



Request for Proposals

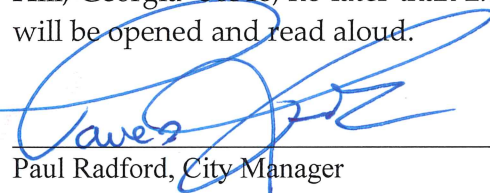
RFP # 18-008

Redevelopment Property – Suwanee Dam Rd

July 12, 2018

The City of Sugar Hill, Georgia (the "CITY") is now accepting sealed price proposals from qualified developers to enter into a purchase and sale agreement for redevelopment of some 12 acres of land located along Suwanee Dam Road near the City's golf course in Sugar Hill, Georgia. Information about this opportunity is provided below and on the city's website: www.cityofsugarhill.com as well as at the offices of the City Manager located at 5039 West Broad St, Sugar Hill, Georgia 30518.

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 2:00 p.m. on Monday, July 30, 2018, at which time proposals will be opened and read aloud.



Paul Radford, City Manager

Section I: General Information

This request for proposals ("RFP") is the next step toward construction using a competitive sealed proposal procurement process in accordance with known state regulation. The CITY is seeking development proposals consistent with its plans for the area through this RFP process. The CITY'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.

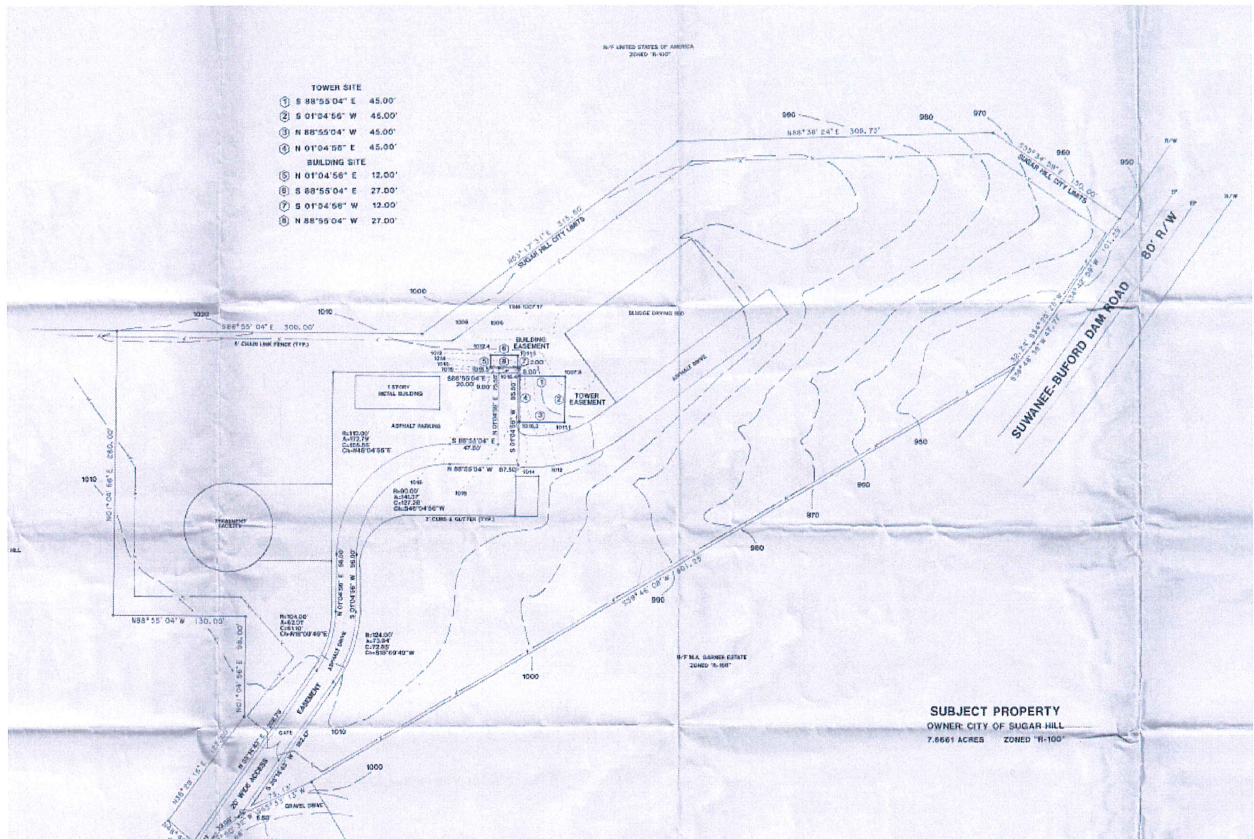
Introduction

The CITY is soliciting proposals from qualified applicants, developers, and teams to purchase, develop and build a project consistent and complementary to surrounding public uses. This contract solicitation will allow a successful response to proceed to development of the purchase and sale agreement. The successful Offeror will present a project that is an office/institutional, non-profit, fraternal, or other such use that celebrates the contributions of those in public service to the community and country in protecting its constitutional freedoms. Surveys and information are available on the City's website.

Project Understanding

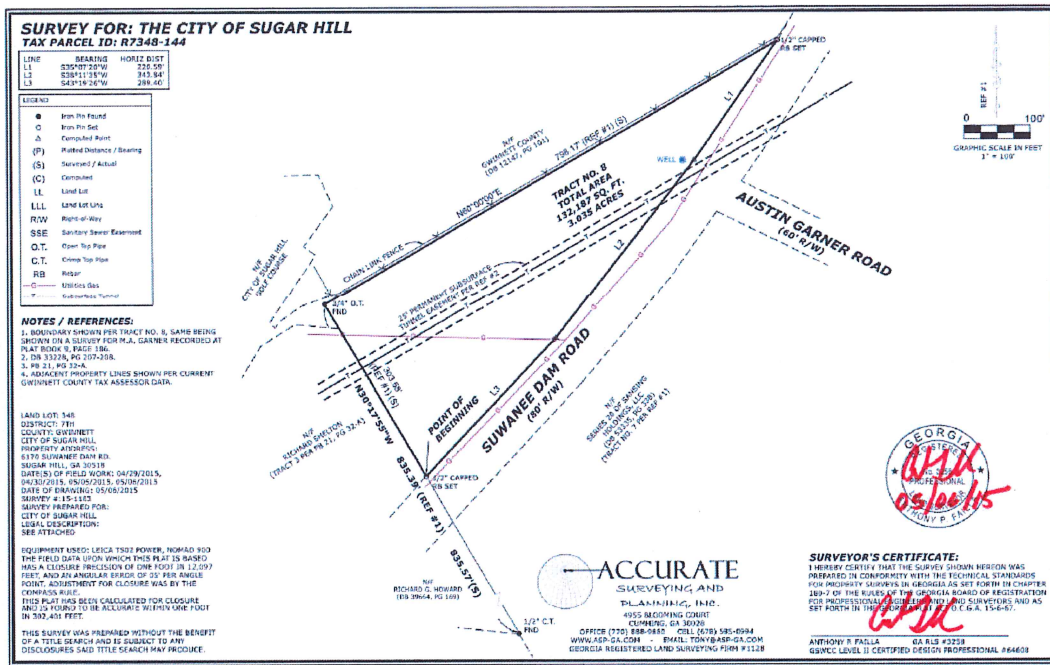
The property consists of three parcels identified below:

- A. Parcel 7348 074 Approximately 7.6 Acres containing a cell tower currently under lease through the City along with a building easement for the same purpose. This parcel was formerly used as a wastewater treatment plant.



