

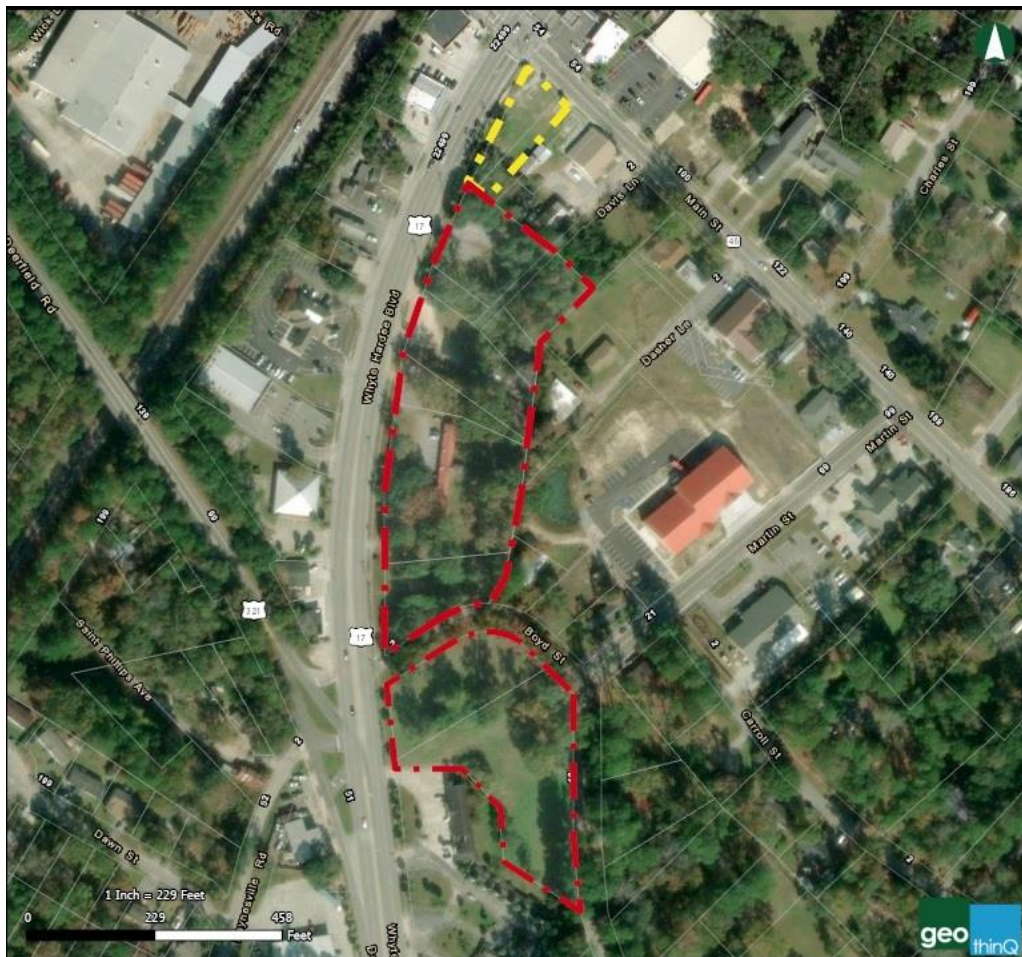


205 Main Street
Hardeeville, SC 29927
Phone: 843-784-2231, Fax: 843-784-6384

Request for Proposals PUBLIC/PRIVATE PARTNERSHIP TO REDEVELOP CITY- OWNED PROPERTY

1. Project Summary

The City of Hardeeville, South Carolina (“City”), is requesting proposals (RFP) to establish a Public/Private Partnership with a qualified developer to purchase in whole or in part and develop approximately 6.1 acres of currently City-owned properties (shown in red). An additional .445 acre currently owned by a private party (shown in yellow) located at the southeast quadrant of Whyte Hardee Boulevard and Main Street may also be considered for sale and/or include as part of a development proposal submission. The parcels are a mixture of unimproved lots and a small commercial building of approximately 3,200 square feet with multiple tenants.



