
**Request for Proposals for Purchase of Property
Located at 718 Main Street (“Lawler House”), Suisun
City, CA 94585 (APN: 0032-141-130)**



November 22, 2023

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Section 1 PROJECT SUMMARY

The Successor Agency of the Redevelopment Agency of the City of Suisun City (Successor Agency) is seeking Proposals for the opportunity to purchase property owned by the Successor Agency for property located at 718 Main Street, Suisun City, CA 94585.

The 8,498 square foot site is improved with a 2,882 square foot three story building. The property is within the Waterfront District Specific Plan area and is designated as Downtown Mixed Use (“DMU”). See Appendix C for current allowable uses. Proposers may offer different uses, therefore not permitted in DMU, but must understand that amendments to the Specific Plan would be required at the discretion of the Planning Commission and City Council.

DEVELOPMENT VISION

The vision for the development/use of the property is still emerging and the City will look at Developer Proposals and prioritize them according to job creation potential, market demand, and highest economic and financial benefit to the City.

LAWLER HOUSE CONDITION

The City has surveyed the property and observed substantial levels of deferred maintenance and building deterioration. The expectation is that the selected proposer will need to undertake extensive rehabilitation of the building in order to begin business operations. The sale of the building and property will be “As-Is.”

Section 2 AVAILABLE PROPERTY

LOCATION

The City of Suisun City is located in central Solano County, midway between the cities of Sacramento and San Francisco. The city is bounded by the City of Fairfield to the north and west, Travis Air Force Base to the east, and Suisun Marsh to the south. The city is adjacent to and bisected by State Highway 12, a vital trucking route and is approximately two miles east of Interstate 80. Suisun Slough, a major tidal waterway, connects Suisun City to Suisun Bay and provides access to water sports, recreation, boating, fishing, and bird watching. The adjoining Suisun Marsh is the largest brackish estuary west of the Mississippi River and borders the south and east sides of the Planning Area.

The Lawler House is a three-story, 2,882 Rentable Square Foot (SF) historic building most recently utilized for as a professional office use, located within the heart of the city of Suisun City Downtown Waterfront District, Solano County, California.

APPRAISAL

An appraisal has been prepared by Garland and Salmon (June 2023) and is attached as Appendix A of this RFP.

GENERAL PROJECT COMMENTS / STANDARD CONDITIONS OF APPROVAL

The intended outcome of this Request for Proposals (RFP) process is to enter into an Exclusive Negotiations Agreement (ENA) that will establish terms and conditions, and further define the scope, design, overall use, and development of the project upon which the selected Proposer can purchase and utilize the City Property.

During the RFP period, the Proposer and their employees, agents, or representatives, shall have the right of reasonable access to the Property during normal business hours for the purpose of inspecting the Property. Notwithstanding anything else in this Request for Proposals, Proposer shall defend, indemnify and hold the Successor Agency and the City of Suisun City, its employees, officers and agents, harmless from any injury, property damage or liability arising out of the exercise by Proposer of this right of access, other than injury, property damage or liability relating to the gross negligence or willful misconduct of the Successor Agency and City of Suisun City, or its officers, agents, or employees.

Section 3: PROPOSAL QUESTIONS

To evaluate the alternatives and select the appropriate Proposer, the City is requesting development Proposals that will help move ahead with property disposition and development.

Proposals must respond to the following questions:

1. Description of the Proposer's proposed project
 - a. Type of use(s) planned (e.g., commercial, mixed-use, etc.)
 - b. Conceptual design of any proposed changes to the existing property.
2. Description of the Proposer's experience developing (or operating) the proposed type of project elsewhere:
 - a. Name and location of project(s)
 - b. Description of project(s)
 - c. Completion date of project(s)
 - d. Experience in dealing with other City projects and/or have experience in purchasing government property for private development.

3. Explanation of the role the Proposer's organization will play in the proposed

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project and a list of other partners and their roles (if any).

4. The proposed general timeframe for the development of the Proposer's proposed project. If multiple components or phases are planned, a list of all.
5. Description of the benefit(s) your proposed project brings to the city including:
 - a. Land sale price offer to purchase the site.
 - b. Projected investment in proposed development.
 - c. Projected sales tax and other revenues from the project (if applicable).
 - d. Projected number of direct jobs.

Section 4: TIMELINES

Release Request for ProposalsNovember 22, 2023
Property Walkthrough #1.....December 6, 2023 2pm-4:00pm
Property Walkthrough #2.....December 11, 2023 10am-12pm

Deadlines for proposal submittal, review, and consideration will be staggered, as follows.

Review Period

Deadline for Submittal of Proposals.....5:00 p.m., December 21, 2023
Evaluation of Submissions Week of January 8, 2024
Preliminary presentations to Successor Agency.....February 6,2024
Successor Agency Consider Exclusive Negotiations Agreement.....February 20, 2024

Section 5: INQUIRIES

Please direct all inquiries concerning this RFP to:

City of Suisun City
Attn: John Kearns, Principal Planner
701 Civic Center Drive
City of Suisun City, CA 94585
Telephone: 707-421-7335
Email: jkearns@suisun.com

Section 6: PROPOSER' RESPONSIBILITIES

The City anticipates that the general scope of the successful Proposer team's responsibilities would include, but not be limited to:

Entitlements

If required, the Proposer shall be responsible for all aspects of the project including pre-

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development planning, environmental review, and design. The selected Proposer shall be responsible, at its sole expense, for obtaining all land use entitlements and other government approvals required for its proposed project.

