

**REQUEST FOR PROPOSALS NO.
2020-1720**

MASTER DEVELOPER FOR THE COMMONS DEVELOPMENT

Thursday, August 1, 2019





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1.0 INTRODUCTION

1.1 PURPOSE

The City of East Point, Georgia (hereafter referred to as “the City”), is pleased to offer an opportunity to qualified development teams to respond to this invitation for selection of a master developer to develop a prime mixed-use site on the South side of Metro Atlanta. The site, totaling approximately eight (8) acres, has direct access to US Highway 29 and is in close proximity to the East Point MARTA Station.

This mostly vacant site provides excellent development opportunities related to the area’s location as the north gateway into our downtown business district. The project objective is to create a high quality, commercial and mixed-use project consistent with the City’s Downtown Plans and market conditions.

The City of East Point is seeking a development team to undertake the planning, financing, marketing and development of this premier property. The development team is expected to include members that have expertise to design, develop and market that project and must include a qualified urban design/architectural firm with experience in designing large scale, commercial and mixed-use projects. The team shall also consist of members with experience in working with local governments. The City will take on permitting, entitlement and some design fees (that will be negotiated later).

Based upon the Request for Proposal(RFP) selection process as fully described herein, the City anticipates selecting a preferred Developer/Development Team and entering into an Development Agreement (DA) leading to development of this project.

Proposals submitted in response to this RFP that comply with the submittal requirements set forth in **Section 2.33** and **Section 2.34**, including providing all forms and certifications, will be evaluated in accordance with the criteria and procedures described therein.

1.2 BACKGROUND

The Site, the Commons (The Project), is bisected by US Highway 29 (Main Street) to the east and west of the property. (See Attached Map).

The City of East Point, Georgia, is located bound immediately southwest to the City of Atlanta (roughly 4.9 miles from downtown) on the north and Hartsfield Jackson Atlanta International Airport on the south. The City is comprised of 12.5 square miles and has a population of approximately 35,000 residents. The City is traversed by Interstates 85, 285 and State Route 166, which provide good access to many areas around the metropolitan Atlanta area.

UNIQUE DEVELOPMENT OPPORTUNITY

The project site is both an opportunity and a resource to link varying area uses. The Downtown Master Plan (LCI Study) designates this site to be a high density residential and activity center. The Plan states that this site is considered key to the redevelopment of the downtown area.

1.3 MINIMUM PROVIDER REQUIREMENTS

The Selected Provider must be able to dedicate manpower and time to provide services under this Contract to the City. Meeting the City's needs in a timely manner must be a top priority of the Selected Provider. Once the Selected Provider is notified that the formal execution of the Contract has been completed, and is in receipt of a Notice to Proceed letter, it is anticipated that the work / services will immediately commence without any further delays.

Because of the importance of reliable and expedient support and customer service for the professional services provided by the Selected Provider, it is preferred (but not required) that the Selected Provider(s) be located within the State of Georgia, preferably in a proximity that is convenient and close to the City of East Point.

To participate in this solicitation, Prospective Providers should have a minimum of five (5) years' worth of verifiable experience in providing the same or similar services to other government agencies or private entities, and must be able to demonstrate a broad range of knowledge and expertise in providing services of the same kind.

1.4 OBTAINING THE RFP

This document and supporting documents can be downloaded at the City of East Point Website, <http://www.eastpointcity.org/contracts-procurement/> of East Point under "Open Solicitations".

1.5 CITY'S RESPONSIBILITIES

1.5.1 Upon execution of the Contract and receipt from the Selected Provider of all required and / or necessary bonds, permits, licenses, certifications, etc., the City shall issue to the Selected Provider a Notice to Proceed letter.

1.5.2 The City will provide the Selected Provider with access to Work Site during the performance of the services.

1.5.3 Final inspection and approval of the Services rendered and approval of the Selected Provider's invoices for payment.

1.6 PRE-PROPOSAL CONFERENCE N/A

The City of East Point does not discriminate based on disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of the City of East Point should be directed in writing to Tron D. Jones, Contract Specialist, at email: tdjones@eastpointcity.org.

1.7 PROPOSAL DUE DATE

All RFP submittals are due in the City of East Point Contracts and Procurement Department located at **2757 East**

Point Street 1st Floor, East Point, Georgia 30344, on or before **Friday, August 23, 2019 at 3:30 P.M.**, legal prevailing time. All RFP submittals shall be time and date stamped according to the clock in the City's reception area. Any RFP submittals received after this appointed schedule will be considered late and will be returned unopened to the Proposer at the proposer's expense. The RFP Due Date can be changed only by addendum.

1.8 DELIVERY REQUIREMENTS

It shall be the sole responsibility of the Proposer / Provider to have their proposal delivered to the City of East Point Contracts and Procurement Department for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Contracts and Procurement Department.

1.9 CONTACT PERSON AND INQUIRIES

For information regarding this Request for Proposals, contact the City of East Point Contracts and Procurement Department tdjones@eastpointcity.org. **Deadline for submittal of all inquiries is Friday, August 16, 2019 at twelve o'clock (12:00) noon.** Any response made by the City shall be provided in writing to all Provider/Proposers by addendum. No verbal responses shall be authoritative.

2.0 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.1 NO CONTACT DURING THE PROCUREMENT PROCESS

The City of East Point requires that the evaluation and award process for City contracts be free from both actual and perceived impropriety, and that contact between potential vendors and City officials, elected officials, and staff regarding pending awards of City contracts shall be prohibited.

2.1.1 No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the award by the City Council except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

2.1.2 All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed only to the Purchasing Agent.

2.1.3 Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing Director that the submitted bid or proposal of the person, firm, or entity is in violation of this condition and is "non-responsive", and will not be considered for award.



