



Request for Proposals
Former St. Marys Airport Redevelopment

Contents

Invitation to Propose	2
Site Tour and Briefing	3
City Developments.....	3
History and Background.....	3
Current Projects in St. Marys and Camden County.....	4
Property Description.....	4
Site Information	4
Buildings and Improvements	4
Zoning.....	5
Regulatory constraints.....	5
Utility Providers	5
Project Catalysts	5
Program Requirements.....	6
Proposal Submission Requirements.....	6
Modification of Proposals	8
Withdrawal of Proposals.....	8
Proposer’s Responsibility	8
Reasons for Elimination	9
Terms and Conditions	9
Proposal Award and Executions.....	10
Local Vendor Preference.....	10
Insurance	10
Equal Opportunity by City.....	11
Equal Opportunity by Proposer	11
Federal Work Authorization.....	12
Developer Selection Criteria and Process	12



Invitation to Propose

The City of St. Marys ("City") is seeking proposals for the redevelopment of land on approximately 200 acres of the former St. Marys Airport. The city intends to convey the property to a responsible developer or a group of responsible developers. The area of opportunity for the purposes of this RFP is a portion of the former St. Marys Airport. (See map in attachments.)

The city is not confined to a particular deal structure and looks to the respondent to present an arrangement that would result in the highest quality development consistent with the community's vision. It is expected that the designated developer(s) will prepare and present a Master Plan acceptable to the city to guide future development. The City acknowledges that the redevelopment project may consist of phases.

Applicants must submit an original and six (6) bound copies and one (1) electronic (PDF) copy of the proposal. Proposals must be received on or before January 21, 2021 at 2:00 PM. Proposals shall be sent the following address:

Kenneth J. Hughes, AICP
Community Development Director
City of St. Marys
418 Osborne St
St. Marys, GA 31558

at which time and place the proposals will be opened and the names of proposers recorded. Proposals submitted after this time will not be accepted. Proposals should be marked "*Responses to the Request for Proposals for the Former St. Marys Airport*" and must include all required documents, completed, and signed per the instructions and attached forms included in this package. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted, nor will additional time be granted to any respondent. Proposals may not be delivered by facsimile transmission or other telecommunication or solely by electronic means. The City of St. Marys reserves the right to reject any or all proposals or to cancel this Request for Proposals if it is deemed in the best interest of the city.

The city makes no representations or warranties, express or implied as to the accuracy and/or completeness of the information provided in this RFP. This RFP (including all attachments and supplements) is made subject to errors, omissions, prior sale, lease or financing and withdrawal without prior notice, and changes to, additional, and different interpretations of laws and regulations.

All items must meet or exceed specifications as stated by the city. The city reserves the right to waive any technicalities and to reject or accept any Proposal in its entirety or to accept any portion thereof if it is determined that either method results in lower costs, better service, final satisfaction or is otherwise determined to be in the best interest of the city. Award may be made by item number or in total. Determination of best response to proposal will be the sole judgment of the city. Proposals shall remain valid for 120 days from the date of proposal opening.

Proposers' Responsibility for due diligence: Prospective developer should undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and



approvals, and other development and legal considerations. All inquiries regarding this RFP should be submitted via e-mail and directed to:

Kenneth J. Hughes, AICP
khughes@stmarysga.gov

Unauthorized contact regarding the proposal with other city employees or members of the City Council may result in disqualification. Any oral communications will be considered unofficial and non-binding on the city. Respondents should rely only on written statements issued by the City's project manager, Kenneth J. Hughes.

Site Tour and Briefing

Interested developers are strongly encouraged to attend an on-site briefing session on November 16, 2020 at 9:00 a.m. at the site, 400 N Dandy Street, St. Marys, GA 31558. Registration to attend the briefing is required no later than 5:00 PM on November 12, 2020. To register or for additional information, contact Kenneth Hughes at khughes@stmarysga.gov. This site tour and briefing will occur in compliance with recommended CDC safety precautions. Face coverings will be required for any portion of the site tour that occurs inside.

