

# **REQUEST FOR PROPOSALS (RFP)**

## **FOR**

### **33 Pryor Street Parking Deck Rehabilitation**

**December 10, 2025**

**RESPONSES DUE DATE: January 16, 2026**



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133 Peachtree Street NE, Suite 2900  
Atlanta, GA 30303

## SECTION I INTRODUCTION

Invest Atlanta (IA) is soliciting competitive, sealed responses (“Responses”) from interested and qualified firms to provide Services to Invest Atlanta’s Team. **The intent and purpose of the RFQP** is to contract with a single firm to provide Design-Build services for Invest Atlanta (hereinafter, The Project), further described in Section III Scope of Work.

Respondents shall be selected and determined through IA’s review of each response, considering the factors identified in this Request for Qualifications and Proposals (“RFQP”) and any other factors that it considers relevant to serving the best interest of IA and its mission. Nothing in this RFQP shall be construed to create any legal obligation on the part of Invest Atlanta or any respondents. Invest Atlanta reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFQP in whole or in part, at any stage. In no event shall Invest Atlanta be liable to respondents for any cost or damage incurred in connection with the RFQP process, including but not limited to, any and all costs of preparing a response to this RFQP or any other costs incurred in reliance on this RFQP. All supporting documentation submitted in response to this RFQP will become the property of Invest Atlanta. Respondents may also withdraw their interest in the RFQP, in writing, at any point in time as more information becomes known.

### BACKGROUND & MAIN OBJECTIVES

Invest Atlanta has been created and exists under and by virtue of the Development Authorities Law, activated by a resolution of the City Council of Atlanta, Georgia (the “City”), and currently operates as a public body corporate and politic of the State of Georgia. Invest Atlanta was created to promote the revitalization and growth of the city and serve as the City’s Economic Development Agency. Invest Atlanta represents a consolidation of the City’s economic and community development efforts in real estate, finance, marketing, and employment, to provide a focal point for improving the city’s neighborhoods and the quality of life for all its citizens. Invest Atlanta is the cornerstone of an overall effort to provide economic and development services in a more effective and efficient manner.

## SECTION II TIMELINE OF EVENTS AND SUBMISSION INSTRUCTIONS

### QUESTIONS AND PROCESS TIMELINE

Only questions received electronically will receive a response. Do not contact any Invest Atlanta staff with any questions or comments pertaining to this RFQP. All such inquiries must be delivered via email at [33PryorDesignBuild@investatlanta.com](mailto:33PryorDesignBuild@investatlanta.com). Questions received after such a date and time will not receive a response. Refer to the schedules below:

Due Date	Action Required
<b>December 10<sup>th</sup>, 2025</b>	Release of RFQP
<b>Week of December 15<sup>th</sup>, 2025</b>	Mandatory Pre-Proposal Site Visit
<b>December 17<sup>th</sup>, 2025, 5:00 PM EST</b>	Site Visit Registration Due
<b>January 5<sup>th</sup>, 2026, 5:00 PM EST</b>	Written Questions Due
<b>January 9<sup>th</sup>, 2026, 5:00 PM EST</b>	Responses to Written Questions Issued
<b>January 16<sup>th</sup>, 2026, 5:00 PM EST</b>	RFQP Responses Due
<b>Month of February 2026</b>	Hold for owner-option Interview(s)
<b>Late-February 2026</b>	Anticipated Selection / Award

## SUBMISSION INSTRUCTIONS

Responses to this RFQP must be submitted electronically **no later than 5:00 p.m. ET, January 16<sup>th</sup>, 2026**, via email at [33PryorDesignBuild@investatlanta.com](mailto:33PryorDesignBuild@investatlanta.com). Proposals should include all identified components (Responses to Mandatory Requirements, Mandatory Scored Requirements, Financial Proposal and all other requested documentation). Proposals received after the deadline's time and date will not be considered.

By submitting a response to the RFQP, the Respondent is acknowledging that the Respondent:

- (1) Has read the information and instructions,
- (2) Agrees to comply with the information and instructions contained herein.

From the time of release of this RFQP through the conclusion of the selection process, there shall be no communication between any Respondents and/or their lobbyist or authorized/unauthorized agent(s) with any staff of the City, IA or the Atlanta Development Authority ("ADA"), any elected or appointed official of the City, IA, ADA and/or their staff or financial advisor, except as provided for in the RFQP, unless such communication is initiated by IA and is unrelated to this RFQP process. Any violation of this provision by any Respondent and/or its lobbyist or authorized/unauthorized agent(s) shall be immediate grounds for disqualification for award of a contract in connection with this RFQP.