2.1.4 From the date of issue to the Public until after the Notice of Award has been officially issued by the City Council, Prospective Providers shall make all contact with the City through the assigned Contract Specialist, in the **Contracts and Procurement Department, 2757 East Point Street 1st Floor, East Point, Georgia 30344, email: tdjones@eastpointcity.org.**

2.2 CLARIFICATION AND ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the City's consideration as set forth in this section of the RFP. While the City has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the City will set restrictions on the frequency and number of requests permitted. The City will not respond to requests, oral or written, received after **Friday, August 16, 2019 at twelve o'clock (12:00) noon**, local prevailing time. Proposers are advised that this section places no obligation on the part of the City to respond to any or all requests for clarification or interpretation, and that the City's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP. If the requests are submitted to the City via U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the outside of the delivery envelope must clearly state "**Inquiry Enclosed**" to differentiate such parcels from those containing final bid submittals.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

**City of East Point Contracts and Procurement Department
Attention Tron D. Jones, Contract Specialist
2757 East Point Street, 1st Floor
East Point, Georgia 30344
Email: tdjones@eastpointcity.org.
Fax: (404) 270-7824
RE: REQUEST FOR PROPOSALS NO. 2020-1720
Master Developer Services**

Telephone inquiries will not be accepted. All responses to written requests for clarification, interpretation, or additional information will be distributed as numbered addenda to this RFP and posted on the City of East Point website <http://www.eastpointcity.org/contracts-procurement/>. The deadline for inquiries is **Friday, August 16, 2019 at twelve o'clock (12:00) noon**.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the City shall be binding on the City. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the City. Only written responses issued by numbered addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the City may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the City's website which is located at <http://www.eastpointcity.org/contracts-procurement/>. These addenda will be issued by, or on behalf of, the

City and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.3 TERM OF CONTRACT

The initial term of the contract shall be for a one (1) calendar year from the date of the executed contract, with four (4) one (1) calendar year renewal options. The City is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year.

It is requested that Proposers quote fixed unit prices that will be guaranteed to the City of East Point for the initial one (1) year contract term, with the option to renew for four (4), one (1) calendar year renewals. The City's determination to extend an offer to exercise an optional Contract term shall be based upon the availability of funding, and the City's satisfaction with the product / service, and will be at the sole discretion of the City. The Contract associated with this RFP shall commence upon the date of the formal execution of the Contract and shall remain in effect throughout its term without an amendment in the pricing or terms or conditions.

Unless mutually agreed upon in writing by all parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be the same as those contained within in this Agreement.

2.4 SUBMITTAL INSTRUCTIONS

All Proposals, including all attachments, must be received by the City in an opaque sealed package no later than **Friday, August 23, 2019 at 3:30 P.M.** and must be addressed to:

REQUEST FOR PROPOSALS NO. 2020-1720
City of East Point Contracts and Procurement Department
2757 East Point Street, 1st Floor
East Point, Georgia 30344

The Proposal shall consist of a Technical Proposal, Cost Proposal, and all required documents. The Technical Proposal, Cost Proposal, E-Verify Affidavits and S.A.V.E Affidavit shall include proposer information, technical information, business related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing.

The City is not responsible for the untimely receipt or loss of solicitation responses regardless of circumstances. Prospective Providers wishing to participate in this solicitation must follow the instructions detailed herein. Incomplete solicitation responses shall not be given award consideration and may be considered "non-conforming" and "non-responsive" to the requirements in the solicitation.

Providers who obtain specifications and plans from sources other than the City of East Point are cautioned that the Proposal package they receive may be incomplete. All public addendums, tabulations, evaluation meeting notices

and recommendations of award will be posted on the City's website at <http://www.eastpointcity.org/contracts-procurement/>.

The Request for Proposal (RFP) requirements and the Price Proposal response, including E-Verify Affidavits and the S.A.V.E. Affidavit, shall **consist of one (1) signed, unbound original that is marked "ORIGINAL" and six (6) permanently bound photocopies that are identical to the original and marked "COPY" which includes tabs labeled Tab 1 through Tab 14 and one (1) CD or flash drive containing a pdf format of the Proposal.** Minimum font size of eleven (11) shall be used. The RFP response shall contain no more than forty (40) pages. All pages shall be single sided.

Failure to submit the RFP response in the manner specified herein or failure to enclosed identical permanently bound copies of the original materials in each response copy submitted may result in the disqualification of the entire submittal.

Each envelope or package on the outside shall be clearly marked as follows:

REQUEST FOR PROPOSALS NO. 2020-1720
Master Developer for the Commons Development
2757 East Point Street, 1st Floor
East Point, Georgia 30344
RFP Due Date: Friday, August 23, 2019 at 3:30 P.M.

If the solicitation response is submitted to the City via the U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the sealed envelope / package must also be clearly notated "***RFP Response Enclosed***" on the outside to differentiate these parcels from those containing questions or inquiries. This is a sealed RFP solicitation. Oral, telephoned, telegraphed, faxed, emailed, or otherwise unsealed responses shall be considered invalid and shall not be given award consideration. Simple quotations for the work to be performed in this solicitation shall not be accepted.

The City of East Point Contracts and Procurement Department must receive submittals no later than **Friday, August 23, 2019, at 3:30 P.M.** Proposals received after this time will not be considered and no time extensions will be permitted. Submittals will only be opened following the final RFP Due Date.

2.5 REQUEST FOR PROPOSALS SCHEDULE

Below is the current schedule of the events that will take place in the procurement process. The City reserves the right to make changes or alterations to the schedule as the City determines is in its best interest. Responders will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the City, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified. The City reserves the right to modify the times, dates and events.

Time / Date	Event
August 1, 2019	Request for Proposals Issued to Public
No later than 12:00 noon on Friday, August 16, 2019	Deadline to Submit Inquiries
No later than 3:30 P.M. on Friday, August 23, 2019	RFP Due Date
Week of August 26, 2019	Evaluation Committee Review and Score Proposals
Week of September 9, 2019	Evaluation Committee presents recommended Proposer to Council at Work Session
Week of September 16, 2019	City Council approval of selected development partner

2.6 EVALUATION PROCESS

The Evaluation Committee (EC) will be responsible for ranking and recommending the most qualified firms(s) to the City Council for award. The process for awarding this Contract may proceed in the following manner:

The City of East Point Contracts and Procurement Department delivers the RFP submittals to agency staff for summarization for the Evaluation Committee members. Staff will also identify any incomplete responses. The Director of Procurement will review the information and will make a recommendation to the Evaluation Committee as to each firm's responsiveness to the requirements of the RFP. The final determination of responsiveness rests solely on the decision of the Evaluation Committee.

