

# REQUEST FOR PROPOSAL

Notice of development partnership opportunity with  
the Lilburn Downtown Development Authority



**For the mixed-use development of  
First and Main in Old Town**

**Release Date: December 17, 2020**

**Deadline for Submission: March 1, 2021**

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## I. SUMMARY OF OFFERING

OPPORTUNITY	Development of property in the Old Town Lilburn, for the purpose of a mixed-use development with a restaurant, under a long-term lease or lease-purchase agreement with the Lilburn Downtown Development Authority (DDA).
LOCATION	2.098-acre assemblage at the corner of First Ave and Main Street in downtown Lilburn.
USES	Restaurant with Commercial/Residential
DESIGN STANDARDS	Design of exterior must be consistent with the vision of the Old Town district as depicted in the Downtown Renaissance Plan and Town Center Overlay District with guidance and approval from the DDA.
RESPONDENT DEVELOPMENT TEAM	The Respondent Development Team should at a minimum include an experienced business and property developer and manager. Restaurant experience is required, and experience in mixed-use development is preferred.
CAPITAL INVESTMENT	Respondent Team should be prepared to invest in the development of a building for the purpose of accommodating a restaurant with additional buildings for commercial and/or residential uses. This includes design, engineering, and construction costs.
FINANCIAL REQUIREMENTS	Each Respondent Team must demonstrate their ability to successfully finance, construct, and operate the Restaurant and proposed Commercial/Residential development.
SELECTION PROCESS	Respondent Team must submit qualifications, a business plan, design concept, financial information, and a refundable "Offer to Negotiate Deposit" of \$1,000. A committee appointed by the DDA will evaluate proposals against the evaluation criteria contained in this RFP and may interview select Respondents. The panel's recommendation of a Respondent Team will be forwarded to the DDA for independent review and action.

EXCLUSIVE NEGOTIATIONS AGREEMENT	<p>The DDA will work with the Selected Respondent Team to prepare an Exclusive Negotiations Agreement (“ENA”).</p> <p>The Selected Respondent Team will be required to provide a non-refundable deposit of \$3,000 within 30 days after the execution of the ENA.</p>
LEASE DISPOSITION AND DEVELOPMENT or LEASE PURCHASE AGREEMENT	<p>During the ENA period, the DDA and the Selected Respondent Development Team will negotiate terms of a Lease Disposition and Development Agreement (LDDA) or a Lease Purchase Agreement (LPA) with the DDA.</p> <p>The agreements will appropriately reflect the proposed use, capital investment, and market conditions. Exact duration and financial terms of the lease, lease purchase, and/or incentives to be negotiated.</p>
SUBMITTAL DEADLINE	Proposals are due March 31, 2021.
PRE-SUBMITTAL SITE VISIT	There will be a pre-submittal site visit on Friday, January 8 at 2:00 p.m.
CONTACTS	<p>Jenny Simpkins  Assistant City Manager  City of Lilburn  <a href="mailto:jsimpkins@cityoflilburn.com">jsimpkins@cityoflilburn.com</a>  678-925-4946</p>

## II. INTRODUCTION

Right in the heart of Lilburn is the historic, walkable neighborhood we call “Old Town.” Originally founded as a railroad community in the mid-1800’s, Old Town is now a growing downtown neighborhood with a charm that is well over 150 years in the making. Though technology continues to bring new conveniences, nothing will ever replace our deepest needs for connection and community. This is the heartbeat of Old Town. Neighbors will tell you that the walkability makes all the difference. You can visit the library, dine at your favorite restaurants, attend city events and concerts, shop, play at the park, and exercise for miles without ever getting in your car.

In 2016, the DDA purchased 147 and 157 Main Street along the west side Main Street with the goal of assembling over two acres of residential property for redevelopment into a mix of uses. In 2018, the DDA purchased 4865 Velva Way. The two-acre assemblage was complete in June 2020 with the purchase of 4855 Velva Way and 4845 First Avenue. In December 2020, the DDA will complete demolition of the four residential structures currently located on the assemblage, presenting a blank slate to redevelopment professionals.

The DDA seeks proposals that include a restaurant on the corner of First Avenue and Main Street. Development teams are encouraged to be creative with the remainder of the property by proposing their best and highest uses to include additional commercial and/or residential units. The most successful proposal will seamlessly fit into the existing landscape, continuing to encourage walkability and connectivity, bringing additional interest to the Old Town neighborhood.

