Attachments

7.1 Aerial
7.2 Midtown Plaza Plat
7.3 Appraisal
7.4 Mid-Town North Neighborhood Plan and Objectives
7.5 Objectives of the 7th Street Redevelopment Plan
7.6 Area photographs.