

**CITY OF ALPHARETTA  
INDICATION OF INTEREST (IOI)  
(THIS IS NOT AN ORDER)**



Finance Department  
2 Park Plaza  
Alpharetta, GA 30009  
P: (678) 297-6052  
F: (678) 297-6093  
[purchasing@alpharetta.ga.us](mailto:purchasing@alpharetta.ga.us)

**IOI TITLE:** PERFORMING ARTS CENTER INDICATION OF INTEREST

**IOI #:** 17-1008

**IOI RESPONSE DUE DATE/TIME:** \_\_\_\_\_

**IOI ISSUE DATE:** \_\_\_\_\_

**NUMBER OF PAGES:** \_\_\_\_\_

**CONTACT INFORMATION**

**Procurement Agent and IOI Contact:** Debora Westbrook

City of Alpharetta  
Finance Department  
Budget & Procurement Team  
2 Park Plaza  
Alpharetta, GA 30009

Phone: 678-297-6052  
FAX: 678-297-6093  
Email: [purchasing@alpharetta.ga.us](mailto:purchasing@alpharetta.ga.us)  
Website: <https://www.ebidexchange.com/alpharetta>

**INSTRUCTIONS TO CONTRACTORS** CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES: MON-THURS 8:30 AM – 5:00 PM;  
FRI 8:30 AM – 4:30 PM

**RETURN SEALED INDICATION OF INTEREST TO:** **EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST NOTE:**

CITY OF ALPHARETTA  
FINANCE DEPARTMENT  
CITY HALL 1ST FLOOR GREETER STATION  
2 PARK PLAZA  
ALPHARETTA, GA 30009  
ATTN: DEBORA WESTBROOK

Offeror's Name and Address  
IOI Title & Number as noted on top of this page  
IOI Due Date & Time as noted on top of this page  
(or as may be changed by Official Written Addendum)

**SPECIAL INSTRUCTIONS:** \_\_\_\_\_

**THIS PAGE MUST BE COMPETED, SIGNED, AND RETURNED WITH EACH RESPONSE**

By signing and returning this form with an Indication of Interest, the authorized signer and represented firm have read, understand, and agree to information within this IOI:

Firm/Contractor Name: \_\_\_\_\_

Firm/Contractor Mailing Address: \_\_\_\_\_

Firm/Contractor Phone Number(s): \_\_\_\_\_

Firm/Contractor FAX Number(s): \_\_\_\_\_

Email Address for Contractor's Contact: \_\_\_\_\_

Authorized Contractor Signature: \_\_\_\_\_

Printed Name of Signer: \_\_\_\_\_

Contractor Federal I.D. Number: \_\_\_\_\_

Contractor DUNS Number: \_\_\_\_\_

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DRAFT

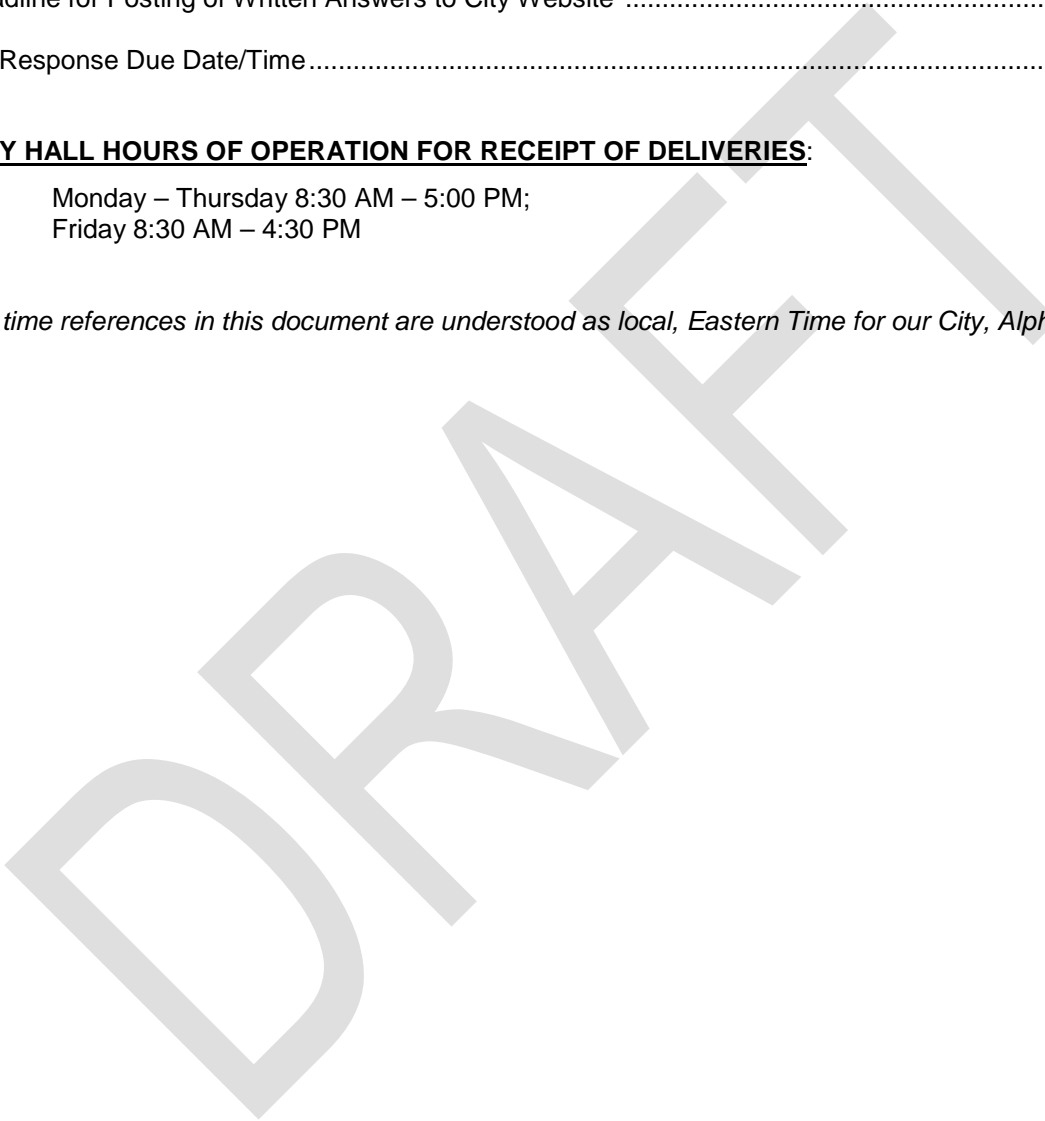
**SCHEDULE OF EVENTS**

<u>EVENT</u>	<u>DATE</u>
IOI Issue Date .....	(insert date)
Deadline for Receipt of Written Questions .....	(insert date)
Deadline for Posting of Written Answers to City Website .....	(insert date)
IOI Response Due Date/Time .....	(insert date)

**CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:**

Monday – Thursday 8:30 AM – 5:00 PM;  
Friday 8:30 AM – 4:30 PM

*(All time references in this document are understood as local, Eastern Time for our City, Alpharetta, GA.)*



## PROJECT OVERVIEW

The City of Alpharetta (the "City"), with the support of the Alpharetta Convention and Visitors Bureau, engaged the firm of Johnson Consulting to study the market and economic feasibility of developing a Performing Arts Center in Alpharetta. Based on the results of this study, together with input from the Executive Director of the Athens Classic Center, the City is considering the establishment of a public/private partnership for the purpose of developing, owning and operating a Performing Arts Center (the "Project") in Alpharetta.

The Project is proposed to be a 1,400 seat fully equipped theater with Stage, Proscenium, Fly Loft, and Orchestra Pit. It is envisioned that the Project, owned by a nonprofit, will be in a walkable, pedestrian focused area of the City.

The City is distributing this Indication of Interest notice to all interested parties. Minimum criteria that must be satisfied by the potential Private Sector Partner are as follows:

- Land of sufficient size to accommodate the development of the Project together with sufficient parking.
- Experience in the development of pedestrian focused projects.
- The ability to begin construction within 18 months.
- City of Alpharetta Disclosure Form and Certificate of Non-Collusion
- Property Owner's Authorization (See Appendix C): demonstrating legal ownership or Authorized Agent for subject property.