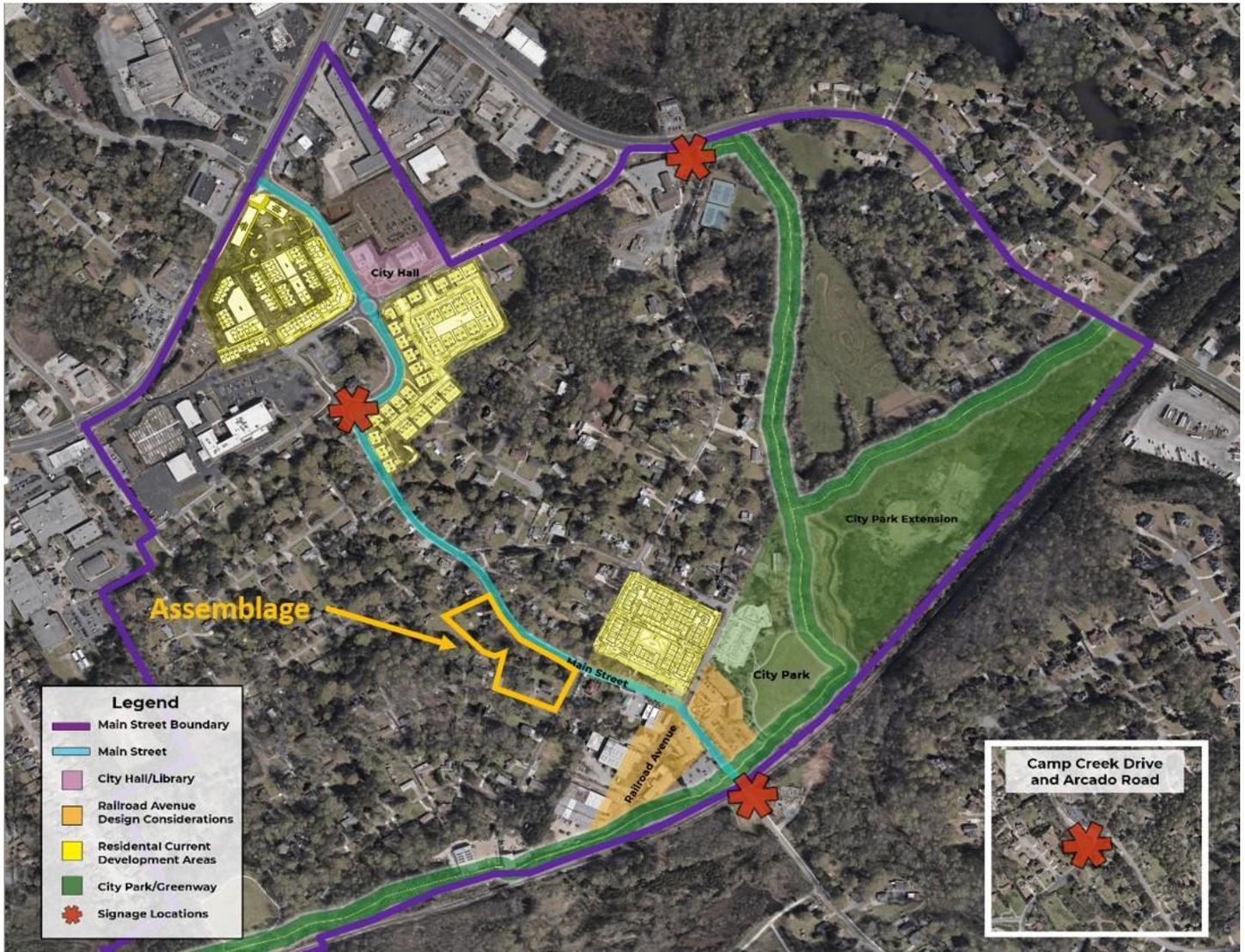
The DDA intends to award a custom incentive program with a long term low cost lease or lease purchase agreement, as applicable, with an accompanying financial incentive package, to the respondent team deemed most qualified, and based on the evaluation criteria contained in this RFP. The key dates for this offering and anticipated schedule for the selection of respondent are below.

PRE-SUBMITTAL SITE VISIT:	Friday, January 8, 2021 at 2:00 pm
WRITTEN QUESTIONS DEADLINE:	Monday, January 29, 2021 at 5:00 pm
SUBMITTAL DEADLINE:	Monday, March 1, 2021 at 2:00 pm

Interested parties are responsible for reviewing and becoming familiar with the contents of all portions of this RFP including all attachments, all background materials referenced in this RFP, and all addenda to this RFP.