All proposals will be evaluated using the criteria specified in **Section 2.33** and **Section 2.34** of this RFP. Selection will include an analysis of proposals by an Evaluation Committee (EC) composed of City personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in **Section 2.33** and **Section 2.34** of this RFP. The committee may request oral interviews and / or site visits. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining which Provider will be deemed to best meet the needs of the City of East Point.

2.7 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

Proposers / Providers may be requested to provide oral presentations to the Evaluation Committee (EC) or City Council. Recommended Proposers / Providers may be required to attend City Council meetings. All individuals / firms that are found to be both responsive and responsible to the requirements of the RFP may have an opportunity to make an oral presentation to the EC or City Council on the firm's approach to this Project and the firm's ability to perform as required. The EC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary.

Proposers / Providers may be requested to demonstrate the nature of their offered solution to the EC. After receipt of submittals, all individuals / firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent / Buyer at the meeting to retain in the Purchasing files.

2.8 METHOD OF AWARD

Award of this Contract shall be made to the responsive, responsible Provider whose response will be the most advantageous to the City of East Point, taking into consideration the evaluation factors set forth in the Evaluation Criteria. At any time prior to award, the City may find that a Provider is not responsible to receive an award.

The City reserves the right to award to that Provider who will best serve the interests of the City, for the product(s) / service(s) that will best serve the needs of the City of East Point. The City also reserves the right to waive minor variations in the specifications and in the solicitation process. The City reserves the right to accept or reject any and / or all proposals and to award a Contract based on the RFP.

2.9 NEGOTIATION AND AWARD

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

2.10 DISQUALIFICATION OF PROPOSER

The submission of more than one (1) proposal to the City as the primary Proposer or as a member of a Joint Venture for the same work by an individual firm, partnership, or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposals in which they have participated.

2.11 RESERVED RIGHTS

The City shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past records of performance.

2.12 INSURANCE REQUIREMENTS

The Selected Provider shall maintain general liability, automobile bodily injury liability, and professional liability insurance, issued by not less than an "A" insurance carrier, as determined by the rating firm A.M. Best, and who is

licensed to issue such coverage in the State of Georgia, in the amount of not less than one million dollars (\$1,000,000.00) per person, per occurrence, insuring the Selected Provider and its employees, representatives, and agents against liability for negligent, willful, or otherwise tortuous acts of omissions by the Selective Provider, its agents, representatives, or employees in connection with the Selected Provider's provision of work and / or service(s), and obligations contemplated by this solicitation. That policy of insurance shall list the City of East Point, Georgia, and its employees, appointed officials, contractors, or other designees, as additional insured, (with the exception of Workers' Compensation and Professional Liability Insurance which shall be exempt from this requirement) and the Selected Provider shall provide to East Point's Contracts and Procurement Office a Certificate of Insurance reflecting such coverage prior to the commencement of work and / or services contemplated in this solicitation.

2.12.1 The above referenced policy shall include a provision that the policy shall not be cancelled nor modified without providing, at a minimum, a thirty (30) day notice to the City of East Point, Georgia.

2.12.2 All Certificates of Insurance must have affixed a completed ISO 2004 CG 20 10 Additional Insured Endorsement (revised short form) which references the Contract Number assigned by the City, and a brief description of the work or services to be performed.

2.12.3 All Insurance Certificates issued regarding this solicitation must clearly reference the City's solicitation number and the official title of the awarded Contract.

2.13 HOLD HARMLESS REQUIREMENT

Neither the City, its staff, its representatives, nor any of its consultants and / or attorneys shall be liable for any claims and / or damages resulting from the invitation, advertisement, collection, review, evaluation, and / or tabulation of responses to this solicitation.

The Selected Provider shall indemnify and hold harmless the City of East Point, Georgia, and any and all elected officials, employees, contractors, representatives, or agents of the City of East Point, Georgia, from any loss, claim, liability, penalty, fine forfeiture, demand, causes of action, suit, and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) [hereinafter referred to as "Indemnified Costs"] resulting from a breach by the Selected Provider of any of the agreements, representations, trademarks, or warranties of the Selected Provider contained in this solicitation or their response thereto, or caused by, or resulting from any negligent, willful or otherwise tortuous act or omission, or violation of the law by the Selected Provider, its agents, representatives, or employees in connection with the Selected Provider's provision of work and / or services and obligations contemplated by this solicitation, response thereto, or Contract resulting there from. The indemnity obligation of the Selected Provider under this section shall survive the expiration or termination of any resulting Contract, subject to any applicable statute(s) of limitation(s).

2.14 ACCURACY OF RFP AND RELATED DOCUMENTS

The City assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the City will not be bound by or be responsible for any explanation or interpretation of the solicitation documents other than those provided or given in writing as an addendum to this

RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person referenced in this RFP in writing at the following address: **City of East Point Contracts and Procurement Department, Tron D. Jones, tdjones@eastpointcity.org, Contract Specialist, 2757 East Point Street, 1st Floor East Point, Georgia 30344 or Fax Number 404.270.7824.** A written addendum, if necessary, will then be made available to each recipient of this RFP.

2.15 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in their judgment to assume this responsibility prior to the submittal of their Proposal. Proposers are reminded of the City of East Point's "No Contact During Procurement" requirement and shall only contact the person designated by the RFP.

2.16 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The City, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The City has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the City's decisions in this regard. Marking all or substantially all a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP. Notwithstanding the foregoing, Proposers recognize and agree that the City, its staff, and its Consultants will not be responsible or liable in any way for any losses incurred.

