

_____, 2020

RE: REQUEST FOR PROPOSAL-BASED SELECTION FOR DEVELOPMENT OF A 67-ACRE SITE IN SAVANNAH, GEORGIA, THROUGH A PUBLIC-PRIVATE PARTNERSHIP

Dear Sir or Madam:

The City of Savannah (City) is seeking qualifications from person(s), joint ventures or other legal entities that are interested in a long-term lease, and/or land disposition agreement which is mutually beneficial to the City of Savannah and the developer. This is to develop a tract in Savannah, Georgia, known as *The Fairgrounds Property located at 4801 Meding Street*. While the Mayor and Council of the City of Savannah have previously considered the property for multi-family housing, a soundstage, recreation, small commercial, and a mix of the prior considerations, the City is offering to co-develop the property for purposes that benefit public use and private investment. It is expected that the designated co-developer will prepare and present a Master Plan that will be acceptable to the City to guide future development as well as a Development Agreement that designates the City's and Developer's responsibilities.

The City believes the property can best be co-developed under a P3 approach. This will serve as a catalyst, and publicly-owned land will be offered either fee simple or through long-term lease. The City is willing to consider implementing several incentives for development, including but not limited to:

- Designation of an Enterprise Zone that offers a graduated tax abatement schedule and waiver of fees and licenses.
- Designation as a Military Zone to enable a \$17,500 per job state income tax credit over five years for newly-created employment.
- Designation of a Tax Allocation District to fund infrastructure improvements, greenspace and other public assets.
- Planned Unit Development
- Designation of a Community Improvement District to fund infrastructure improvements and other uses authorized by Georgia law.
- Use of a Special Tax District to fund public improvements.

- Consideration of waivers for utility connection fees.
- Bond Financing & other Economic Incentives.
- Music tax credits (State of Georgia)
- Cash rebates for feature films and televisions series for qualified productions.
- Relocation expenses reimbursement of up to \$2,000 per household for qualified moving expenses for qualified applicants related to film production.

CITY believes this public-private partnership will serve as a catalyst for increased benefits for the community by increasing employment, recreational opportunity and public revenues, and offers an incentive package for development.

Submittals are due _____, **2020, NO LATER THAN 1:30 P.M., LOCAL STANDARD TIME (LST).** Packages must be received before the deadline to.

The City appreciates your considering this Request for Proposals (RFP) and looks forward to receiving your response.

Sincerely yours,

**INVITATION FOR
REQUEST FOR PROPOSALS
QUALIFICATION-BASED SELECTION FOR DEVELOPMENT
OF A 66.5-ACRE SITE IN
SAVANNAH, GEORGIA,
THROUGH A PUBLIC-PRIVATE PARTNERSHIP
CITY OF SAVANNAH**

DOCUMENT CHECK LIST

The following documents, when marked, are contained in and made a part of this Package or are required to be submitted with the proposal. It is the responsibility of the Submitter to read, complete and sign, where indicated, and return these documents with his/her Proposal. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE SUBMITTAL.

X GENERAL INFORMATION

X SUBMITTAL

X SIGNED CERTIFICATIONS

A PROMISE OF NON-DISCRIMINATION

B DISCLOSURE OF RESPONSIBILITY

C ATTESTMENT OF UNDERSTANDING INSTRUCTIONS

X LEGAL NOTICE

The undersigned Submitter certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her bid.

BY: _____
SIGNATURE

DATE

TITLE

COMPANY

[Signature pages also required in Attachments]

DATE: xxxxxxx, 2020

GENERAL INFORMATION FOR REQUEST FOR QUALIFICATIONS

This is an invitation to submit a statement of qualifications, experience and financial capability to develop film & video soundstages, music studios, production offices, commercial retail, and recreational uses that are compatible on the land that the City of Savannah owns. The successful development team shall develop a master plan for the 66.5-acre site. The subject property is currently zoned CR (recreational conservation). The City recognizes an alternative highest and best use of the property may require a rezoning and will consent to the Submitter applying to the Chatham Savannah Metropolitan Planning Commission to re-zone the property consistent with the awarded proposed use, but the City will not guarantee the result of such an application.

