



## Request for Proposals

RFP # 20-008

### Temple Tract Development

December 6, 2019

The Downtown Development Authority of Sugar Hill, Georgia (the "DDA") is now accepting sealed proposals from qualified developers to demonstrate experience and ability to execute development of the 7-plus acre site located at Temple and Hillcrest Drives in Sugar Hill, Georgia. Information about the project is provided below and on the city's website: [www.cityofsugarhill.com](http://www.cityofsugarhill.com).

Instructions for preparation and submission of a response are contained in this package. All submittals are due in the office of the City Manager located at 5039 West Broad St, Sugar Hill, Georgia 30518, no later than 10:00 a.m. on Thursday, January 9<sup>th</sup>, 2020.

Marc Orcutt, DDA Chairman

#### **Section I: General Information**

This request for proposals ("RFP") is the next step toward development and construction using a competitive sealed proposal procurement process in accordance with O.C.G.A 36-91-1ff. The DDA is seeking firms interested in providing letters of interest, statements of qualifications, and development proposals through this RFP process. The DDA's selection committee ("Committee") will evaluate submitted proposals based upon the identified evaluation criteria and points set forth below, interview as necessary, and award based on the selection criteria established herein.

#### **Introduction**

The Sugar Hill DDA is soliciting responses from qualified developers to develop, execute, and deliver construction on a portion or entirety of the 7.05 total acres located at Hillcrest and Temple Drives (see Exhibit A for site aerials, parcel numbers, and additional details). Proposals should demonstrate ability to deliver the desired development in an independent, professional, and comprehensive manner.

Proposed uses should address needs in the local market as well as leverage opportunity afforded by the unique location within Sugar Hill's growing downtown. Potential uses include (but are not limited to): fee simple residential options, commercial office space, medical office space, boutique hotel, retail space, specialty grocer concept.

Additionally, proposals must include a multi-level parking facility to accommodate future parking needs within downtown Sugar Hill, defined as the area along and surrounding West Broad Street between intersection with Georgia State Route 20 and Peachtree Industrial Boulevard.

The City of Sugar Hill and Downtown Development Authority of Sugar Hill anticipate participating financially through partnership in the construction of the proposed parking deck.

In accordance with current zoning of the property located at Hillcrest and Temple Drives, development proposals should include, at minimum, 30% of the site dedicated to commercial development.

### **Project Understanding**

The project development opportunity consists of 7.05 acres: 4.43 acres located between Hillcrest and Temple Drives and 2.62 acres located West of Hillcrest Drive (see Exhibit A for site aerials, parcel numbers, and additional details).

Potential uses include (but are not limited to): fee simple residential options, commercial office space, medical office space, boutique hotel, retail space, specialty grocer concept.

The project should meet existing and anticipated market needs for fee simple residential options, commercial office space, medical office space, boutique hotel, retail space, specialty grocer concept, or other demonstrated needs within the local market.

Additionally, the project will fuel continued economic development in the area as well as contribute to further expansion of the pedestrian-friendly community within the business overlay district. The proposals will be evaluated in accordance with the following:

### **Project Criteria**

- A. The Offerer's response to this RFP should clearly address the following:
  1. Demonstrated ability to execute similar projects in the state of Georgia and similar markets
  2. Strong financial standing
  3. A solid understanding of market rate value for property
  4. Opportunity to leverage full range of site opportunity
    - a. Proposals may demonstrate full or partial use of the 7.05 acres located on Hillcrest and Temple Drives
  5. Partnership opportunity with the Downtown Development Authority of Sugar Hill for financial participation in and use of a vertical parking structure
  6. Response to downtown and regional market demands for appropriate uses such as limited surface parking, structured parking as indicated above, fee simple residential options, commercial office space, medical office space, boutique hotel, retail space, or specialty grocer concept
  7. Minimum of 30% commercial land use

## **INFORMATION & INSTRUCTIONS**

The remainder of this document provides additional information that will allow a prospective offeror to develop a submittal in the format desired by the DDA.