2.17 CITY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the City. Without limitation or penalty, the City reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the City to select, procure, or contract for any services whatsoever.
- The City of East Point reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one (1) or several providers.
- The City reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the City.
- All costs incurred by a Proposer regarding responding to this RFP, the evaluation, and the selection process undertaken regarding this procurement, and any negotiations with the City will be borne by the Proposer.

- The City reserves the right to reject all Proposals and components thereof or to eliminate all Proposers responding to this RFP from further consideration for Contract award, and to notify such Proposers of the City's determination.
- The City may cancel this RFP without the substitution of another solicitation and terminate this procurement at any time without any liability whatsoever.
- The City reserves the right to waive any technicalities or irregularities in the Proposals.
- The City reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The City may request Proposers to send representatives to the City for interviews and presentations.
- To the extent deemed appropriate by the City, the City may select and enter into discussions and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The City reserves the right to discontinue negotiations with any selected Proposer.
- The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the City and will not be returned, and the City reserves the right to utilize all such information contained in the Proposals without further cost to the City.
- The City may add to or delete from the Scope of Work / Scope of Services set forth in this RFP.
- All Proposals not received by the Proposal Due Date shall be rejected and returned unopened.
- Neither the City, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The City, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.18 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs)

incurred by such Proposer regarding this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered connection with developing the Proposal. There shall be no claims whatsoever against the City, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations. All price proposals submitted to the City must be F.O.B. East Point, Georgia and must exclude printing, postage, mailing, shipping, or delivery costs, freight or transportation charges, and taxes of any type.

2.19 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the RFP submittals, the City will evaluate the responses, including the references, experience and other data relating to the Respondent's qualifications. If requested by the City of East Point Contracts and Procurement Department, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all the qualification requirements.

2.20 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the City Manager, or their designated representative.

2.21 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Solicitation / Request for Proposal / Request for Qualifications is subject to the Georgia Security and Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids / proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security.

Completed, notarized **E-Verify Affidavits** for the Provider, their proposed Subcontractors (if any) and proposed Sub-subcontractors (if any) must be submitted with your RFP response to participate in this solicitation.

The Provider recommended by the Requesting Department for Contract award shall be required to submit a complete, notarized **S.A.V.E. Affidavit** prior to receiving official and formal Contract award from the City.

All goods, and / or Services rendered by the Selected Provider(s) pursuant to this solicitation or any resultant contract(s) and / or agreement(s) shall be provided in accordance with all applicable federal, state, and local guidelines, laws, and regulations. If requested to do so by the City, the Selected Provider(s) must provide references and assurances to the City that confirms their abilities and capabilities to meet the requirements, terms and conditions of any resultant contract award(s). **See attachment "A" E-Verify Affidavits / S.A.V.E Affidavits.**

2.22 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.23 RIGHT TO PROTEST

Any actual or prospective provider, bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the prequalification, solicitation or award of a contract shall protest to the Purchasing Agent. Protestors are urged to seek resolution of their complaints initially with the Purchasing Agent. A protest with respect to an Invitation for Bids or Request for Proposals or Request for Qualifications shall be submitted to the Purchasing Agent in writing within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto, but in no circumstance after five (5) calendar days of notification of award of contract.

The City's Municipal Code shall govern all such matters. The City's Municipal Code may be accessed from the City's web site which is located at <http://www.eastpointcity.org> or directly at <http://www.municode.com>.

2.24 ETHICS REQUIREMENTS

As provided in **Chapter 4, Section 2-4001.- Declaration of Policy** (Ord. No. 016-13, 7-1-13), Prospective Providers shall not offer any gratuities, favors, gifts, honorariums or anything of any monetary value whatsoever to any official, employee, representative, and / or agent of the City of East Point for the purpose of influencing consideration and / or award of this solicitation and / or for the purpose of being viewed more favorably and / or more agreeably than others who may also be competing for award. Violation of this clause shall result in the immediate elimination of the Provider's response from award consideration and may also result in criminal actions and / or criminal penalties against the Provider, the Provider's representative(s) and the City employee(s), if found to be compliant or in complicity and / or collusion therewith.

All Selected Providers, by entering into a service and / or contractual agreement with the City of East Point, agree to be bound by and comply with all applicable provisions of Part 2, Chapter 4, and Ethics Policy of the Code of Ordinances of the City of East Point, Georgia. Full text of this ordinance may be obtained from the City Clerk's Office by telephoning 404.270.7100 or online by visiting <http://www.municode.com/>. The City's Code of Ordinances may also be found on the City's web site at the bottom of each Department's page (in the black bar at the bottom of the page) under the heading "**MuniCode**".

2.25 NON-COLLUSION

By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future solicitations for the same or similar work. When, for any reason, collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the City Attorney for investigation.

2.26 LOCAL PREFERENCE

In accordance with the City of East Point Local Preference **Section 4-3324 - (Ord. No. 043-015, 11-2-15)** Local vendor purchasing preference pertains to this solicitation. The City has a significant interest in encouraging the creation of employment opportunities for its residents and for businesses located within the City. As a purchaser of goods and services, the City will benefit from expanded job and business opportunities for its residents and businesses through additional revenues generated by its activities. It is in the interest of the City and its residents to give preference on eligible local projects to those eligible Prospective Providers who have direct physical and economic relationships with the City. A "local vendor" or "local business" means any corporation, partnership, sole proprietorship, franchise, or other business form which:

- Has its headquarters, distribution point, retail location, locally-owned franchise, or place of business within the territorial limits of the city, where work and business is and has been regularly conducted for at least six (6) months immediately prior to the issuance of the request for competitive proposals by the city; and
- Holds all business or professional licenses required by state law, county ordinance, and city ordinance at the location within the city for at least six (6) months immediately prior to the issuance of the request for competitive proposals by the City.

Any local vendor who has been determined by the Director of Contracts and Procurement to be otherwise responsive and responsible, which also provides proof of its local status under oath will receive five percent (5%) or five (5) point preference established in the Evaluation Criteria score.

2.27 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City's Authorized Representative of the work / services performed.

2.28 PRICING

Price will be considered in the final evaluation and rating of the firms. Included in this RFP solicitation is a price sheet which must be completed and returned with the RFP Submittal at the time of the opening deadline.