Sealed packages are due xx, 2020 NO LATER THAN 1:30 P.M., LOCAL STANDARD TIME (LST), at the City of Savannah, Purchasing Office, located at the Coastal Georgia Center, 305 Fahm Street, Savannah, Georgia 31401.

This document provides general and specific information for submitting a statement of qualifications, experience and financial capability for the purposes herein described. All submissions are governed by CITY’s procurement policies and Georgia law governing lease of public property by a municipality. Instructions for preparation and delivery of submittals are contained in this Request for Proposals (RFP) package. Please note that specific instructions and format are outlined in Section II of the proposal.

CITY abides by an equal opportunity procurement policy. CITY seeks to ensure that all segments of the business community have access to providing services needed by the CITY’s programs. CITY provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap.

SECTION 1: WHY A P3 STRUCTURE TO DEVELOP THE FAIRGROUNDS PROPERTY.

SECTION 2: INSTRUCTIONS FOR SUBMITTING A STATEMENT OF EXPERIENCE, QUALIFICATIONS AND FINANCIAL CAPABILITY

SECTION 3: HOW SUBMISSIONS WILL BE EVALUATED

SECTION 4: GENERAL REQUIREMENTS FOR SUBMISSIONS

SECTION 5: CONTRACTUAL REQUIREMENTS FOR DOING BUSINESS WITH CITY

ATTACHMENTS:

A PROMISE OF NON-DISCRIMINATION (requires signature)

B DISCLOSURE OF RESPONSIBILITY (requires signature)

C ATTESTMENT OF UNDERSTANDING INSTRUCTIONS (requires signature)

D DBE Forms: Participation is strongly encouraged

1. Non-discrimination statement (Section 01310-3)

2. Proposed schedule of disadvantaged business enterprise participation

(Section

01310-4)

3. Documentation of Good Faith Efforts (Submit only if the goals are not met)

E LOCAL BUSINESS PARTICIPATION

SECTION 1

WHY A P3 STRUCTURE FOR DEVELOPMENT OF THE FAIRGROUNDS PROPERTY

- 1.1 DESCRIPTION AND OBJECTIVES:** The Mayor and Aldermen of the City of Savannah (CITY), a municipal corporation chartered under the laws of the State of Georgia, seeks qualifications from person(s), joint ventures or other legal entities that are interested in a public-private partnership (P3) to develop a 66.5-acre tract in Savannah, Georgia, known as *The Fairgrounds Property*. While the Mayor and Council of the City of Savannah have previously considered various uses of the property, including multi-family housing, film and television soundstages, music studios, recreation, small commercial, and a mix of the prior considerations, the City is offering to co-develop the property for purposes that benefit public use and private investment. It is expected that the designated co-developer will prepare and present a Master Plan acceptable to the City to guide future development as well as a Development Agreement that designates the City's and Developer's responsibilities. The project may be completed in multiple phases. The Economic Impact shall be a high priority in responding to this Request for Proposal (RFP) for the City of Savannah.

The Fairgrounds Property totals 67 acres near the Tatemville Community. It is zoned C-R with Property Identification Number 2-0108-01-001. Of the 67 acres, 40 acres remains within a flood plain. The balance of the property remains outside of the floodplain. The City's due diligence includes an ALTA survey and Phase I environmental study, which will be made available.

The successful P3 Development Team will show demonstrated ability in the following areas:

- Experience in developing, constructing and managing of film/television sound stages, music studios, and production offices.
- Proven experience in developing a master plan in urban communities and development of the proposed commercial, retail and recreational uses.
- Demonstrate economic impact with measurable outcomes.
- Submit a detailed plan for community engagement.
- Inclusion of a workforce development plan for job creation and business development opportunities.

SECTION 2
INSTRUCTIONS FOR SUBMITTING A STATEMENT OF
EXPERIENCE, QUALIFICATIONS AND FINANCIAL CAPABILITY

- 2.1 HOW TO PREPARE A SUBMITTAL:** All Submittals shall be typewritten, signed by the business owner or authorized representative. ALL SIGNATURE SPACES REQUIRED BY THIS DOCUMENT MUST BE SIGNED.

Submitters are encouraged to review carefully all sections, provisions and attachments of this document prior to submission. Each submittal constitutes an offer and may not be withdrawn except as provided herein.