### III. PROPERTY DESCRIPTIONS

The boundaries of Old Town Lilburn are shown on the map below, and the area of the assemblage is designated in orange. The property survey is attached.



#### IV. PROJECT OBJECTIVES

The City Officials, City Staff, and the DDA have identified several key objectives for the requested mixed-use development including:

- Establishing at least one additional restaurant downtown at the corner of First Avenue and Main Street;
- Continuing the walkability and connectivity of the assemblage by including a streetscape that is seamless with the streetscape along Main Street between First Avenue and Railroad Avenue;
- Continuing key safety improvements including consistent street lighting on Main Street and First Avenue and pedestrian crosswalk(s) where needed;
- Assisting with branding the downtown as the entertainment, recreation, and cultural hub of the City;
- Increasing tax base in the downtown commercial district; and
- Job creation in a target industry.

The Lilburn Downtown Development Authority works to assure the long-term stability of downtown Lilburn by maintaining the small town character of the district and supporting values that assure Lilburn is a great place to live, work, play, invest, and do business. This mission supports the vision of the Mayor and City Council for our city:

*Small Town (that makes a) Big Difference (to those who live, work, or visit).*

The DDA is a seven-member board of directors appointed to staggering four-year terms by the Mayor and City Council to serve as advocates and advisors to the Mayor and Council on issues related to economic growth and development in downtown Lilburn. The DDA works to attract businesses to the area and provides technical support to assure that existing businesses achieve their potential. The DDA establishes working relationships among downtown merchants, residents, local government leaders, and other groups.

The DDA realizes that economic revitalization includes a commitment to a well-balanced plan. A healthy downtown should include retail, restaurant, professional office spaces, public parks and other greenspace, public parking, and a variety of residential options. Private businesses should exist along with government services and downtown residents.

## V. KEY TERMS

1. *Business Plan*: The respondents will provide a completed business plan that includes an Executive Summary, Business Description, Competitive Analysis, Organization Management, Sales Strategies, Funding Requirements, Financial Projections, and an overview of the industry of which the business will be a part, and how the respondent will distinguish its proposal from potential competitors.
2. *Exclusive Negotiations Agreement (ENA)*: The selected development team will be expected to execute an agreement between the Downtown Development Authority specifying a period of time in which the parties will negotiate exclusively on a development project. The ENA binds both parties (private and/or public) from making any similar deals with the other parties for a specified period. It shows the Developer has represented its willingness and ability to undertake certain studies, plans and other activities necessary to define the scope of a development and determine the feasibility of such development on a particular site. The Agreement shall serve as the basis for entering into a Lease Disposition and Development Agreement (LDDA) or a Lease Purchase Agreement (LPA) or an incentive agreement with the Downtown Development Authority.
3. *Incentive Package*: The DDA is prepared to discuss a development incentive package that may include: site development assistance, equipment purchase assistance, no or low cost rent, and low interest financing.
4. *Lease and Financial Terms*: The DDA is proposing a long-term lease for the property or a 3-5 year lease purchase agreement with 75% of the monthly payments to go towards the purchase price. The negotiated lease or lease purchase terms and length of the lease term will be determined as part of project negotiations. While the DDA is assuming a fair market rent lease, some DDA participation may be negotiated to support elements of the project that meet key objectives and the City of Lilburn's Vision.
5. *Lease Disposition and Development Agreement (LDDA)*: A contract between a developer and the DDA that involves the lease of DDA-owned land or property to the developer.
6. *Lease Purchase Agreement (LPA)*: An agreement that combines elements of a traditional rental agreement with an exclusive right of first refusal option for later purchase on the building.
7. *Construction, Rehabilitation, Adaptive Reuse and Management*: The selected development team shall be responsible for the development of a restaurant building and other structures as well as its proposed business management. Construction and/or rehabilitation of exterior must be approved by the Downtown Development Authority.
8. *Required Investment*: Through this RFP, the DDA seeks developers who can bring together the financial resources needed to execute the project and maintain the business. The project will require investment in the property to achieve this goal.

