



REQUEST FOR PROPOSALS

July 23, 2021 Issued
September 3, 2021 Due

**Edge City 2.0 – A Shared Development Vision
for the Perimeter Dunwoody District**

City of Dunwoody / Perimeter Community Improvement Districts
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

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Request for Proposals – RFP 21-10

Sealed proposals for RFP 21-10 Edge City 2.0 – A Shared Vision for the Perimeter Dunwoody District will be received by the City of Dunwoody, hereafter called the City, by September 3, 2021. Consultants whose proposals meet the criteria established in the Request for Proposals, at the sole discretion of the City, may be considered for contract award. The City may, by direct negotiation, finalize terms with the consultant who is selected for award based on the proposals. The City reserves the right to reject any or all responses for any reason. The City, at its sole discretion, may short-list consultants that are deemed to best meet the City's requirements included in the RFP.

Response Deadline

A Technical Proposal must be submitted in a sealed envelope which shall be clearly marked RFP 21-10 Edge City 2.0 – A Shared Vision for the Perimeter Dunwoody District – Technical Proposal. One (1) printed and signed unbound original, seven (7) bound copies, and one (1) electronic copy in PDF on a USB drive of the **technical proposal shall be submitted no later than 2:00 pm, September 3, 2021**. One copy of the Cost Proposal should be submitted in a separate, sealed envelope from the technical proposal clearly marked RFP 21-10- Edge City 2.0 – A Shared Vision for the Perimeter Dunwoody District – Cost Proposal. Any proposal received after the time and date specified for the opening of the proposals will not be considered, but will be returned unopened.

Questions regarding proposals should be directed to john.gates@dunwoodyga.gov no later than 2:00 pm August 6, 2021. All questions and responses will be posted August 13, 2021. Proposals are legal and binding when submitted. Proposals must be addressed as follows:

Mr. John Gates
City of Dunwoody
RFP 21-10
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

RFP Information webpage: <https://www.dunwoodyga.gov/business/doing-business-with-the-city>

Review of Proposals

A selection committee comprised of the Project Management Team leading the project will review proposals. After reviewing the proposals, the team may, at its discretion, request formal presentations from one or more of the proposers (at proposer's expense) whose proposals appear to best meet the requirements.

The Project Management Team reserves the right to waive any informalities or irregularities of proposals, to request clarification of information submitted in any proposal, to request additional information from any proposer, or to reject any or all proposals, and to re-advertise for proposals.

Award of this project is contingent upon receipt of funding awarded to the project. The City reserves the right not to award a contract should those funds not be made available.

To ensure the proper and fair evaluation of proposals, communication should not be initiated by a proposer or its agent to an employee of the City during the period of time following the issuance of the RFP and prior to the time a decision has been made with respect to the contract award. The Project Management Team may initiate communication with a proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Unauthorized communication by the proposer may disqualify the proposer from consideration.

PART ONE - BACKGROUND

Project Introduction

The City of Dunwoody has been awarded Livable Centers Initiative (LCI) funds on behalf of the Dunwoody Community and the property owners within the Perimeter Dunwoody Commercial District to prepare a shared development vision for the district. The City finds itself in a place of transition and could benefit from a wide-ranging community conversation about future growth and how best to create a uniquely Dunwoody commercial area that meets the community's needs. The community is struggling with growth pressures, especially as they relate to school overcrowding and residents are pressuring elected officials to limit new development, especially residential projects.

The City currently has 22,252 housing units and the mix is 45% single-family detached and 55% attached with over 10,000 rental apartments. The City's single-family districts are built-out and most future development will be concentrated in the Perimeter Dunwoody section of the City.

Community Background

The City of Dunwoody

Although Dunwoody only incorporated as a city in 2008, it has been a recognized place using the name Dunwoody since the 19th century when the area was first settled for farming. The community identity was further enhanced in the 1970's when development pressures first arose after the completion of I-285. As an un-incorporated place, citizens banded together to form the Dunwoody Homeowners Association to represent residential interests and negotiate with developers and DeKalb County on land use and growth decisions.