Offerors are encouraged to identify unique characteristics of their proposal that will enhance the success of this endeavor. An offeror may identify any additional considerations, terms, and/or conditions not specifically contemplated by the IOI that the Offeror believes should be considered as part of the Project Overview, so long as such additional considerations, terms, and/or conditions are clearly and conspicuously set forth in a clearly labeled section entitled, "Additional Considerations, Terms, and/or Conditions."

## SECTION 1: IOI INSTRUCTIONS

### 1.0 Single Point of Contact

- Offerors are not allowed to communicate with any City staff or elected officials regarding this procurement, except at the direction of the Procurement Agent in charge of this solicitation as designated by the Procurement Officer.
- Any unauthorized contact may disqualify the Offeror from further consideration.
- Contact information for the single point of contact is as follows:

Procurement Agent: Debora Westbrook  
 Address: City of Alpharetta  
 Finance Department  
 Budget & Procurement Team  
 2 Park Plaza  
 Alpharetta, GA 30009

Telephone Number: 678-297-6052  
 Fax Number: 678-297-6093  
 E-mail Address: [purchasing@alpharetta.ga.us](mailto:purchasing@alpharetta.ga.us)

### 1.1 Required Review

**1.1.1 Review IOI:** Offerors should carefully review this IOI in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Procurement Agent, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error, which may be discovered upon examination of this IOI.

**1.1.2 Addenda:** The City may revise this IOI by issuing an addendum prior to its Due Date and Time. The addendum will be posted on the City's website alongside the posting of the IOI at <https://www.ebidexchange.com/alpharetta>.

- Any publicly issued addendum will become part of the IOI documents and subsequent contract.
- Offerors must sign and return any addendum acknowledgement page with their IOI.
- Failure to submit IOI in accordance with an addendum may be cause for rejection.
- In unusual circumstances, the City may postpone an opening/due date and time in order to notify vendors of an addendum and to give Offerors sufficient time to respond to the addendum.
- It is the Offeror's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for this project.

**1.1.3 Form of Questions:** Offerors with questions, requiring clarification, or interpretation of any section within this IOI must address these questions in writing using the question tab and entry field found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.

- Questions must be received by the City on or before **Time, Date**.
- Each question shall be entered separately.
- Each question must provide clear reference to the section, page, and item in question.

Questions received after the deadline may not be considered.

**1.1.4 City's Answers:** The City will provide official written answers to all written questions received on or before Question Deadline noted above in *Section 1.1.4*.

- Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.
- All questions will be answered either within the question tab for the solicitation or in an officially posted addendum by or before **Time, Date**.
- Any material changes to the IOI, including changes to the Requirements, Calendar of Events, etc., will be formally communicated through an addendum that will be added to the solicitation posting, which can be found at <https://www.ebidexchange.com/alpharetta>.
- Offerors must sign and return any addendum acknowledgement page with their IOI (see Section 1.1.2).
- Any other form of interpretation, correction, or change to this IOI will not be binding upon the City.

## 1.2 (section not used)

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## 1.3 Submitting a Sealed Indication of Interest (IOI)

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**1.3.1 Failure to Comply with Instructions:** Offerors failing to comply with these instructions may be subject to ranking reductions. The City may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any IOIs that do not follow this IOI format, are difficult to understand, are difficult to read, or are missing any requested information.

**1.3.2 Standard Forms:** Offerors **must** respond to this IOI by completing the required standard forms set forth under *Appendix A*. The standard forms include legal requirements that must be met before the award process commenced. See Appendix A for further instructions.

**1.3.3 Standard Contract:** By submitting a response to this IOI, Offerors agree to enter into negotiations and execute a contract. Contract execution will take place only upon contract award by the City Council.

**1.3.4 Offeror's Signature:**

- The first page of this IOI and any other pages requiring signatures must be signed in ink by an individual authorized to legally bind the business submitting the IOI and must be submitted with the response.
- The Offeror's signature on an IOI in response to this request represents, warrants, and guarantees that the information is provided without collusion and without effort to preclude the City from obtaining the best possible supply or service.
- By signing and submitting an IOI, Offeror acknowledges and agrees that the Offeror has carefully examined and fully understands the provisions and requirements of this IOI; has made a personal examination of the Project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if the Offeror is shortlisted and then the Offeror's Proposal is accepted, Offeror will enter into a contract with the City and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the IOI must be furnished upon request.