The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A §50- 18-70, et seq., require certain public records be made available for public inspection. Even though information (financial or other information) submitted by a Respondent may be marked as "confidential", "proprietary", etc., Invest Atlanta will make its own determination regarding what information may or may not be withheld from disclosure.

## SECTION III SCOPE OF SERVICES

### RFQP Background & Project Delivery Method

With this RFQP, Invest Atlanta intends to procure and contract with a **Design-Build** entity for the purpose of rehabilitating 33 Pryor Street Parking deck. The delivery method is fast-tracked under a GMP form of contract. JLL serves as the owner's representative and project manager for this project, and the selected General Contractor will need to work collaboratively with both Invest Atlanta (the owner) and JLL (owner's representative) throughout the project's duration.

As the result of the selection process, Invest Atlanta will select a Design-Build service to perform The Work. The Financial Proposal for the selected Design-Build respondent will be used as the contract amount to begin final contract negotiation. Within an agreed timeframe, not to exceed 90 days from award, the parties will finalize the agreement for the Work.

### Project Background and Objectives

The subject property is a nine-level building located at 33 Pryor Street SE, Atlanta, GA 30303. It comprises seven above-grade levels, including the top two floors dedicated to office space, and two below-grade levels used for parking. The structure is approximately 283,210 square feet and occupies a 0.82-acre site with a total of 532 spaces. The structure is cast-in-place, steel-reinforced concrete floors and walls. The interior built-out spaces are conventional steel framing with interior partitions framed in wood and steel. The property was originally constructed in 1960.

The objective of the project is to rehabilitate the parking deck to become fully usable for the next 30 plus years. Steps may include but not be limited to:

- Demolition of existing levels 8 and 9 is currently built as offices and rebuilding them into parking levels.
- Maintain 10,000 SF of retail space on street level (level 3) and convert the rest into parking spaces.
- Partial demolition of one bay of level 4 office space to allow for double height retail on level 3 below.

- Full replacement of major systems including but not limited to mechanical, electrical, plumbing, elevators, sprinklers, etc., as well as addition of EV chargers (if necessary).
- Interior renovation of the retail space.
- Minor repair, fresh paint, and hardware replacement throughout the parking deck.
- As-built plans may be required to complete the design for this rehabilitation project.

## Project Deliverables

The Design-Builder will be responsible for the following:

### Phase I: Review Existing Documents and perform Schematic Design and Design Development Work to finalize the scope of work and cost estimate:

- Review project vision, scope requirements and site parameters / constraints.
- Review all available existing documentation.
- Complete site visits as necessary for site investigation due diligence and understanding of existing conditions.
- Confirm any operational requirements from the Owner.
- Confirm Owner's schedule, including drawing package submittal and review periods and requirements as required by the Owner.
- Confirm Owner's construction budget and budget for specialty equipment and fixtures.
- Prepare Schematic Design and Design Development package including the following:
  - Review the existing structural assessment and develop design approach that optimizes integration between existing and new structural elements. Coordinate between architect, structural engineer, and DB contractor to develop appropriate connection details, load transfer mechanisms, and phasing consideration to maintain structural integrity during construction.
  - Based upon CAD and PDF background drawings, develop concept plans. All design elements must comply with the current ADA standards. The Architect will complete an ADA report of the design and ensure to incorporate any necessary design elements to satisfy ADA regulations.
  - Ensure code compliance, life-safety regulations, and ordinances are met.
  - Prepare and issue concept design narrative inclusive of basis of design scope and sketches from MEPFP, IT, and other consultants as needed to confirm A) scope of work, and B) budget pricing.
  - Design Development drawings to include but not be limited to:
    - Square footage area and parking count program, general notes, code analysis
    - Master site plan and site data sheet
    - Grading, drainage, water, and sewer plans as required along with any additional information required from EPD's Brownfield Program
    - All Plans to include the following:
      - Arrival, parking security station(s), parking access and circulation, parking spaces, vertical cores, retail, exterior skin, etc.
      - MEP equipment, rooms / closets, support areas
      - Roof plans and reflected ceiling plans
    - Exterior elevations
    - Building sections
    - Any additional drawings or views to support the intent of the project objectives
  - Design Development presentation to the Owner and Owner's Representative which will include drawings identified above, proposed artwork and graphics, finish samples, schedules and specifications.
  - Design Development drawings to include drawings from all sub-consultants as needed to issue for updated budget pricing.