## **VI. MINIMUM QUALIFICATIONS & EVALUATION CRITERIA**

### **A. Minimum Qualifications**

The DDA will not consider or evaluate submittals from Respondents that do not meet these minimum requirements:

1. At least one Respondent Development team principal must have a minimum of three (3) years of experience in business development.
2. At least one Respondent Development team principal must have successful completion and operation of at least one (1) real estate development project of similar size and scope to the project proposed within the last 10 years.
3. Respondents must provide evidence of strong credit history and demonstrated ability to finance the project on commercially reasonable terms provided from equity or debt from bona fide financial institutions.
4. Respondents must demonstrate that its development team includes an experienced business and property manager. Restaurant industry experience is required.
5. Respondents shall provide evidence of access to technical experts necessary to develop and operate the project.

### **B. Evaluation Criteria**

Evaluation of the submittals from Respondents that meet the minimum qualifications will focus on the capability of the Respondent and the strength of the Respondent's proposed concept for the project ("Project Concept"). The evaluation criteria below will be used to assess the relative strength of each submittal.

#### **1. Respondent Development Team and Experience (35 Points)**

- a. Successful track record in developing and operating facilities similar to the proposed project.
- b. Experience with complex projects that included identifying and securing investors, defining project scope, managing the construction process, and complying with local codes, permitting, and licensing practices.
- c. Demonstrated ability to operate and maintain a Restaurant once construction is completed.
- d. Sufficient staff and resources to complete the project.
- e. Track record of local hiring and participation of locally owned businesses in prior projects.
- f. Demonstrated ability to work with and solicit input from community, stakeholders, and local organizations, and address community concerns.

**2. Project Concept and Key Objectives (15 points)**

- a. Consistency of proposed Project Concept with objectives for the project discussed in Section IV.
- b. Overall ability of the Project Concept to add to the vitality and vision of downtown Lilburn.

**3. Project Concept Pro-Forma and Expected Sources of Funds (15 points)**

- a. Evidence of financing a comparable project(s).
- b. Evidence of ability to attract necessary investment for the proposed Project Concept.
- c. Cash flow projections that demonstrate the project, once operational, will meet all lease, debt service, and operating expenses.

**4. Project Concept Specifications and Feasibility (20 points)**

- a. Completed business plan including implementation timeline.
- b. Specifications of Project Concept relative to requested space.
- c. Feasibility of the Project Concept relative to construction and/or rehabilitation of building(s), execution of business plan objectives, cost, and timeline.
- d. Likelihood of Project Concept meeting the DDA and City of Lilburn's vision in an expedient manner.

**5. Community and Public Objectives (15 points)**

- a. Amount of community benefit derived from the Project Concept, including but not limited to, increase in tax revenues, commitment to a tourism component, number of jobs created, sponsorship of and participating in local events, and opportunities for education, mentoring, or job training.

**Total Points 100**

## VII. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

### A. Submittal Instructions

#### 1. Schedule

PRE-SUBMITTAL SITE VISIT:	Friday, January 8, 2021 at 2:00 pm
WRITTEN QUESTIONS DEADLINE:	Monday, January 29, 2021 at 5:00 pm
SUBMITTAL DEADLINE:	Monday, March 1, 2021 at 2:00 pm

#### 2. Pre-Submittal Meeting and Site Visit

Interested parties are strongly encouraged to attend the pre-submittal site visit on Friday, January 8, 2021 at 2:00 pm. The meeting will take place at the corner of First Avenue and Main Street.

#### 3. Questions Regarding RFP

Any requests for information concerning, or clarification of, this RFP must be submitted in writing before 5:00 pm on Monday, January 29, 2021. Responses to all written questions submitted prior the date above will be posted on the City of Lilburn's web page for this RFP. Respondents are presumed to have received all information contained and referenced in this RFP, transmitted to interested parties and posted on the City of Lilburn's web page for this RFP.

#### 4. Number and Form of Submittal

Please submit **3 copies** of the submittal, as described below, except for a single set of the Confidential Financial Materials. Except for Confidential Financial Materials, documents should be submitted in electronic form as well.

Each Respondent should submit one copy of its financial information in a separate sealed envelope, designated "Confidential Financial Materials." Each Respondent must clearly mark any of the financial materials that it in good faith believes to be trade secrets or confidential proprietary information protected from disclosure under applicable law. To the extent permitted by law, the DDA will attempt to maintain the confidentiality of financial materials marked confidential and/or proprietary, but Respondents are cautioned that, in accordance with the Georgia Open Records Act (O.C.G.A. §§ 50-18-70 through 76), responses and other communications from interested parties must be open to inspection by the public upon request immediately after a lease is executed. Proprietary financial information submitted by a Respondent in response to this RFP will not be disclosed until and unless that Respondent executes the lease and in accordance with applicable law.