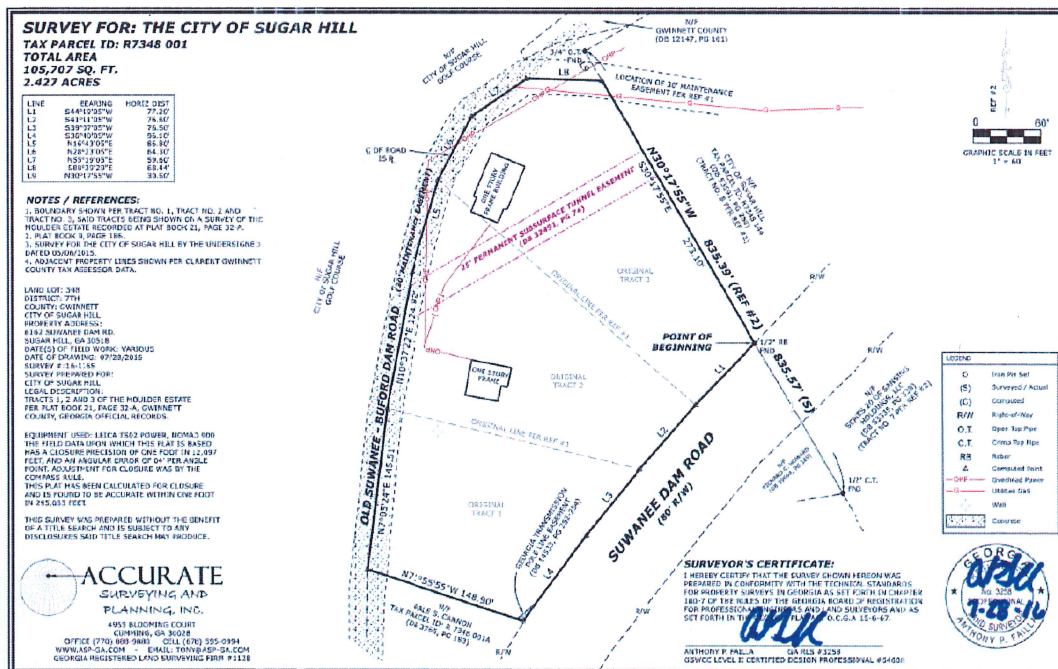
B. Parcel 7348 144

Approximately 3.0 Acres containing a 25-foot subsurface tunnel easement in favor of Gwinnett County Public Utilities.



C. Parcel 7348 001

Approximately 2.4 Acres also containing a 25-foot subsurface tunnel easement in favor of Gwinnett County Public Utilities.



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 CITY.

Submission Requirements: The complete original submittal must be submitted in a sealed package. All submittals shall be marked the RFP number and project name clearly marked 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 CITY, will be notified in writing of any change in the specifications contained in this RFP. Otherwise, offerors are expected to check the City 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 CITY's project representative at pradford@cityofsugarhill.com.

Interpretations: No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the CITY. No employee of the CITY 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 CITY reserves the right to reject any and all submittals and to request clarification of information from any Offeror. The CITY 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 CITY may deem necessary to further evaluate the Offeror's qualifications.

Denial of Reimbursement: The CITY 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 CITY 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 CITY 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 CITY, and a description of the advantage to be gained or disadvantages to be incurred by the CITY 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 CITY, 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 CITY 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 CITY 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 CITY. The CITY 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 for Prospective Contractor: The City will award the contract to the highest-priced responsible offer, but reserves the right to reject all price proposals. To receive consideration, the offeror's submittal should be responsive to the potential projects described in this document.

Once a tabulation of all responsive proposals is completed, a final recommendation will be made to the Sugar Hill City Council for approval.

Copies: One unbound original and **three (3) bound** original copies of the submittal and supporting documents must be submitted in response to the RFP.

Termination of Contract: The CITY 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 CITY.

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 entity offering such services to the general public and shall not represent himself or his employees to be an employee of the CITY. 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 CITY, 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 CITY 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 contract between the CITY and the Offeror shall consist of the executed purchase and sales contract between the CITY and the successful Offeror; and

The CITY 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.

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.

Submittal Submission & Evaluation

Firms should provide the following information related to this RFP:

- Letter of Interest (Cover Letter)
- Project Development Type - Narrative
- Project Concept – Proposed Site Plan
- Fee Proposal – Schedule M (Sealed Separately)
- Certification

Responses to this request should be in the form of a written package not to exceed 10 pages including cover letter. Any incomplete submittals will be determined to be non-responsive.

The CITY will select the Offeror that demonstrates the best combination of qualifications in such manner as is in the best interest of the CITY. Interviews may be required; however, the CITY reserves the right to award a contract based upon evaluation of the written submittals only. In addition, the CITY 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 2:00 p.m. on **MONDAY, JULY 30, 2018**. 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 and three (3) bound original copies of the complete submittal.

RFP 18-008: REDEVELOPMENT PROPERTY – SUWANEE DAM ROAD

CITY OF SUGAR HILL

ATTN: Paul Radford, City Manager

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 CITY 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 M – FEE PROPOSAL (SEAL/SUBMIT IN SEPARATE ENVELOPE)

Respondent / Offerors must complete the fee proposal in the format provided below:

Lump Sum – All (3) Parcels	\$
Conditions/Qualifications/Terms (List Below)	\$
Price Proposed (All Properties Shown)	\$

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____