- 2.2 FORMAT:** To be considered, Submitters must provide a complete response to this RFP. The format provided in this Section is not negotiable. To ensure a uniform review process and obtain the maximum degree of comparability, each Submittal will follow the required order and provide the required in an 8-1/2" x 11" bound document. The information will be tabbed according to each requested section.

- A. Introduction/Executive Summary
- B. Business Profile
- C. Experience
- D. Qualifications/Project Team
- E. Financial Capability
- F. References
- G. Appendix

A. ***INTRODUCTION/EXECUTIVE SUMMARY:*** The Introduction Letter and Executive Summary shall be limited to no more than four (4) single-spaced typewritten pages. The Executive Summary should provide a summary of the Submitter's ability to meet and exceed the RFP's requirements and why the proposal should be considered. This introduction must include the name, address, telephone number, and email address of one contact to whom any correspondence should be directed.

B. ***BUSINESS PROFILE:*** In this section, Submitters will describe their business organization, company officers, and the principals who will serve major roles. If the firm has multiple offices, the RFP shall include information about the parent company and identify branch offices that will be responsible for the day-to-day work. The profile should include form of ownership, number of years in business, organizational structure of the development team, years of relevant experience for key development team members in related uses such as film/TV/music, commercial, recreational and retail.

- C. **EXPERIENCE:** In this section, the proposers will provide a list of the related film, television, music, video and sound stage productions, offices including construction credits, studio operations, marketing and training. List any demonstrated experience in the film/TV/music industry that will contribute to the successful implementation of the project during the past ten (10) years including location, size and innovative approaches.
- D. **QUALIFICATIONS/PROJECT TEAM:** In this section, list three (3) examples of Relative Projects that demonstrate the team members' experience in developing commercial/retail/recreational/entertainment, music, and film industry.

In addition, the Submitter should include an implementation plan based on its start date. The implementation plan should include action items, timeline and responsibility parties.

- E. **FINANCIAL CAPABILITY:** In this section, Submitter will present written confirmation of its financing sources for the implementation of the project.

At the discretion of the CITY, the successful Submitter may be required to provide a performance (surety) bond to insure the successful performance under the terms and conditions of the Development Agreement negotiated between the successful proposer and CITY.

- F. **REFERENCES:** Provide five (5) references, to be contacted. Preference should be given to references noted for projects listed under experience.

- G. **APPENDIX:** The Appendix provides space for any supplementary materials which the Submitter believes will add merit to its Submittal. This section should not be filled with general marketing materials not relevant to this RFP.

2.3 DELIVERY: Each Submission must be presented in one (1) original and four (4) copies to:

City of Savannah
Purchasing Department
315 Fahm Street
Savannah, Georgia 31401

Technical questions relating to Submissions may be directed by mail, telephone or email to:

City of Savannah
Purchasing Department
315 Fahm Street
Savannah, Georgia 31401

Telephone:
Email:

- 2.4 **PROJECTED TIMETABLE:** The following projected timetable should be used as a working guide for planning purposes. CITY reserves the right to adjust this timetable as required during the course of the RFP process:

Event:

Date:

RFP Issued and Advertised
Deadline for Submitting Any Protests
Proposal Submission Deadline
Evaluations & Interviews (Task Force)
Recommendation to City Council For Successful Proposer
Negotiate Term Sheet/Terms
Draft and Finalize Development and Lease Agreement

- 2.5 **ADEQUACY AND ACCURACY:** The professional and technical adequacy and accuracy of designs, drawings, specifications, documents and other work products furnished by the Developer in the Development Agreement, will be conducted in a manner generally accepted by the profession.

- 2.6 **CONFIRMATION OF ACCEPTANCE**—Submitter will submit written confirmation as acceptance of the following:

A. Submitter agrees CITY will not accept Submissions from any company, firm, person or party, parent or subsidiary against which CITY has an outstanding claim, or a financial dispute relating to prior contract performance with CITY. At any time, CITY discovers such a dispute during any point of evaluation, the Proposal will not be considered further.

B. Submitter agrees to provide a statement of disclosure with sufficient detail about any relationship, especially financial, between members of the Submitter's firm and any CITY members, employees or their family members. This will allow CITY to evaluate possible conflicts of interest. However, it will remain at CITY's discretion whether the extent of conflict of interest remains substantial to disqualify any proposal.