**Submission Requirements:** The complete original submittal must be submitted in a sealed package. All submittals shall be marked with the RFP number and project name clearly listed on the outside of the sealed package. Offerors shall file all documents necessary to support their submittal and include them with their proposal. Offerors shall be responsible for the actual delivery of submittals during normal business hours to the address indicated in the cover letter. It shall not be sufficient to show that the submittal was mailed in time to be received before scheduled closing time.

**Responsibility:** It is the sole responsibility of the Offeror to assure that they have received the entire Request for Proposals (RFP).

**Changes or Modifications to RFP:** Offerors registered with the DDA, will be notified in writing of any change in the specifications contained in this RFP. Otherwise, offerors are expected to check the City of Sugar Hill website for addenda which will be posted to the website not less than 72-hours prior to the response deadline. Questions should be directed, in writing, to the DDA's project representative at [tbesseche@cityofsugarhill.com](mailto:tbesseche@cityofsugarhill.com).

**Interpretations:** No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the DDA. No employee or representative of the DDA is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

**Right of Rejection and Clarification:** The DDA reserves the right to reject any and all submittals and to request clarification of information from any Offeror. The DDA is not obligated to enter into a contract on the basis of any submittal submitted in response to this document.

**Request for Additional Information:** Prior to the final selection, Offerors may be required to submit additional information which the DDA may deem necessary to further evaluate the Offeror's qualifications.

**Denial of Reimbursement:** The DDA will not reimburse Offerors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

**Gratuity Prohibition:** Offerors shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the DDA for the purpose of influencing consideration of this submittal.

**Right of Withdrawal:** A submittal may not be withdrawn before the expiration of ninety (90) days from the submittal due date.

**Right of Negotiation:** The DDA reserves the right to negotiate with the selected Offeror the fee for the proposed scope of work and the exact terms and conditions of the contract.

Exceptions to the RFP: It is anticipated that Offerors may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the DDA, and a description of the advantage to be gained or disadvantages to be incurred by the DDA as a result of these exceptions.

Indemnification: The Offeror, if successful, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the DDA, its employees, and agents, from any liability of negligent nature or kind in regard to the delivery of these services. The Offeror shall secure and maintain General Liability Insurance, if required, as will protect them from claims under the Workers Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of services under this contract. Further, the Offeror shall provide the DDA with evidence and the amount of Errors and Omissions Insurance, i.e. Professional Liability Insurance currently in effect. The successful offeror shall be required to provide adequate insurance coverage consistent with the scope & scale of this project offering.

Rights to Submitted Material: All submittals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Offerors shall become the property of the DDA when received.

Title VI/Nondiscrimination Statement: No person shall on the grounds of race, color, national origin, sex, age and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the DDA. The DDA does further commit that disadvantaged business enterprises as defined by and approved by the Georgia Department of Transportation will be afforded full opportunity to submit in response to this request and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration of an award.

Qualifications: Submittals shall include a completed copy of the appropriate schedules in response to this request.

Selection Criteria: To receive consideration, the offeror's submittal should be responsive to the potential projects described in this document and according to the criteria listed below. The contract will be awarded to the team determined to be the most qualified to perform the work based on the established evaluation criteria. Changes to the successful team's Project Manager and Superintendent during the course of the project without the written approval of the DDA may constitute a breach of the terms of the Agreement.

A selection committee will be convened to evaluate the submittals based on the following weighted criteria:

<b><u>Project Methodology and Mix of Uses.</u></b>	<b>30%</b>
<b><u>Similar Demonstrated Experience Within Georgia Markets.</u></b>	<b>15%</b>
<b><u>Development Team Experience.</u></b>	<b>20%</b>
<b><u>Market Knowledge.</u></b>	<b>15%</b>
<b><u>Financial Health.</u></b>	<b>20%</b>
<b><i>Total:</i></b>	<b>100%</b>

Upon completion of an initial evaluation by the committee and scoring, interviews may be utilized to determine the final short-list of candidates. Once the short-list is determined, sealed fee proposals will be reviewed, and a final recommendation will be made to the Sugar Hill DDA for approval. The DDA reserves the right to award a portion of or the entire contract to any combination of consultants (firms, teams, or individuals) that serve the best interest and provide the greatest value to the DDA while maintaining a competitive and fair procurement framework.

