



Macon Bibb County Government



**RFP 16-058-CW
Request for Proposals for Adaptive Reuse
682 Cherry Street, Macon GA 31201**

Issue Date: April 20, 2016

Due Date: June 9, 2016 – 12:00 p.m.

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1. INTRODUCTION & BACKGROUND

1.1 Background

Macon-Bibb Consolidated County Government (“Macon” or “the County”) was formed in 2014 pursuant to the consolidation of the Bibb County and City of Macon governments. Macon is committed to driving an energetic and competitive economy that increases quality of life for our residents and businesses. As a byproduct of the consolidation of the two governments, the County now holds excess real estate that it prefers to return to productive use. To that end the County seeks a development partner that specializes in adaptive reuse of historic buildings in order to convert certain government owned assets into new, productive uses.

Macon-Bibb sits the Center of the State of Georgia, approximately one hundred and fifty miles east of the Port of Savannah and one hundred miles South of Atlanta. Given its central location and significant potential as a future logistics and corporate hub, Macon has experienced steady growth since 2012 and anticipates continued growth moving forward. Downtown Macon has experienced a residential boon over the last several years due, in part, to urbanization trends nationally. Additionally, Downtown Macon houses Mercer University Law School and Navicent Health Systems. Downtown’s retail vacancy remains fairly high, but continues to steadily decline.

The County owns the property located at 682 Cherry Street (the “building”), Macon GA (Floor plans and photos included). This eleven (11) story property is the current location of the Macon-Bibb County Government Center Annex and houses several county departments. The building dates back to 1941 and has undergone substantial renovations during its years in service but maintains many original historic and unique features.

This RFP seeks to find a development partner interested in structuring a partnership with the County. The County is open to a variety of public/private partnership options which could include a joint venture structure or a long-term lease and expects that any future development incorporates mixed-use elements. The County seeks to maximize long-term revenue for both parties and generate economic benefit for the government and the potential partner. The ideal developer will have experience in a) adaptive reuse, b) historic tax credit financed projects and c) public/private partnerships.

Macon seeks proposals from qualified developers interested in undertaking this significant project. In seeking a potential partner, the County is seeking a developer with the referenced experience and encourages creativity in developer responses to this procurement.

In addition to the referenced economic benefit, the County hopes that this development will further catalyze Downtown’s economic resurgence while maintaining its distinct and historic feel. Given that the State of Georgia recently revised its State Historic Tax Credit regime, it is anticipated that the Developer will be able to avail itself of the typical Federal Historic Tax Credit regime and Georgia’s uncapped Historic Tax Credit Regime. (A copy of Georgia’s revised tax credit legislation is included) Tax credit availability will require final design approval from the Georgia State Historic Preservation Office (SHPO); the County is willing

to make any final agreement contingent upon SHPO design approval. Additionally, the County has identified several potential parking options for the site; the site lacks onsite parking but several options exist in very close proximity to the building. As such, as part of the final development agreement, the County anticipates working with the selected Development Partner to ascertain a permanent parking solution in short order and is willing to also provide a deal contingency with regard to a parking solution.

The County’s chosen development partner will enter into a development agreement which will more fully set forth the terms and conditions of the Selected Developer’s development of the Project (the “Development Agreement”). The terms and conditions of the Development Agreement are more particularly described in Section 4 of this RFP.

The County will select the Selected Developer based on qualifications, references, and financial capability to execute the Project (see Sections 4 through 8 below).

Submissions in response to this Request for Proposals are due June 9, 2016 – 12:00 pm EDT. Responses received after the date and time prescribed may not be considered for contract award and shall be returned to the Offeror at the discretion of the County. **For a full schedule of activities and key dates, see Section 2 below. A pre-bid conference is scheduled for 10:00 o’clock a.m., Wednesday, May 11, 2016 at Procurement Department at 700 Poplar Street Suite 308, Macon, Ga 31201.**