2.29 BID BOND, PAYMENT BOND, AND PERFORMANCE BOND - (N/A)

2.30 GENERAL REQUIREMENTS

2.30.1 The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and / or performance of contracted services within thirty (30) days' notice by the City of East Point of such defect, damage or deficiency.

2.30.2 The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the City for at least one (1) year. Should a vendor be other than the manufacturer, the vendor and not the City is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the warranty services to be performed.

2.30.3 The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

2.30.4 The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, titles or interests therein without prior written consent of the City of East Point Council.

2.30.5 In case of default by the successful Offeror, the City of East Point may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

2.30.6 The Selected Provider shall have the sole responsibility for any services provided, and the services provided by any third-parties (subcontractors) utilized by them to deliver any of the services requested by the City during the term of the Contract.

2.31 VALIDITY OF RESPONSES

All RFP responses submitted must be valid for a minimum of one hundred and eighty (180) calendar days from the posted or amended RFP Due Date. All responses shall be irrevocable for this period of time, until the City officially awards this solicitation, enters into a Contract for the goods / work / services, issues a Purchase Order for the goods / work / services, officially rejects your company's response or rejects all responses, or officially cancels this solicitation, whichever shall first occur.

2.32 PROPOSAL OPENING

Proposals shall be publicly opened, and only the names of the offerors shall be disclosed at the opening. Contents of competing offerors' proposals shall not be disclosed during the process of evaluation and negotiation. Proposals shall be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal shall not be disclosed without written consent of the offeror. All such requests shall be handled pursuant to the terms and conditions of applicable Federal and State Freedom of Information Acts and the City's Municipal Code. The City's Municipal Code may be accessed from the City's web site which is located at <http://www.eastpointcity.org> or directly at <http://www.municode.com>.

2.33 EVALUATION CRITERIA

The following is a list of Evaluation Criteria totaling one hundred (100) points. Subsequent pages will further detail and define the Evaluation Criteria which are summarized with their numerical point ranges.

Evaluation Criteria – Project Specific Criteria	Points
Qualifications, Related Experience, Past Performance, References	25
Project Plan, Approach to Work, Method of accomplishing the Scope of Work	20
Experience, qualifications, and commitment of proposed key project personnel	20
Financial Capacity to develop and complete comparable sized projects	15
Location/ Local Preference – Refer to ordinance.	5
Cost Proposal	15 *
Total Points	100

* Total points awarded for price will be determined by applying the following formula:

(Lowest Proposed Price / Proposer's Price) x 20 = Price Score

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

2.34 PROPOSAL FORMAT (40 Pages Maximum)

The **ORIGINAL** response package shall **NOT** be bound and should be provided to the City in an unbound, signed condition and shall be conspicuously marked “ORIGINAL”. All **COPIES** of the response package **SHALL BE IDENTICAL TO THE ORIGINAL AND SHALL BE BOUND IN A PERMANENT MANNER** and shall be conspicuously marked “COPY”. The binding employed must be secure and permanent in nature. Three-ring binders, duo-tangs, paper clips, binding clips, and staples are **NOT** considered permanent binding materials by the City and should not be employed by Prospective Providers for this purpose.

Evaluation Criteria	Tab Number
Contact Sheet: Complete Attachment "B" PROVIDER'S CONTACT SHEET. Show the subject as: "RFP No. 2020-1720 – Master Developer for The Commons Development” and Table of Contents: Include a clear identification of the material by section and by page number.	
1) Letter of Transmittal: (Limit to two pages.) This letter will summarize in a brief and concise manner that the Respondent understands the scope of services and makes a positive commitment to provide the services in a professional manner. The letter should name all the person(s) who will be authorized to make representations for the Respondent, their titles, street addresses, e-mail addresses, and	Tab 1

<p>telephone/fax numbers. The letter shall be signed by a representative who is authorized to contractually bind the company and shall include the agent 's title or authority.</p> <p>Is your organization / firm a corporation or partnership? If a corporation, indicate the state of incorporation. If the corporation is a subsidiary, provide the name and address of the parent corporation. Provide the names and positions of the corporate officers. If your organization / firm is a partnership, indicate the name and address of the partner(s) and whether the partner(s) is a general partner or limited partner.</p> <p>State whether your organization / firm is local, regional, national, or international. Include information on any company affiliations and / or subsidiaries. Where is the Primary Office / Headquarters located?</p> <p>Organizations / Firms being considered for this contract may have more than one office location. Where is the Responsible Office located?</p> <p>The office assigned responsibility for the City's work / services shall be identified in the Proposal. If different elements of the work / services will be accomplished at various locations, those locations shall be listed.</p>	
<p>2) Project Team Qualifications/ Qualifications of Key Personnel</p> <p>A. STAFFING</p> <p>Proposer should have, at a minimum, five (5) years relevant experience in all areas of expertise required by the scope of services, including but not limited to design, development, financing and marketing services for entities comparable to the size of the City of East Point.</p> <p>Provide the following information on projects worked within the past five (5) years.</p> <ol style="list-style-type: none"> Proposer shall provide the resumes and for each key personnel proposed for this project, specifically those of the Project Manager and the Principle-in-Charge, and all other personnel to be assigned to this project. Resumes shall be limited to no more than three (3) pages per person and be organized according to the following: <ul style="list-style-type: none"> Name and title Professional Background Current and Past Relevant Experience Relevant Training and Education Current and Past Relevant Experience Relevant Training and Education Include two (2) references for each key personnel member on similar Projects Include the role and responsibilities that each key personnel member will perform on this project. 	<p>Tab 2</p>