Dunwoody's population has grown steadily over the last few decades, but the growth rate has been leveling off as the City has become built out. Between 1980 and 2000, Dunwoody's population nearly doubled from just under 20,000 to almost 40,000. The City then grew by roughly 20% from 2000 to 2010, during which the City incorporated (2008). Heading through and out of the Great Recession, growth has flattened, with the City growing by about 7% to nearly 50,000 residents between 2010-2019.

In terms of population composition, Dunwoody's age-sex distribution largely mirrors that of the Atlanta metro, with the largest cohort in the economically active age groups between 25 and 59 years of age. Dunwoody's population has a proportionally large over-70 population, however. The racial distribution in Dunwoody reflects that of the 10-county metro area loosely, although the City is home to a smaller proportion of residents of color. However, Dunwoody has become more diverse in the past decade. The proportion of all residents of color, and residents who identified as two or more races, has increased, while the proportion of white residents has decreased.

According to the Metro Atlanta Housing Strategy (<https://metroatlhousing.org>), the character of the City's housing stock falls into three main subareas: neighborhoods near employment corridors, with a

mix of newer and older higher priced homes and higher rents – concentrated in the southwestern corner of the City around Perimeter Center with a mix of single-family and multifamily units housing both renters and owners; moderate-to-higher-priced neighborhoods near employment centers with a mix of single-family and multifamily units housing both renters and owners – found in the southern and southeastern areas of the City; and moderate-to-higher-priced neighborhoods consisting almost entirely of single-family homes – making up northern Dunwoody.

Dunwoody is experiencing a moderate shift in the composition of its housing stock. While the City gained roughly 1,200 dwelling units since 2010, that growth has been concentrated in multifamily. Simultaneously, the proportion and raw number of single-family homes decreased.

Multi-family development exploded in the 2000's with the conversion of over 1 million square feet of one and two story office buildings to Apartments. A change in DeKalb County zoning allowed 1 and 2 story properties zoned Office-Institutional to develop multi-family projects without variances, SLUPs or rezoning's. This "loop hole" was eventually closed by DeKalb County, but one of the drivers for incorporation was the desire of citizens to gain stronger control of zoning and growth issues, partly as a result of the loop hole.

Perimeter Center

The origin of Atlanta's first Interstate Edge City - Perimeter Center dates back to 1969, when Michael Gearon, developer of Executive Park (Atlanta's first suburban interstate oriented office park at I-85 and North Druid Hills Drive), purchased farmland owned by the Spruill family for a new commercial development anticipating the opening of the I-285 perimeter beltway later that year. Residential communities had already developed on all sides of this area, paced by the affluent Dunwoody community to the north and east.

Perimeter Center was originally 500+ acres and was envisioned as an architecturally and density-controlled campus like office park that would incorporate office and retail activity in a heavily wooded – rustic setting. Almost immediately, Gearon and Company sold 70 acres to the Rouse Corporation to develop what would become Perimeter Mall which was completed in the summer of 1971. Gearon sold his interest in the project to two associates, Harvey Mathis and Mack Taylor, triggering a new phase of growth for the area and creating one of Atlanta's venerable office developers, Taylor & Mathis. Taylor & Mathis developed over 30 single-tenant and multi-tenant office buildings over the next 25 years.

The birth of the Perimeter Center coincided with the birth of Modern Atlanta. The explosion of growth that began in the 1970's with the investment in infrastructure: construction of I-285, expansion of the Connector through Downtown, improvements to Hartsfield International Airport, and the construction of MARTA created the basic contours of the Atlanta Region that you still see today.

Ultimately, Perimeter center expanded beyond the original footprint in Dunwoody and DeKalb County and pushed south of I-285 into what is now Brookhaven and West into Fulton County, now the City of Sandy Springs. Perimeter Center is one of the largest contiguous commercial markets in the Southeast with 36M square feet of office space and 11M square feet of retail, 5,500 hotel rooms, and 37,000 apartments.