## 5. Submittal Delivery

The proposals are due no later than 2:00 pm on Monday, March 1, 2021. Hard copies should be delivered to Jenny Simpkins, Assistant City Manager, City of Lilburn, 340 Main Street, Lilburn, Georgia 30047, and electronic copies should be sent to [jsimpkins@cityoflilburn.com](mailto:jsimpkins@cityoflilburn.com).

## B. Submittal Requirements

### 1. Cover Letter

Submit a cover letter that introduces your development team and Project Concept executed by an authorized signatory of your development team.

### 2. Development Team Description and Experience

#### a. Development Entity and Team

- i. Identify and describe the development entity submitting for the project. Include the responsibilities, name, address, telephone, and e-mail address of the principal developer (and relevant joint venture partners), and any other information, including references, about the development entity that may be pertinent to this opportunity. Joint ventures are acceptable, if one organization is designated as the lead development entity. Please indicate the architect, landscape architect, structural engineer, and other critical consultants that are proposed for this project. Please indicate the roles for anticipated consultants or contractors that have not been included at the time of submittal.
- ii. Identify the legal entity with which the DDA would contract. List all joint venture partners, limited partners, members or other equity holders and their percentage interests and capital/equity committed to the entity. Provide federal tax identification number and date of incorporation or organization.
- iii. Identify the person(s) in charge of negotiations, the limits of their negotiation authority and key personnel who will be involved in decision-making and day-to-day project management.
- iv. Describe the intended role of each team member and key personnel in the implementation of the project and the responsible entity in the organizational structure for entitlement phase, construction stage and ongoing property management.
- v. Identify selected consultants, including licensed design professionals, and identify the lead person with each consultant.

#### b. Disclosures

Please provide answers to the following questions:

- i. Is the development entity or any principal owner in the proposed project involved in any litigation or disputes that could result in a financial settlement having a materially adverse effect on the Respondent's financial condition? If yes, please explain.
- ii. Does the development entity or any principal owners in the proposed project have any off- balance sheet liabilities, such as corporate or personal loan guarantees? If yes, please provide details of these items.
- iii. Has the development entity or any named individual in the proposed project ever filed for bankruptcy or had projects that have been foreclosed, or transferred to a creditor in lieu of foreclosure, or projects where the developer renegotiated or refinanced permanent project debt which resulted in a relaxation of either financial or other covenant or other terms and conditions of the existing debt on the project? If yes, please list the dates and circumstances.
- iv. If response is yes to any of these questions, the DDA may follow-up for additional information from the Respondent.

### 3. Developer Experience

- a. Provide a list of developments in which the company or principal(s) has (have) been involved, indicating the product type, date, size, cost, location and the role of the Respondent in each development.
- b. Provide photographs, if available of any of the above listed projects. Provide references including contact name, title, company name, e-mail address and telephone number for the projects.
- c. List all current projects in the design or development phase.
- d. Discuss experience with meeting local and small business subcontracting goals on other projects.

### 4. Project Concept and Key Objectives

Respondent shall submit a design concept for the Project Concept that communicates the new construction and includes any materials necessary to communicate the proposed character and the key objectives of the project.

- a. **Project Narrative:** Submit a narrative — no more than 10 pages — describing the overall vision for Project Concept and how it responds to the objectives and key terms contained in this RFP. The narrative, at a minimum, shall address:
  - i. The proposed project plan including construction of the building to be used as a restaurant as well as other proposed commercial and/or residential buildings.
  - ii. How the proposed concept will help better link the property to the City's vision.
  - iii. How the project will contribute positively to economic development via job creation, revenues, tourism, etc.

- b. **Project Plans and Illustrative Materials:** Provide plans and any illustrative materials necessary to help communicate the Project Concept, such as a site plan, floor plans, precedent images, renderings, etc.

## 5. Project Concept Pro-Forma and Expected Sources of Funds

- a. **Finance Structure:** Provide a conceptual financial structure for the Project Concept and reference any financing of past projects of a comparable nature.
- b. **Development Budget:** Provide a total budget. Indicate the anticipated source(s) and amount of debt and equity (including working capital) identified for the proposed project.
- c. **Finance Capabilities:** Describe the Respondent's current relationships with investors and lenders and ability to obtain necessary capital for the proposed development.
- d. **Business Pro-Forma:** Provide a static pro-forma for the business.