Due to its location in the center of the Whyte Hardee Boulevard (WHB) Master Plan Study Area, this site has been determined to be critically important to the implementation of this plan. The City has strategically worked to acquire these properties to assemble enough land area to be attractive to investors and ensure a meaningful project with an acceptable return on investment for all parties. The location is ripe for an appropriate mixed-use development that will serve as a catalyst for additional investment along the Whyte Hardee Boulevard (US 17) while adhering to the vision established in the Master Plan.

<http://hardeevillesc.gov/DocumentCenter/View/13163/Whyte-Hardee-Boulevard-Master-Plan-PDF>

Additionally, the site is adjacent to 8 acres of City-owned lands occupied by numerous municipal buildings including Fire Station 81, Fire Department Headquarters, Police Department and Municipal Court, Library, former City Hall now housing the Chamber of Commerce and the City's Media Department and two single-family dwellings. The Municipal Hub Master Plan was recently prepared that features a cohesive vision for integrating all of the individual sites while also establishing new public spaces for a park and community events.



<http://hardeevillesc.gov/DocumentCenter/View/13162/Hardeeville-Municipal-Hub-Concept-Plan-PDF>

2. Project Introduction

Community Overview

Hardeeville, South Carolina is one of the fastest growing municipalities in the state. Over the past two decades the City has increased in area from a few square miles to greater than 56

square miles. Vast timber tracts covered many thousands of acres and thus rail played a large part in the development of the City by providing a means to transport this product. A train station located in what is the present downtown area spurred additional development. Over time US 17 developed and passed through the City and many auto and travel oriented businesses sprang up. As Interstate 95 was completed it functioned as a sort of bypass and Hardeeville no longer experienced as many travelers as in previous times.

As timbering operations moved elsewhere these large tracts of land were sold to various interests, including residential developers. The resort area of nearby Hilton Head Island, the growth of Bluffton, SC and the lure of pleasant weather and lower tax burdens beckoned many to relocate to the lowcountry and Hardeeville. Many of the large previously timber tracts were annexed into the City for development. Sun City and Latitude Margaritaville; age-restricted communities, are currently the large drivers in population growth. However, there are thousands of new residential units of all types in various stages of the development pipeline featuring a diversity of housing types.

As the outlying areas of the City have developed, the “old Hardeeville” has somewhat languished with a minimum of new investment and lacking a significant regional draw. The Whyte Hardee Boulevard Master Plan seeks to encourage new growth and development and revitalize this commercial corridor by implementing the adopted plan with pedestrian scaled improvements where appropriate that will encourage a mixed-use downtown.

The City is committed to this vision as evidenced by the public participation and completion of both the Whyte Hardeeville Boulevard Master Plan and the Municipal Hub Master Plan. It is recognized that public investment is necessary to begin this revitalization. Future capital improvements have been budgeted for streetscape projects. Further, the City has expended over 1 million dollars to acquire the subject properties. The project will reflect the visions and goals of the WHB Master Plan. Ideally the project will also be designed in such a way that it will be integrated with the Municipal Hub Master Plan. The feasibility of locating a new City Hall on the southern portion of the site is currently being examined. This possibility and the participation of the successful developer should be considered in any response. The portion of Boyd Street right-of-way that separates the southern portion from the rest of the site may be abandoned depending upon a worthy proposal. Finally, a small structure exists on the property that was formerly a one-cell jail and is abandoned. The successful developer will perform necessary architectural and historical research to determine any significance and whether to include its preservation/rehabilitation in any project.