Copies: One unbound original, one .pdf on CD-ROM, and **three (3) bound** original copies of the submittal and supporting documents must be submitted in response to the RFP.

Termination of Contract: The DDA may cancel the contract at any time for breach of contractual obligations by providing the successful Offeror with a written notice of such cancellation, in accordance with the terms of the final Construction Agreement.

Assignment: The successful Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the DDA.

Conflict of Interest: The Offeror covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

Independent Contractor: The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the DDA. Therefore, the Offeror shall assume all legal and financial responsibility

for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the DDA, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Offeror shall further understand that the DDA cannot save and hold harmless and or indemnify the Offeror and/or the Offeror's employees against any liability incurred or arising as a result of any activity of the Offeror or any activity of the Offeror's employees performed in connection with the contract.

**Contract:** The Development Agreement between the DDA and the Offeror shall based on:

- 1) The response to this RFP;
- 2) The qualifications submitted by the Offeror to the DDA in response to the RFP;
- 3) Specific performance milestones and financial commitments; and
- 4) The balance of the financial terms between the DDA and the successful Offeror

In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Development Agreement shall govern. However, the DDA reserves the right to clarify any contractual relationship in writing with the concurrence of the Offeror, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's submittal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

**Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the Offeror agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, Georgia Security and Immigration Compliance Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

**Funding:** Funding is provided through a combination of local funds, sourced in bonds, and cash reserves. No federal funding is being used in the completion of this project.

### **Submittal Submission & Evaluation**

Firms should provide the following information related to this RFP:

- Letter of Interest (Cover Letter)
- Project Description & Use Proposal - Narrative
- Project Methodology – Narrative
- Project Experience – Schedules A, C, D, G, I (Include additional project data sheets as necessary. Supplemental sheets do not contribute to the 25 page limit.)
- Team Member Experience – Schedule B
- Evidence of Financial Health – Schedules E, H, J, K

Responses to this request should be in the form of a written package not to exceed 25 pages including cover letter. Any incomplete submittals will be determined to be non-responsive.

The DDA will select the development partner(s) that demonstrate(s) the best combination of qualifications by area of expertise or collective specialties in such manner as is in the best interest of the DDA and yields the highest and best use of the project property. Interviews may be required; however, the DDA reserves the right to award a contract based upon evaluation of the written submittals only. In addition, the DDA reserves the right to terminate the contract at the completion of the pre-construction services phase.

All submittals must be in writing and must be received at the following address no later than **10:00 AM Thursday, January 9<sup>th</sup>, 2020**. All submittals, delivered by hand or other methods, must clearly indicate on the outside of the sealed package or envelope the information provided below. Provide one (1) unbound, (1) USB flash drive (with .pdf copy) and three (3) bound original copies of the complete submittal.

**RFP 20-008: TEMPLE AND HILLCREST**

**SUGAR HILL DDA**

**ATTN: Mercy**

City of Sugar Hill

5039 West Broad St

Sugar Hill, Georgia 30518

### **Certification**

The undersigned declares that he or she has carefully examined all the documents contained in this Request for Proposals (RFP) solicitation for the project, and certifies to the best of his/her knowledge, that this Proposal fully complies with all of the requirements of the RFP and all addenda and clarifications issued in regard to the RFP.

The undersigned also hereby certifies that he or she (or, if he or she is the authorized representative of a company, the company) is the only person interested in this Proposal and any subsequent proposal; that it is made without any connection with any other person making any submission for the same work; that no person acting for, or employed by, the DDA is directly or indirectly interested in this Proposal or any subsequent proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that the undersigned Offeror has not influenced or attempted to influence any other person or corporation to file a Proposal or subsequent proposal or to refrain from doing so or to influence the terms of the Proposal or any subsequent proposal of any other person or corporation; and that this submission is made in good faith without collusion or connection with any other person applying for the same work.

The undersigned further states that he or she has the necessary licenses, certifications, and professional credentials necessary to practice their respective professions within the State of Georgia.

The undersigned states that he or she has carefully examined all of the information provided and representations made in this Proposal and the documents submitted with the RFP including all schedules, forms and materials, and certifies to the best of his/her knowledge, that this Proposal in its entirety is complete, true and accurate.