## 6. Project Concept Specifications and Feasibility

- a. **Business Plan:** Provide a business plan to include restaurant operation and marketing.
- b. **Specifications of Project Concept** relative to requested property to include: size of buildings (height and area), value of construction, parking needs, loading and distribution needs, utilities, waste disposal, operation hours, number of seats for patrons, and estimated number of weekly patrons.
- c. **Implementation Timeline:** Provide a timeline for Project Concept implementation.

## 7. Community and Public Objectives

Amount of community benefit derived from the Project Concept, including but not limited to, commitment to a tourism operations component, number of jobs created, sponsorship of and participating in local events, and opportunities for education, mentoring, or job training.

## 8. Additional Project Information (Optional)

Additional information about the proposed Project Concept, uses or design that the Respondent believes is necessary to communicate the strength of its proposal.

## 9. Confidential Financial Capacity Submittal Requirements

Submittals must include one copy of Respondent's financial information in a separate sealed envelope, designated "Confidential Financial Materials". Demonstrate your financial capacity by providing the following:

- a. **Financial Statements:** The most recent available credit report and financial statements for the past two years of each principal partner and joint venture participant for each entity. Financial statements shall include balance sheets, income statements, and statements of changes in financial position or cash flows and all notes to the financial statements. Financial statements prepared by recognized accounting firms are preferred. The DDA reserves the right to ask for additional financial statements for other periods.
- b. **Real Estate Portfolio:** Provide the composition of the current real estate portfolio either owned or managed by each principal partner or joint venture participant.
- c. **Lender Relationships:** Describe the Respondent's current relationships with lenders and ability to obtain necessary financing for the development proposed including recent history (last 2-3 years) in obtaining financing commitments, detailing type of project, financing source, amounts committed, etc. Provide lender references for the projects included in developer qualifications.

## 10. Offer to Negotiate and Exclusive Negotiations Deposits

Each Respondent must submit with its response a refundable "Offer to Negotiate Deposit" of \$1,000, payable to the Downtown Development Authority in the form of a cashier's or certified check. Submittals received without the deposit will be deemed non-responsive. Deposits will be refunded, without interest, to each Respondent not selected for exclusive negotiations. The earnest money deposit of the Respondent selected for exclusive negotiations will go towards the non-refundable deposit of \$3000 to be paid in full 30 days after the execution of the Exclusive Negotiations Agreement ("ENA").

## **VIII. SELECTION PROCESS, AWARD, AND NEXT STEP**

### **A. Completeness Review**

The DDA will review all submittals to determine whether they are complete and responsive to this RFP. The DDA may deem a submittal nonresponsive and ineligible for consideration for any of the following reasons:

1. The submittal does not include all information specified in this RFP.
2. The submittal is not responsive to the DDA's development objectives and key terms (Sections IV and V).
3. The Respondent does not meet the minimum qualifications (Section VI).
4. The submittal is submitted after the deadline.
5. The submittal is submitted without the earnest money deposit.
6. The submittal is submitted with incomplete or missing forms or attachments.
7. The submittal includes information that is false or misleading.
8. The submittal is only transmitted by electronic mail.

The DDA will send a letter to any Respondent whose submittal is deemed non-responsive and will indicate the reason(s) that the submittal is deemed non-responsive.

### **B. Evaluation and Recommendation**

Complete and responsive submittals from qualified Respondents will be reviewed in detail by an ad hoc evaluation committee appointed by the DDA Chair. If warranted, the DDA evaluation committee reserves the right to request clarification or additional information from individual Respondents. The DDA evaluation committee will contact references and industry sources and investigate previous projects and current commitments. The DDA Evaluation committee will review the confidential Financial Capacity Materials provided to assess the financial capability of each Respondent to undertake the project proposed. Respondents, or a subset of respondents deemed most responsive to the requirements and terms of this RFP, may be asked to present their proposal to the evaluation committee in the form of an interview. The DDA Evaluation committee will score submittals according to the evaluation criteria in Section VI.

### **C. Downtown Development Authority Determination**

The DDA evaluation committee will determine one Respondent to advance to exclusive negotiations to refine a development project for the building and present their recommendation to the DDA. The DDA may elect to enter negotiations with the recommended Respondent. The DDA, in its sole and absolute discretion, will make such decision. Notwithstanding anything to the contrary, the DDA reserves the right to reject any or all proposals received.

The DDA's selection of a Respondent for exclusive negotiations will not imply the DDA's acceptance of all terms of the selected Respondent's submittal or that a final agreement with Respondent will be executed, which will be subject to further negotiations and approvals before the DDA may be legally bound.

