

**REQUEST FOR PROPOSALS
TO PURCHASE**

Property Located at 37th and University Avenue Northeast

Proposals due by: April 13, 2018, 3:00 p.m.

1. Purpose

Hennepin County Regional Railroad Authority (“HCRRA”) and Soo Line Railroad Company, doing business as Canadian Pacific (“CP”) are soliciting proposals to purchase the property at the following locations:

HCRRA Parcels:

- 324 – 37th Avenue NE (PID 02-029-24-21-0001),
- 400 – 37th Avenue NE (PID 02-029-24-21-003),
- 3600 Fifth Street NE (PID 02-029-24-21-0006) (“HCRRA Parcels”);

CP Parcels:

- 310 – 37th Avenue NE (PID 02-029-24-21-0012),
- 416 – 37th Avenue NE (PID 02-029-24-21-0103) (“CP Parcels”);

All within the City of Minneapolis, including all easements and rights benefiting or appurtenant to the property including any right, title or interest in any street, road, highway or alley adjoining the land (the “Property”).

2. Background

The Property is one city block comprised of five parcels. The HCRRA parcels are approximately 5.75 acres (250,000 square feet); the CP parcels lying north of 36th Avenue NE encompass approximately 1.8 acres (78,605 square feet). South of the described property there is an additional 0.67 acres of railroad right of way that CP is willing to discuss selling as an add on to this RFP. See Exhibit 1 for a depiction the Property.

The HCRRA parcels were purchased from Cargill, Inc. in 1991. The original purchase included additional property north of 37th Avenue NE that was sold to the Columbia Heights Housing and Redevelopment Authority in 1993. The remaining property south of 37th Avenue NE is no longer needed for HCRRA or Hennepin County purposes and was declared surplus in 2016.

On an interim basis, the HCRRA parcels have been used as a community garden and tree staging site by the City of Minneapolis and Minneapolis Park and Recreation Board, respectively. Railroad service on the CP parcels is inactive but authority has not been obtained to formally abandon service. CP will work with a perspective buyer to apply for authority to abandonment service with consummation to coincide with a closing of a sale of the Property.

3. Summary of Property

This information is being presented for the convenience of Proposers. No representation is being made as to this information. Proposers should undertake their own verification.

HCRRA / CP offer the Property in an “AS IS / WHEREAS” condition with no express or

implied representations or warranties by HCRRA / CP as to the physical condition or fitness for suitability for any particular purpose. Hennepin County/HCRRA/CP makes no representations or warranties as to the status of title, and any conveyance will be made by quit claim deed.

Based upon preliminary title work, the HCRRA parcels and the CP parcels north of 36th Avenue NE are owned in fee by the respective parties. As part of a purchase agreement, a title commitment will be provided to the selected proposer allowing the perspective buyer to make further investigations into the properties and reach the appropriate conclusions regarding title.

Legal Description: See Exhibit A

Zoning: I1 Light Industrial District

Comprehensive Plan: Planned for Industrial as prescribed in the City of Minneapolis' Industrial Land Use and Employment Policy Plan

Land Area: The HCRRA Parcels are approximately 5.75 acres (250,000 sq. ft.); the Railroad Parcels are approximately 1.8 acres (78,605 sq. ft.).

Building Coverage: Undeveloped

Description: Vacant land

Street Frontages: Approximately 600 feet along both University Avenue NE and Fifth Street NE; approximately 700 feet along the 37th Avenue NE

Topography: Buildable area is at street grade, uneven topography on east and south edges of property

Access to the Site: Access from 37th Avenue NE and Fifth Street NE

Property History: 7.14 (311,000 sq. ft.) acres were purchased by HCRRA from Cargill, Inc. in 1991. HCRRA sold 1.47 acres (64,000 sq. ft.) north of 37th Avenue NE to the Columbia Heights Housing and Redevelopment Authority in 1993.