Incentives

The City is not unaware of the risk involved in undertaking such a project. The City further acknowledges that certain incentives may be necessary to entice the chosen developer to create a project that ultimately will be successful and a source of community pride. City leaders are open to negotiating various items that may include but are not limited to:

- Land costs
- Permitting fees
- Utility connections
- Zoning
- Grant assistance

General Project Comments/Standard Condition of Approval

The intended outcome of this Request for Proposals (“RFP”) process is the development of a Joint Economic Partner Agreement (“JEPA”) that will establish terms and conditions, and further define the scope, design, overall use and development of the Project upon which the selected Developer can purchase and develop the preferred project on the City Parcels. During the RFP period, Developers and their employees, agents or representatives, shall have the right of reasonable access to the City Parcels during normal business hours for the purposes of inspecting the City Parcels, and otherwise conducting due diligence to ensure that the City Parcels are suitable for Developer’s intended use. Notwithstanding anything else in this Request for Proposals, Developer shall defend, indemnify and hold the City, its employees, officers and agents, harmless from any injury, property damage or liability arising out of the exercise by Developer of this right of access.

Proposal Questions

To evaluate the alternatives and select the appropriate developer, the City is requesting proposals that will help the City realize its vision and move forward. Proposals must respond to the following items:

- Description of the proposed project:
 - Size in acres and/or square feet of building space
 - Type of use(s) planned
 - Conceptual design
- Description of the developer’s experience in bringing the proposed type of project to fruition elsewhere:
 - Name and location of project(s)
 - Description of project(s)
 - Completion date of project(s)
 - Experience in collaborating with other localities and purchasing government property for private redevelopment
- Explanation of the role the developer’s organization will play in the proposed project and a list of other partners and their roles (if any).
- The proposed general timeframe for the development of the proposed project. If multiple components or phases are planned, include a list of all.
- Description of the benefit(s) the proposed project will bring to the City including:
 - How the project implements the vision of the adopted Master Plans
 - Land sale price
 - Projected property tax revenues
 - Projected sales tax and other revenues (if applicable)
 - Other benefits to the City

3. Schedules

Release of RFP:	August 1, 2022	
Optional Responder Meeting: (Hardeeville City Hall; 205 Main Street Hardeeville, SC)	August 17, 2022	12:00 PM
Deadline for Submitting Written Questions:	September 8, 2022	12:00 PM
Proposal Due Date:	September 30, 2022	2:00 PM

4. Submitting Questions

All questions concerning this RFP must be submitted in writing no later than September 8, 2022 at 12:00 PM to the following:

City of Hardeeville
Matthew Davis, AICP
Deputy City Manager
205 East Main Street
PO Box 609
Hardeeville, SC 29927
843-784-2231
mdavis@hardeevillesc.gov

Any questions received after 12:00 pm on September 1, 2022 shall not be answered by the City during the RFP process.

5. Developer's Responsibilities

Following Developer selection and execution of a Memorandum of Understanding, Developer shall proceed with detailed due diligence, pre-development, and entitlement activities while working with City to negotiate a Joint Economic Partner Agreement that will include a Purchase and Sale Agreement for the property. The City anticipates that the general scope of the successful Developer team's responsibilities would include, but not be limited to:

Entitlements

The Developer shall be responsible for all aspects of the Project including pre- development planning, environmental review and design. The selected Developer shall be responsible, at its sole expense, for obtaining all land use entitlements and other government approvals required for its proposed Project.

PRE-DEVELOPMENT COSTS

The selected Developer shall bear all predevelopment costs relating to this project. All fees or expenses of engineers, architects, financial consultants, attorneys, planning or other consultants or contractors retained by Developer for any study, analysis, evaluation, report,

schedule, estimate, environmental review, surveys, planning and/or design activities, drawings, specifications or other activity or matter relating to the Project shall be the sole responsibility of and undertaken at the sole cost and expense of Developer and no such activity or matter shall be deemed to be undertaken for the benefit of, at the expense of, or in reliance upon the City.