During the Negotiation Period, the selected Proposer shall prepare and process an Initial Study and undertake all other actions required under CEQA for City approval of the Project, at Developer's cost.

Predevelopment Costs

The selected Proposer 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 Proposers 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 Proposers 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.

Deposit

Upon execution of an Exclusive Negotiations Agreement (ENA) the selected Proposers shall reimburse the City for the actual out-of-pocket costs and expenses incurred (consultants' fees, title reports, and appraisal costs) in negotiating and preparing the Purchase and Sale Agreement and fulfilling its obligations under this Agreement (Reimbursable Costs). Proposer shall deposit with the City the sum of \$20,000 or 5% of the appraised price, whichever is less (Deposit Funds). The Deposit Funds shall be used and applied from time to time by the City to pay itself for the Reimbursable Costs. Deposit Funds will be maintained at no less than \$2,500. Any funds remaining after all procedures and documentation are completed shall be returned to Proposer.

Legislative Action

City and Proposer 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 Properties. Proposer selection does not restrict the legislative authority of the City in any manner whatsoever and does not obligate the City to enter into an Agreement or to take any course of action with respect to the Project.

Financing

Proposer 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.

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Construction

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

Section 7: PROPOSAL INSTRUCTIONS

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

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:

- Request For Proposal Submittal Cover Sheet (see template – Appendix B).
- Detailed completion of Questions 1 thru 5 in Section 3: Scope of Development which shall include the following:
 - The firm / 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 Proposer 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 develop either commercial/office or a mixed-use combination.
 - 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.
 - 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:

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- Detailed scope of work and
 - Schedule for predevelopment analysis, 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 Exclusive Right to Negotiate (ERN) agreement for this project when the ERN is fully executed by the Developer and the Executive Director of the City.
 - 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 Proposer's Proposal is contingent and which shall take precedent over this RFP.
 - A statement that the Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

The City will not be liable for any expenses incurred by Proposers responding to this solicitation. All material submitted can be property of the City.

Section 8: STANDARD TERMS AND CONDITIONS

The City has the sole authority to select one or more Proposers and reserves the right to reject 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 Proposer 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 Proposer in preparing and submitting Proposals.

CONTRACTOR INDEMNIFICATION

Proposers shall indemnify, defend and hold the City, the Successor Agency and any other City agency, their officers, agents, and employees (Indemnified Parties) 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 Proposer's performance of the work contemplated by this RFP. Submitting a response to this RFP signifies that the Proposers are not covered under the Indemnified Parties' general liability insurance, employee benefits, or worker's compensation. It further establishes that the Proposer shall be fully responsible for such coverage. Proposer's obligation to indemnify shall survive expiration or termination of this

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RFP and shall not be restricted to insurance proceeds, if any, received by the Indemnified Parties.

ADDITIONAL INDEMNITY OBLIGATIONS

Proposers shall defend, with counsel of City's choosing and at Proposers' own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind that may be brought or instituted against the Indemnified Parties as a result of this RFP. Proposer shall pay and satisfy any judgment, award or decree that may be rendered against Indemnified Parties as part of any such claim, suit, action, or other proceeding. Proposer shall also reimburse Indemnified Parties for the cost of any settlement paid by the Indemnified Parties as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for the Indemnified Parties' attorney's fees and costs, including expert witness fees. Proposer shall reimburse the Indemnified Parties for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

INTELLECTUAL PROPERTY

Any system or documents developed, produced or provided in response to this RFP, including any intellectual property discovered or developed by Proposer 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 Proposer may retain copies of any and all material, including drawings, documents, and specifications, produced by the Proposer in performance of this Proposal. The City and the Proposer 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.

PUBLIC RECORD

Proposals received will become the property of the City. All Proposals, evaluation documents, and any subsequent contracts will be subject to public disclosure per the California Public Records Act, Gov't Code §§ 6250 – 6270. All documents related to this solicitation will become public records once discussions and negotiations with proposers have been fully completed and an award has been announced.

Appropriately identified trade secrets will be kept confidential to the extent permitted by law. Any Proposal section alleged to contain proprietary information will be identified by the proposer in boldface text at the top and bottom as PROPRIETARY. Designating the entire Proposal as proprietary is not acceptable and will not be honored. Submission of a Proposal will constitute an agreement to this provision for public records. Pricing information is not considered proprietary information.

ASSIGNMENT

Developer selection includes consideration of the merits of the firm and the team proposed to be assigned to the proposed project. Assignment of the Proposal is not permitted, and the City reserves the right to cancel the contract if the contract is assigned without City written consent.

RFP ADDENDA

The city may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda, and it is the Developer's responsibility to understand and comply with any addenda to this solicitation. Addenda may be posted on the City's website, <https://www.suisun.com/News-articles/Lawler-House-RFP?transfer=f092a71f-e95a-4171-95dd-756dbf799991> and may be requested via email or U.S. Mail:

City of Suisun City
Attn: John Kearns, Principal Planner
701 Civic Center Drive
City of Suisun City, CA 94585
Telephone: 707-421-7335
Email: jkearns@suisun.com

CIVIL RIGHTS COMPLIANCE/EQUAL OPPORTUNITY ASSURANCE

Proposer will be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 and will be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964, including the California Fair Employment and Housing Act of 1980. As such, Proposer will not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age or sex with respect to hiring, application for employment, tenure or terms and conditions of employment. Proposer agree to abide by all the foregoing statutes, regulations, ordinances and resolutions.

APPENDICES

Appendix A – Property Appraisal
Appendix B – Coversheet
Appendix C – Waterfront District Specific Plan Allowable Uses