

REQUEST FOR PROPOSALS FOR COMMERCIAL BROKERAGE SERVICES

March 5th, 2025

RESPONSES DUE: March 28th, 2025



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Atlanta, GA 30303

SECTION I INTRODUCTION

Invest Atlanta (“IA”) is soliciting competitive, sealed responses (“Responses”) from interested and qualified firms to provide commercial real estate brokerage services. The intent and purpose of the RFP is to select a single firm to provide comprehensive brokerage services for properties located within [Atlanta City limits](#).

Respondents shall be selected and determined through IA’s review of each response, considering the factors identified in this Request for Proposals (“RFP”) and any other factors that it considers relevant to serving the best interest of IA and its mission. Nothing in this RFP 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 RFP in whole or in part, at any stage. In no event shall Invest Atlanta be liable to respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. All supporting documentation submitted in response to this RFP will become the property of Invest Atlanta. Respondents may also withdraw their interest in the RFP, in writing, 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 serves 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 more effectively.

At the end of March 2023, Invest Atlanta entered into an agreement to receive Brokerage services on approximately 60 acres of property located in Southside Industrial Park, consisting of 4 parcels and 2 Floodplain Parcels. Furthermore, as the city of Atlanta expands and grows demographically, the need to identify opportunities for development, revitalization and investment increases. The ability to have a relationship with a brokerage firm that can offer local market expertise and extensive real estate experience in implementing proven commercial real estate strategy is imperative to assisting Invest Atlanta with accomplishing its mission and strategic goals. These two circumstances, therefore, has triggered Invest Atlanta’s need to establish a relationship with a commercial real estate broker to assist Invest Atlanta’s efforts to bring creative, sustainable commercial real estate projects within the city limits of Atlanta, as a whole. Please visit the [City of Atlanta’s Department of City Planning’s](#) website for access to their Geographic Information System (GIS) to view zoning, property information, planning, lot boundary and Neighborhood Planning Unit (NPU) related maps.

Invest Atlanta anticipates several different challenges for a firm providing commercial brokerage services to overcome to ensure successful service delivery. Some major challenges are related to navigating market volatility, balancing competing interests, regulatory compliance management, property valuation and stakeholder management. Ultimately, the successful Respondent will possess a combination of local market expertise, strategic planning, advisory, negotiation, deal structuring, marketing, sales strategy, and financial acumen to navigate these challenges and achieve the main objectives described below.

Main Objectives:

- Secure the best possible sale prices or lease terms for the local authority’s properties to enhance revenue and fund future development projects.
- Identify and acquire key properties that align with Invest Atlanta’s long-term economic development plans, such as revitalizing blighted areas, creatively developing mixed-use projects that broaden and diversify the economic base for the specified area.
- Ensure that Invest Atlanta’s properties are positioned competitively within the market to attract high-quality tenants or buyers.
- Leverage real estate transactions to stimulate local economic growth, create jobs, and increase the tax base, supporting broader community development goals.

- Ensure that all transactions comply with relevant regulations and mitigate risks associated with real estate deals, including environmental and legal issues.

SECTION II TIMELINE OF EVENTS AND SUBMISSION INSTRUCTIONS

INQUIRIES AND PROCESS TIMELINE

Only inquiries received electronically will receive a response. Do not contact any Invest Atlanta staff with any questions or comments pertaining to this RFP. All such inquiries must be delivered by 5:00 p.m., March 13th 2025, to the issuing officer at commercialbrokerageservicesRFP@investatlanta.com. Inquiries received after such a date and time will not receive a response. Invest Atlanta will publish all timely written inquiries received and Invest Atlanta's responses to those inquiries as an Addendum to this RFP on Invest Atlanta's website (www.investatlanta.com) on or before the close of business on March 20th 2025.