See Attachment B for the applicable signature page.

SECTION 3 HOW SUBMISSIONS WILL BE EVALUATED

- 3.1 EVALUATION FACTORS:** Factors such as Submitter’s relevant and successful experience, especially past performance; qualifications, especially project team’s technical competence; financial capability; and quality of references will be considered in the recommendation to the CITY for the award of a Development and Lease Agreement.
- 3.2 SELECTION PROCESS:** *Submissions will be evaluated on the basis of the written document. Thus, the submission must be complete, concise and clear as to the intent of the respondent.* Regardless of a Submitter’s prior work, CITY will not assume experience, qualifications or financial capability, and the Submission must follow the format for a fair evaluation. A Submittal that follows a boiler-plate format and does not specifically demonstrate responsiveness to CITY’s goals and requirements will be down-graded or disregarded as non-responsive. After the CITY completes its evaluation and initial scoring, further evaluation may include an oral presentation (at CITY’s discretion).
- 3.3 FORMAT AND EVALUATION CRITERIA:** To maintain competitiveness and to ease evaluation of responses to the RFP, Submissions must be responsive to the following and presented in the format and order shown below. All Submissions will be presented in a 8-1/2" x 11" bound document. The information will be tabbed according to each requested section.
- A. Introduction/Executive Summary
 - B. Business Profile
 - C. Experience
 - D. Qualifications/Project Team
 - E. Financial Capability
 - F. Economic Impact
 - G. References
 - H. Appendixes

Proposals will be evaluated according to the following criteria and weight.

- A. Relevant experience and capabilities (20 points)
- B. Team experience and qualifications (30 points)
- C. Financial capability (15points)

- D. Economic impact (10 Points)
- E. References (5 Points)
- F. DBE Participation (15 Points)
- G. Local Vendor (qualified by City definition—5 Points)

0 Points: Criterion was not addressed in the response or the material presented was totally without merit. Excessive boilerplate did not address requirements.

1-2 Points: Criterion was addressed minimally and/or the response indicated little understanding of the project goals, lack of experience, or lack of capability. Boilerplate presentation intended for general marketing.

3-4 Points: Criterion was addressed minimally, and/or the response indicated some understanding of project goals, some experience with similar projects but limited or unsuccessful, or some capability.

5-6 Points: Criterion was addressed adequately and the response indicated a basic understanding of project goals, and at with least one (1) cited successful demonstrating development, construction, marketing and/or management of sound stages, film, production offices, and/or commercial, recreational, retail, or other uses.

7-8 Points: Criterion was addressed and the response indicated some superior outcomes with one to two (1-2) successful projects demonstrating development, construction, marketing and/or management of sound stages, film, production offices, and/or commercial, recreational, retail, or other uses.

9-10 Points: Criterion was addressed in an exceptional fashion and the submittal cited three (3) or more successful projects demonstrating development, construction, marketing and/or management of sound stages, film, production offices, and/or commercial, recreational, retail, or other uses.

3.4 METHODOLOGY: The procurement described within this document will follow a Request for Proposals through a Quality-Based Selection process. This will be a two-step process, as follows:

STEP 1 -- ACCEPTANCE AND EVALUATION OF SUBMISSIONS: All technical requirements, unless otherwise specified, must be met by the Submitter or its Submittal will be disqualified as being non-responsive. The goal of Step 1 will be to accept, evaluate and score Submissions of qualifications, experience and financial capability that can meet technical requirements.

A. In the interest of a fair, objective and competitive process, CITY will accept

all qualified Submittals and give them complete and impartial consideration.

B. Any Submittal which does not meet all technical requirements may be disqualified as being non-responsive.

C. Submittals which are deemed to be incomplete as to substance and content may be returned without consideration. Submissions that are not accepted will be promptly notified that they are not being further considered and why.

D. Evaluation and ranking Submittals will be done through a committee evaluation based on established technical criteria as described above. Interviews may be required as deemed necessary by the CITY.

STEP 2 – NEGOTIATION OF DEVELOPMENT AGREEMENT: CITY will notify the highest-ranked Submitter and begin negotiations. As the basis of a Development Agreement, CITY and the highest-ranked Submitter will negotiate a term sheet which outlines development requirements and standards. If a satisfactory agreement cannot be reached, CITY will then enter negotiation with the second-highest ranked firm, and etc.