Perimeter Dunwoody Sub-district

The Perimeter Dunwoody Sub-district consists of the commercial market located within the City of Dunwoody limits. It's made up of the original Perimeter Market developed in 1969 concentrated around Perimeter Mall and the Dunwoody MARTA Station.

| Commercial Development | | | | |
|------------------------|------------------|-------------------------|----------------------------------|----------------------------------|
| Office | 8.3M Square Feet | 21.6% Vacancy Rate | \$31.47 Market Rent/SF | \$222 Market Sale Price/SF |
| Retail | 3.4M Square Feet | 4.1% Vacancy Rate | \$28.75 Market Rent/SF | \$201 Market Sale Price/SF |
| Apartments | 5,307 Units | 4.6% Vacancy Rate | \$1,705 Market Rent/SF | \$249,000 Market Sale Price/Unit |
| Hotels | 2,100 Rooms | \$93 Average Daily Rate | \$36 - 12 Month Revenue Per Room | \$183,000 Market Sale Price/Room |

Significant Real Estate Projects Underway or Recently Completed

Since its earliest incarnation, the Perimeter Dunwoody market has been considered an attractive place to live and do business due to strong public infrastructure, transportation access and geographic proximity to the region's educated workforce. Located 13 miles north of the Atlanta Central Business District along I-285, Dunwoody's central location and high level of regional accessibility is one of its biggest advantages. Georgia 400 is easily accessible at multiple locations and the Dunwoody MARTA Station connects the market to the region's largest transit system.

Park Center – State Farm selected the Perimeter Dunwoody market for the site of their third Regional Employment Hub and started construction on the 21 acre site in 2014, completing Building I (602,000 SF) in 2016, Building II (670,000 SF) in 2020, and Building III (440,000 SF) in 2021. A fourth building pad is being marketed as a development site for up to 700,000 square feet of office. Park Center will include more than 50,000 square feet of retail space constructed around a central green space and public plaza, fully integrated into the urban fabric of the area.

Twelve24 Hammond – Trammel Crow finished the new mixed-use project in early 2020 across the street from Park Center. The project consists of a 335,000 square foot office building and 177 room Hyatt Place Hotel. The Office and Hotel have direct access to the Dunwoody MARTA Station. The building is fully leased to InSight Global and recently sold for \$565 per square foot.

Perimeter Marketplace – Branch Properties is re-developing 10 acres on Ashford-Dunwoody Road that was originally developed in 1999 as three restaurants constructed around a storm water detention pond that acted as an amenity for the project. The new development will consist of a 25,000 sf Publix Grocery Store and another 43,000 square feet of retail. Although not urban in density, this design offers surface parking for the development while placing street facing retail along Ashford-Dunwoody Road and Meadow Lane that creates a more walkable and connected site.

Hospitality Investment – Four new hotels have been constructed in the market since 2011 consisting of 593 rooms. The Hospitality sector represents a growth market for the district as business travelers and visitors look for more convenient options outside the urban core. The latest hotel, an AC by Marriott is opening later this summer.

Planned Projects

High Street – The long planned 42 acre mixed-use development is on the cusp of construction on Phase I, consisting of 150,000 sf of retail, 40,000 sf of loft office, renovation of the existing 230,000 sf office building, and 598 apartments. Phase I is designed around a green space that will act as the center of the development, creating a new gathering place for the entire Perimeter Dunwoody Market.

84 Perimeter – Recently approved mixed-use development with 225 units of active senior residential and 40,000 sf of retail on Ashford Dunwoody Road across the street from Perimeter Mall.

Campus 244 – Redevelopment of the former headquarters of Goldkist and Cotton States Insurance, the 13 acre site contains the existing 265,000 sf office building, but is entitled to 1 million square feet of office and up to 400 hotel rooms.