Due Date	Action Required
March 5th 2025	Release of RFP
March 11th 2025 @ 1:00pm-2:00pm EST	Informational Session Join Meeting Here Meeting ID: 280 157 006 572 Passcode: 5zf7bA7q Dial in by phone +1 470-571-3959,,266534387# United States, Atlanta Find a local number Phone conference ID: 266 534 387#
March 13th 2025 by 5:00pm	Written questions due to Invest Atlanta
March 20th 2025	Responses to written questions posted
March 28th 2025	Responses due to Invest Atlanta
April 2025	Potential Interviews/Presentations/ Demonstrations
April/May 2025	Anticipated Selection/Award

SUBMISSION INSTRUCTIONS

A. Responses to this Request for Proposals must be submitted electronically no later than 5:00 p.m., March 28th 2025, to the issuing officer at commercialbrokerageservicesRFP@investatlanta.com. Proposals should include all identified components (Responses to Mandatory Requirements, Mandatory Scored Requirements, Exhibit A Fee Proposal, and all other requested documentation). Proposals received after the deadline, time and date will not be considered.

By submitting a response to the RFP, 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 RFP 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 RFP, unless such communication is initiated by IA and is unrelated to this RFP 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 RFP.

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

As indicated above, the firm serving as the successful commercial brokerage firm will provide comprehensive real estate services to support Invest Atlanta in acquiring, selling, leasing, and managing commercial properties within the Metro Atlanta area. Invest Atlanta is seeking to achieve the below desired outcomes.

- ✓ **Successful Transactions:** Close property sales, acquisitions, or leases that meet or exceed financial expectations and contribute to Invest Atlanta’s strategic goals
- ✓ **Economic Growth:** Stimulate local economic development by attracting new businesses, creating jobs, and increasing the tax base through strategic real estate transactions.
- ✓ **Optimized Portfolio:** Develop a balanced real estate portfolio that supports Invest Atlanta’s long-term objectives, including economic mobility, sustainability, and community revitalization.
- ✓ **Regulatory Adherence:** Complete all transactions in full compliance with relevant laws and regulations, minimizing legal risks and ensuring transparency.
- ✓ **Community Benefit:** Achieve outcomes that benefit the broader community, such as increased access to affordable housing, improved public infrastructure, or enhanced public spaces. Additionally, identify properties and sites that, when developed, improve the overall aesthetic/appeal of the specified area and increase the value of the land and generate higher tax revenues for local jurisdictions and schools.

Invest Atlanta is open to a variety of elements regarding site selection, if the focus benefits the existing business, constituents and the City of Atlanta through their selection. Invest Atlanta’s programmatic team will provide overall direction of the uses and intentions of the services provided.

Uses and Goals for Intended Sites:

- Light manufacturing/distribution
- Storage & warehousing (when viable)
- Grocery & retail operations
- Multi-family housing
- Mixed use & adaptive reuse developments
- Special purposes or highly specific activity

Specifically, the Commercial brokerage firm shall perform the following services:

PROPERTY ACQUISITION AND DISPOSITION

Assist in identifying, evaluating, and negotiating the acquisition or sale of commercial properties. Ensure that all transactions align with the local authority’s strategic objectives, such as economic development, community revitalization, and financial sustainability.

Deliverables may include, but are not limited to:

- **Acquisition Strategy Report:** A comprehensive report outlining potential properties for acquisition, including market analysis, strategic alignment, and financial projections.
- **Disposition Plan:** A detailed plan for selling properties, including target buyers, marketing strategies, and expected sale timelines.

- **Negotiation Summaries:** Documentation of key negotiation points, offers, counter offers, and final terms agreed upon in each transaction.

MARKET ANALYSIS AND VALUATION

Provide detailed and up-to-date market analysis, including property valuations, comparable sales, and rental rate assessments. This data will be crucial in informing Invest Atlanta's real estate decision-making processes and ensuring competitive positioning within the market.

Deliverables may include, but are not limited to:

- **Market Analysis Report:** A detailed report on current market conditions, including trends, comparable sales, rental rates, and future projections.
- **Property Valuation Reports:** Individual reports for each property, providing valuation based on current market data and comparable properties.
- **Quarterly Market Updates:** Regular updates on market trends, economic indicators, and their potential impact on the authority's property portfolio.

LEASING SERVICES

Manage the leasing process for Invest Atlanta's commercial properties. This includes sourcing potential tenants, negotiating lease terms, and handling lease renewals to maximize occupancy and rental income.