City Developments

History and Background

City of St. Marys

The City of St. Marys is a small, coastal city situated near the mouth of the St. Marys River in the southeast corner of Georgia in Camden County, just north of the Florida state line. This area was originally a Timucuan Indian Village. St. Marys' first European occupants were the Spanish in 1566, one year after the founding of St. Augustine. St. Marys, formally chartered in 1787, was initially a maritime hub. The original grid pattern plan of the town was laid out in 1788 and encompasses what is now the St. Marys Historic District, which was listed on the National Register of Historic Places in 1976.

NSB Kings Bay, the largest employer in Camden County, began operations as an Army installation in 1958, and currently serves as the U.S. Atlantic Fleet's home port for U.S. Navy Fleet ballistic missile nuclear submarines in support of our national security through nuclear deterrence.

The City of St. Marys is 24.9 square miles or 16,000 acres in area and contains a variety of different natural resources. Approximately 6,000 acres are wetlands, of which most is coastal marsh. St. Marys is the largest incorporated municipality in Camden County. In 2018, St. Marys' population (17,921) was just over one-third of the County's population (52,714). In recent years, St. Marys has experienced a steady population growth due to its excellent school system, presence of NSB Kings Bay, low crime, mild weather, accessibility to I-95, and proximity to Jacksonville.

Former St. Marys Airport

The former St. Marys Airport was in operation until 2017. After the 9/11 Terrorist Attacks, restrictions on airspace around NSB Kings Bay made it difficult for the airport to remain in operation. Because of the proximity to NSB Kings Bay, the airport's closure was necessary to preserve national security. This now leaves the city with the former airport site, ripe for redevelopment.



Current Projects in St. Marys and Camden County

St. Marys has been home to change since the mid-1980s when Kings Bay was announced to be the home to the Atlantic Fleet's Ballistic Missile Submarines. Our progress continues to this day with the following ongoing projects.

Cumberland Inlet

Located on the former Gillman Paper Mill Site to the east of the former airport, a developer is under contract to purchase and redevelop the mill. The mill site is over 770 acres within the heart of St. Marys. Plans have been announced to develop multi-family residential and a marina in the near future. There are also plans to develop an eco-tourism campground and recreational vehicle park for visitors to the city. Tied to Cumberland Inlet is a 70-acre development of aquaponics on north runway of the former airport.

Sweetgrass

Sweetgrass is located to the west of the intersection of St. Marys Road and Colerain Road, behind the St. Marys Fire Station. The first phase of the development is in the permitting phase for approximately 320 apartments in a gated community. The developer has indicated a desire to develop commercial property along St. Marys Road in the next phase followed by single-family development alongside townhomes.

Cumberland Palms

This approximately 45 lot marsh front townhome development was stalled after the Great Recession but has been recently sold. The new owner plans on finishing the neighborhood.

Columbia Class Submarines

NSB Kings Bay will continue to be home to the Atlantic Fleet's Ballistic Missile Submarines with the Columbia class submarines, the replacement to the Ohio-class submarines, in development currently. The Navy will continue to have an important presence in St. Marys for decades to come. Improvements to NSB Kings Bay are being made to prepare for the delivery of these new submarines. The investment in new infrastructure at the base is about half a billion dollars (\$0.5 billion.)

Property Description

Site Information

Location: 400 N Dandy St
St. Marys, GA 31558

Parcel IDs: 148 031
148 031JJ
148 031KK
148 031LL

Size: Approximately 220 acres

Exceptions: All buildings on the site and listed below along with the surrounding land supporting those facilities except as negotiated.

Buildings and Improvements

1. Water plant



2. Fire training tower
3. Fire training buildings
4. Hangers located to the north of the Fire Station (#2)
5. Administration and operations building and attached hanger *
6. Hanger located to the southeast of the administration and operations building*
7. Sewer lift station located along Douglas Drive

* The sale items of #5 & #6 is subject to negotiation. (The sale of these buildings cannot take place until the US Navy relinquishes the buildings back to the city. This is expected to happen by May 2021.)