Challenges and Opportunities Facing the Perimeter Dunwoody District

Challenges

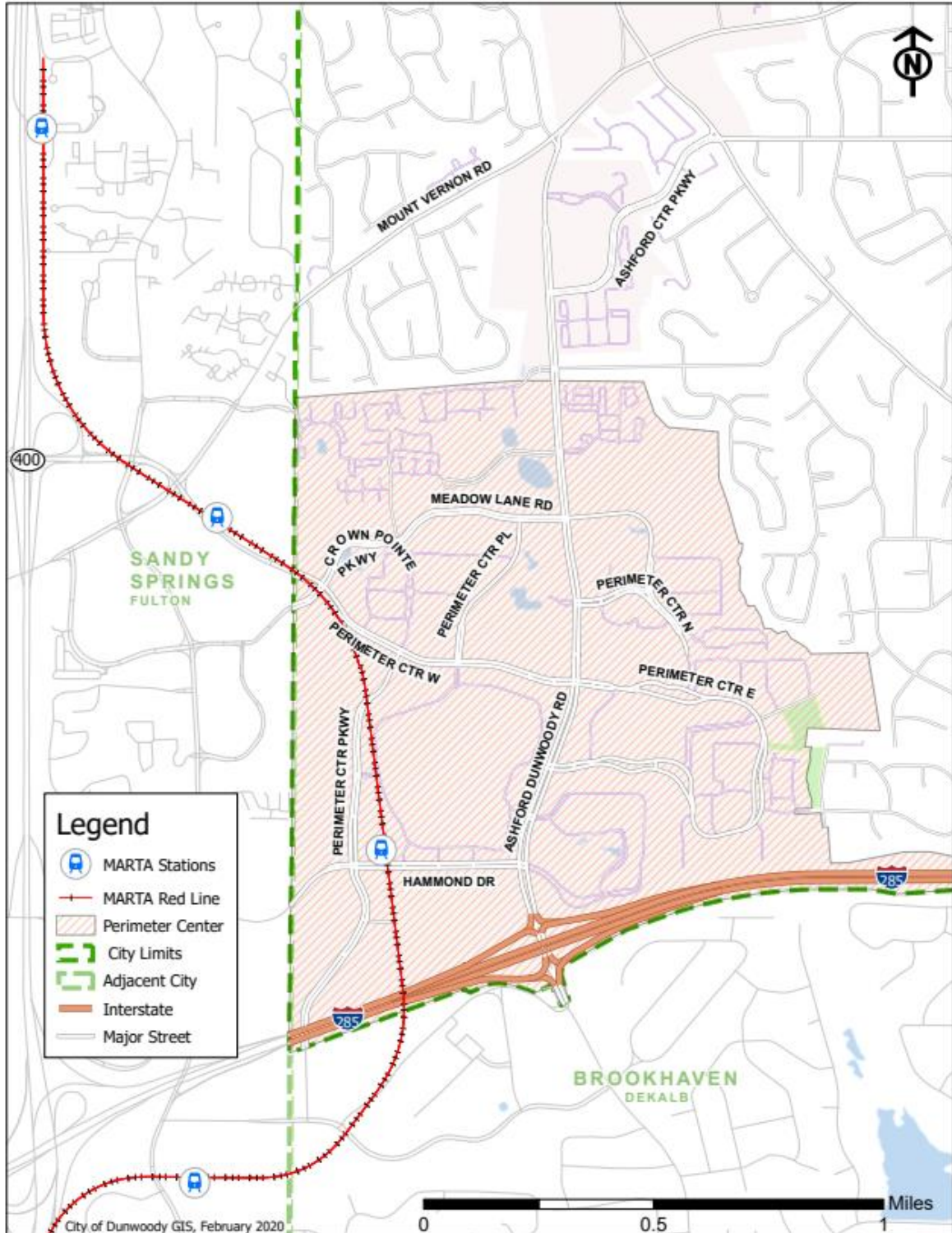
- Lack of greenspace, parks and community gathering spaces
- Inter-parcel connectivity / large suburban blocks / lack of road grid
- Balance the mixed-use commercial center with surrounding single-family neighborhoods
- Traffic congestion
- The district lacks a center
- Perimeter Mall
- Placemaking
- Lack of public school facilities/school overcrowding
- The community lacks a unified vision of how the market should grow

Opportunities

- New transportation investments to I-285 and Georgia 400
- Dunwoody MARTA Station
- Significant under-performing asphalt/redevelopment potential
- Perimeter Mall
- Future GDOT Express Lanes that could include a BRT component

Project Study Area

The project study area is a sub-district of the Perimeter Center Commercial Market and the core commercial market for the City of Dunwoody.