Deliverables may include, but are not limited to:

- **Tenant Sourcing Report:** A list of potential tenants, including background checks, creditworthiness assessments, and fit with the property.
- **Lease Agreements:** Draft and negotiate lease agreements, including terms, conditions, and renewal options, customized for each tenant.
- **Occupancy Reports:** Regular reports on occupancy rates, lease renewals, and upcoming expirations, with recommendations for optimizing occupancy.

PROPERTY MARKETING

Develop and implement comprehensive marketing strategies to attract qualified buyers, sellers, or tenants. These strategies should leverage both traditional and digital platforms to ensure wide exposure and effective targeting of the right market segments.

Deliverables may include, but are not limited to:

- **Market Analysis Report:** A detailed report on current market conditions, including trends, comparable sales, rental rates, and future projections.
- **Property Valuation Reports:** Individual reports for each property, providing valuation based on current market data and comparable properties.
- **Quarterly Market Updates:** Regular updates on market trends, economic indicators, and their potential impact on the authority's property portfolio.

ADVISORY SERVICES

Provide strategic advice on managing and optimizing Invest Atlanta's property portfolio. This includes guidance on market trends, investment opportunities, and asset management strategies to enhance the overall value and performance of the portfolio.

Deliverables may include, but are not limited to:

- **Portfolio Optimization Report:** Strategic recommendations for improving the performance and value of the property portfolio, including asset disposition, acquisition, or redevelopment opportunities.
- **Investment Opportunity Briefs:** Detailed briefs on potential real estate investments, including risk assessments, expected returns, and alignment with strategic goals.
- **Market Trend Reports:** Regular reports on emerging trends in the real estate market, with analysis on how these trends might affect the authority's portfolio.

TRANSACTION MANAGEMENT

Oversee all aspects of real estate transactions, from initial due diligence and contract negotiations to closing processes. Ensure that all transactions comply with relevant local, state, and federal regulations to mitigate risks and protect Invest Atlanta's interests.

Deliverables may include, but are not limited to:

- **Due Diligence Checklists:** Comprehensive checklists for all due diligence activities, including environmental assessments, title searches, and financial reviews.
- **Transaction Timelines:** Detailed timelines for each transaction, outlining key milestones, deadlines, and responsible parties.
- **Closing Documentation:** All legal and financial documents required to close transactions, including settlement statements, deeds, and transfer documents.

REPORTING AND DOCUMENTATION

Deliver regular reports on market conditions, the status of ongoing transactions, and the performance of the property portfolio. Maintain accurate and comprehensive records of all activities, ensuring transparency and accountability in all dealings.

Deliverables may include, but are not limited to:

- **Monthly Progress Reports:** Regular updates on the status of all ongoing projects, including milestones achieved, challenges encountered, and next steps.
- **Portfolio Performance Reports:** Detailed analysis of the performance of the property portfolio, including financial metrics, occupancy rates, and market position.
- **Comprehensive Documentation Archive:** A complete and organized archive of all documents related to the SoW, including contracts, correspondence, reports, and legal documents, maintained in both digital and physical formats.

The term of the contract shall be for two (2) years with one (1) one-year (1 yr.) option to renew, subject to a satisfactory annual performance review at the sole discretion of Invest Atlanta.

GENERAL BUSINESS REQUIREMENTS

- A. Provide a **Certificate of Insurance** meeting the requirements in Exhibit A Commercial Brokerage Services 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 RFP with any third party other than persons or entities which the Respondent engaged to assist it concerning such response.