**Acknowledgement of Addenda.** By signing below, the interested Offerors **acknowledges receipt of the following addenda** to this RFP:

Addenda No. (if any) \_\_\_\_\_

**SIGNED UNDER THE PENALTY OF PERJURY:**

Signature:

\_\_\_\_\_  
*(Signature of Authorized Representative)*

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Firm Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

Project Number:

\_\_\_\_\_

Project Name:

\_\_\_\_\_



*Firm Name:* \_\_\_\_\_

**SCHEDULE A – BUSINESS OWNERS:** Interested Offeror **MUST** provide the following information and attach a copy of the resume for each and every business owner of the team (each firm) for this Project.

NAME	TITLE	ROLE/JOB RESPONSIBILITIES/ SCOPE OF WORK	# OF YEARS W/FIRM	EDUCATION/EXPERIENCE

**Firm Name:** \_\_\_\_\_

**SCHEDULE B – MANAGEMENT PERSONNEL:** Interested Offerors **MUST** provide the following information and attach (1) an organizational chart and (2) copies of the resumes for each person who will have any direct management responsibility for the Project, including but not limited to, project executives, project managers, project superintendents, etc. for this Project.

NAME	TITLE	ROLE/JOB RESPONSIBILITIES/ SCOPE OF WORK	# OF YEARS W/FIRM	EDUCATION/EXPERIENCE	COMPLETED PROJECTS

**Firm Name:** \_\_\_\_\_

**SCHEDULE C - SIMILAR PROJECT EXPERIENCE:** Interested offerors **MUST** list all similar projects respondent Offeror has completed during the last five (5) years. For the purpose of this RFP “similar projects” shall be defined as projects of similar dollar value, size, scope and complexity as this Project. For each project listed provide a detailed description of the scope of work performed and provide contract amounts for that scope of work only.

**If specific criteria are required for a project such as prior experience, make sure those criteria are met and described by the projects listed.**

PROJECT NAME & LOCATION	DEVELOPER	ARCHITECT	CIVIL/SITE ENGINEER	PROJECT DESCRIPTION	ORIG. / FINAL CONTRACT AMT.	PROJECT DATES (M/D/YYYY – M/D/YYYY)	DOWNTOWN DEVELOPMENT PROJECT (Y/N?)

***Firm Name:*** \_\_\_\_\_

**SCHEDULE D - TERMINATIONS:** Interested Offerors are required to list each and every project within the prior five (5) years on which it was terminated or failed to complete the project.

PROJECT NAME & LOCATION	SCOPE OF WORK PERFORMED	CONTRACTED WITH	START & END DATES	ESTIMATED CONTRACT AMOUNT	% COMPLETE	REASON FOR TERMINATION OR FAILURE TO COMPLETE

**Firm Name:**\_\_\_\_\_

**SCHEDULE E - LAWSUITS:** Interested Offerors are required to list all lawsuits in which the Offeror is a defendant or defendant-in-counterclaim with regard to construction contracts within the last 5 years. Please include among the lawsuits requested in the previous sentence payment bond lawsuits under G.Lc.149, §29 and mechanics lien lawsuits. If the lawsuit was pending at any time during the last five (5) years (which includes any lawsuit that was commenced, dismissed, or resolved by settlement or judgment during that time), then it must be listed. **DO NOT** include actions that primarily involve personal injury, workers' compensation claims, or where the sole cause of action involves the Offerors' exercise of its rights for direct payment. Joint ventures must provide information regarding lawsuits for each joint venture partner.

PROJECT NAME & LOCATION	PROJECT OWNER	DESCRIPTION OF LEGAL PROCEEDING (include caption of case, parties, location of proceeding, description of the dispute and status and/or outcome)

*Firm Name:*\_\_\_\_\_

**SCHEDULE F – RESERVED.**

***Firm Name:***\_\_\_\_\_

**SCHEDULE G - PROJECT REFERENCES:** Interested Offerors are required to list references for prior work respondent Offeror has performed listed in *Schedule C*.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON/ADDRESS	TELEPHONE#	FAX#
	OWNER:			
	DESIGNER:			
	OWNER:			
	DESIGNER:			
	OWNER:			
	DESIGNER:			
	OWNER:			
	DESIGNER:			

**Firm Name:** \_\_\_\_\_

**SCHEDULE H - CREDIT REFERENCES:** Interested Offerors are requested to list at least three (3) credit references from banks, suppliers and/or vendors.