Zoning

The property is currently zoned for its former use as an airport. The city will work with the selected developer(s) to design and implement suitable zoning standards for the site.

Regulatory constraints

Flood Zone: Zone X, Unshaded

Historic District: Not Applicable

Restrictive Use Easement: All development proposals are subject to approval by the United States Navy for compatibility with NSB Kings Bay. The easement is included as an attachment. (See Attachment B.) The easement provides for the following restrictions (not an exhaustive list):

- No structures over 75 feet tall
- No aviation-related facilities are permitted
- No manufacture, storage, or use of small or large munitions is permitted
- No outdoor firearms range is permitted

Utility Providers

Water City of St. Marys

Sewer City of St. Marys

Electric Georgia Power

Gas Atlanta Gas Light

Telephone TDS Telecom

Cable Comcast

Fiber TDS Telecom

Project Catalysts

The project site has several unique advantages over other available sites in the county, region, and state which include:

- Location within a Military Zone (O.C.G.A. § 48-7-40.1) for job state income tax credits
- Location within the City of St. Marys Tax Allocation District (provided proposed redevelopment conforms to the City of St. Marys Tax Allocation District #1: Historic and Industrial District Redevelopment Plan (See Attachment C)

The city is also willing to consider implementing the following incentives for the development:



- Expansion of the city enterprise zone
- Creation of a Planned Development district to enable development

Program Requirements

The City of St. Marys is very open to a range of proposed uses that can be shown to be in demand and that are consistent with the community's vision. The Urban Redevelopment Plan adopted by the City Council describes program desires and requirements, but the program desires are not an exhaustive list and creativity is encouraged.

It is expected that any proposal conforms to the Urban Redevelopment Plan or specifies reasons that the proposal will result in a higher and better use than the program proposed by the city in the plan. The city is open to a variety of uses.

Proposal Submission Requirements

To be considered responsive, proposals must respond to all requirements of this portion of the RFP. Any other information respondents believe to be relevant, but not covered in this section should be submitted as an appendix to the proposal. Please include sections in each proposal which correspond to the following major categories. Every effort should be made to make proposals as concise as possible.

1. Executive Summary

The executive summary shall include a brief statement about your approach to the development opportunity and your understanding of the city's vision for the project and willingness to implement this vision. A demonstrated understanding of the project's potential issues and special concerns should also be addressed.

2. General Background and Experience

Describe the background and history of the developer(s), its experience with developments of this type, your long term development horizon, and the core competencies of the project leadership team to develop this project. Provide a financial summary statement for your firm.

3. Relevant Projects

Describe three (3) recent projects in detail which you and other members of the developer(s) have completed which would be most relevant for this RFP. Please include the following information in each project description::

- (i) Project name and location
- (ii) Start date/completion date
- (iii) Estimated value of the project
- (iv) Key sources of financing – detailing the amount of equity financing you provided
- (v) Your role and role of your partners in the project
- (vi) A site plan, renderings, and photos of completed project components
- (vii) Who had management responsibility for the on-going operation of the project
- (viii) Project references who can speak knowledgeably about your involvement



4. Resumes of Key Principals

Please include resumes of the principals who will be leading the developer(s) project team. Also include the qualification of the key planning, architectural, engineering environmental and financial consulting firms that will participate in the design and permitting of the project (if determined).

5. Development Approach and Design

As noted, the city is seeking the highest quality in design. Proposals must clearly indicate the type and arrangement of development being proposed, its relationship to the surrounding land uses, and how it enhances and benefits the city.

Description of the proposed development should feature drawings, sketches, or diagrams to convey design concepts in addition to a site plan that achieves the city's goals including, but is not limited to:

- The proposed development's alignment with the community's vision.
- Interest in developing high quality architecture, landscaping, and urban/site amenities to support the pedestrian-friendly environment.
- Innovativeness of the project.