<p>2. Proposer shall provide a Team Directory / Organization chart showing each team member and include the following for each team member listed: firm name; corporate home office location; address, phone number and e-mail addresses.</p>	
<p>3) Professional Experience</p> <p>Proposer should submit a list of one to three customers with whom the firm contracts or has contracted with in the last five (5) years conducting similar projects for entities comparable to the size of the City of East Point.</p> <p>Provide a more comprehensive description of your company's background, history, and ownership structure, including any parent, affiliated, or subsidiary company(ies), and any past business partners. Provide the following information on projects worked within the past five (5) years:</p> <p>The name of the project, description, the owner, year performed (begin/end dates), and the company location.</p> <p>Company's quality assurance program ownership structure, including any parent, affiliated or subsidiary company(s), and any past business partners.</p>	<p>Tab 3</p>
<p>4) Prospective Provider's Sworn Statement / Non-Collusive Forms (if provided)</p> <p>The Prospective Provider shall provide a <u>notarized statement</u> that certifies the Prospective Provider and their subcontractors (if any) and / or staff members have no conflict of interest pertaining to this RFP and have not, in any manner, entered into a collusive arrangement of any type.</p>	<p>Tab 4</p>
<p>5) References Section</p> <p>In the References section, the Prospective Provider shall provide relevant information on those for whom they have provided similar services. The references provided must be no more than five (5) years old and shall include a valid contract name, contract contact information, the dates services / work was provided and the scope or nature of the services / work provided. Provide no less than three (3) and no more than six (6) business or professional references.</p> <p><u>See Attachment "C" REFERENCE VERIFICATION FORM</u></p>	<p>Tab 5</p>

<p>6) Required State Licenses / Certifications</p> <p>Proof of Georgia Business License</p>	<p>Tab 6</p>
<p>7) Credentials Section</p> <p>The Credentials Section shall contain copies of all the credentials / licenses / certifications, etc. that the City requires herein from a Prospective Provider to participate in the solicitation.</p> <p>Information you must include in this section:</p> <ul style="list-style-type: none"> a. Completed <u>E-Verify Affidavits</u> for all tiers of Providers. b. Completed <u>S.A.V.E. Affidavit</u> c. Proof of a current, valid <u>Business License</u>. d. <u>Certificates of Insurance</u>, validating insurance coverage in the amounts stipulated herein by the City, and supportive documentation. e. Completed, signed and notarized <u>Local Vendor Preference Eligibility Affidavit</u> (if applicable) f. Signed <u>Addenda Acknowledgement Forms</u> (if applicable) g. <u>Proof of Joint Venture</u> agreement / arrangement (if applicable) h. <u>Subcontractor(s) and Sub-subcontractor(s) Listing</u>, (if any) including the percentage of the work under the Contract each will be assigned to each. 	<p>Tab 7</p>
<p>9) Authority to Conduct Business in Georgia/Joint Venture</p> <p>A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the proposer is authorized to transact business in Georgia. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Director.</p> <p>A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Georgia. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Director. However, the joint venture is required to provide evidence prior to contract execution that the</p>	<p>Tab 9</p>

<p>joint venture is authorized to transact business in Georgia.</p> <p>A joint venture is also required to provide with its response a <u>Statement of Authority</u> indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Director.</p>	
<p>10.) Location / Local Preference</p> <p>The city has a significant interest in encouraging the creation of employment opportunities for its residents and for businesses located within the city. As a purchaser of goods and services, the city will benefit from expanded job and business opportunities for its residents and businesses through additional revenues generated by its activities. It is in the interest of the city and its residents to give preference on eligible local projects to those eligible offerors who have direct physical and economic relationships with the city.</p> <p>Each corporation, partnership, sole proprietorship, franchise, or other business form seeking local preference points under this section shall certify under oath that it is eligible to receive the local preference points as set forth above as a part of the submission of its proposal or bid to the city and, in the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed "non-responsive" and shall not be considered for award of the applicable contract by the Director of Contracts and Procurement.</p> <p>Any local vendor who has been determined by the Director of Contracts and Procurement to be otherwise responsive and responsible, which also provides proof of its local status under oath will receive <u>the lesser</u> of a five-percent (5%) or five (5) point preference on its total evaluated score. The City will grant <u>the lesser</u> of a five percent (5%) or five (5) point local preference to all otherwise responsive and responsible vendors who have an actual physical presence and direct economic relationship within the City.</p> <p>Failure to provide the required supporting documentation with your proposal submittal shall result in a firm receiving a "0" (zero) for Local Preference.</p> <p>Reference the City's Municipal Code Section 4-3324. – Local vendor purchasing preference.</p>	<p>Tab 10</p>

<p>11) Additional Information</p> <p>Prospective Providers should provide any other information thought to be relevant to the RFP and your company's / firm's / business's capability to provide the services requested.</p> <p>Any supplemental materials which might enhance the City's understanding of the Provider and their capabilities and experience should be place in this tab.</p>	<p>Tab 11</p>
<p>12) Completed all Request For Proposal Form. All line items listed in the Proposal Form must contain a proposed cost. Provide estimated fixed unit pricing where requested.</p> <p>The City has established the following formula to evaluate cost proposals for Request for Proposals (RFPs):</p> <p style="text-align: center;">(Lowest Proposed Price / Proposer's Price) x 20 = Price Score</p> <p>Please note that prices may be negotiated in the best interest of the City after the scoring is completed.</p>	<p>Tab 12</p>
<p>13) Request For Proposal Terms and Conditions.</p> <p>Does your firm / company / business agree to be bound by the terms and conditions of the Request For Proposal?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p>Tab 13</p>

2.35 EXAMINATION OF RFP DOCUMENTATION

Prospective Providers must carefully review the Request for Proposals (RFP) documents and shall promptly notify the City of East Point's Contracts and Procurement Department, in writing, of all ambiguities, inconsistencies, unduly restrictive specifications, or errors that may be discovered upon examination of the documents. The City's Contracts and Procurement Department may be contacted by email at tdjones@eastpointcity.org or by fax at 404.270.7824. All correspondence must reference the applicable solicitation number and / or title and be as specific as possible in describing the page number, location, and manner of the suspected ambiguity, inconsistency, restrictive specification, or error. If communication with the City is achieved via facsimile, please include a cover sheet to ensure proper receipt of correspondence by the Contracts and Procurement Department.