### **D. Exclusive Negotiations and Non-Refundable Deposit**

Upon selection of Respondent, the DDA will negotiate the terms of an Exclusive Negotiations Agreement (ENA) to further refine the development project, negotiate required transaction documents and secure approvals. The ENA will contain time and performance benchmarks, including provisions for Respondent's payment of liquidated damages and termination for non-performance, and possibly provide for the Respondent to fund the DDA's costs associated with project planning and review.

If a satisfactory ENA cannot be negotiated with a selected Respondent, the DDA, at its sole discretion, may terminate negotiations with the selected Respondent and begin exclusive negotiations with another qualified Respondent, conditioned on the DDA's receipt of a new earnest money deposit from that Respondent.

Assessing the feasibility of the Project Concept may require more extensive investigations than Respondents could undertake in preparing an RFP submittal. The first milestone of the ENA will be refinement of the Project Concept into a more specific proposal. The "Project Proposal" will define the project, development costs, land uses, business terms, private investment, etc. If agreement cannot be reached on a feasible Project Proposal by the time specified in the ENA, the DDA may terminate the ENA and commence negotiations with another qualified respondent.

The selected Respondent should anticipate, and participate in, substantive discussions with staff, community stakeholders and other interested parties and policy makers during the term of the ENA. The Respondent also should anticipate revisions to their Project Concept and, later, their Project Proposal because of negotiations with the DDA and as a result of the public regulatory review process. The period of exclusive negotiations may be extended solely at the

DDA's discretion for an extension period as determined by the DDA, in its sole and absolute discretion, provided that the selected Respondent has met certain benchmarks as otherwise required in the ENA. During the period of exclusive negotiations, the following events are anticipated:

Negotiation of a lease disposition and development agreement ("LDDA") defining parameters for development, a performance schedule, development standards and requirements and conditions to be satisfied before the DDA will enter into a long term lease or lease purchase agreement of the designated development property.

Negotiation of a form lease and related documents for the lease or lease purchase of the building in a final form approved by the DDA's attorney incorporating specific terms, including the DDA's and selected Respondent's respective responsibilities and the economic parameters.

The selected Respondent will secure financial commitments for the proposed project from lenders and/or equity sources and, if applicable, preliminary sublease commitments from proposed anchor and other tenants.

The selected Respondent, with the DDA's cooperation and prior approval, will initiate and complete the project approval processes.

#### **E. LDDA and Other Transaction Approvals**

Upon completion of any required environmental review and negotiations by the Respondent Development Team, the DDA may, but is not required to, approve a lease, LDDA, incentive agreement and any related documents.

## **IX. REQUIREMENTS**

### **A. REQUIREMENTS APPLICABLE TO ALL PROPOSALS**

The following DDA requirements and policies are applicable to all proposed projects. Note that Schedules E described below must be submitted as part of Respondent's proposal.

**1. Project Consultant Team (Schedule E):** Respondent shall submit information concerning the ownership and workforce composition of Contractor's firm using Schedule E, Project Consultant Team, as part of the proposal, which can be found at:

#### **2. Insurance**

Commencing on the date that the DDA approves an ENA and for the life of the project, Respondent must obtain comprehensive general liability and property (hazard) insurance coverage of at least \$500,000. The DDA also requires property damage or builder's risk insurance in an amount equal to 100% of the replacement cost of the structure, with a lender's loss payable endorsement in favor of the DDA. Construction contractors will be required to obtain liability and builder's risk insurance in an amount equal to \$1 million. Automobile insurance, professional liability, workers compensation and employer's liability coverage are also required. All policies must name the DDA as an additional insured.

#### **3. Indemnification**

Commencing on the date the DDA approves the ENA and for the life of the Project, the selected development team shall, to the fullest extent allowable by law, hold harmless, defend at its own expense and indemnify the City of Lilburn, and their respective officials and staff, DDA members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description, including reasonable attorney's fees, directly or indirectly arising from all acts or omissions to act of the development team or its officers, agents or employees connected with the performance of the ENA and any of the contractor's development team's operations or activities related thereto, excluding, however, such liability, claims, losses, damages or expenses arising from the DDAs sole negligence or willful acts.

#### **5. Nondiscrimination**

All respondents must agree not to discriminate based on race, color, ancestry, national origin, religion, sex, sexual preference, age, marital status, family status, and source of income, physical or mental disability.

## **6. Public Record**

Respondents should understand that under the Georgia Public Records Act all documents that are submitted in response to this RFP, including financial information, are considered public records and will be made available to the public upon request, unless specifically exempted under the law.