LEGISLATIVE ACTION

City and Developer acknowledge that the City must exercise its independent legislative authority in making any and all findings and determinations required of it by law concerning the City Parcels. Developer selection does not restrict the legislative authority of the City in any manner whatsoever and does not obligate the City to enter into the Development Agreement or to take any course of action with respect to the Project.

FINANCING

The Developer shall be responsible for providing funding for the Project, whether it be in the form of debt financing, equity, tax credits or a combination of these methods. If debt financing is used, no financial risk or credit risk shall be imposed upon or borne by the City.

CONSTRUCTION

The Developer shall be responsible for demolition, construction and commissioning of the Project including obtaining all permits, fees, and approvals necessary for construction of the Project.

If the costs of improvements will exceed Fifty Thousand Dollars, (\$50,000.00), than the City will require the contractor to provide a labor and material payment bond in the full amount of the contract and in compliance with SC Code 29-6-250.

6. Proposal Instructions

A complete, concise and professional response to this RFP will enable the City to identify the Developer who will provide the highest benefit to the City and will be indicative of the level of the Developer's experience and commitment to the proposed project. Proposals must demonstrate that the approach, design, and financing plan for the proposed project will allow the project's successful development and delivery.

One original (bound) and five (5) copies of the proposal along with an electronic copy shall be submitted.

The following minimum information should be provided in each proposal and will be utilized in evaluating each proposal submitted. To expedite the evaluation of proposals, submittals should be no more than thirty pages. Proposals should include the following items:

- Detailed completion of the Questions in Section 2: Scope of Development which shall include the following:
 - The firms/team's statement of qualifications
 - A narrative description that expresses the firm/team's understanding of the project and vision for development. The narrative should reflect the

- respondent's development design intent, strategy and implementation expertise, and understanding of the scope of work.
- Resumes with related expertise of the specific Developer and any other consultant or subcontractor resumes with relevant expertise and experience.
 - Descriptions of the firm's/team's last three completed projects that demonstrate the Developer's:
 - Experience in working with municipalities and/or other public agencies to development mixed use residential and commercial projects.
 - Ability to complete projects of a similar size, scope and purpose in a timely manner.
 - Description of any other completed projects (representative examples) of similar types of projects. Include current addresses, telephone numbers, and the names of reference contacts for each project. Similar project descriptions should be submitted for all subcontractors.
 - Proposed offer price to purchase the Site to include earnest money deposit amount and proposed terms. If public participation is anticipated, propose the public investment structure and amount and provide financial analysis to demonstrate why such participation is necessary.
 - Analysis of the proposed job creation potential, market demand, and the economic and financial benefits of various potential uses proposed for the Site.
 - A proposed approach for undertaking this development, including:
 - Detailed scope of work and
 - Schedule for pre-development analysis including historical and architectural elements, entitlement review, construction etc.
 - Standard statements:
 - A statement that this RFP shall be incorporated in its entirety as a part of the Developer's proposal.
 - A statement that this RFP and the Developer's proposal will jointly become part of the " Joint Economic Partner Agreement" ("JEPA") for this project when the JEPA is fully executed by the Developer and the Hardeeville City Council,
 - A single and separate section "EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of any/all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Developer's proposal is contingent and which shall take precedent over this RFP,
 - A statement that the Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 - Disclosure and evidence of financial stability
 - Disclosure of any potential conflicts of interest that could be relevant to this project in any manner.
 - Disclosure of any projects/financing on which the team or any of its members has defaulted.
 - Disclosure of whether the developer or any officer, director, or owner thereof has had judgments entered against it, him or her within the past 10 years for breach of contracts for governmental or nongovernmental construction or development.

- Disclosure of whether the developer has been in substantial noncompliance with the terms and conditions of prior construction contracts with a public body
- Disclosure of whether any officer, director, owner, project manager, procurement manager, or chief financial official thereof has been convicted within the past 10 years of a crime related to financial fraud or to governmental or nongovernmental construction or contracting.
- Disclosure of whether any officer, director, or owner is currently debarred from bidding or contracting, pursuant to an established debarment procedure, by any public body, agency of any state, or agency of the federal government.
- Other evidence of financial stability of developer (can be submitted under confidential cover as detailed in “Submission Process”).