**1.3.5 Organization of Indications of Interest:** Each IOI must be organized in the order set forth in Section 3 of this IOI. Paper Original and Copy sections shall have tabs separating each section.

**1.3.6 Late Submissions, Withdrawals, and Corrections:**

**Late IOI:** Regardless of cause, late IOIs will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery to the receptionist's desk at the designated office by the designated time. Late IOIs will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

**IOI Withdrawal:** An Offeror who has submitted an IOI early and then requests to withdraw their IOI prior to the IOI due date and time may submit a letter to the Procurement Agent requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

An Offeror requesting to withdraw an IOI after the IOI due date and time will be required to submit a letter within two business days of the due date and time with documented facts supporting the reason for withdrawal. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

**IOI Correction:** If an error is discovered prior to the IOI due date and time, the Offeror may submit a corrected IOI. The corrected IOI should be clearly marked that it replaces the IOI originally submitted.

If an obvious clerical error is discovered after the IOI due date and time, the Offeror may submit a letter to the designated Procurement Agent within two business days of IOI due date and time, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the correction request and a judgment will be made. Generally, modifications to opened IOIs for reasons other than obvious clerical errors are not permitted.

## 1.4 Cost of Preparing an IOI

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**1.4.1 City Not Responsible for Preparation Costs:** The costs for developing and delivering responses to this IOI and any subsequent presentations of the IOI as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of their IOI.

**1.4.2 All Timely Submitted Materials Become City Property:** All materials submitted, including those from awarded Offeror as well as those from unsuccessful Offerors, in response to this IOI become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Offeror resulting from this IOI process.

## 1.5 Accessing Procurement Opportunities and Vendor Registration

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**1.5.1 Accessing Procurement Opportunities Online:** Offerors interested in responding to this IOI can locate all associated documents at <https://www.ebidexchange.com/alpharetta>. Registration and login at this eBid Systems site is required to view/download documents and view/ask questions.

**1.5.2 Vendor Registration:** Offerors may also register as a vendor with the City by going to [www.alpharetta.ga.us](http://www.alpharetta.ga.us), select the **Business** dropdown, and then choose **Vendors**. Web based registration is the method of registration used by the City for all transactions such as contracts, purchase orders, payments, etc. An Offeror may submit an IOI without first entering vendor registration, but online registration is required of an awarded contractor.

# SECTION 2: IOI RECEIPT AND EVALUATION PROCESS

## 2.0 Authority

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This IOI is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject any and all Bids and to waive technicalities and informalities as further set forth in Section 2.3.



## 2.1 Receipt of IOIs and Public Inspection

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### **2.1.1 Public Information:**

Upon receipt of all sealed Indication of Interests, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the IOIs be considered open record until after council award. All information received in response to this IOI, including copyrighted material, is deemed public information, and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Offeror has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Offeror of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Offeror will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing along with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

**2.1.2 Procurement Agent's Review of IOIs:** Upon opening the sealed IOIs received in response to this IOI, the Procurement Agent in charge of the solicitation will review the IOIs and separate out any information that meets the referenced exceptions in *Section 2.1.1* above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the IOI;
- IOI does not contain confidential material in the cost/price section; and
- An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each IOI containing trade secrets.

Information separated out under this process will be available for review only by the Procurement Officer, Procurement Agent, the Evaluation Committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

## 2.2 Classification and Evaluation of IOIs

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**2.2.1 Initial Classification of IOIs as Responsive or Nonresponsive:** All IOIs will initially be classified as either "responsive" or "nonresponsive".

1. IOIs may be found nonresponsive any time during the evaluation process if:
  - any of the required information is not provided; or
  - the IOI is not within the plans and specifications described and required in the IOI.
  - IOIs found nonresponsive will not be considered further.

2. The Procurement Officer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process if information surfaces that would result in a determination of non-responsibility.
  - If an Offeror is found non-responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected Offeror.

**2.2.2 Evaluation of IOIs:** The Evaluation Committee will evaluate the remaining IOIs and recommend whether to award to the highest-ranking Offeror or add to the Approved list to participate in any subsequent RFP process; or if necessary, to seek additional information in order to determine the highest-ranking Offeror(s).