## **7. Conflict of Interest**

No public official of the City of Lilburn, member of the Downtown Development Authority, or City of Lilburn staff members who participate in the decision making process concerning selection of a developer or a project may have or receive a direct or indirect economic interest in the developer or the project.

## **X. ADDITIONAL TERMS AND CONDITIONS**

### **A. Respondent Development Team Expenses**

Respondent Development teams responding to this RFP do so at their own expense. The DDA will not reimburse development teams for any costs related to this RFP or any activities conducted during the negotiation period.

### **B. Liability Waiver**

By responding to this RFP, every member of each development team waives any claim, liability or expense whatsoever against the City of Lilburn and its respective officers, officials, and employees and members of the DDA.

### **C. Respondent Development Team's Responsibility**

After transfer or execution of a ground lease or lease purchase agreement for the property, the selected Respondent Development team will be solely responsible for construction of all improvements according to the DDA approved construction documents, and in accordance with applicable City building codes.

### **D. DDA Responsibility**

The public building or site will be conveyed to the selected development team in an "as is" condition without warranties unless otherwise agreed upon in the Exclusive Negotiations Agreement.

### **E. Right to Modify or Suspend RFP**

The DDA's issuance of this RFP is not a promise or an agreement that the DDA will enter into any contract. The DDA reserves the right at any time and from time to time, and for its own convenience, in its sole and absolute discretion, to do the following:

- Modify, suspend or terminate any and all aspects of the selection process, including, but not limited to this RFP and all or any portion of the developer selection process from the date on which this RFP is issued until the parties approve a ENA.
- Waive any technical defect or informality in any submittal or submittal procedure that does not affect or alter the submittal's substantive provisions.
- Reject all submittals.
- Request some or all Respondents to revise submittals.
- Waive any defects as to form or content of the RFP or any other step in the selection process.
- Reject all proposals and reissue the RFP.
- Procure the desired proposals by any other means or not proceed in procuring the proposals.
- Negotiate and modify all terms of an agreement.

- Accept or reject any respondent for exclusive negotiations.

The DDA may modify, clarify, and change this RFP by issuing one or more written addenda. Addenda will be posted on the City of Lilburn's website, and notice of the posting will be sent by electronic mail to each party that attended the pre-bid meeting and signed in. The DDA will make reasonable efforts to notify interested parties in a timely manner of modifications to this RFP but each Respondent assumes the risk of submitting its submittal on time and obtaining all addenda and information issued by the DDA. Therefore, the DDA strongly encourages interested parties to check the City's web page for this RFP frequently.

#### **F. Respondent's Duty to Investigate**

It is the sole responsibility of the selected respondent to investigate and determine the condition of the Property and the suitability of the conditions for any proposed improvements and use.

The information presented in this RFP and in any report or other information provided by the DDA is provided solely for the convenience of the interested parties.

It is the responsibility of interested parties to assure themselves that the information contained in this RFP or other documents is accurate and complete. The DDA provides no representations, assurances or warranties pertaining to the accuracy of the information. Respondents are responsible for reviewing all portions of this RFP and any other information provided by the DDA in relation to this RFP. Respondents are to notify the DDA in writing of any ambiguity, discrepancy, omission, or other error in this RFP promptly after discovery, but in no event later than two (2) business days before the deadline to submit submittals. Any concerns over ambiguity, discrepancy, omission, or other error in this RFP from an interested party not provided to the DDA in a timely fashion will not be able to be accommodated or addressed. The DDA's failure to object to an error, omission or deviation in any submittal will in no way modify this RFP or excuse Respondents from full compliance with the requirements of this RFP.

## XI. PROPOSAL SUBMITTAL REQUIREMENTS CHECKLIST

- Cover Letter
- Respondent Development Team Description and Experience
  - Develop Entity and Team
  - Disclosures
  - Developer Experience
- Project Concept
  - Project Narrative
  - Project Plans and Illustrative Materials
- Project Concept Pro-Forma and Expected Sources of Funds
  - Finance Structure
  - Development Budget
  - Finance Capabilities
  - Business Pro Forma
- Project Concept Specifications and Feasibility
  - Business Plan
  - Specification of Project Concept
  - Implementation Timeline
- Community and Public Objectives
- Additional Project Information (Optional)
- Confidential Financial Capacity Submittal Requirements
  - Financial Statements
  - Real Estate Portfolio
  - Lender Relationships
- Offer to Negotiate Deposit of \$2000