- Participate in weekly conference call meetings with Owner, Operator, Owner's Representative, and / or other parties for the purpose of approvals, comments, and general coordination. Establish deadlines and milestones by clarifying the outstanding items or issues required from each team member.
- Modify design as needed, per Owner and Owner's Representative's director, prior to receiving a Phase I sign off.

**Phase II: Construction Documents** – following the approval of Phase I by the Owner and Owner's Representative:

- Construction Documents to be prepared and updated concurrently with construction cost estimates. Services will include:
  - Complete Construction Documentation which will include coordinated plans, sections, elevations, and details, finishes plans, special equipment requirements, schedules and specifications. All documents are to be provided in CAD and PDF format.
  - Sufficient drawing coordination between the designer and all sub-consultants to ensure a properly coordinated set of construction documents, including a focus on providing adequate detail to provide detailed cost estimate.
  - Prepare packages as required for the GMP (Guaranteed Maximum Price) proposal, permitting submittals, early procurement and construction packages to optimize the schedule for delivery of the project.
- Prepare for owner review, negotiations and execution, a GMP (Guaranteed Maximum Price) proposal.
- Attend weekly conference call meetings with Owner and Owner's Representative for the purposes of design review, approvals, comments, and general coordination. Additional site visits may be necessary during this phase.
- Modify design as needed, per Owner and Owner's Representative's director, prior to receiving a Phase II sign off.

**Phase III: Construction** – following execution of the GMP – construction services to be provided by the DB team to construct the project. Services will include but not be limited to:

- Mobilize construction operations including site preparation, temporary facilities, safety protocols, and coordination with local authorities for permits and inspections.
- Execute construction work in accordance with approved construction documents, specifications, and project schedule, including all architectural, structural, mechanical, electrical, plumbing, and fire protection systems.
- Manage all sub-contractors and trades to ensure quality workmanship, schedule compliance, and coordination between all building systems and components.
- Provide ongoing design support during construction including RFI responses, submittals, shop drawing reviews, field modifications, and design clarifications as construction progresses.
- Conduct regular progress meetings with Owner and Owner's Representative to provide construction updates, address any issues, and maintain project schedule.
- Submit monthly progress reports and payment applications.
- Coordinate inspections with local building officials, fire marshal, and other regulatory agencies as required for project approvals and occupancy permits.
- Manage construction quality control including material testing, system commissioning, and pre-final inspections to ensure all work meets project specifications and code requirements.
- Construction safety management ensures all work complies with OSHA requirements and project-specific safety protocols.

- Execute project closeout procedures including substantial completion walkthrough, punch list completion, final inspections, delivery of warranties, operation and maintenance manuals, as-built drawings, and Certificate of Completion.
- Coordinate final project delivery including Owner training on building systems, key turnover, and transition to occupancy per the approval project schedule.

## Project Schedule

The following outlines anticipate preliminary milestone dates for the project and are subject to change.

A. Phase I	June 2026
B. Phase II	August 2026
C. GMP Contract Execution Due	September 2026
D. Phase III	January 2027
E. Certificate of Completion	September 2027

## RFQP Documents

Invest Atlanta will provide existing documents to support this RFQP. The documents will be provided to respondents who have completed the mandatory pre-proposal site visit. Documentation to be provided by the owner include structural analysis, geotechnical and environmental evaluation.

## Mandatory Pre-proposal Site Visit – Tour Instructions

The building tour is required and offered as a courtesy to provide interested parties with an opportunity to inspect the building. In the event a respondent or a member of the respondent team elects to tour the building, the following is required:

1. To attend site visit, respondents must register to attend and complete all of the following **by 5 PM on Wednesday, December 17th, 2025**:
  - a. Email contractor's firm name and attendees' names / positions / emails to [33PryorDesignBuild@investatlanta.com](mailto:33PryorDesignBuild@investatlanta.com).
  - b. Following email registration, all individual attendees will be provided with the site visit date and time, as well as the following documents for signature to be returned to [33PryorDesignBuild@investatlanta.com](mailto:33PryorDesignBuild@investatlanta.com):
    - i. The City's and/or Invest Atlanta's NDA
    - ii. The City's and/or Invest Atlanta's Release and indemnity of liability
2. All individuals will be responsible for, at his or her sole expense, providing and wearing their own protective gear, including pants, long sleeves, and closed toed shoes / boots. All individuals are strongly encouraged to wear boots.
3. All individuals will be responsible for, at his or her sole expense, bringing their own flashlight.
4. All individuals agree not to disturb any structures or property on the premises.