All responsive IOIs will be evaluated based on stated evaluation criteria (*Section 4*). These rankings will be used to determine the most advantageous offering(s) to the City.

**2.2.3 Completeness of IOIs:** Selection and award will be based on the Offeror's IOI and other items outlined in this IOI. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal IOI or additional information, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

**2.2.4 Opportunity for Interview:** After receipt of all IOIs and prior to the determination of the award (or addition to Approved list for subsequent process), the City may invite Offerors to an interview to clarify their IOI response or to further define the IOI. Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the IOI. Interviews, if requested, shall be at the Offeror's expense.

**2.2.5 Evaluation Committee Recommendation for Award or Shortlisted Offeror List:** The Evaluation Committee will provide a written recommendation to council for any award. If it is determined to be necessary, the Evaluation Committee may develop and present a shortlist including the highest ranked Qualified Contractors to the Procurement Officer that contains the ranking and related supporting documentation for its decision. The Procurement Officer will review the recommendation to ensure its compliance with the IOI process and criteria before concurring with the Evaluation Committee's recommendation.

Only the Offerors included in the shortlist may be invited to participate in any subsequent ITB/RFP, negotiations, or interviews for the good/service detailed herein. Contract award, if any, will be made through the process to the successful Bidder(s)/Offeror(s) who provides all required documents and successfully completes the contract negotiation process.

IOI's may not result directly in a Contract Award. An IOI may be Step 1 of a multi-staged process followed.

## 2.3 City's Rights Reserved

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While the City has every intention to continue on to an eventual contract award, issuance of the IOI in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this request at any time. A notice of cancellation will be issued on the City's website. If the request is cancelled, the City will not reimburse any vendor for the preparation of their response. Responses may be returned, at Offeror's expense, upon request if unopened;
- reject any or all submissions received in response to this request;
- waive and/or amend any undesirable, inconsequential, or inconsistent provisions/ specifications of this IOI which would not have significant impact on any submission;
- not award if it is in the best interest of the City not to proceed with contract execution;
- terminate any contract if the City determines adequate funds are not available.

## SECTION 3: INDICATION OF INTEREST (IOI)

### 3.0 Organization of IOI

Each IOI must be organized in the order set forth below. Paper Original and Copy sections shall have tabs separating each section. Each IOI and Copies must be submitted in a sealed envelope/package. If a Cost Proposal is requested, it is to be within a separate sealed envelope within the sealed IOI package.

Sealed IOI envelope/package must be marked on the exterior with the following:

- Offeror's Name,
  - IOI #,
  - IOI Title, and
  - IOI Response (IOI) Due Date/Time.
1. Cover Page – Offeror's authorized official to complete, sign, and return with IOI response;
    - a. By submitting a response to this IOI, Offeror acknowledges and agrees that Offeror has carefully examined and fully understands the provisions and requirements of this IOI, and hereby proposes and agrees that if Offeror's IOI and subsequent proposal/bid are accepted, Offeror will contract with the City for this project/service.
    - b. Offerors should include a listing of any exceptions to *Sections 1, 2, and 5* (including subsections).
  2. Section 3, Indication of Interests – include all requested documents, information, exceptions, clarifications, etc.
  3. Appendix A, Standard Forms – Complete each of the following as directed on each form, sign, and return with IOI response:
    - a. Disclosure Form and Certificate of Non-Collusion – complete, sign, and return with IOI response;
  4. Additional Appendices (ONLY if applicable) – include all requested documents and information
  5. Addenda – if any addenda are formally issued by the City, Offeror must complete, sign, and return Page 1 Addendum Acknowledgement with IOI acknowledging receipt and adherence to any changes in the IOI.

### 3.1 IOI Copies Required; Deadline for Receipt:

1. Each IOI must be received in sealed, opaque packaging.
2. IOIs must be at the location noted below prior to the IOI Response (IOI) Due Date/Time **TIME (EDT)**, on **DATE**. Each IOI response received must be delivered to this location and Time/Date stamped upon delivery.

