

DRAFT

CONFIDENTIAL

REQUEST FOR PROPOSAL

for

Sailwinds Park Development Services

City of Cambridge

410 Academy Street
Cambridge, Maryland

DATED: 2015

RFP NO: 1408-03-01-2015

Request for Proposal

RFP NO: 1408-03-01-2015

PROJECT: Sailwinds Property Acquisition
and Mixed Use Development

OWNER: City of Cambridge, Maryland

BID CLOSING DATE: 2015

**OWNER'S :
CONSULTANT** David Orr Associates, Inc.
d.b.a Orr Partners

DESCRIPTION OF SERVICES: Redevelopment of +/- 12 acres of
Waterfront Property as further described in
this RFP

The City of Cambridge invites you to submit a Proposal for the Redevelopment of Sailwinds Park, also known as the Cambridge Marine Terminal, as outlined in this RFP. Your proposal shall be submitted in accordance with the requirements of this solicitation.

Based on the responses received, the Owner may reduce the number of bidders ("short list"). If a short list is created, the selected bidders will be interviewed. The Owner's Representative and the Owner will determine and select the firm most suitable for the Owner's needs on the basis of information received in response to this proposal.

This RFP is not, in any manner, to be considered an order for or an offer to purchase any or all of the items set forth herein nor will Owner incur or be liable for any costs associated with the preparation of your proposal. Owner reserve the right to accept or reject any or all proposals at their sole discretion, and to make awards in any way they deem to be in the best interest of the Owner and to add or delete any specified items before awarding a contract or contracts, if any.

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EXHIBITS:

- A. Instruction to Bidders [enclosed]
- B. Description of Property [city has TO BE AMENDED]
- C. Scope of Work [enclosed]
- D. Master Development Agreement [city has WITH RECENT EDITS]
- E. Transfer Agreement [city has]
- F. Milestone Schedule [enclosed MUST UPDATE]
- G. Wharf Redevelopment Scope of Work [MRA will provide]

EXHIBIT A

INSTRUCTIONS TO BIDDERS

<u>SECTION</u>	<u>TITLE</u>
A-1	Definitions
A-2	Submission of Bids
A-3	Inquiries/Acknowledgment
A-4	Late Proposals
A-5	Award of Contract
A-6	Master Development Agreement
A-7	Order of Precedence
A-8	Minimum Acceptance Period
A-9	Proposal Documents

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DEFINITIONS

As used herein, the term:

- (a) "Owner" refers to City of Cambridge
- (b) "Owner's Consultant" refers to Orr Partners
- (c) "Developer" refers to Bidder.
- (d) "Bidder" means one who submits a Bid for any or all of the work described in this RFP.
- (e) "Bid" is a complete, per advertised requirements, and properly signed proposal to acquire the property, obtain project approvals and pursue a mixed-use development project pursuant to the Master Developer Agreement attached hereto as Exhibit "D" and Transfer Agreement attached hereto as Exhibit "E"
- (f) "Work" means the obligations undertaken by the selected Developer pursuant to the Master Developer Agreement in Exhibit "D" which is attached herein.
- (g) "Addenda" are written or graphic instruments issued prior to execution of the Master Developer Agreement which modify or interpret the bidding documents by addition, deletion, clarification or correction.
- (h) "Master Developer Agreement" Exhibit "D"
- (i) "Transfer Agreement" Exhibit "E"
- (j) "Wharf Redevelopment Scope of Work" Exhibit "G"

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SUBMISSION OF BIDS

- (a) Bidders are expected to examine this RFP, the Transfer Agreement and Exhibits thereto, Milestone Schedule, the Master Development Agreement and all instructions. Failure to do so will be at the Bidder's risk. **All exceptions to the material included in this RFP must be attached to the RFP response as a separate Exhibit labeled "RFP EXCEPTIONS".**
- (b) Bids shall be made on the Bidder's stationery. The Bidder shall show on the face of the envelope the RFP number, and the date and hour specified in the solicitation for receipt, as well as the name and address of the Bidder. All copies must bear the original signature of the Bidder's representative authorized to submit the Bid.
- (c) Bids are due by 2:00 PM on _____.