## GENERAL BUSINESS REQUIREMENTS

- A. Provide a Certificate of Insurance proof of insurance meeting the requirements in ***Exhibit A Insurance Requirements***.
- B. Non-Collusion Statement: Successful Respondent represents and certifies that its employees, agents, and representatives have not and shall not discuss or disclose the terms of its response to this RFQP with any

third party other than persons or entities which the Respondent engaged to assist in concerning such response.

- C. The contract expected to be held between The Client and The Design-Builder is **AIA A141-2024 Standard Form of Agreement Between Owner and Design-Builder** for a Traditional Design-Build Project.

## SECTION IV RFQP RESPONSE REQUIREMENTS

The proposal's requirements below provide a framework of the minimum standards that must be included by firms providing Design-Build Services. Firms are encouraged to carefully review all requirements and tailor their proposals accordingly while ensuring compliance with applicable laws and regulations.

### MANDATORY REQUIREMENTS

To be considered responsive, responsible, and eligible for award or for selection as a qualified contractor, **Respondents must answer all questions in this section in the affirmative (with a "Yes") to pass and must be submitted as a part of your response.**

1. The Respondent must have a minimum of seven years of experience in architecture and construction, with a portfolio of at least three successful projects of similar scope and complexity, particularly for public sector or economic development organizations. **Does the respondent confirm it has provided architecture and construction services similar in size and scope to The Work for a minimum of seven years?**
2. The Respondent must be a legally registered business entity, authorized to operate in the United States and the State of Georgia. **Does the respondent comply with this requirement?**
3. Respondents shall have at least one in-house licensed professional with appropriate licensing with a minimum of seven years of professional experience in Design-Build and/or architecture and construction work. **Does the Respondent agree to provide a professionally licensed and/or industry certified individual related to the project to be a key contributing member in providing the Scope of Services?**
4. The Respondent must provide ALL deliverables in accordance with Section III Scope of services. The respondent must affirm his/her ability to meet the requirements outlined in the Scope of Services. **Does the Respondent agree to comply with this requirement?**
5. The Respondent shall have adequate financial stability and resources to fulfill fiduciary duties. **Does the Respondent agree to provide information regarding any projects from which the Respondent was terminated as a firm providing services for cause in the last three years including the reason for the termination?** (Separate attachment may be requested)
6. The Respondent must agree to protect the information from unauthorized use or disclosure for as long as it remains proprietary, and refrain from using the information for any purpose other than for which it was furnished to Invest Atlanta. Prior to beginning work, the Respondent and its personnel may be required to complete and abide by confidentiality and non-disclosure agreements related to the Project. **Does the Respondent agree to comply with this requirement?**

### MANDATORY SCORED REQUIREMENTS

The Respondent's Technical proposal shall be structured in alignment with the framework provided below. To be considered responsive, responsible, and eligible for an award you must answer all questions in this section. To be deemed responsive and responsible, Respondent's must complete form in its entirety.

#### A. PROPOSAL OVERVIEW AND COVER LETTER

Respondents shall provide a cover letter summarizing the key points of their response. The cover letter shall be executed by an employee of the firm who is authorized to commit the Respondent's resources to IA's proposed transaction. Please limit your transmittal letter to one page and provide as a separate attachment.

#### B. COMPANY AND TEAM QUALIFICATIONS (30 PTS)

- i. **Design-Build Experience:** The Design-Builder must have proven experience of acting as the prime contractor on Design-Build projects. Responders must provide details on at least three comparable Design-Build projects completed within the last seven years, emphasizing projects involving the rehabilitation of existing structures.
- ii. **Experience Modification Rate:** The Design-Builder must provide their current EMR.
- iii. **Key Personnel and Team Composition:** The proposed team must include, at a minimum, the following licensed and experienced professionals registered in the State of Georgia:
  - 1. Project Executive
  - 2. Principal-In-Charge
  - 3. (Senior) Project Manager
  - 4. Project Architect
  - 5. Required engineering disciplines
  - 6. Preconstruction Manager / Lead
  - 7. Superintendent

#### C. RELEVANT EXPERIENCE (30 PTS)

- i. **Parking Structure and Adaptive Reuse Expertise:**
  - 1. Demonstrated experience in the structural rehabilitation of parking structures, including structural repair, waterproofing, and system upgrades.
  - 2. Demonstrated experience with similar adaptive reuse projects.
- ii. **Licensing and Financial Stability:**
  - 1. The Design-Builder and all major team members must possess the required professional licenses and registrations to perform design and construction work in the City of Atlanta and the State of Georgia.
  - 2. The firm must demonstrate financial stability and provide evidence of its bonding capacity, including the ability to secure performance and payment bonds for the full value of the contract.