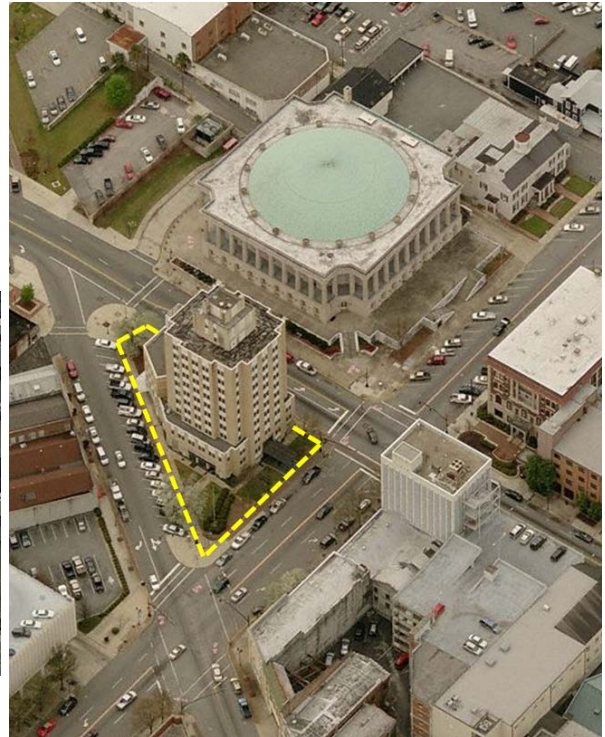
2. SUMMARY OF KEY DATES

The overall schedule for accepting and reviewing Responses and Developer Selection is:

TASK	Due Date
RFP Issue Date	April 20, 2016
Mandatory Pre-Bid Conference and Site Tour	May 11, 2016
Closing Date for Written Questions must be emailed to Chauncey Wilmore at cwilmore@maconbibb.us	May 20, 2016
Answers to Written Questions	May 27, 2016
Closing Date for Response Submission	June 9, 2016 – Proposals due by 12:00 pm EST
Announcement of Shortlist	July 13, 2016
Interviews of Shortlisted Firms	July 26, 2016
Anticipated Date of Developer Selection	August 15, 2016

2.1 Building

The Building is located in the heart of Downtown Macon, in close proximity to Mercer University School of Law and the Navicent Hospital. It sits on a unique triangle bounded by Cherry Street, Cotton Avenue and 1st Street.



2.2 Zoning

It is anticipated that the County will work with the selected developer to obtain the proper zoning designation. The County anticipates that its selected partner will comply with the CBD Redevelopment guidelines which can be viewed at http://www.maconbibbpz.org/cmsAdmin/uploads/CBD_Guidelines.pdf.

As part of the approval process, prior to development, the Selected Development partner will be required to submit a Final Site and Development Plan to the Macon-Bibb County Planning and Zoning Commission and will pursue all other required approvals.

2.3 Transaction Structure

It is anticipated that the County will retain ownership of the building and provide an unsubordinated long term ground lease to the Developer.

Upon expiration of the lease, all buildings and improvements contained in the lease area shall revert back to the County; any financing shall be secured only on the ground leasehold interest; there shall be no financing on the County's fee interest; the agreement shall present no cost or risk to the County.

The Successful Offeror shall be responsible for all engineering, design, rezoning costs (and operating and maintenance costs); and, shall incur all risk of development, construction (and operating and maintenance cost on any leasehold portion).

3. SCOPE AND DEVELOPMENT

3.1 Overview

It is expected that the Selected Development partners will develop a mixed use facility consisting of at least 50 multifamily units and with potentially a retail use on the first floor.

The concept for the project is a market-rate development. At this time, the County does not anticipate any affordable housing requirements.

The Selected Development partner must plan and execute all required activities to complete development of the property, in coordination with the County.

4. PROPOSAL SUBMISSION REQUIREMENTS

4.1 Structure

4.2 General

Proposals must be typewritten on 8.5 by 11 inch paper and bound in two separate binders. Binder 1 contains the Technical Proposal and Binder 2 contains the Financial Proposal. The Offeror must also submit one copy of the proposal in digital format, on a USB flash drive.

It is the Offeror's responsibility to clearly describe the project it proposes to develop in response to the RFP. Offerors are cautioned that organization of their response, as well as thoroughness, is critical to the evaluation process. All RFP Forms must be completed legibly and in their entirety, and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal are not desired.

By submitting a proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP may result in the disqualification of the Offeror's proposal.

The Offeror's response is considered a binding offer assuming all terms are negotiated

satisfactorily in the development agreement.

Responses may be withdrawn upon written request and resubmitted if received by the County prior to the Closing Date for Proposal Submission. Responses will be in force for a period of one hundred and eighty days following the Closing Date for Proposal Submission.