4. General Conditions of RFP

The issuance of this Request for Proposal ("RFP") constitutes only an invitation to submit proposals to HCRRA / CP. It is not to be construed as an official and customary request for bids, but as a means by which HCRRA / CP can facilitate the sale of Property. Any proposal submitted as provided herein constitutes a suggestion to negotiate and **NOT A BID.**

HCRRA / CP reserve the right to determine, in its sole and absolute discretion, whether any aspect of the proposal satisfactorily meets the criteria established in this RFP, the right to seek clarification from any Proposer(s), the right to negotiate with any Proposer(s) whether or not they submitted a proposal, the right to reject any or all proposals with or without cause, and the right to cancel and/or amend, in part or entirely, the RFP.

The RFP does not commit HCRRA / CP either to award a contract or to pay for any costs incurred in the preparation of a proposal. Submission of a proposal as provided herein shall neither obligate nor entitle a prospective Proposer to enter into an Agreement with HCRRA / CP.

It is understood that any proposal received and evaluated by HCRRA / CP can be used as a basis for direct negotiation of the cost and terms of contracts between HCRRA / CP and the particular firm submitting such a proposal. HCRRA / CP reserve the right to negotiate pertinent contract terms concurrently with any number of firms as it deems in its best interest, whether or not such firm has submitted a proposal. In submitting this proposal, it is understood by the Proposer that HCRRA / CP reserves the right to accept any proposal, to reject any and all proposals and to waive any irregularities or informalities that HCRRA / CP deems is in its best interest.

Evaluation of proposals by staff, technical advisory committees, or by any other group is advisory only. HCRRA Board may consider or reject such evaluation(s) for any or all proposals. Such evaluations are for the sole benefit of HCRRA Board and as such, they are not binding upon HCRRA / CP nor may they be relied upon in any way by a Proposer.

In the event that this RFP is withdrawn by HCRRA / CP for any reason, including but not limited to, the failure of any of those things or events set forth herein to occur, HCRRA / CP shall have no liability to Proposer for any costs or expenses incurred in connection with this RFP or otherwise. Accordingly, each proposal should be submitted in the most favorable terms of costs and programmatic considerations and in a complete and understandable form. HCRRA / CP reserve the right to request additional data, oral discussion, or a presentation in support of the written proposal. HCRRA / CP are not obligated to respond to any proposal submitted nor is it legally bound in any manner whatsoever by the submission of a proposal. It is the intention of HCRRA / CP to enter into contracts with the firm(s) with which HCRRA / CP can make the most satisfactory arrangements for its needs.

5. Estimated Timeline

February 9, 2018	Announcement of Request for Proposals
March 30, 2018	Closing date for all questions, 4:00 p.m. CT
April 13, 2018	Proposals due, 3:00 p.m. CT
April - May 2018	Review of proposals
June 2018	Recommendation presented to HCRRA Board
July 2018	Negotiation of purchase agreement
October 2018	Closing

6. Instructions to Proposers

A. Proposal Status - The issuance of this RFP constitutes only an invitation to submit proposals to HCRRA / CP. It is to be distinguished from a bidding situation and is not to be construed as an official and customary request for bids, but as a means by which HCRRA / CP can facilitate the acquisition of information related the sale of the Property. Any proposal submitted, as provided herein, constitutes a desire to negotiate and recognition that the proposal is not a bid and is not being submitted as part of a bid process.

B. Economy of Preparation - Proposals should be prepared as simply and economically as possible while providing straight-forward and concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. Fancy binding, colored displays, promotional material, etc., are neither necessary nor desired. Technical literature about the Proposer's experience and qualifications may be included. However, the emphasis should be on completeness and clarity of content. In order to expedite the evaluations, it is essential that specifications and instructions contained in this document be followed as closely as possible.

C. Proposal Signature - Each proposal shall be signed by the Proposer, a principal of the Proposer firm, or another person, who is fully authorized to act on behalf of the Proposer.

D. Modification or Withdrawal of Proposal - Unauthorized conditions, limitations, or provisions attached to a proposal may cause its rejection. No oral, telephonic, or facsimile (FAX) proposals or modifications will be considered.