Attachment “A”

E-VERIFY AFFIDAVITS / S.A.V.E. AFFIDAVITS

E-Verify Affidavits - This solicitation is subject to the **Georgia Security and Immigration Compliance Act**. Pursuant to the **Georgia Security and Immigration Compliance Act of 2006**, as amended by **2011 House Bill 67**, Prospective Providers are hereby notified that all solicitations for services or work that are to be physically performed within the State of Georgia must be accompanied by proof of the Prospective Provider’s registration, the registration of their proposed Subcontractor(s) and the registration of their proposed Sub-subcontractor(s) with the **E-Verify Program**, as well as attestation to each party’s continuing and future participation in the **E-Verify Program** as established by the **United States Department of Homeland Security**.

To ensure complete compliance with the new laws / regulations, the City has made a determination to require proof of participation in the E-Verify Program from all Prospective Providers, all a Provider’s proposed Subcontractor(s) and all a Provider’s proposed Sub-subcontractor(s) at the time the Prospective Provider’s solicitation response is submitted to the City. Completed, notified E-Verify Affidavits must be submitted, at the time of the solicitation response and shall be included in the Provider’s response proposal submittal package. Providers who are unable to provide such documentation when requested to do so will be eliminated from participation in award consideration.

The forms are to be submitted to the City and placed within the Prospective Provider’s response proposal submittal package as instructed in Part II of this solicitation. Prospective Providers must attest to compliance with the requirements of O.C.G.A. §13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor’s Affidavit. Under Georgia law, the City of East Point cannot provide award consideration to any Prospective Provider who cannot provide a completed E-Verify Affidavit.

Solicitation responses that are received without the inclusion of such documentation in the response proposal submittal package may be considered “non-compliant” and / or “non-responsive” and may be eliminated from Contract award by the City.

An E-Verify Contractor’s (Prime Offeror’s) Form, an E-Verify Subcontractor’s Form and an E-Verify Sub-Subcontractor’s Form have been included on the City’s web site for your convenience.

S.A.V.E. Affidavit - The City of East Point is required to verify the status of anyone who applies for a Public Benefit through the City. Public Benefits are defined by state statute, O.C.G.A. § 50-36-1, by Federal statute, 8 U.S.C. §1611 and 8 U.S.C. §1621, and by the Office of the Attorney General. Pursuant to these definitions, Contracts awarded by the City of East Point are considered “Public Benefits.” Beginning on January 1st, 2012, any person or persons awarded a Public Benefit must show a secure and verifiable document, and complete the S.A.V.E. Affidavit.

Documents which are considered “secure”, “verifiable” and therefore “acceptable” have been identified by the Office of the Attorney General for the State of Georgia. A list of those documents may be obtained directly from the State of Georgia (<http://law.ga.gov/immigration-reports>) or from the Federal Government.

The Selected Provider(s) is required to execute the S.A.V.E. Affidavit verifying their status and show a secure and verifiable document prior to the final award of any Contract by the City. The S.A.V.E. Affidavit has been included on the City’s web site for your convenience.

A S.A.V.E. Affidavit form has been included on the City’s web site for your convenience.

**EXHIBIT I – DETAILED SCOPE OF SERVICES
REQUEST FOR PROPOSAL NO. 2020-1720**

Master Developer for The Commons Development

I. Minimum Requirements

The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit detailed verifiable information affirmatively documenting compliance with each minimum requirement. Proposals that fail to comply with minimum requirements will be deemed nonresponsive and will not be considered. Detailed responses documenting compliance with minimum requirements shall be provided in Tab 1 of Proposal response.

1. Proposers shall exhibit considerable relevant experience with this type of work, and should emphasize experience, capability to meet a required schedule, and capability of the particular Principal and personnel who will actually perform the work.
2. Relevant experience shall be documented by a list of related projects conducted.

II. Statement of Work Required / Scope of Services

The City of East Point invites Developers/Development Teams, to submit their qualifications along with their responses to this RFP. The RFP is intended to result in the selection of a development team to undertake the planning, financing, marketing and development of prime property along US 29 and East Point Street in the heart of our Downtown Business District.

The City welcomes creative responses to this RFP that best express the approach/qualifications/responses of the Developer/Development Team to create a quality commercial and mixed-use project. It is requested that the proposals clearly include the elements described in the format and order identified within this document. Please refer to the Submittal Requirements of this document.

The scope of work / scope of services shall consist of performing and providing all of the following:

DEVELOPMENT OBJECTIVES

The City understands retail market conditions have changed significantly since the original downtown master plan was approved; however, a more recent revision to the plan reflects a mixed-use project at this location. This mixed-use project can entail, residential, commercial and office space plus the possibility of a hotel component.

Development Entity – The City is looking for a qualified Developer or Development Team to undertake the planning, permitting/entitlement, and development of this property. The City prefers a Master Developer/Development team, or an entity comprised of members of the land Developer/Development Team, who is also willing to commit to being the vertical project builder for the project.

Timing – The City desires that the property be developed as soon as possible, consistent with market realities, requirements for entitlements, work necessary to create a satisfactory market setting, the conveyance schedule, and community goals.

Financial/Other Objectives – The City is seeking a commercial/mixed-use development that will be consistent with its mission of economic revitalization and job creation. In addition, the City has certain financial/business objectives with respect to the subject property, such as receiving a development proposal that maximizes the use of the property in line with the goals of the city. The City is also interested in assurances that the Developer/Development Team will advance all necessary funds and will assume primary responsibility for the implementation of required development and infrastructure needed at the property.