Personnel described in the response shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees or agents of the Developer and not employees or agents of the County and must be able to pass Criminal Background check. The PSA will be for the duration of two (2) years. It may be extended or cancelled by the County at its discretion.

4.3 Binder 1: Technical Proposal

The Offeror must submit the following information, arranged in the same order and identified with headings as presented herein. This information will be considered the minimum content of the Technical Proposal.

4.3.1 Transmittal Letter

A letter signed by an authorized officer of the development team to make a binding commitment for the Developer without the consent or joiner of any other party or authority. The Transmittal Letter should state that the Proposal is valid for 180 days and that, if selected, the Developer will negotiate in good faith with the County.

4.3.2 Table of Contents

4.3.3 Executive Summary excluding all financial information (three pages maximum)

4.3.4 *Development Team Overview and Organizational Structure* – Offerors shall provide a company overview for each member of the proposed Development Team. Offerors must identify the lead Developer and the role of each member of the Development Team, as well as the proposed Project Manager and project architect.

Offerors shall provide an organizational chart and narrative description that identifies the proposed team structure clearly delineating relationships between reporting roles. Summary qualifications of key project staff should be included as well as a description of their role on this project and relevant experience.

4.3.4.1 *Past Performance* - Offeror's qualifications should demonstrate expertise, financial capacity and proven experience in residential and/or mixed use adaptive reuse and projects as well as experience with historic tax credit development, management and public-private partnerships.

Offerors must provide illustrative materials on three (3) recent projects of similar or comparable scope with specific emphasis on adaptive reuse and tax credit deals over the past 10 years. Past Performance examples shall include at a minimum:

- a. Name / address / location of project
- b. Development team members including lead developer, project architect, general contractor, lender(s) and equity provider(s)
- c. References including names, addresses, telephone numbers and email addresses and a letter authorizing each reference to respond to inquiries regarding the design, financing and development of the project as well as prior projects
- d. Photographs and project renderings, if available.
- e. Development scope
 - i. Land area (square feet)
 - ii. Square footage of buildings (broken down by product type)
 - iii. Parking solutions
 - iv. Construction type (high rise, mid-rise, low rise)
- f. Development costs (excluding land costs)
 - i. Total project development costs
 - ii. Hard costs by product type (total and \$ / s.f.)
 - iii. Soft costs
 - iv. Development fees
- g. The sources and amounts of project funding
- h. Project timeline from initial planning to construction completion and lease up as well as current project status
- i. Challenges associated with the project
- j. Statement of how the project compares to the Cherry Street development
- k. Development structure – if the project was a Public-Private Partnership, Offerors must provide the following information:
 - i. Whether the project was in response to an open solicitation
 - ii. Total consideration to the government including but not limited to:
 - a. Land value (initial proposal and final negotiated agreement) – amount, methodology for establishing

amount (if applicable), timing of payments

- b. Other public benefits - list and identify the cost of each (i.e. public parking, public facilities, etc.)

I. Any factual measures of success including but not limited to:

- i. Initial budget vs. final cost
- ii. Projected Net Operating Income (NOI) for first stabilized year (and projected year) vs. actual stabilized NOI (and actual year of stabilization)
- iii. Satisfaction of public entity (where applicable, demonstrate through past performance review)

4.3.4.2 A list of any projects on which the Developer, its parent company, or any member of the Development Team has defaulted or declared bankruptcy, and an explanation of each default or bankruptcy.

4.3.4.3 Detailed information regarding any criminal indictments or felony convictions of the Developer or any principal, officer, director, partner, member, manager or equivalent of any person or entity constituting a member of the Development Team.

4.3.5 Proposed Development Plan

The Development Plan should demonstrate an understanding of the site, market opportunities and constraints, the type and size of development best suited for the site and the market, and a realistic, market based approach to total development scope. The Development Plan must include at a minimum, the following:

- a. Narrative description of the Offeror's vision for the project
- b. Proposed Development Program - total square footage of residential and retail to be constructed, with particular focus on amount of any speculative multifamily and retail space to be constructed (final scope of development to be determined based upon Selected Developer's successful negotiation with government and other tenants)
- c. Parking proposal –number, preferred location and type of parking stalls necessary for project completion
- d. Market support for proposed development program, with specific focus on speculative multifamily, mixed use and adaptive reuse.