This section must include the following information:

Project Program:

Provide a descriptive and visual presentation of the development program being proposed, including how the development of the project and surrounding area is envisioned. Include the approximate square footages and/or unit counts of each project component and the rationale behind the choice of program. Also provide a narrative on how parking needs of the proposed development would be met, whether on-site, off-site, or both. Finally, identify infrastructure/utility needs and improvements for proposed development and give specific details on developer's requirements for the city's participation in the project in terms of funding, zoning, or other requirements.

Proposed Design Character:

Provide illustrative sketches, drawings or renderings of the proposed project that depict the layout, massing, and character of each unique building and how it relates to the surrounding context. At a minimum, the illustrative material should include:

- A conceptual site master plan identifying proposed building footprints, public space, parking, and streetscapes with different program areas or building typologies color-coded to a legend.

Additional views such as character renderings or aerial perspectives that help convey design intent and key features are encouraged.

6. Economic / Financing Overview

Based on your concept plan, provide a financial Pro Forma in paper and electronic format, detailing costs and revenues from start-up through build out of the project. This should include documentation that provides evidence of the following:

- Performance and Construction Bonds.



- Availability of funding from financial institution.
- Availability of necessary capital for predevelopment activities, securing construction and permanent financing for ongoing operations.

7. Development Schedule

Respondents are requested to provide a project timeline from the point of signing the development agreement to project completion. The timeline should realistically illustrate the respondent's readiness to proceed and the speed at which the team can execute the project. The timeline should identify and accommodate any specific decisions and actions required of the city to move the development process forward.

8. Development Agreement Requirements

Upon approving a developer(s) proposal, the city will enter into an initial letter of intent or memorandum of understanding and begin negotiating the terms of a development agreement with the selected respondent.

This section should address minimum terms to be included in the development agreement (from the respondent's perspective) to proceed toward implementation.

Modification of Proposals

Any clerical mistake that is patently obvious on the face of the proposal may, subject to the limitations described below, be corrected upon written request and verification submitted by the proposers. A nonmaterial omission in a proposal may be corrected if the city determines that correction to be in the city's best interest. Omissions affecting or relating to any of the following shall be deemed material and shall not be corrected after Proposal opening:

- (1) Price Information; and
- (2) Any required Insurance

Withdrawal of Proposals

Proposals may be withdrawn at any time prior to the proposal opening.

Proposer's Responsibility

When determining whether a proposer is responsible, or when evaluating a proposal, the following factors may be considered, any one of which will suffice to determine whether a proposer is responsible, or the proposal is the most advantageous to the city:

- The ability, capacity, and skill of the proposer to perform the contract or provide the equipment and/or service required.
- The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
- Whether the proposer can perform the contract within the time specified.
- The quality of performance of previous public and private contracts or services, including, but not limited to, the proposer's failure to perform satisfactorily or complete any written contract. The city's termination for default of a previous contract with a proposer, within the past three years, shall be deemed to be such a failure.



Reasons for Elimination

The following are reasons a proposal may be eliminated from consideration by the city.

1. The previous and existing compliance by the Proposer with laws relating to the contract or service.
2. Evidence of collusion with any other Proposers, in which case colluding proposers will be restricted from submitting further proposals on the subject project or future proposals, for a period not less than three years.
3. The proposer has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Proposer shall affirmatively disclose to the city all such convictions, especially of management personnel or the proposers as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the city's sole option and discretion, for termination for default subsequent to award or execution of the contract.
4. If the proposer will be unable, financially, or otherwise, to perform the work.
5. At the time of the proposal opening, the proposer is not authorized to do business in the State of Georgia, or otherwise lacks a necessary license, registration, or permit.
6. Any other reason deemed proper by the city.