3.5 DISCRETION: CITY shall have sole discretion in evaluating Submissions.

3.6 ERRORS IN SUBMISSIONS: Submitters or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting a statement of qualifications, experience and financial capability. Failure to do so will be at the Submitter's own risk.

SECTION 4 REQUIREMENTS FOR SUBMITTALS

4.1 HOW TO SUBMIT: A submittal shall be:

A. Submitted in a sealed opaque envelop, plainly marked with the RFP title, due date and time of deadline for submission, and company name.

B. Delivered as follows below in sufficient time to ensure receipt by CITY on or before the time and date specified above.

Hand Delivery: CITY

Carrier Delivery: CITY

CITY will not accept Submittals by email, fax, telegraph or in any other electronic format.

4.2 SUBMISSION DEADLINE: The response to this RFP must be received at CITY per instructions by no later than XXXXXXXXXXXXXXXXXXXXXXX. Any proposal received after the time stipulated will be rejected and returned to the offeror. CITY may, for good and sufficient reason, extend the response deadline, in which case all Submitters will receive an addendum setting forth the new date and time.

SUBMITTALS RECEIVED BY CITY AFTER THE TIME AND DATE SPECIFIED WILL NOT BE OPENED NOR CONSIDERED.

4.3 SUBMITTER: Whenever the term "Submitter" is used it shall encompass the "person," "business," "firm," or other party submitting a statement of qualifications, experience and financial capability to CITY in such capacity before an agreement has been entered into between such party and the CITY. In lieu of Submitter, this document may refer to same as "Offeror."

4.4 QUALIFICATION OF BUSINESS (RESPONSIBLE SUBMITTER): A responsible Submitter is defined as one who meets, or by the date of the acceptance can meet, all requirements for licensing, insurance, and development contained within this RFP. CITY has the right to require any or all Submitters to submit additional documentation of the ability to perform the development of facilities as requested.

CITY has the right to disqualify any Submitter as being non-responsive or non-responsible whenever such Submitter cannot document the ability to deliver the facilities as requested in this RFP.

4.5 COST TO PREPARE SUBMITTALS: CITY assumes no responsibility or obligation to Submitters and will make no payment for any costs associated with the preparation or submission in response to this RFP.

4.6 STANDARDS FOR ACCEPTANCE OF SUBMITTALS FOR CONTRACT AWARD: CITY reserves the right to reject any or all Submittals and to waive any irregularities or technicalities in Submittals whenever such rejection or waiver is in the best interest of CITY and consistent with Georgia law. CITY also reserves the right to reject any Submittal should an investigation or reference check shows a Submitter has previously failed to perform properly or complete agreements on time of a similar nature, or that the Submitter is not in a position to perform the contract.

4.7 MULTIPLE SUBMISSIONS: No Submitter will be allowed to submit more than one submission under this RFP.

4.8 SUBMITTALS TO BE FIRM: The Submitter warrants that terms and

conditions quoted in the Submitter's offer will be firm for acceptance for a period of sixty (60) days from date submitted, unless otherwise stated in the proposal.

- 4.9 COMPLETENESS:** All information required by the RFP must be completed and submitted to constitute a proper submittal.
- 4.10 REJECTING SUBMISSIONS:** CITY reserves the right to reject any or all Submissions and is not bound to accept any submission if that submission is contrary to the best interests of CITY, as determined by CITY's City Manager. Similarly, as a Quality Based Selection, CITY will evaluate qualifications, experience and financial capability within the terms that best meet CITY's goals and objectives and negotiate a Development and Lease Agreement accordingly.
- 4.11 COMPLIANCE WITH LAWS:** The Submitter shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state, county, or municipal statute, ordinances and rules during the performance of any contract between the Submitter and CITY. Any such requirement specifically set forth in any contract document between the Submitter and CITY shall be supplementary to this section and not in substitution thereof.
- 4.12 SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the Submitter but shall put the Submitter on notice as to inquire of or identify the same to CITY.
- 4.13 WITHDRAWAL OF SUBMISSIONS:** A Submission may be withdrawn by written request received by CITY before the time fixed for receipt of Submittals. Withdrawal of a Submittal will not prejudice the right of the Submitter to submit a new Submittal, providing the Submitter meets the established deadline.
- 4.14 CONFIDENTIALITY OF DOCUMENTS:** Upon CITY's receipt of a Submittal, the Submittal shall become the property of CITY without compensation to the Submitter, for disposition or usage by CITY at its discretion unless the document or its contents can qualify under Georgia law as "proprietary" or "trademark" information. CITY will make a good faith effort, but in consideration of legal requirements under Georgia's Public Records Law, to maintain the confidentiality of each Submittal until final award of the Development and Lease Agreement, which will be made public.
- 4.15 PROCUREMENT PROTESTS:** Objections and protests to any portion of the procurement process or actions of CITY's staff may be filed with CITY for review and resolution. CITY's procurement policies shall govern the review and resolution of all protests (as hereinafter stated).
- 4.16 HOW TO SUBMIT AN OBJECTION:** Objections from Submitters to this RFP