4.3.6 Conceptual Project Schedule

Offerors must submit a theoretical project schedule, detailing the duration (in number of months) and dates for key milestones beginning at initial selection

(assume 1/1/2016) through stabilized occupancy of the completed buildings.

The Project Schedule must address at a minimum, the following:

- a. Negotiation of development agreement
- b. Anticipated SHPO approval timing
- c. Negotiation of final ground lease with the County
- d. Concept plan preparation, review and approval by the County
- e. Development Plan preparation, review and approval by the County
- f. Local governmental approvals and actions (zoning, site plan, etc.)
- g. Project financing plan approval
- h. Schematic design, design development and construction drawing preparation and approval
- i. Permitting process
- j. Project construction period
- k. Initial occupancy
- l. Final/stabilized occupancy

4.3.7 Required Statements

Offerors must submit statements for the following:

- a. Identify whether the Project's feasibility is contingent on any local, state, or federal government action or financial support (including a change in regulations; funding including guarantees, and issuance of tax exempt bonds; financing and credit enhancements; leasing of space; and the justification and process for obtaining government support). As noted above, the County will accept proposals that are contingent up SHPO approval.

4.4 Binder 2: Conceptual Financial Proposal

The Offeror must submit the following information, arranged in the same order and identified with headings as presented herein. This information will be considered the minimum content of the Financial Proposal.

- 4.4.1 Table of Contents
- 4.4.2 Proposed Ground Lease Term: Identify the shortest acceptable ground lease term required for project feasibility and financing
- 4.4.3 A full construction and development pro forma including budgets, sources and uses and operating cash flows, provided in Microsoft excel format with all formulas editable and intact
- 4.4.4 Proposed Rental Rates: Proposed rental rates and lease terms for all tenant types
- 4.4.5 Conceptual Project Budget: Provide a high-level construction and development budget, based upon the Proposed Development Plan identified in 6.2.5 above.
- 4.4.6 Proposed Ground Lease Structure: Identify if the ground lease payments would be proposed as a fixed rent, a capitalized rent payment, or some participatory structure
- 4.4.7 Financial Plan and Transactional Instruments
Offerors shall provide a description of its strategy for financing the project on a long-term basis including anticipated financing costs, discussion of the risks and benefits of the structure, long term outlook for project financial viability, and why this strategy is the most advantageous for the County. Proposals will address timing for execution of financing, and financing closure.

Any proposal must address and demonstrate that any financing shall be secured only on the ground leasehold interest; there shall be no financing on the County's fee interest; the agreement shall present no cost or risk to the County.
- 4.4.8 Historical Financials
Copies of Developer's audited financial statements for the past three fiscal years.
- 4.4.9 Financial Qualifications
Statements regarding the Developer's financial creditworthiness and past development experience which can be verified, including the names and addresses of at least three (3) commercial or institutional credit references and a letter authorizing each credit reference to respond to inquiries.

5. Copies and Submission

One (1) original (duly marked) and ten (10) copies of the Technical Proposal binder, and one (1) original (duly marked) and ten (10) copies of the Financial Proposal binder shall be

delivered to the following address:

“Request for Proposals for Adaptive Reuse”
Macon Bibb-County Procurement Department
Attn: Chauncey Wilmore, Senior Procurement Officer
700 Poplar Street
3rd Floor, Suite 308
Macon, GA 31201

Offerors are reminded that changes to the Request for Proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the closing of the solicitation. All addenda **MUST** be signed and submitted before the time and date of the closing of the bid or must accompany the bid. Notice of addenda will be posted on the solicitation webpage at <http://www.maconbibb.us/purchasing/>.

The Offeror is advised that the United States Postal Service or even Express Mail may not deliver your response in a timely manner. Offerors are cautioned to plan accordingly.

The County is not responsible for delays caused by any delivery service. Deliveries must arrive by 12 noon on June 9, 2016.

The County reserves the right to reject any or all responses considered not responsible or non-responsive; to re-advertise this RFP; to postpone or cancel this process; to waive irregularities in the solicitation process or in the responses received; and to change or modify the RFP schedule at any time. Examples of not responsible or non-responsive may include, without limitation, termination of a previous contract with the County, financial weakness, or multiple legal actions taken by the firm.