City of Alpharetta  
 City Hall 1<sup>st</sup> Floor Greeter Station  
 2 Park Plaza  
 Alpharetta, GA 30009  
 Attn: Debora Westbrook

3. Faxed or e-mailed responses to the IOI are NOT accepted and will not be reviewed.
4. Offerors must submit the following number of IOI copies to the address set forth on the Cover Page:
  - A. **One (1) Hard Copy Unbound** (3-ring binder OK), marked "Original" with original signatures;
  - B. **One (1) Hard Copies Unbound** (3-ring binder OK), marked "Copy";
  - C. **One (1) CD-ROM or Flash Drive copies.**

- a. Mark all CD's or Flash Drives with Offeror's name and IOI name and number.
- b. All digital files must be in either:
  - i. Microsoft Office file format or
  - ii. Portable Document Format (PDF).
- c. Use caution in creating the electronic files. If the City is unable to open files due to data-corruption, the Offeror's IOI may be considered incomplete.
- d. **NOTE:** All digital copies must include exactly the same information as provided in the hard copy "Original".

## 3.2 City's Right to Investigate

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The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

In determining the capabilities of an Offeror, the following informational requirements must be met.

**Note: Each item must be thoroughly addressed. Offerors taking exception to any requirement listed in this section may be removed from consideration.**

## 3.3 Experience and Qualification Requirements

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The Offeror should:

1. Prove to the satisfaction of the City that the Offeror has the skill and experience and the necessary facilities and ample financial resources to perform any resulting contractual agreement(s) in a satisfactory manner and within the required time. If the available evidence of competency of any Offeror is not satisfactory, the proposal of such Offeror may be rejected. The successful Offeror is required to comply with and abide by all applicable federal and state laws in effect at the time any contract is awarded.
2. Demonstrate previous experience in developing pedestrian focused projects.
3. Provide the detailed proposed steps and time frames necessary for the completion of the project.
4. Demonstrate their financial stability to provide the minimum commitments (and any additional commitments made by Offeror) by providing financial statements, preferably audited, for two (2) consecutive years immediately preceding the issuance of the IOI.

## 3.4 Non-Collusion Affidavit

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By submitting an indication of interest, the Offeror represents and warrants that such interest is genuine and not sham or collusive or made in behalf of any person not therein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person, firm or corporation to refrain from responding and that the Offeror has not in any manner sought by collusion to secure to that Offeror any advantage over any other Offeror.

See Appendix A for City of Alpharetta Disclosure Form and Certificate of Non-Collusion. This form must be completed in its entirety, signed by the firm's authorized signer, and returned with your response in order for the response to be eligible for consideration.

## SECTION 4: EVALUATION CRITERIA

### 4.0 Evaluation Criteria

All IOIs received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the IOI package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. Only responsive IOIs will be given to Evaluation Committee for further review.

The Evaluation Committee will evaluate the remaining IOIs and determine a ranking based on the information provided in response to *Project Overview* and *Section 3* requirements of this IOI. In ranking, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified IOI responses in terms of differing quality and contractual factors. These rankings will be used to determine the most advantageous offering to the City.

Any IOI that fails to achieve a passing ranking for any part/section for which a passing ranking is indicated will be eliminated from further consideration.

After completing the initial ranking, the Evaluation Committee may either create a shortlist made up of a grouping of the highest-ranking Offerors to proceed to the RFP process; invite Offerors to an interview to clarify their IOI response or to further define the IOI; or may determine to present an award recommendation to Council to the highest-ranking Offeror(s). In the event of a shortlist or the need for interviews, Offerors may be asked to arrange a site visit; may be invited for a presentation or interview; or may be asked to supply additional information for evaluation.

## SECTION 5: TERMS AND CONDITIONS

Contract Terms and Conditions refer to the outcome but an IOI does not necessarily result directly in a Contract Award. An IOI may be Step 1 of a multi-staged process.