PART TWO – SCOPE OF SERVICES

General

The City of Dunwoody would like to develop a new vision for the future redevelopment of the Perimeter Dunwoody market that is shared by elected officials, the DeKalb board of the Perimeter CID, major property owners, governmental partners, and community stakeholders.

The City of Dunwoody and ARC anticipate the following outcomes from the study to be:

- Provide an updated vision that reflects current conditions and 20-year build out.
- Develop transportation investments that provide for safe movement of pedestrians, bicycles, and transit in, through and around the Perimeter LCI area.
- Develop case studies of comparable edge cities that provide real world examples of what the district could look like under chosen growth scenario.
- Develop a 3D GIS model of the growth scenario that is compatible with the City of Dunwoody's ESRI ArcGIS based System, and can be revised by city staff.
- Develop a Fiscal Impact Model for the city, county and school system that can be adjusted in future years and future economic conditions.

Scope of Services

Task 1 - Public Engagement:

Dunwoody understands that the success of this vision depends on the community's involvement in its creation, and as such expects a robust stakeholder and community engagement program. The goal of this task is to develop a local outreach process that promotes the involvement of all stakeholders in the study area. Given the polarization of the Dunwoody community between commercial and residential interests, especially in regard to school overcrowding and transportation issues, this task is of critical importance.

The public engagement process shall, at a minimum, include the following components:

- Project Management Team Meetings – While the Director of Economic Development will provide day-to-day guidance, the Project Management Team will provide guidance at critical junctures to the consultant team.
- Stakeholder Advisory Committee Meetings – Hold meetings as necessary with the Stakeholder Advisory Committee to provide feedback and adjustment to the scenarios described below to develop the shared vision of the Perimeter Dunwoody area.
- Technical Advisory Committee Meetings - Although most of the Technical Advisory Committee work will be done prior to the consultant team starting work, it may be helpful to check-in with the Committee periodically to gain insight on projections.
- Project information shall be uploaded to a project website to provide basic project information to the public along with project materials and meeting summaries.
- General Public Meetings:

The consultant will schedule at least two public open engagement opportunities, in a format determined by the project team, the following topics/milestones should be covered by the public engagement activities (at a minimum):

- Provide an overview of the study process, the goals of the study, key dates, and opportunities for public input.
- Solicit opinions on community needs, and vision on the future of the Perimeter Dunwoody Area.
- Seek input and consensus on preferred scenario.
- Virtual meetings and/or digital engagement activities can be used to meet the above activities.

The City is looking to the consultant team to propose *innovative public engagement strategies* beyond what has been identified in the RFP. The core reason this project is being undertaken is that the community is at odds due to the lack of a coherent vision that is based on realistic market dynamics. It is critical that a well thought out plan is in place to navigate the ensuing debate.

Task 2 - Scenario Development:

The goal of this task is to develop three future growth scenarios that can be used to examine land use and transportation impacts within the Perimeter Dunwoody area. This analysis and resulting recommendations should be coordinated with other completed studies, programs, developments, and organizations, and be supported with case studies from comparable edge cities with similar density and development patterns.

- At the onset of the process, the consultant will create three draft development scenarios for the Perimeter Dunwoody district for a 20-year period based on market forces and regulatory environment.
- The consultant will apply current development trends in Metro Atlanta and leading national suburban markets similar to Perimeter to forecast market-driven development patterns. A significant focus of the study will be on the appropriate mix of uses including office, retail, housing and hospitality, the impacts on infrastructure of each, the benefits, and obstacles to development.
- The consultant team will create a GIS Based 3-D model of each scenario that is compatible with Dunwoody's existing GIS system, which is on ESRI's ArcGIS platform.
- Each scenario will have a different Fiscal Impact Analysis over the 20-year period.
- Once the preferred vision scenario has been selected, the consultant team will identify transportation investments needed to support that scenario.