A proposal may not be modified, withdrawn, or canceled by the Proposer for a period of **one (1) year** following the time and date designated for receipt of proposals. Each

Proposer so agrees in submitting a proposal. Any such modification, withdrawal or cancellation shall be submitted in writing to the addresses contained in Section H. herein.

Prior to the time and date designated for receipt of proposals, no proposal may be released or physically withdrawn, but any proposal submitted may be modified, canceled, or withdrawn by written notice to said Contact Persons at the places designated in Section H., Contact Between Proposer and HCRRA - Questions. Such notice shall be in writing over the signature of Proposer. Written withdrawal or cancellation by Proposer of a proposal prior to the proposal opening will nullify the proposal. However, the original proposal shall not be physically returned to the Proposer until after the time for receipt of the proposals.

Withdrawn or canceled proposals may be resubmitted up to the time designated for the receipt of proposals, provided that the resubmitted proposal is in conformance with this RFP.

E. Extension of Time - HCRRA / CP reserves the right to extend the proposal due date. If a Proposer needs an extension of time to prepare the proposal a written request should be forwarded no later than ten (10) days prior to the due date of this RFP. The request should be directed to the addresses noted in Section H. Contact between Proposer and HCRRA - Questions. The granting of an extension will be based on the number of such requests, and the reason(s) for each request. HCRRA / CP reserves the right to extend the submission deadline only at the discretion of HCRRA / CP and not at the mere request of the Proposer(s). In the event of an extension, prospective Proposer(s) will be notified immediately and appropriate addenda will be issued.

F. Addenda - HCRRA / CP reserves the right to add, change, or delete any provision or statement in the RFP at any time prior to the proposal due date. If it becomes necessary to revise any part of the RFP, addenda to the RFP will be provided to all Proposers who received a copy of the RFP. It is the responsibility of each prospective Proposer to assure receipt of all addenda.

G. Right to Withdraw RFP - HCRRA / CP reserves the right to withdraw, cancel, and/or amend, in part or entirely, this RFP for any reason and at any time with no liability to any prospective Proposer for any costs or expenses incurred in connection with the RFP or otherwise.

H. Questions - Inquiries concerning any aspect of this RFP and contract award should be submitted, in writing to:

Abby Malkerson, Senior Contract Services Analyst
Hennepin County Purchasing and Contract Services
300 South Sixth Street
A-1730 Government Center
Minneapolis, MN 55487
abby.malkerson@hennepin.us

Copy to:

J. Michael Noonan, Senior Department Administrator
Hennepin County Land Management Division
Community Works Department
701 Fourth Avenue South, Suite 400
Minneapolis, MN 55415-1843
j.michael.noonan@hennepin.us

Telephone calls will not be accepted.

I. Interpretation of Documents - If any Proposer contemplating submission of a proposal is in doubt as to the true meaning of any part of the RFP, the Proposer may submit to HCRRA, at the addresses noted above, a written request for an interpretation thereof. Replies to inquiries will be published in the form of addenda to the RFP if in the sole determination of HCRRA that it would benefit all potential Proposers. Proposers shall rely only on the RFP and addenda in preparing and submitting a proposal.

J. Errors - Should the Proposer believe that an error appears in the RFP documents, Proposer shall notify HCRRA / CP, at the addresses noted above, in writing no later than the closing date for questions..

K. Submission of Proposals - Each Proposer must submit an **original and two (2) copies** of the written proposal. Proposals must be received no later than 3:00 p.m., Central Time (CT), April 13, 2018, at the following address:

Hennepin County Purchasing and Contract Services
Attn: Abby Malkerson, Senior Contract Services Analyst
300 South Sixth Street
A-1730 Government Center
Minneapolis, MN 55487

RE: Property located at 37th and University Avenue NE

HCRRA / Railroad will not accept proposals submitted by electronic mail or facsimile. HCRRA / Railroad are not responsible for delays or losses caused by the U.S. Postal Service or any other carrier or delivery service. HCRRA / Railroad reserve the right to accept proposals after the date specified above.

Proposals are to be prepared on standard 8.5" by 11" paper. Fold-outs containing charts, spreadsheets, and oversize exhibits are permissible.