The City will not be liable for any expenses incurred by Developers responding to this solicitation. All material submitted will be kept by the City.

EVALUATION CRITERIA

Proposals will be judged according to the following criteria:

- Developer experience and ability to carry out the project within the proposed timeline
- Number of Jobs created
- Amount of private investment
- Overall fit with WHB Master Plan, Municipal Hub Master Plan and the Hardeeville Comprehensive Plan

8. Standard Terms and Conditions

The City has the sole authority to select a Developer for this project and reserves the right to reject any and all proposals and to waive any informality or minor defects in proposals received. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal, regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposing Developer of the conditions contained in this Request for Proposals, unless clearly and specifically noted. The City will not pay for any information requested, nor is it liable for any costs incurred by the Developers in preparing and submitting proposals.

Developer Indemnification

Developer shall indemnify, defend and hold the City, their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney’s fees and other related costs and expenses, incurred in connection with or in any manner arising out of Developer’s performance of the work contemplated by this RFP. Submitting a response to this RFP signifies that the Developer is not covered under the City’s general liability insurance, employee benefits, or worker’s compensation. It further establishes that the Developer shall be fully responsible for such coverage. Developer’s obligation to

indemnify shall survive expiration or termination of this RFP and shall not be restricted to insurance proceeds, if any, received by the City and their officers, agents and employees

Intellectual Property

Any system or documents developed, produced or provided in response to this RFP, including any intellectual property discovered or developed by Developer in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in the RFP response. The Developer may retain copies of any and all material, including drawings, documents, and specifications, produced by the Developer in performance of this proposal. The City and the Developer agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

Assignment

Developer selection includes consideration of the merits of the firm / team. Assignment of the proposal is discouraged and the City reserves the right to cancel the contract if the contract is assigned without City's written consent.

8.1 City's Right to Request Additional Information

Prior to contract award, the City must be assured that the selected vendor has all of the resources to successfully perform under the contract. This includes, but is not limited to, an adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Consultant's ability to perform, if awarded, the City has the option of requesting from the Consultant any information deemed necessary to determine the Consultant's responsibility. If such information is required, the Consultant will be so notified and will be permitted approximately seven business days to submit the information requested.

8.2. Failing to Comply with Submittal Instructions

Proposals received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. The Proposal must be complete in all respects.

8.3. City's Right to Reject Proposals

The City reserves the right to reject any and all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right

of the City to reject responses that do not contain all elements and information requested in this RFP. A proposal will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by the City on a case-by-case basis.

8.4. City’s Right to Amend or Cancel RFP

The City reserves the right to amend or cancel this RFP at any time. Any amendments must be made in writing prior to the RFP closing date and time. By submitting a proposal the Consultant shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including revisions/additions made in writing prior to the close of the RFP whether or not such revision occurred prior to the time the Consultant submitted its proposal) unless expressly stated otherwise in the Consultant’s proposal.

8.5. Cost for Preparing Proposals

The cost for developing the proposal and participating in the RFP process (including the protest process) is the sole responsibility of the Consultant. The City will not provide reimbursement for such costs.

8.6. RFP Released

The release of this RFP is communicated through public advertisement in the following:

City of Hardeeville Website: www.hardeevillesc.gov
City-operated social media platforms

8.7. Submitting a Proposal

The Consultant must submit Five (5) **hard copies** in a sealed envelope with the contractor’s signature across the seal **AND** One (1) **soft copy** (PDF electronic format) with the words “Whyte Hardee Boulevard Public Private Partnership” in Red

Hard copy proposal should be submitted by no later than September 30, 2022 2:00 PM to:

Ms. Lori Pomarico
City Clerk
205 Main Street
P.O. Box 609
Hardeeville, South Carolina 29927

Soft copy proposals should be submitted to:

Matthew Davis
mdavis@hardeevillesc.gov

8.8. Revising, or Cancelling a Submitted Proposal

In the event that a Developer desires to revise or cancel a submitted proposal, the Consultant must notify the City in writing of their intention to revise or cancel a proposal prior to the RFP closing date and time. If the Developer is submitting a revised proposal, the original proposal will be returned unopened to the Developer. A revised proposal must be received by the City prior to the RFP closing date and time.