- (d) **Bids shall be addressed to:**

City of Cambridge
Economic Development
Attn: Ms. Natalie K. Chabot
410 Academy Street
Cambridge, Maryland 21613
nchabot@choosecambridge.com

- (e) **Eight (8) color, full size originals, containing all supporting documentation must be hand delivered to City of Cambridge
Attn: Natalie Chabot**

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INQUIRIES/ACKNOWLEDGMENT

- (a) All Requests for Information ("RFI's") regarding interpretation of this RFP shall be directed to City of Cambridge Economic Development and shall be submitted via e-mail to ced@choosecambridge.com (within a 90 day response period), no later than _____, 2015 at 12:00 pm.
- (b) Questions will be answered by additional Addenda, which will be issued to all Bidders. No Addenda will be issued later than one (1) working day prior to the bid closing date except an Addendum, if necessary, postponing the bid closing date or withdrawing the request for Bids.
- (c) Neither Owner's Consultant nor Owner assumes any responsibility for any verbal instruction or answers to inquiries unless and until they have been confirmed in writing by Addenda.
- (d) Each Bidder shall be solely responsible for ascertaining, prior to the submission their Bid that they have received all Addenda issued, and shall acknowledge receipt of this RFP.

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LATE PROPOSALS

Any Bid received at the office designated in the RFP after the exact time specified for receipt may not be considered for award at Owner's sole and absolute discretion.

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AWARD OF CONTRACT

- (a) The Contract will be awarded to the responsible Bidder whose Bid, conforming to the RFP, is selected as the most advantageous to the Owner. The Owner may, upon review of the submitted RFP's, request that some or all of the Bidders make a formal presentation for consideration in the awarding process.
- (b) The Owner, in its sole and absolute discretion, reserves the right to reject any or all bids and to award one or more contracts for this requirement and/or negotiate with an individual Bidder or Bidders. In submitting a Bid, a Bidder accepts the obligation to provide to Owner any item or combination of items at the price stated in the Bid. The issuance of your response to this RFP does not create any obligation on the part of Owner to negotiate, to enter into any contract or to undertake any financial obligations.
- (c) Any resulting contract will contain Exhibit "C" entitled "Scope of Work". This RFP and all or part of selected Bidder's proposal shall become part of a contract between Bidder and Owner.
- (d) Owner may award a contract, based on initial Bids received, without discussion of such Bids. Accordingly, each initial Bid should be submitted on the most favorable terms from a price, experience and technical standpoint that Bidder can submit to the Owner.

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TYPE OF CONTRACT

The contract resulting from this solicitation will be in the form proposed in Exhibit "D" The Master Development Agreement. Modifications to the contract will be considered only to the extent that any exceptions are included with the response to this RFP. **The number and type of exceptions taken to the contract will be given strong consideration during the evaluation of the RFP responses. Bidders must provide comments or exceptions to the Master Development Agreement with their proposal. Comments or exceptions received after the submission of proposals will not be considered. If no comments or exceptions are submitted, the Bidder will accept the Master Development Agreement as provided with this RFP.**

A-7 **ORDER OF PRECEDENCE**

In the event of inconsistency between provisions of this solicitation, the contract or the Bidder's proposal, the inconsistency shall be resolved by giving precedence to the requirement that is most beneficial to the Owner.

A-8 **MINIMUM ACCEPTANCE PERIOD**

Bidders allowing less than ninety (90) calendar days for acceptance of their offers by The Owner may be rejected.

A-9 **PROPOSAL DOCUMENTS**

Bidder shall submit a proposal containing the following information:

- (a) Relevant Experience: Select a minimum of three projects comparable to this project (similar scale and type), provide a brief description of the projects and the reason your firm was successful in the implementation ("Project Cut Sheet"). The Project Cut Sheets must include:
 - a. the scope of work and role of bidder in the project
 - b. the square footage of the project
 - c. the design and construction firms involved in the project with names and contact information for each
 - d. the client contact and telephone number
 - e. the total cost of the project and the year completed
 - f. brief description of the contractual arrangement between the client and bidder
 - g. Up to 5 Project Cut Sheets may be included.

- (b) Project Scheduling: Develop a preliminary development schedule for the project's first phase in ~~Microsoft Project~~ showing:
 - a. Pre-development activities
 - b. Design
 - c. Permitting
 - d. Construction and Substantial Completion
 - e. Close-out

~~The project schedule must be submitted in Microsoft Project and as a PDF.~~

- (c) Developers Proposed Team: Provide resumes for all consultants and internal personnel

- (d) Comments, if any, to the Master Development Agreement (as an Exhibit labeled "**RFP EXCEPTIONS**").