III. Additional Requirements

Project Deliverables:

1. All applicable Federal and State laws; and City ordinances, codes, rules and regulations of all authorities having jurisdiction over the performance of the work.
2. The apparent silence of the **Scope of Services / Scope of Work** contained herein and any supplemental materials concerning any point or detail of a service to be provided or Work to be performed shall be regarded as meaning that only the best usual and customary professional practices are to prevail and that only services or Work of the first and finest professional quality and of the correct type are to be provided by the Selected Provider in the performance of the services and / or Work associated with this solicitation.
3. All professional services and / or Work are to be of the first and finest quality employing only the most current best practices of the profession / industry.
4. All interpretations of the Scope of Services / Scope of Work contained herein shall be made upon the basis of this section, with the City's interpretation to prevail
5. The City of East Point will not be responsible for the payment of or reimbursement of any expenses incurred by any Prospective Providers in the development of a response to this RFP, including any expenses incurred as a result of interviews, presentations, or supplemental information provided, submitted, or given to the City or its representatives.
6. All Prospective Providers or Joint Ventures / Teams of Providers must be well experienced, and fully licensed (if applicable) and / or certified (if applicable) to perform the services required herein.
7. The Selected Provider(s) must not be restricted in the State of Georgia by law, regulation, licensing, or certification requirements to provide the services designated herein.
8. The Selected Provider(s) shall have the sole responsibility for any services and / or work provided, any and all support provided, and will be solely responsible for the performance of any third-parties (sub-contractors and / or sub-subcontractors) utilized by them to deliver any of the services and / or work requested by the City under this Contract.



9. Once a Contract is entered into or a Purchase Order is issued by the City for the services / work listed herein, the services / work stipulated and the pricing quoted upon in the Provider's submittal package shall be the services / work the Selected Provider(s) shall be required to provide to the City. **NO ALTERNATES, NO EXCEPTIONS, NO DEVIATIONS.**



**EXHIBIT II – PRICE COST SUMMARY SHEET
REQUEST FOR PROPOSAL 2020-1720**

Consultants agrees to supply the services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP. This must be inclusive of all costs as no additional funds will be awarded. The City seeks proposals that demonstrate maximum value, and total work to be performed within the funding available.

Cost to the City: Consultant must quote firm, fixed rates for all services identified in this request for proposal. This firm fixed rate must include any cost for travel to the City. No other costs will be accepted. This firm rate will remain the same for the entire initial contract period. The Proposer shall provide the total cost (inclusive of travel and all project expenses) for the entire initial term. Total Hourly Billable Rate by classification must be all inclusive (travel, lodging, meals, taxes, etc.) for all personnel associated with the proposal, including subcontractors.

Failure to use the City's **Price Cost Summary Sheet** and provide costs as requested in this RFP shall deem your proposal non-responsive. Contract will be awarded to responsive, responsible vendor(s). See **Section 2.33** and **Section 2.34** for the **EVALUATION CRITERIA**. **FAILURE TO COMPLETE THIS BID FORM AS REQUESTED WILL RESULT IN BID REJECTION.**

TOTAL COSTS: The rates shall include all direct costs associated with the scope of work, including, but not limited to Overhead and Profit. Rates shall be submitted on the **Cost Proposal Summary**.

Please include the total cost for all work listed in the Cost Proposal Summary.

TOTAL OVERALL COST

Overall Cost Summary Sheet (This form must be used):	Total
	\$
TOTAL OVERALL COSTS OF ALL HOURLY RATES: (Overall Totals of Line 1)	\$

Name: _____

Title: _____

Email Address: _____

Cell Phone Number: _____

Signature: _____

Date: _____

Company Name: _____



City of East Point Contracts and Procurement Department

2757 East Point Street, 1st Floor
East Point, Georgia 30344
Email: Purchasing@EastPointCity.org
Fax: 404.270.7824

Address: _____

Address: _____

City / Federal / Zip: _____

Telephone Number: _____

These pages must be completed and must be included in your or your firm's response package. Failure to submit the Request for Proposal (RFP) response in the manner detailed in the solicitation documents or failure to enclose additional requested documentation, if any, may result in the disqualification of your submission.



City of East Point Contracts and Procurement Department

2757 East Point Street, 1st Floor
East Point, Georgia 30344
Email: Purchasing@EastPointCity.org
Fax: 404.270.7824

Attachment "B"
PROVIDER'S CONTACT SHEET

I certify that I am an officer / authorized representative of the firm listed hereon and that the information and offerings provided in this solicitation response accurately represent the capabilities of my firm in regards to providing the services and / or goods indicated. The City of East Point, Georgia, is hereby authorized to request any officer and / or reference identified in this response package to furnish any information that may be deemed pertinent or necessary to verify and / or confirm information provided by me or in regard to the reputation and / or capabilities of my firm to perform the services requested. I hereby bind my firm and on their behalf agree to furnish the services and / or goods as specified herein for the term and at the prices agreed upon in negotiations with the City. I hereby attest I have read the solicitation documents, including all attachments, and believe I fully understand the City's requirements and needs.

My/Our company is a: ☐ Sole Proprietor ☐ Corporation ☐ Partnership ☐ Joint Venture

Company Name: _____

Address: _____

Address: _____

City / Federal / Zip: _____

Federal ID Number: _____

Telephone Number: _____

Fax Number: _____

Web Address, if any: _____

Name: _____

Title: _____

Email Address: _____

Cell Phone Number: _____

Signature: _____

Date: _____

This page must be completed and should be the first page of each and every response included in a submittal. A valid submittal shall consist of one (1) signed, unbound original conspicuously marked "ORIGINAL" and six (6) permanently bound photocopies that are identical to the original and are conspicuously marked "COPY".

Failure to submit the Request for Proposal (RFP) response in the manner detailed stated herein or failure to enclose additional requested documentation, if any, may result in the disqualification of your submission.



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East Point, Georgia 30344
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Fax: 404.270.7824

Attachment “C”
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP No. 2020-1720

SOLICITATION TITLE: Master Developer for The Commons Development

PROPOSING FIRM (List name exactly as provided in proposal):

Date of Verification: _____

Reference Organization: _____

Project Verified (Include the Project Name / Title and a brief description of the Project):

Person Contacted: _____

Title of Contact: _____

Telephone Number including extension: _____

Email Address: _____

Questions	Yes	No
1. Were you satisfied with the firm’s overall performance?	_____	_____
2. Was the Project completed on time?	_____	_____
3. Was the Project completed within the approved budget?	_____	_____
4. Would you engage this firm again?	_____	_____

Additional comments provided by Proposer’s contact:

Signature

Date