#### D. FINANCIAL PROPOSAL (40 PTS)

Respondents shall submit a Design Builder fee and overhead consisting of Design Fee, Construction Fee, General Conditions, and General Requirements.

Provide this financial proposal per Excel format included as **Exhibit B** of this RFQP (return in Excel format).

- i. **GMP Definition:**
  - 1. **Total Cost of Work** = Trades + General Conditions + General Requirements
  - 2. **Total Fees and Overheads** = Architecture and Engineering Fee + CM Fee + Bonds and Insurance + Contingency
  - 3. **GMP = Total Cost of Work + Total Fees and Overheads**
- ii. **Design-Build and Construction Proposal:**
  - 1. Architecture, Engineering & As-Built Fee
    - a. As-built plans may be required to complete the design for this rehabilitation project. At this time, complete as-built documentation does not exist for the project. Original plans dated approximately 1960, as well as draft rehabilitation plans from 2003, are available, and will be provided to respondents who attend the mandatory site visit; both of those would need to be validated with the as-built structure. As part of the financial proposal but separate from the Architecture-Engineering Services fee, respondents are to provide a fee to create as-built drawings.
  - 2. Proposed Construction Fee in %



- 3. General Conditions
- 4. Project-Specific General Requirements and Overhead
- iii. **Shared Savings Structure:** If the final price of the GMP (inclusive of change orders) is less than the original contracted GMP, the resulting savings will be shared between Invest Atlanta and the Design-Builder. All contingency savings are returned to the owner.
- iv. **Schedule of Rates and Markups:** Provide a detailed schedule fully burdened hourly rates for all in-house labor classifications, from principals and project managers to craft labor. Additionally, specify the percentage markup that will be applied to subcontractor costs and director-purchased materials and equipment.

## Submission of Response

Submit your proposal via [33PryorDesignBuild@investatlanta.com](mailto:33PryorDesignBuild@investatlanta.com) by 5 PM on Friday, January 16th, 2026.

## ADDITIONAL REQUIREMENTS & FORMS

### E. CERTIFICATION STATEMENT

The following shall be repeated in the Respondent's Response and signed by an individual authorized to bind the Respondent. Failure to include and provide an original signature of the certification statement may result in rejection of Response.

"I agree to abide by the conditions of this RFQP and certify that all the information provided in this Response is true and correct, that I am authorized to sign this Response for the Respondent, and that the Respondent is in compliance with all requirements of the RFQP."

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### F. E-VERIFY AFFIDAVIT & SAVE AFFIDAVIT

Provide notarized proof of compliance with the Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-90, et seq. (Appendix A) E-Verify. Respondents must comply with the Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-90, et seq. All services physically performed within the State of Georgia must be accompanied by proof of your registration with the E-Verify Program, as well as verification of your continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed E-Verify Contractor Affidavit must be submitted to Invest Atlanta (Appendix A-1). To the extent there are subcontractors working on this contract, you are responsible for obtaining a fully signed and notarized subcontractor affidavit from those firms with whom you have entered sub-contracts (Appendix A-2). In turn, should there be second-tier subcontractors on this project, you must require the subcontractors to obtain E-Verify Affidavits from those second tier.

### G. DIVERSITY, EQUITY INCLUSION POLICY

At Invest Atlanta, economic prosperity and competitiveness in Atlanta start with equity—equitable access to opportunity and pathways to wealth creation. We advance our work through this lens to ensure that all Atlantans are positioned to benefit from economic investments in our city, regardless of their zip code.

However, nothing herein should indicate that an MBE, FBE, or SBE may not apply and be selected independently, as MBEs, FBEs, and SBEs that meet the qualifications of this RFQP are encouraged to submit their qualifications for consideration. For an MBE, FBE, or SBE to participate in the contract, said MBE, FBE, or SBE must be certified as an MBE or FBE and be registered with the City's Office of Contract Compliance M/FBE Register. SBEs must be

registered with The City and are defined as businesses with less than \$2.5 million in gross sales during the recent calendar or fiscal year.

- **City of Atlanta – Office of Contract Compliance (MBE/FBE):**  
 Jason Ingram  
 68 Mitchell St. SW, Suite 5100, Atlanta, Georgia 30303  
 Tel: 404.330.6010  
 Fax: 404.658.7359  
 email: [jingram@AtlantaGa.Gov](mailto:jingram@AtlantaGa.Gov)
- **Small Disadvantaged Business (SDB)** certification by the U.S. Small Business Administration provided they reflect certification because of minority or women-owned status.