The City's standard terms and conditions, which will be incorporated into the Contract, will be fully set forth during negotiations. The sections offered below are relevant to required information within the IOI process. Offerors should notify the City of any Terms and Conditions that either preclude them from responding to this IOI or add unnecessary cost. Such notification must be made by the deadline for receipt of written questions or with the Offeror's IOI. Any requests for material, substantive, important exceptions to the Terms and Conditions received by the deadline for receipt of written questions will be addressed by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

### 5.1 Additional Contract Provisions and Terms

This IOI, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the awarded Offeror's IOI, including any amendments thereto, a best and final offer, any clarification question responses, and any negotiations may be included in the resulting contractual agreement (as previously set forth, all of such documents are collectively referred to as the "Contract Documents"). The Terms and Conditions do not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under any resulting contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

## 5.2 Compliance with Illegal Immigration Reform and Enforcement Act

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### E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the contractor registers and participates in a federal work authorization program (E-Verify). Bidders/Offerors should include a fully executed E-Verify affidavit as part of their ITB/RFP/IOI submission.

### **Requirement to Participate in a Federal Work Authorization Program (E-Verify):**

- (1) Pursuant to O.C.G.A. § 13-10-91:
  - a. Public employers shall not enter into any contract for the physical performance of services within the State of Georgia unless the contractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
  - b. Subcontractors shall not enter into any contract with a contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
  - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify"  
<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

### **Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:**

- (1) Public employers who enter into a contract for the physical performance of services within the State of Georgia shall include in such contract a provision stating that compliance with the requirements of O.C.G.A. § 13-10-91 are conditions of the contract.
- (2) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor in connection with the covered contract, the contractor will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 by the subcontractor's execution of the subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) All portions of contracts pertaining to compliance with O.C.G.A. 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included under *Appendix A* and must be received at the address listed under *Section 1.0* prior to execution of any purchase order or contract.

### **5.3 Compliance with Laws**

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The Contractor shall fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

### **5.4 Title VI of the Civil Rights Act of 1964**

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The City of Alpharetta hereby gives public notice that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. Title VI Discrimination Complaint Forms may be obtained from the Title VI Compliance Officer by calling (678-297-6014) or emailing [jdrinkard@alpharetta.ga.us](mailto:jdrinkard@alpharetta.ga.us).

### **5.5 Contract Termination**

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The City may, by written notice to the Contractor, terminate any resulting contract without cause. The City must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

## APPENDIX A: STANDARD FORMS

This section contains the forms necessary to ensure compliance with various laws as described within this IOI.

### **Instructions for Submitting Required Standard Forms**

One completed original of each of the first three forms listed below is to be returned within the sealed Original IOI package. It is not required to include forms in IOI Copies.

- Forms Required to be Returned With Every IOI Submitted:
  1. City of Alpharetta Disclosure Form and Certificate of Non-Collusion
- Forms that may be required at a later date based on the executing of any resulting agreement and available to City for review upon request. Form copies have not been included in this IOI:
  2. Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)
  3. Request for Taxpayer Identification Number and Certification (W-9)
  4. Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
  5. Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using sub-subcontractor(s) – Prime Contractor to retain on file)*



## City of Alpharetta Disclosure Form and Certificate of Non-Collusion



### DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Offeror must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response.

Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

- No known relationship exists.** *If this box checked, skip to signature and firm information at bottom of form.*
- Relationship does exist.** *If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.*

Elected Official name and position:	
Amount/Value of Contribution:	
Date and description of Contribution:	
List other Relationship Type and name of City Employee/Official:	

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state [City] employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative. Transacting business is defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name:  
*(PLEASE TYPE OR PRINT)*

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Authorized Signature:

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Printed Name and Title of Person  
Signing:

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Date:

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Firm's Address:

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Contact's Email Address:

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*\*This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

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## APPENDIX B: DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the Procurement process, shall be interpreted as follows:

**Bid:** the response submitted by a Bidder to an Invitation to Bid (ITB) to provide goods or services at the prices quoted.

**Bidder:** One who submits a response to an ITB.

**Bonds:**

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount. A Bid Deposit may be accepted in lieu of the Bid Bond.

**Labor and Materials Bond (Payment Bond):** A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

**Performance Bond:** An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. *May be referred to as a Completion Bond.*

**Contract:** the formal written agreement executed by the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.

**Contract Documents:** collectively refer to the ITB, RFP, IOI, or IOIC as issued by the City and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded contractor including any amendments thereto.