Proposals must respond to the RFP requirements by restating the number and text of the requirement in sequence and writing the response immediately after the requirement statement. Figures and tables must be numbered and referenced in the text by their number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section of the proposal showing proposal section number and page number.

When requested by HCRRA / CP, Proposers shall supply any documents requested.

7. Proposal Conditions

A. Public Record - Under Minnesota law, data submitted by a business to a government entity in response to a request for proposal are private and nonpublic until the responses are opened. Once the responses are opened, the name of the Proposers becomes public. All other data in a Proposer's response to a request for proposal are private or nonpublic data until completion of the evaluation process. Completion of the evaluation process means that the government entity has completed negotiating the contract with the selected Proposer. After a government entity has completed the evaluation process, all remaining data submitted by all Proposers are public with the exception of trade secret data as defined and classified in Minn. Stat. Section 13.37. A statement by a Proposer that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the response if such data does not qualify as trade secret data.

B. Ownership of Materials Submitted - All material submitted becomes the property of HCRRA and will not be returned.

C. Proposer's Costs - HCRRA / CP shall not be responsible for any costs incurred by Proposers in connection with this RFP. Proposers shall bear all costs associated with proposal preparation, submission and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.

D. Use of Proposal Ideas - HCRRA / CP reserve the right to use any or all Proposer service ideas presented. Selection or rejection of the proposal does not affect this right.

E. Conflict of Interest - The Proposer affirms that, to the best of its knowledge, its proposal does not present a conflict of interest with any party or entity, which may be affected by the terms of a Purchase Agreement resulting from this RFP. The Proposer agrees that, should any conflict or potential conflict of interest become known, it will immediately notify HCRRA/ CP of the conflict or potential conflict, and will advise the HCRRA / CP whether it will or will not resign from the other engagement or representation. Further, HCRRA / CP may make reasonable efforts to avoid, mitigate, or neutralize an organizational conflict of interest by a Proposer in all competitive procurements. To avoid an organizational conflict of interest by a Proposer, HCRRA / CP may utilize methods including disqualifying a Proposer from

eligibility for a Purchase Agreement or canceling the Purchase Agreement if the conflict is discovered after a Purchase Agreement has been signed. HCRRA / CP may, at their sole and absolute discretion, waive any conflict of interest.

F. Collusion - If HCRRA / CP determine that collusion has occurred among Proposers, none of the Proposals of the participants in such collusion shall be considered. HCRRA's / CP's determination shall be final.

8. Content of Proposal

Proposers shall include all the following information in their proposals:

1. All general contact and legal entity information;
2. The names and positions of all owners and officers;
3. Purchase price for the Property, including a price per square foot of the Property (a firm price must be stated, a percent or amount above the highest offer will not be considered);
4. The business terms associated with the purchase of the Property;
5. Details of the proposed use of the Property;
6. Description of any proposed improvements to the Property;
7. Proposer's history and experience in undertaking similar endeavors;
8. Financial and financing plans and attestation of the financial capabilities of the Proposer, Company, Owners and Officers;
9. Any additional information Proposer believes would be relevant to its Proposal.

9. Conditions of the Selection Process

A. Selection of the Preferred Proposer - HCRRA / CP reserve the right to accept or reject proposals on each item separately or as a whole, to reject any or all proposals without penalty, to waive informalities or irregularities and to contract as the best interests of HCRRA / CP may require in order to obtain the system that, in HCRRA's / CP's judgment, best meets the needs of HCRRA / CP as expressed in this RFP.

HCRRA / CP shall consider the following criteria in reviewing and analyzing all proposals:

- The purchase price for the Property;
- The business terms associated with the purchase of the Property;
- Assessment of the Proposer's financial resources and capability to purchase the Property;
- Use or uses being proposed for the Property (including whether such uses are consistent with the zoning and/or small area plan of the Property);
- Any proposed improvements to the Property; and
- Experience of the Proposer in undertaking a project of this magnitude and owning property and operating the identified land use (if applicable).