and/or these specifications should be presented by written letter and delivered to CITY at least 48 hours prior to the deadline for submittals. Objections must pertain both to form and substance of the RFP documents. CITY will give due consideration to any objection. Failure to object in accordance with the above procedure will constitute a waiver on the part of any business to protest this RFP. Should CITY determine the validity of the objection, any submittals received will remain unopened and returned. Depending upon the type of objection, CITY may amend its requirements and allow each submitter to amend its proposal or CITY may begin the process anew.

- 4.17 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS OR REQUIREMENTS:** It is the Submitter's responsibility to review the entire RFP packet and to notify CITY if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or procurement procedures must be received prior to the noted deadline, which is 48 hours prior to the delivery deadline for Submissions.
- 4.18 EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of the Development Agreement, the Developer/Lessee agrees as follows: The Developer/Lessee will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status.
- 4.19 DEBARRED FIRMS AND PENDING LITIGATION:** Any potential Submitter listed on the Federal or State of Georgia Excluded Parties Listing (barred for doing business) will not be considered for award of Development and Lease Agreement. Submitters shall disclose any record of pending lawsuits, criminal violations and/or convictions, etc., and shall not have conflicts of interest. Any Submitter previously defaulting or terminating a contract with CITY will not be considered. A Statement of Disclosure must be provided with the Submittal (see Attachment B).
- 4.20 LIABILITY PROVISIONS:** Where Submitters are required to enter or go into CITY property to take measurements or gather other information in order to prepare the statement of qualifications, experience and financial capability as requested by CITY, the Submitter shall be liable for any injury, damage or loss occasioned by negligence of the Submitter, his agent, or any person the Submitter has designated to prepare the Submittal and shall indemnify and hold harmless CITY from any liability arising therefrom.
- 4.21 ATTESTMENT:** The Submitter certifies that he/she/it has carefully read the preceding list of instructions and all other information applicable hereto and made a part of this invitation; and, and that any exception taken thereto may disqualify the Submitter's Proposal. [SIGNATURE PAGE AS ATTACHMENT C]

- 4.22 **AWARD OF CONTRACT:** A contract will be awarded to the responsible Submitter whose proposal will be most advantageous to the CITY. The recommendation will be submitted to CITY COUNCIL for its approval.

SECTION 5 CONTRACTUAL REQUIREMENTS FOR DOING BUSINESS WITH CITY

- 5.1 **CONTRACT:** The selected P3 Development Team will be expected to approve the terms of a Development Agreement prior to the City Council's approval. Upon award of an Agreement, the Developer shall be bound to deliver services on the terms and conditions of this document. As well, CITY shall be bound on the said terms and conditions to meet its obligations as described herein. The P3 Development Team and CITY agree that as the Agreement progresses, minor technical adjustments may be necessary. **TIMELY DELIVERY OF SERVICES IS OF THE ESSENCE.**
- 5.2 **CONTRACTOR/LESSEE:** Contractor or subcontractor means any person, firm, or business having a written agreement with CITY. For purposes of a Development Agreement, the person, firm or business will be a Developer. Whether Contractor or Developer, the person, firm or business agrees to follow equal employment opportunity practices in connection with the awarded agreement as more fully specified in the contract documents.
- 5.3 **TERM OF THE AGREEMENT:** Georgia Law authorizes CITY to enter into agreements for terms restricted under state law. At its discretion, the City enter a third-party agreement with a public authority to effect longer terms than provided by state law.
- 5.4 **PERFORMANCE AND APPROVAL OF SUB-CONTRACTORS:** The Developer will perform as an independent Contractor and not as an agent nor employee of CITY. Joint ventures and sub-consultant arrangements are not prohibited; however, the Developer shall secure written permission from CITY before subcontracting or subleasing any part of this service with subcontractors or subtenants not identified in the Development Agreement.
- 5.5 **COUNTY BUSINESS LICENSE REQUIREMENT:** A current City of Savannah or Chatham County business license (within the State of Georgia) is required. A person, company or firm need not have a business license prior to its submission; however, a business license must be obtained by the successful Submitter prior to execution of a Development Agreement.
- 5.6 **INSURANCE PROVISIONS:** The selected P3 Development Team shall be required to procure and maintain, for the duration of the agreement, insurance