**Contractor:** the successful Bidder or Offeror to whom (or which) a contract resulting from the ITB, RFP, IOI, or IOIC is awarded by the City, and who (or which) has executed a formal written contract with the City to furnish goods, services, or construction for an agreed upon price.

**DOAS:** The State of Georgia's Department of Administrative Services.

**Indication of Interest (also known as IOI, Expression of Interest, EOI):** A formal statement by an organization, company, or investor stating their intention to become involved in a particular opportunity, investment, project, or job. Typically an IOI is a multi-staged process.

**Ineligible Vendor List:** List maintained by the procurement team of vendors that are not eligible to provide any commodities or services to the City due to non-performance (see Penalties for Non-Performance section for more information). The length of time a vendor remains on the Ineligible Vendor List is dependent upon the severity of the performance problem(s), not to exceed three years

**Invitation to Bid (also known as ITB, Competitive Sealed Bids, Request for Bids, or Bid):** The method of procurement when the cost of goods and/or services is \$50,000.01 or greater, where there are clear and defined specifications available, and where cost is the primary basis of award. Evaluation is based solely on the response to the criteria set forth in the Bid document. This process does not include discussion or negotiations with bidders.

**Legal Organ:** The local newspaper selected for the posting of legal notices and advertisements for the City to reach the most citizens in an economical manner. At the time of this publication, our legal organ is the Alpharetta-Roswell Revue & News.

**NIGP:** National Institute of Governmental Purchasing whose mission is to develop, support and promote the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents.

**Offeror:** One who submits a response to a Request for Proposal (RFP).

**Procurement Agent:** Procurement team member representing the primary public contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Indications of Interests.

**Procurement Officer:** Finance Director or his/her designee.

**Project:** the entire services, function, construction, work product, Improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the ITB, RFP, IOI, or IOIC and the Contract Documents and as generally described in the title to this ITB, RFP, IOI, or IOIC.

**Proposal:** a document submitted by an Offeror in response to an RFP to be used as the basis for evaluation, for negotiations, for entering into a contract.

**Request for Proposals (also called Formal Sealed Proposal, RFP or Proposal):** The method of procurement when the cost of goods and/or services is \$50,000.01 or greater and where the Competitive Sealed Bid method is neither practical nor advantageous and cost is not the primary consideration. This process does provide for the negotiation of terms, including price, prior to contract award.

**Request for Qualifications (also called IOI, Request for Qualified Contractors, or IOIC):** The Formal Request for Qualifications is a prequalification process used to obtain Indications of Interests from contractors prior to issuing the solicitation. An IOI is often Step 1 of a two-step process followed by an RFP or ITB to be issued only to Providers/Suppliers determined to be Qualified Providers/Suppliers.

**Responsible:** The contractor has the capacity in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

**Responsive:** The contractor has submitted a Bid/Proposal that conforms in all material respects to the requirements stated in the solicitation document, including all form and substance.

**Scope of Work/Project:** A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid/ Request for Proposal. A well-conceived and clearly written scope serves many purposes including:

- Establishing a clear understanding of what is needed;
- Encouraging competition in the marketplace and promoting economic stimulus;
- Satisfying a critical need of government; and
- Obtaining the best value for the taxpayer.

**Specifications:** A precise description of the physical or functional characteristics of a product, good, or construction item. A description of goods and/or services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

**Indication of Interests (also called IOI):** Response to an IOIC which includes the qualifications of the contractor to provide or supply the requested services.

**Work:** the furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the ITB, RFP, IOI, or IOIC hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.

**APPENDIX C: PROPERTY OWNER AUTHORIZATION**

**Property Owner Information**

Owner Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Suite: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Subject Property Information for this Authorization in Response to IOI #17-1008**

Property Address/ Situs Address \_\_\_\_\_

Property Parcel ID #: \_\_\_\_\_ Property Land Acres \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

**Authorization:**

*I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified above.*

**So Sworn and Attested:**

Owner Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Notary:**

Notary Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*As the legal owner of record of the subject property, I hereby authorize the individual named below to act as my Authorized Agent in connection with an offer made in response to this Indication of Interest.*

**Identify Authorized Agent:**

Authorized Agent Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ Suite: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**So Sworn and Attested:**

Owner Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Notary:**

Notary Signature: \_\_\_\_\_ Date: \_\_\_\_\_