If joint responses are permitted within this RFQP, a firm selected by the Respondent to jointly respond to this RFQP can only satisfy one of three categories. The same firm may not, for example, be listed for participation as an MBE organization and a SBE organization even if the level of participation exceeds each category's goal. All firms must be registered or certified prior to the submittal of the Response. A Respondent is at risk in that there may be an issue of time to certify or register if it intends to use a firm that is not certified or registered at the time the Response is submitted. Invest Atlanta is an Equal-Opportunity Employer.

## SECTION V PROPOSAL REQUIREMENTS

Invest Atlanta's intent is to structure the Proposal format to facilitate comparison among all suppliers and foster competition to obtain the best market pricing. Additional alternative structures will not be considered. **Each Respondent is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Respondent's proposal.**

By submitting a response, the Respondent agrees that it has read, understood, and will abide by the following instructions/rules:

- (1) The proposals should be inclusive of all costs associated with the scope of services defined.
- (2) Respondents shall not leave out any information necessary to conduct the evaluation in its entirety.
- (3) In the event there is a discrepancy between the Respondent's unit price and extended price, the unit price shall govern.
- (4) The fees quoted and listed in the Proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the RFQP or contract; and
- (5) Fees quoted and listed in The Proposal shall be valid for a period of 90 days from submittal.

## SECTION VI EVALUATION CRITERIA AND SELECTION PROCESS

### SELECTION CRITERIA

The Selection Committee comprised of Invest Atlanta staff will review the RFQP responses in accordance with the evaluation criteria set forth herein and IA overall objectives and policies. Proposals that are submitted in a timely manner and comply with the mandatory requirements of the RFQP will be evaluated in accordance with the terms of the RFQP. Any contract/purchase order resulting from this RFQP will not necessarily be awarded to the vendor with the lowest price. Instead, a contract/purchase order shall be awarded/issued to the vendor whose proposal best fits the needs and objectives of Invest Atlanta.

<b>Evaluation Criteria</b>	<b>Weighting</b>
<b>Technical: Company and Team Qualifications</b>	30 pts
<b>Technical: Relevant Experience</b>	30 pts
<b>Financial Proposal</b>	40 pts

When evaluating proposals, IA reserves the right to:

- (1) Waive technicalities or irregularities in Responses at its discretion;
- (2) Accept or reject any or all Responses received as a result of this RFQP;
- (3) Obtain information concerning any and all Respondents from any source;
- (4) Schedule an oral interview before the Review Committee from any or all Respondents or Respondents identified within a Competitive Range;
- (5) Select for contract negotiation or award, a Response other than that with the highest score if, in the judgment of IA, it shall serve the public's best interests; and
- (6) Negotiate with the successful Respondent with respect to any additional terms and conditions of the contract

IA may rely on all representations therein for 90 days from the date established for receipt of proposals.

#### **TECHNICAL EVALUATION**

As specified with each requirement listed in Technical Requirements - Mandatory Requirements, the Respondent must answer all questions in this section in the affirmative (with a "Yes") to pass and must be submitted as a part of the response. To be considered responsive and eligible for an award, all mandatory requirements identified must be met.

Additionally, all requirements described within Mandatory Scored Requirements must be met and completed. The responses to the Mandatory Scored Requirements require a narrative description to be completed. The responses will be evaluated by a team designated by Invest Atlanta, in accordance with the scoring rubric above. Specifically, the responses provided to the Mandatory Scored Requirements serve as the basis for the technical evaluation and score.

#### **FINANCIAL EVALUATION AND SCORE**

Each Respondent will be allocated points based on where their respective Total Fees lie within the pool of Respondents. Specifically, the Respondent providing the lowest cost for Total Fees will be allocated the most points within the pool or deemed the most responsive.

Additionally, Invest Atlanta strives to make an award to a cost-effective Respondent and maintains a total cost of ownership perspective when evaluating costs/pricing proposals. For clarity, Invest Atlanta will use the Total Fixed Fee for the Base Scope plus the Add Alternates as the basis for assigning points and overall score.

Invest Atlanta retains the right to perform a price reasonable analysis or exercise to validate the legitimacy of each proposal. This may include, but is not limited to, requests for additional documentation on actual costs.

#### **OVERALL COMBINED SCORE**

The Respondent's Technical Score will be combined with their respective Financial Proposal Score to determine the Overall Combined Score. Respondents will be ranked based on their Overall Combined Score. A Competitive Range may be determined by identifying any natural groupings or breaks within the pool of Respondents.