Task 3 – Preferred Scenario Selection

Scenario planning is based on the idea that to develop a plan for the future, we first need to know what we want the future to be. The consultant will propose a process to explore a range of planning choices and their potential outcomes with the Stakeholder Group, in effect “trying out” where the different scenarios might lead the community. The Scenario process will work down from the three scenarios to a “preferred growth scenario” – a vision of what the Perimeter Dunwoody Market will look like in 2040.

Task 4 - Project Deliverables:

The goal of this task is to compile the results of the overall work effort, the study process, relevant findings, and recommendations into a final plan document. The final study document shall include the following (not necessarily in this order):

- Existing Conditions (provided by Technical Advisory Committee)
- Existing and planned transportation infrastructure including transit proposals (provided by Technical Advisory Committee)
- Existing development entitlements (provided by Technical Advisory Committee)
- Existing and future school capacity (provided by Technical Advisory Committee)
- Description of Development Scenarios
- Description and visual representations of selected Case Studies
- Conceptual Massing Plans: provide a 3-D depiction of each development scenario that is compatible with Dunwoody's GIS System.
- Fiscal & Economic Impact Analysis: provide a fiscal impact to school system, county and city for each scenario. Identify impacts on economic output, jobs, tax revenue, increased costs, and population growth.
- Summary Narrative: Highly-graphic representation of the preferred development scenario along with a summary of stakeholder group discussions.
- Obstacles and supporting actions: List of identified obstacles and needed supporting actions for the selected scenario, including transportation improvements.

PART THREE – PROPOSAL FORMAT

Cost Proposal

The cost proposal should be submitted in a **separate**, sealed envelope from the technical proposal. The cost proposal should include a detailed budget including all labor and direct costs broken down by task. If the proposal includes recommended services beyond the scope listed, those should be called out separately as option services. The Project Team reserves the right to negotiate actual fees for the project following the consultant selection.

Technical Proposal

The technical proposal should be submitted in a sealed envelope. To aid in thorough and consistent review, the technical proposal shall be submitted on one-sided, 8.5 x 11 pages in no smaller than 10-point font and shall be clearly organized.

Project Approach – Each proposer shall provide with its proposal a summary Project Plan that describes the proposer’s approach to the successful implementation of the proposed services.

Team Qualifications – Each proposer shall document its staff, experience and qualifications by providing in its proposal a Staffing Plan describing the manner in which it plans to manage and staff the awarded contract, including the resumes of key and critical personnel, to successfully complete the project objectives on a timely basis and within the agreed upon budget. The Staffing Plan should include, at a minimum, the proposed project manager and key functional and technical team members and their related roles.

Project Experience – Each proposer shall provide three case histories of recent similar projects completed by the firm and/or project team.

Project Schedule – Each proposer shall provide a detailed project schedule corresponding to the proposed methodology and highlighting key tasks and milestones, including all public engagement activities.

Additional Materials – Each proposer may, but is not required to, include references, qualifications, resumes and any other materials deemed necessary but not provided otherwise. They should be clearly marked “Additional Materials.”

PART FOUR – SELECTION PROCESS

Selection Criteria & Weighting

The project team will review all proposals submitted. After reviewing the proposals, the team may, at its discretion, invite to interview and demonstrate performance (at proposer's expense at City offices) one or more proposers whose proposals appear to best meet the requirements stated in the RFP. Interview responses, and performance, along with the written proposal, will become part of the proposer's submission to be evaluated pursuant to the evaluation criteria. The City reserves the right to short-list proposers for further consideration.