Macon-Bibb County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law.

Each submission should be prepared simply and economically, providing a straightforward, concise description of your firm’s ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner’s needs.

Macon-Bibb County makes no guarantee that an award will be made as a result of this RFP and reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this RFP or contract when deemed to be in the Owner’s best interest.

Macon-Bibb County will consider only representations made within the submission in response to this RFP. Owner will not be bound to act by any previous knowledge, communication or submission by the firms other than this RFP.

Failure to comply with the requirements contained herein may result in the submission being deemed “non-responsive” or “non-responsible”. None responsive submissions will not be reviewed for potential award.

Macon-Bibb County reserves the right to negotiate with the selected firm in the future for Engineering Designs, Drawings, and Related services; Right of Way acquisitions, and utility relocations.

6. Late Proposals

Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the Offeror.

PROPOSAL EVALUATION AND SELECTION PROCESS

7. Proposal Evaluation Criteria

The following evaluation factors will be used to evaluate Offerors and are listed in order of importance:

Offeror Qualifications

Past Performance

Financing Plan

Degree to which the Conceptual Development Plan meets or exceeds the County’s goals as set forth in this RFP

SCORING (total possible number of points = 100)

Experience – Maximum 35 points

Project Approach – Maximum 20 Points

Project Timeline – Maximum 20 Points

Price – Maximum 25 Points

Scoring will be performed by a team of reviewers utilizing the Point Allocation Guidelines.

8. Proposal Evaluation and Selection Process

8.1 A Selection Committee of the County has been established to review and evaluate all proposals submitted in response to this RFP. The committee will conduct a preliminary

evaluation of the Technical Proposals based on the evaluation factors listed above and in the RFP. The selection of the Offeror will be based on the clarity and comprehensiveness of the Offeror's response. The Offerors will be evaluated as follows:

- 8.2 Based on the results of the preliminary evaluation, one or more Offerors may be invited to make an oral presentation to the County.
- 8.3 The County may request clarifications or best and final offers from any or all Offerors at which point the Committee will conduct a final evaluation and rank order the proposals deemed responsive and responsible.
- 8.4 The County may, at any time, request any additional information, including any omission from the original response, it deems relevant and/or necessary for the purposes of its evaluation and decision making process. The Committee may conduct discussions, interviews or require presentations to investigate the qualification of any Offeror, as it deems appropriate.
- 8.5 The County reserves the right to enter into competitive negotiations with one or more Offerors.
- 8.6 As part of the competitive negotiation process, Offerors may be requested to provide the County with more detailed designs, project specifications and cost models or other information deemed necessary by the County. Any additional information provided to the County will be at the sole risk and expense of the Offeror.
- 8.7 The County reserves the right, at its sole discretion, to reject any or all proposals it deems incomplete or unresponsive to the submission requirements.
- 8.8 The designation of a Selected Developer will be based on the quality, clarity and thoroughness of the proposal and the degree to which it meets or exceeds the County's stated vision, goals and requirements and provides the County with the best value.
- 8.9 The County retains the right to negotiate the final contract terms and conditions to be presented for approval with one or more of the apparent most responsive Offerors as solely determine by the County.
- 8.10 The County reserves the right to conduct discussions with Offerors, to request revisions of proposals and to negotiate price changes or waive minor informalities. During the discussion period, no information will be disclosed regarding either the contents of proposals or discussions.
- 8.11 The County reserves the right to waive any information or irregularities in any response and to reject any and/or all responses as may be deemed in the best interest of the County. The County further reserves the right to cancel the project at any time and pay the selected Offeror only for the costs incurred to that point as will be provided for the development agreement.

8.12 Upon review of the proposals received from Offerors, the Committee will recommend to the County a preferred Offeror. Following review and approval of that selection, Macon Bibb County will negotiate a development agreement with the selected Offeror. Their designees may represent the General Counsel and Chief Financial Officer in these negotiations. In such instance where a development agreement, acceptable to the County, cannot be negotiated, the County may, in its sole and absolute discretion terminate negotiations and undertake negotiations with the next best-qualified Offeror until an acceptable development agreement is concluded and executed by the Mayor. Development agreement negotiations will include discussions related to fees and other charges, budget, insurance requirements and any other negotiable terms and conditions of a definitive contract.