B. Criteria Compliance – HCRRA / CP reserve the right to determine, in its sole and absolute discretion, whether any aspect of a proposal satisfactorily meets the criteria established in this RFP.

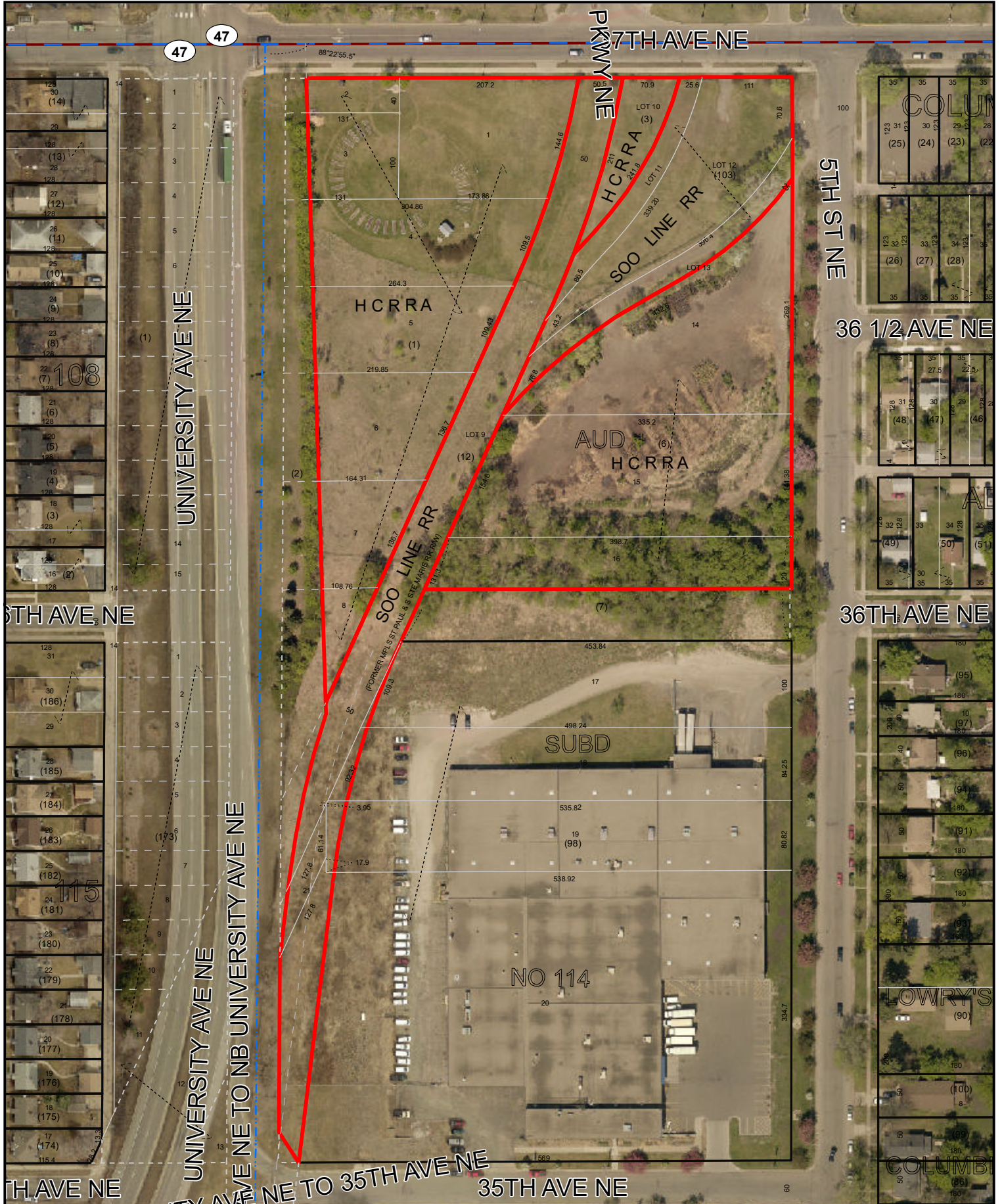
C. Additional Information Requests - HCRRA / CP reserve the right to request additional information from Proposers during any phase of the proposal evaluation process. During the evaluation and selection process, HCRRA / CP may require the presence of Proposer's representatives to make presentations and answer specific questions. Notification of any such requirements will be given as necessary.