After evaluating all proposals in accordance with this section, IA may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Therefore, IA may limit the number of proposals in the competitive range to the greatest number that will permit efficient competition among the most highly rated proposals.

#### **INTERVIEWS/PRESENTATIONS/DEMONSTRATION PROCESS**

Invest Atlanta, at its sole discretion, may ask any Respondent to make an oral presentation and/or product/service demonstration without charge to Invest Atlanta. Invest Atlanta reserves the right to request any Respondent to demonstrate to the satisfaction of Invest Atlanta that the Respondent has the managerial, fiscal and technical capabilities to furnish Services.

The purpose of the interview/ presentation/ demonstration, if any, will be to meet and become familiar with the proposed project team and key personnel, understand the project approach and ability to meet the stated objectives for the project.

#### **NEGOTIATIONS & BEST AND FINAL OFFERS**

Invest Atlanta may invite the top ranked Respondent(s) with a defined competitive range for negotiations. Invest Atlanta reserves the right to negotiate all elements, except legal requirements of any Respondent received.

Invest Atlanta anticipates negotiating, at a minimum, the following elements:

1. Price/Fees
2. Schedule
3. Work Plan
4. Resources

At any time prior to requesting best and final offers, Invest Atlanta may request additional information, samples, or other evidence of the Respondent's performance capabilities from any Respondent in the competitive range to better understand and evaluate the Respondent's offer. Furthermore, Invest Atlanta may request a written best and final offer from all Respondents that have a reasonable chance to be selected for award. The technical evaluation team will re-evaluate each best and final offer in accordance with the evaluation criteria defined above and may change the final technical evaluation score based upon the information submitted in the best and final offer.

### **SECTION VII GENERAL TERMS AND CONDITIONS**

All qualifications and supporting materials as well as correspondence relating to this RFQP become property of Invest Atlanta when received. Any proprietary information contained in the Response should be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored.

- A. All applicable State of Georgia and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Respondent(s) and the scope of services. The engagement letter with the Respondent(s), and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the services, shall be interpreted in all respects in accordance with the laws of the State of Georgia.
- B. Professionals requiring special licenses must be licensed in the State of Georgia and shall be responsible for those portions of the work as may be required by law.

- C. No Response shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears to Invest Atlanta or the City with respect to any debt, (ii) is in default with respect to any obligation to Invest Atlanta or the City, or (iii) is deemed irresponsible or unreliable by Invest Atlanta. If requested, the Respondent shall be required to submit satisfactory evidence that they have the necessary financial resources to provide the proposed services.
- D. From the date Invest Atlanta receives a Respondent's proposal through the date a contract is awarded to a Respondent, no Respondent may make substitutions, deletions, additions or other changes in the configuration of Respondent's proposal or members of Respondent's team.

## **APPENDIX**

- A. Contractor Affidavit Under O.C.G.A §13-10-91(b)(1)
- B. Subcontractor Affidavit Under O.C.G.A §13-10-91(b)(3)

## **EXHIBIT**

- A. Insurance and Liability Coverage Requirement
- B. Financial Proposal Excel Format

## **ATTACHMENTS**

Invest Atlanta will provide related documents to support this RFQP. The documents will be provided to contractors who have completed the mandatory pre-proposal site visit.

## Appendix A

### CONTRACTOR AFFIDAVIT UNDER O.C.G.A §13-10-91(b)(1)

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, et seq. (the "Act") and Chapter 300-10-1 of the Rules of Georgia Department of Labor (the "Rules"), stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Invest Atlanta: (1) has registered with; (2) is authorized to use; (3) is using; and (4) will continue to use throughout the contract period a federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicability provisions and deadlines established in the Act and the Rules.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with Invest Atlanta of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with the Act and the Rules through the subcontractor's execution of the subcontractor affidavit provided below.

The undersigned contractor further agrees to provide a copy of each such affidavit to Invest Atlanta at the time the subcontractor(s) is retained to perform such services and to maintain copies of all such affidavits for no less than five (5) years from the date provided to Invest Atlanta and otherwise maintain records of compliance with the Act and the Rules as required.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Employment Eligibility Verification (E-Verify)  
User Identification Number

\_\_\_\_\_  
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subcontractor Name

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_  
Notary Public                      My commission expires: \_\_\_\_\_

## Appendix B

### SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A §13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91 (the "Act") and Chapter 300-10-1 of the Rules of Georgia Department of Labor (the "Rules"), stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of Invest Atlanta: (1) has registered with; (2) is authorized to use; (3) is using; and (4) will continue to use throughout the contract period a federal work authorization program known as E-Verify, or any subsequent replacement program, in accordance with the applicability provisions and deadlines established in the Act and the Rules.