Selection Criteria

The following are the evaluation criteria the Project Management Team will consider in determining which proposal is most advantageous to the community:

- Project Understanding and Approach
- Qualifications & Experience
- Interview
- Pricing

Criteria Weighting

The proposals will be ranked using the following allocation of points with the total eligible points being 100.

- Proposal / Project Approach: 30 points
- Qualifications of Team / Experience: 30 points
- Interview: 20 points
- Cost: 20 points

Selection Schedule

- Advertise RFP July 23, 2021
- Questions Due August 6, 2021
- Responses Provided August 13, 2021
- Proposals Due September 3, 2021
- Conduct Interviews September 20-24, 2021
- Award Contract October 1, 2021
- Begin Work November, 2021
- Project Completion October, 2022

Acceptance of Proposal and Contract Negotiations

The City and Project Management Team reserves and holds the following rights and options:

- To reject any and/or all submittals or portions of submittals
- To reject a sub-consultant
- To re-advertise if deemed necessary
- To interview candidates prior to making a selection
- To issue subsequent Requests for Qualifications or Request for Proposals

- To not negotiate or contract for the services
- To approve, disapprove, modify or cancel any of the scope of work to be undertaken

The contract for the work proposed in the RFP will be contracted through the City of Dunwoody. The City will negotiate the terms of the contract with the consultant(s) submitting the top-ranked response(s) or another ranked choice should negotiations with the top-ranked consultant fail. The City will not reimburse any costs incurred prior to a formal notice to proceed should a contract be awarded.

Equal Opportunity

The City of Dunwoody strongly encourages the solicitation of interest from Disadvantaged Business Enterprises (DBE). Any selection made as a result of this notice will be made without regard to race, color, religion, sex, or national origin. DBE requirements are governed by 49 CFR Part 26, Regulations of the U.S. Department of Transportation. The DBE goal for this project contract will be 17.61%. Firms must demonstrate or indicate how they plan to meet this goal.

INSURANCE REQUIREMENTS

Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - Bodily Injury by Accident - \$1,000,000 each accident
 - Bodily Injury by Disease - \$1,000,000 policy limit
 - Bodily Injury by Disease - \$1,000,000 each employee
2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
Owner's and Contractor's Protective
 - (b) Blanket Contractual Liability
 - (c) Blanket "X", "C", and "U"
 - (d) Products/Completed Operations Insurance
 - (e) Broad Form Property Damage
 - (f) Personal Injury coverage
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, and hired vehicles
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above
5. The City of Dunwoody, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Dunwoody and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read:

City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

PROPOSAL FORM

RFP 21–10 Edge City 2.0 A Shared Development Vision for the Perimeter Dunwoody District

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Proposer, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City's evaluation or consideration thereof.

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents (available at <https://www.dunwoodyga.gov/business/doing-business-with-the-city/procurement-opportunities>) and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the City (properly completed in accordance with said Proposal Documents), and the Contract Documents for **RFP 21-10 Edge City 2.0 A Shared Development Vision for the Perimeter Dunwoody District** Contract for the City Economic Development Department at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Proposer, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Proposer the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Proposer under section 10 of the Instructions to Proposers if the Proposer withdrew or attempted to withdraw its Proposal.

The Proposer further agrees, if it fails to complete the work according to the Specification within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price otherwise payable to the Proposer.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Solicitation Documents (identified by number)

| Addendum No. | Date | Addendum No. | Date | Addendum No. | Date |
|--------------|-------|--------------|-------|--------------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |

It shall be the responsibility of each Proposer to visit the City Purchasing Department’s website to determine if addendum(s) were issued and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Proposer from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

Company
Name: _____

Work is to commence on or about November 1, 2021.

The City of Dunwoody requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the City to declare bid non-responsive.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Consultant’s default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City’s rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City’s termination of this agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

The Proposer agrees to provide all work described in this document.

Legal Business Name _____

Federal Tax ID _____

Address _____

Does your company currently have a location within the City of Dunwoody? Yes ____ No ____

Representative Signature _____

Printed Name _____

Telephone Number _____

Fax Number _____

Email Address _____