D. Conditions of Award - HCRRA / CP may elect not to award a contract solely on the basis of this RFP, and will not pay for the information solicited or obtained. The information obtained will be used in determining the alternative that best meets the needs of HCRRA / CP.

E. Confidentiality - Information supplied by the Proposer to HCRRA / CP is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq. Such information shall become public unless it falls within one of the exceptions in the Act, such as security information or trade secret information pursuant to Minnesota Statute Section 13.37. If the Proposer believes any non-public information will be supplied in response to the RFP, the Proposer shall take reasonable steps to identify and provide reasonable justification to HCRRA / CP regarding which data, if any, falls within the Minnesota Government Data Practices Act exceptions. However, the Proposer agrees as a condition of submitting a proposal that HCRRA will not be held liable or accountable for any loss or damage which may result from a breach of confidentiality as may be related to the responses submitted.



EXHIBIT 1



This map (i) is furnished "AS IS" with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this map.

EXHIBIT 'A'

Real property in the City of Minneapolis, County of Hennepin, described as follows:

PARCEL A (Abstract property):

That part of Lots 1 through 8 inclusive, Auditor's Subdivision No. 114, Hennepin County, Minnesota, which lies easterly of Line 1 described below:

Line 1: Beginning at a point on the north line of Section 2, Township 29 North, Range 24 West, distant 1385.21 feet east of the northwest corner thereof; thence run southerly at an angle of 88 degrees 22 minutes 51.5 seconds from said north section line (measured from east to south) for 900 feet and there terminating.

PARCEL B (Abstract property):

Lot 10, Auditor's Subdivision No. 114, Hennepin County, Minnesota.

PARCEL C (Abstract property):

A strip, piece or parcel of land 50 feet in width, being 25 feet in width on each side of the center line of the Columbia Heights Spur Track of the railroad of the Minneapolis, St. Paul and Sault Ste. Marie Railway Company, as the same was located over and across Block "J", Columbia Heights Addition to Minneapolis on November 21, 1905, as conveyed in the Deed recorded November 21, 1907 in the office of the County Recorder as Document No. 479845 in Book 633 of Deeds, at page 629, and identified as Lot 9, Auditor's Subdivision No. 114, Hennepin County, Minnesota;

LESS AND EXCEPT the portion thereof conveyed to the State of Minnesota in the Limited Warranty Deed dated September 30, 1937, recorded December 4, 1937 in the office of the County Recorder as Document No. 1913628 in Book 1410 of Deeds, at page 557.

PARCEL D (Abstract property):

Lots 11, 12, and 13, Auditor's Subdivision No. 114, Hennepin County, Minnesota.

PARCEL E (Torrens Property, Certificate of Title No. 763957):

Lots 14 and 15 and the North One-half of Lot 16, Auditor's Subdivision One Hundred and Fourteen, Hennepin County, Minnesota.

PARCEL F:

Easement for railroad purposes over Lots 17, 18, 19, 20, and 21, Auditor's Subdivision No. 114, Hennepin County, Minnesota, as contained in the following:

(a) Deed in favor of the Minneapolis, St. Paul & Sault Ste. Marie Railway Company, dated May 23, 1926, recorded November 3, 1916 in the office of the County Recorder as Document No. 823569 in Book 817 of Deeds, at page 437; and

(b) Judgment and Decree in favor of the Minneapolis, St. Paul & Sault Ste. Marie Railway Company, recorded September 30, 1937 in the office of the County Recorder as Document No. 1905497 in Book 361 of Miscellaneous, at page 172;

LESS AND EXCEPT the portion thereof conveyed to the State of Minnesota in the Limited Warranty Deed dated September 30, 1937, recorded December 4, 1937 in the office of the County Recorder as Document No. 1913628 in Book 1410 of Deeds, at page 557