9. General Business Requirements

This section contains general business requirements. By submitting a proposal, the Developer is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Developer's submitted pricing.

9.1. Standard Insurance Requirements

If awarded a contract, the Developer shall procure and maintain insurance which shall protect the Consultant and the City (as an additional insured) from claims for bodily injury, property damage, or personal injury. The Consultant shall maintain the following insurance coverage with an insurance company licensed to do business in the State of South Carolina:

1. Workers Compensation: Insurance covering all employees meeting statutory limits in compliance with applicable State and Federal laws.

2. General and Automobile Liability:

Bodily injury, each occurrence \$ 500,000.00

Bodily injury, aggregate \$ 500,000.00

Property Damage \$ 100,000.00

Business Auto Liability per occurrence \$1,000,000.00

Excess Umbrella Liability per occurrence \$1,000,000.00

It shall be the responsibility of the Contractor and the Insurance Company to notify the City at least thirty (30) days prior to any cancellation or change in the policy.

Contractor will provide the City of Hardeeville with a copy of the certificate of insurance specifying the above limits have been met.

10. Proposal Certification

By submitting a proposal, the Developer understands and agrees to the following:

1. That this proposal constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such an acceptance, will constitute a valid and binding contract between the Consultant and the City; and
2. That the Developer guarantees and certifies that all items included in the proposal meet or exceed any and all of the RFP's identified specifications and requirements except as expressly stated otherwise in the Developer's proposal; and
3. That the proposal submitted by the Developer shall be valid and held open for a period of ninety (90) days from the final RFP closing date and that the Developer's offer may be held open for a lengthier period of time subject to the Developer's consent; and
4. That the Developer's proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The Developer understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That the provisions of the laws of South Carolina have not been violated and will not be violated in any respect.

11. Proposal Evaluation and Award

11.1. Proposal Evaluation

Upon close of the RFP, proposals will be reviewed by City Staff to determine the proposal's compliance with RFP requirements; if the Developer's proposal passes the Administrative/Preliminary review, the proposal will be submitted to the City Manager for evaluation and action.

11.2. Selection and Award

Upon completion of evaluation, the City staff will present a summary of all evaluated proposals to the City Manager and then Mayor and City Council along with the recommended proposal. The Mayor and City Council will review the summary and recommendation. The City Council will determine which, if any, proposal to award the contract, or the City Council can determine that additional information is required from any or all Contractors. The decision to award the contract will be made by a majority vote of the City Council.

11.3. Public Award Announcement

The award of a contract by the City Council will be communicated by a Notice of Award being published in the following:

City of Hardeeville Website: www.hardeevillesc.gov

12. Assignability

The Consultant may not assign this agreement or any of its rights or responsibilities hereunder without prior written consent from the City.

13. Audit

Upon not less than five (5) days prior notice, the City shall have the right to inspect and audit all records (including, without limitation, financial records) of the Consultant which pertain to the Consultant's fulfillment of this agreement and charge therefore.

14. Default and Termination

Failure of the Consultant to comply with the provisions of the contract documents shall constitute default thereof. The City shall give the contract written notice of any default; the Consultant shall have fifteen (15) calendar days from the receipt of such written notice to cure the default. Upon failure of refusal of the Consultant to cure any such default, the City shall have the right to terminate this agreement and undertake such legal and other proceedings, in law or equity, and to seek recovery of such damages, as may be allowed by law, including, but not limited to, reasonable attorney fees and costs.