- (e) Project Proforma: It is important that the Owner have confidence in the projects proposed and the phasing (if any) of the delivery. Accordingly, the bidder must provide a complete development proforma for the first phase in Microsoft Excel accompanied by a narrative including the following:
 - a. Description of all project costs assumptions (permitting, entitlement, design, construction, utilities etc...)
 - b. Description of all revenue assumptions including applicable developer market studies or other supporting documentation.
 - c. Description of all financing assumptions for all costs of the project to include debt and equity assumptions
- (f) Financial Statements: Bidder to provide audited financial statements for the two (2) fiscal years immediately preceding the date of their submission.
- (g) Bank References: A minimum of two is preferred
- (h) Concept Plan: Scalable plans for proposed development including: Site Concept Plan to include Project Master Plan, Building massing diagrams, conceptual elevations, parking layouts and description of each building by use, size and type.
- (i) Evidence of Financing: Bidder shall provide a complete financial picture of how the development will be financed. Sufficient financial information to demonstrate project capitalization- predevelopment expenses as well as equity and debt.
- (j) Master Development Agreement: Review the attached Master Development Agreement in Exhibit "D" and provide a list of exceptions (if any). If no exceptions are proposed it will be assumed that the Master Development Agreement is acceptable in its current format and the Bidder will execute said Agreement. Owner may disqualify a Bidder based on the number and type of exceptions taken to the Master Development Agreement.
- (k) Corporate Documents: Bidder to provide a certificate of good standing from the state in which it is incorporated.
- (l) Insurance: Insurance Requirements are stated in the Master Developer Agreement

EXHIBIT B

DESCRIPTION OF PROPERTY

[to be inserted here]

EXHIBIT C

SCOPE OF WORK

This property affords a developer with the unique opportunity to develop +/- 12 acres of waterfront property in Maryland's burgeoning Eastern Shore. Located on the Choptank River and adjacent to Dorchester County Hospital, this property has the only deep water channel outside of Baltimore. Located in the City of Cambridge, MD this project is meant to afford the chosen developer the opportunity to acquire this unique property for an exceptional price providing a low land basis for a project that will allow a broad array of uses and density.

In conjunction with this development, the City of Cambridge has committed the funding for the redevelopment of the existing wharf and promenade that fronts the Choptank River on this property, thus activating the property to attract marine, boating, community and pedestrian activities as well as creating a unique streetscape.

The successful developer will have the vision to embrace the City of Cambridge's long term objective to develop this waterfront property as a regional destination which shall encompass a vibrant and active area as depicted in the Cambridge 2020 Vision Plan. There are very few uses that are not permitted on this property, thus allowing the developer to create a master plan with a panoply of uses: residential, hotel, commercial, retail, marine, etc. which will allow the project to evolve as the dynamics of the market change.

Notably, the City of Cambridge views this as an economic development opportunity for the community, and has worked hard to provide the developer a defined process with guidelines that will assure responsiveness to submissions and flexibility in the project metrics and design.

Embodied in the Master Development Agreement are the terms and conditions for the acquisition of the property as well as the steps the developer must take to obtain

Development Plan approval. Closing on the land does not occur until the developer achieves approval of the projects first phase and the City of Cambridge has completed the wharf redevelopment project, with an outside date of 2 years.

The City of Cambridge owns the property after the State of Maryland transferred it to the City pursuant to a Transfer Agreement which is Exhibit E to this RFP. There are certain provisions in the Transfer Agreement by which the City and Developer must abide. One requirement is that the project, in its entirety, must be completed in 10 years. The developer also has the opportunity to pursue the development of an operating marina with boat slips in conjunction with this project, but that must be carefully thought out, coordinated with existing marine traffic in the river and approved by the City of Cambridge Planning Commission and City Council. The development of a marina would also require a formal amendment to the existing federal channel.

This project affords the winning developer the opportunity to create a unique regional destination, focusing on the maritime heritage and waterfront setting of Cambridge and Dorchester County. To that end, Developers are encouraged to be creative in development of a mixed-use project which promotes the public's access to the waterfront.

EXHIBIT D

MASTER DEVELOPMENT AGREEMENT

[to be inserted here]

EXHIBIT E

TRANSFER AGREEMENT

[to be inserted here]

EXHIBIT F

Milestone Schedule

Issuance of RFP	_____, 2015
Deadline for Questions	_____, 2015
Proposals Due	_____, 2015
Interviews	_____, 2015