The undersigned subcontractor further agrees that it will contract for the physical performance of services in satisfaction of the Contract only with sub-subcontractors who present an E-Verify Affidavit to the undersigned subcontractor with the information required by the Act and the Rules. The undersigned subcontractor will forward notice of the receipt of an E-Verify Affidavit from a sub-subcontractor to the Contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an E-Verify Affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the Contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Employment Eligibility Verification (E-Verify)  
User Identification Number

\_\_\_\_\_  
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subcontractor Name

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_

Notary Public

\_\_\_\_\_  
My commission expires:

## Exhibit A

### Insurance Requirements

#### General Liability:

- Limits:
  - \$1M per occurrence
  - \$2M aggregate
- Including:
  - Insurance carrier must have a minimum A.M. Best's Rating of A- or better and an A.M. Best's Financial Size Category of VIII or better.
  - The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made, or suit is brought subject to the respective limit of liability.
  - No exclusion for abuse and molestation
  - No exclusion for Assault and Battery
  - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured regarding ongoing and completed operations
  - IA 2 Peachtree, LLC, ISAOA/ATIMA as Additional Insured regarding ongoing and completed operations
  - Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
  - Primary and Noncontributory language in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
  - Waiver of Subrogation in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority and IA 2 Peachtree, LLC

#### Automobile Liability:

- Limits:
  - \$1M combined single limit regarding any auto (or hired and non-owned auto liability if the contractor does not own any autos)
- Including:
  - Insurance carrier must have a minimum A.M. Best's Rating of A- or better and an A.M. Best's Financial Size Category of VIII or better.
  - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured regarding ongoing and completed operations
  - IA 2 Peachtree, LLC, ISAOA/ATIMA as Additional Insured regarding ongoing and completed operations
  - Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
  - Primary and Noncontributory language in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
  - Waiver of Subrogation in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority and IA 2 Peachtree, LLC



**Workers Compensation and Employers Liability:**

- Limits:
  - Workers Compensation: Statutory
  - Employers Liability: \$1M/\$1M/\$1M
- Including:
  - Insurance carrier must have a minimum A.M. Best's Rating of A- or better and an A.M. Best's Financial Size Category of VIII or better.
  - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
  - Waiver of Subrogation in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority and IA 2 Peachtree, LLC

**Umbrella / Excess Liability:**

- Limit: \$5M
- Including:
  - Insurance carrier must have a minimum A.M. Best's Rating of A- or better and an A.M. Best's Financial Size Category of VIII or better.
  - General Liability, Auto Liability and Employers Liability on the schedule of underlying coverages
  - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured regarding ongoing and completed operations
  - IA 2 Peachtree, LLC, ISAOA/ATIMA as Additional Insured regarding ongoing and completed operations
  - Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
  - Primary and Noncontributory language in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
  - Waiver of Subrogation in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority and IA 2 Peachtree, LLC

**Cyber Liability:**

- Limits: \$1M
- Including:
  - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured regarding ongoing and completed operations
  - IA 2 Peachtree, LLC, ISAOA/ATIMA as Additional Insured regarding ongoing and completed operations
  - Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
  - Primary and Noncontributory language in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
  - Waiver of Subrogation in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority and IA 2 Peachtree, LLC

**Contractor's Professional/Pollution Liability:**

- Limits: \$3M-\$5M (final limit will be set with selected Respondent)

- Including:
- Coverage for claims brought by third parties or losses due to any breach of duty; neglect; error; misstatement; misleading statement; omission; or other acts relating to services performed.
- Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
- Waiver of Subrogation in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
- Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority and IA 2 Peachtree, LLC

**Contractor's Inland Marine Insurance:**

- Limits:
  - Coverage for any tools or equipment they bring onto the project.
  - Including:
  - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
  - Waiver of Subrogation in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority and IA 2 Peachtree, LLC

**Builder's Risk Insurance:**

- Limits:
  - Coverage set at the Contract price.
- Including:
  - The Atlanta Development Authority, ISAOA/ATIMA as Loss Payee
  - IA 2 Peachtree, LLC, ISAOA/ATIMA as Loss Payee
  - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
  - Waiver of Subrogation in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority and IA 2 Peachtree, LLC

**General Requirements:**

- 30 days' notice of cancellation to The Atlanta Development Authority and IA 2 Peachtree, LLC.
- All subcontractors will be subject to the same insurance requirements and minimum limits.