against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement hereunder by the Developer, the Developer's agents, representatives, employees or subcontractors. The cost of such insurance shall be borne and upheld by the Developer.

5.6.1 The Developer assumes responsibility to provide CITY with current and updates of Certificates of Insurance during the term of the contract. Failure to do so may be cause for termination of the Development Agreement.

5.6.2 General information which must appear on a Certificate of Insurance:

- A. Name of Producer (Developer's insurance broker/agent).
- B. Companies affording coverage (there may be several).
- C. Name and address of the insured (this should be the Developer).
under contract to CITY.
- D. Summary of all current insurance for the insured, including effective dates.
- E. A brief description of the tenancy by Developer will be performing.
- F. Certificate Holder, including naming CITY.

MINIMUM LIMITS. Minimum Limits of Insurance which the Developer shall maintain for the duration of the Agreement:

- A. *Commercial General Liability:* Minimum limits of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- B. *Business Auto Liability:* \$1,000,000 Combined Single Limit per accident for bodily injury and property damage. Coverage should be written on an "Any Auto" basis.
- C. *Worker's Compensation* covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employer's Liability with a minimum limit of \$500,000 for each accident.

5.7 ADDITIONAL COVERAGE: Additional coverage which will be may be required for later specified professional service contracts and also which the Developer should bear and fund:

- A. *Professional Liability:* Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals and consultants.
Minimum limits: \$1 million per claim/occurrence.
Coverage Requirement: If "claims-made," retroactive date must precede
date or the date of the Notice to Proceed.

- 5.8 INDEMNIFICATION:** Upon execution of a Development Agreement, the Developer will agree to indemnify CITY, its board members, officers, and employees from and against liability or claims for damages, losses or expenses, including reasonable attorneys' fees and expenses, arising out of or in any way related to Developer's possession of or activities on the leased property.
- 5.9 TERMINATION OF CONTRACT:** Should CITY enter a Development Agreement, CITY may, by giving written notice to the contractor at issue, terminate the agreement with the contractor for default.
- 5.10 NOTICE TO PROCEED:** The successful Submitter shall not commence work under this RFP until the CITY COUNCIL approves a written Development Agreement and CITY's City Manager executes all required documents. If the successful Submitter commences any work or delivers items prior to receiving official notification of execution of documents, the Submitter does so at Submitter's own risk

**DISADVANTAGED BUSINESS EMPLOYMENT PROVISIONS
(DBE)**

The City of Savannah actively encourages employment and participation of small and disadvantaged businesses in all City contracts. Attention of proposers is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, subcontracts, and opportunities for project area residents.

It is the policy of the City of Savannah that disadvantaged business enterprises (DBEs) be given a fair opportunity to participate in the performance of services for the City, and that prime contractors utilize DBE subcontractors and suppliers to the fullest extent possible consistent with the efficient performance of the contract. The City of Savannah has established a 20% DBE goal for this project.

In order to determine compliance, proposers shall submit the following completed documents in a separate sealed envelope clearly marked with the bid number, project name and number and marked (Section 1310 Disadvantaged Business Employment Provisions) with their proposals.

1. Non-discrimination statement (Section 01310-3)
2. Proposed schedule of disadvantaged business enterprise participation (Section 01310-4)
3. Documentation of Good Faith Efforts (Submit only if the goals are not met)

EXHIBIT 1: SURVEY AND ALTA SURVEY