Terms and Conditions

All responses and supporting materials as well as correspondence relating to this RFP become property of the city when received. Any proprietary information contained in the response should be so indicated. However, a general indication that the entire content, or a major portion of the proposal is proprietary will not be honored. The following terms and conditions shall also apply:

- A. As a result of the selection of a vendor to supply products and/or services to the city is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the city in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the city.
- B. The city reserves the right to refrain from contracting with or purchasing from any vendor. The release of this proposal does not compel the city to purchase.
- C. All applicable Federal and State of Georgia laws, City of St. Marys ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the respondents throughout and incorporated herein.
- D. Professionals requiring special licenses must be licenses in the State of Georgia and shall be responsible for those portions of the work as may be required by law.
- E. The successful Submitter shall secure, at its expense, all licenses and permits applicable to the proposed development. The Submitter shall also be solely responsible for payment of any and all taxes, permits, licenses and fees.
- F. The successful Submitter may not sell, subcontract, assign or otherwise transfer its interest in the project without the prior written approval of the city.
- G. No Response shall be accepted from, and no contract will be awarded to, any person, firm or corporation that (i) is in arrears to city with respect to any debt, (ii) is in default with respect to any obligation to the city, or (iii) is deemed irresponsible or unreliable by the city.



- H. The city shall be able to request of the respondents' satisfactory evidence that they have the necessary financial resources to accomplish the developments as contemplated in the RFP.

Proposal Award and Executions

The city will select the proposal that, in its sole discretion, is the most responsive and responsible proposal to the city. The city reserves the right to make any award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer. If the city and selected proposer are unable to come to mutually agreeable terms, the city reserves the right to end negotiations and move to the next most favorable proposal.

Should the city require additional time to award the Contract, the time may be extended by the mutual agreement between the parties. If an award of Contract has not been made within 120 days from the Proposal date or within the extension mutually agreed upon, the Proposer may withdraw the Proposal without further liability on the part of either party.

Local Vendor Preference

Local Vendor means a bidder or offeror which operates and maintains a brick and mortar business, i.e. a physical business address, within the city limits of the City of St. Marys, has a current business license, has paid in full all real and personal taxes owed the city, is considered a vendor in good standing with the city and can obtain an active vendor status.

The city encourages respondents to use local vendors whenever possible.

Exemptions. This provision does not apply to public works construction projects or road projects pursuant to the laws of the State of Georgia (O.C.G.A §36-91 or §32-4).

Insurance

The respondent must provide evidence, satisfactory to the city, of the following insurance requirements:

1. The developer will maintain Builders Risk Insurance with limits as dictated by lenders(s).
2. The developer requires the Contractor to have and maintain the following insurance coverage and indemnification provisions with the City of St. Marys named as an additional insured hereunder.
3. The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers showing that it carries insurance in the following minimum limits:

Bodily Injury by Accident:	\$100,000 each accident \$1,000,000 per occurrence limit
Comprehensive General Liability:	\$1,000,000 per occurrence
Automobile Liability:	\$1,000,000 per occurrence for bodily injury \$1,000,000 per occurrence for property damage
Workers' Compensation:	Statutory Limits



4. Proof of Insurance: The Contractor shall furnish the city with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be cancelled or materially altered, except after thirty (30) days written notice has been received by the city.

Equal Opportunity by City

The City of St. Marys, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

Equal Opportunity by Proposer

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the City of St. Marys (hereinafter referred to as City), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either, by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.



5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Federal Work Authorization

Contractor shall deliver to Owner, prior to commencement of work on the Project, an affidavit in compliance with O.C.G.A. § 13-10-91. Said affidavit will be attached to and included as part of this Contract. As a further condition of this Construction Contract, Contractor shall provide Owner with notice of the identity of any and all subcontractors hired or contracted with by contractor or any of its subcontractors to do work on this Project. The notice will include an affidavit from each subcontractor in compliance with O.C.G.A. § 13-10-91 and shall include the subcontractor's name, address, user identification number and date of subcontractor's authorization to use the federal work authorization program.

Developer Selection Criteria and Process

A committee will review the proposal when received by the city. A development agreement, proposed development plan, and other items of major benefit will be subsequently reviewed and approved by the city.