CHECK ONE	COMPANY NAME	CONTACT PERSON	TELE#	FAX#
<input type="checkbox"/> BANK <input type="checkbox"/> SUPPLIER <input type="checkbox"/> VENDOR				
<input type="checkbox"/> BANK <input type="checkbox"/> SUPPLIER <input type="checkbox"/> VENDOR				
<input type="checkbox"/> BANK <input type="checkbox"/> SUPPLIER <input type="checkbox"/> VENDOR				
<input type="checkbox"/> BANK <input type="checkbox"/> SUPPLIER <input type="checkbox"/> VENDOR				
<input type="checkbox"/> BANK <input type="checkbox"/> SUPPLIER <input type="checkbox"/> VENDOR				



**Firm Name:** \_\_\_\_\_

**SCHEDULE I - PROJECT RECORD:** – Interested Offerors are required to list all similar projects completed during the past five (5) years. (Respondent Offerors may attach additional pages if necessary).

<b>PROJECT INFORMATION</b>	<b>CONTACT INFORMATION</b> Provide business and contact name, address, telephone and fax
<b>PROJECT NAME:</b> <b>CONTRACT VALUE:</b> <b>SCOPE:</b> <b>START DATE:</b> <b>FINISH DATE:</b>	<b>AWARDING AUTHORITY:</b>  <b>DESIGNER:</b>
<b>PROJECT NAME:</b> <b>CONTRACT VALUE:</b> <b>SCOPE:</b> <b>START DATE:</b> <b>FINISH DATE:</b>	<b>AWARDING AUTHORITY:</b>  <b>DESIGNER:</b>
<b>PROJECT NAME:</b> <b>CONTRACT VALUE:</b> <b>SCOPE:</b> <b>START DATE:</b> <b>FINISH DATE:</b>	<b>AWARDING AUTHORITY:</b>  <b>DESIGNER:</b>

***Firm Name:*** \_\_\_\_\_

**SCHEDULE J – PRIOR REVENUE:** – Interested Offerors are required to list prior revenue for the last five (5) fiscal years.

Firm's fiscal year runs \_\_\_\_\_ to \_\_\_\_\_.

YEAR	PRIOR ANNUAL REVENUE (\$)

***Firm Name:*** \_\_\_\_\_

**SCHEDULE K – REVENUE UNDER CONTRACT:** – Interested Offerors are required to list revenue under contract for the next three (3) fiscal years.

Firm's fiscal year runs \_\_\_\_\_ to \_\_\_\_\_.

YEAR	REVENUE UNDER CONTRACT (\$)

*Firm Name:* \_\_\_\_\_

**Schedule L – RESERVED**

*Firm Name:* \_\_\_\_\_

**Schedule M – RESERVED.**

Exhibit A – Site Information



Property Information:  
7.05 total acres located in the heart of downtown Sugar Hill and along the Highway 20 corridor

Included in the Central Business District and Entertainment District of Sugar Hill with nearly \$75M of investment in amenities including stormwater system improvements, community plaza, splash park, The Bowl amphitheater and E Center mixed used development with performing arts center, community gym, and 40,000 SF of restaurant/retail/commercial space

One of the highest elevation points in Gwinnett County, with high visibility along Highway 20 and in downtown Sugar Hill

Road Frontage: Highway 20  
Traffic Count: 34,044

2.62 Acres	
Parcels:	
7305 003	.58 acres
7291 076A	.40 acres
7291 076	.39 acres
7291 075	.23 acres
7291 074	.19 acres
7291 073	.38 acres
7291 269	.45 acres
7 Parcels	2.62 acres

4.43 Acres	
Parcels:	
7292 184	1.92 acres
7291 080	.34 acres
7291 130	.40 acres
7291 078	.56 acres
7291 079B	.58 acres
7291 079A	.18 acres
7291 079	.14 acres
7291 193	.31 acres
8 Parcels	4.43 acres