SECTION IV TECHNICAL REQUIREMENTS

The technical requirements below provide a framework of the minimum standards that must be upheld for firms providing Commercial Brokerage 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. Respondent shall agree to participate in all relevant meetings including Board of Directors meetings, organizational meetings, and document sessions related to the Project. **Does the Respondent agree?**

2. Respondent shall provide Real Estate Brokerage Services in accordance with industry best practices and standards. **Does the Respondent agree to comply to this requirement when providing comprehensive oversight and leading all aspects of Section III: Scope of Services, in accordance with Invest Atlanta's input?**
3. Respondent shall ensure compliance with all Federal, State of Georgia, and City of Atlanta Municipal codes related the Scope of work, including but not limited to, Fair Housing Act, Americans with Disabilities Act (ADA), Anti-Money Laundering (AML), Georgia Real Estate Commission's rules and regulations, Georgia Fair Business Practices Act, Georgia's zoning laws and property tax regulations, City of Atlanta zoning ordinances and building codes. **Does the Respondent agree?**
4. Respondents shall have a minimum of 5 years of experience in providing the services specified in Section III Scope of Work. **Does the respondent confirm it has provided similar services to the scope of services provided for a minimum of 5 years?**
5. Respondents must be in good standing with the Georgia Real Estate Commission and shall hold a valid real estate broker's license in the State of Georgia. **Does the Respondent comply with this requirement?**
6. The Respondent shall have a key contributing member that is certified in a real estate related field. **Does the Respondent agree to provide a professionally licensed and/or certified individual to be a key contributing member to providing the Scope of Services?**
7. 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 an owner's representative for cause in the last three years including the reason for the termination? (Separate attachment may be requested)**
8. 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 from 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?**
9. Respondent shall certify that there are no known conflicts of interest and agrees to disclose any circumstances or relationships that may give the appearance of a conflict of interest as soon as the Respondent is made aware of the circumstance or relationship. **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 or for selection as a qualified contractor, you must answer all questions in this section. **Respondents must submit responses on Attachment A Brokerage Services Mandatory Scored Worksheet.** To be deemed responsive and responsible, Respondent's must complete form in its entirety.

A. PROPOSAL OVERVIEW AND COVER LETTER

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

B. COMPANY AND TEAM QUALIFICATIONS (15 PTS)

Respondent shall have a deep understanding of the Metro Atlanta real estate market and be well versed in current trends, property values, zoning laws, and future development plans. Respondents shall be able to assess economic conditions, demographic shifts, and market demand to forecast property value changes and identify investment opportunities. Respondents should have skills in optimizing a diverse real estate portfolio. Respondents shall show evidence of possessing an extensive network of affiliates and associates to help them execute the scope of work described.

1. **Provide** a brief history of the Respondent's firm. Responses shall, at a minimum, include the year organized, ownership, affiliated companies, and relationships
2. **Provide** the name, job title, address, office telephone number, fax number, and email address of a primary contact person who will be responsible for the day-today contact with IA and any backup personnel who would be accessible if the primary contact cannot be reached. The primary contact so identified should be responsible for making most of the Respondent's oral presentations, if requested.
3. **Describe** all litigation pending or taken against the Respondent or member of the Respondent's firm related to the Scope of Work.
4. **Describe** any memberships or certifications that the firm holds with professional organizations for contractors such as, but not limited to, National Association of Realtors (NAR), Georgia Association of Realtors (GAR), Commercial Real Estate Development Association (NAIOP), Certified Commercial Investment Member (CCIM) Institute, Urban Land Institute (ULI), Building Owner's and Managers Association (BOMA), International Council of Shopping Centers (ICSC), Society of Industrial and Office Realtors (SIOR).
5. **Provide** the name, title, office location, phone number, e-mail address, and brief resumes (including IA and other state and local housing finance agency experience, as applicable) for the professionals who will be assigned to IA's account. Include their level of responsibility and availability.
6. **Describe** the professional background of these individuals, particularly their relevant project management and construction management experience. Please designate the percentage of work for which each team member will be responsible.

C. PROPOSED APPROACH AND METHODOLOGY (20 PTS)

Market Knowledge & Analysis

Respondent shall demonstrate the capability to assess economic conditions, demographic shifts, and market demand to forecast property value changes and identify investment opportunities. Respondents demonstrate their ability to secure favorable terms in property transactions, including sales, leases, and acquisitions, while balancing the interests of the authority and other stakeholders.

1. **Explain** your approach to market analysis and property valuation. How do you ensure accuracy and relevance in a rapidly changing market?
2. **Provide** examples of recent market reports or analysis your firm has produced for clients in the Metro Atlanta area.

Client Service Engagement

Respondent shall demonstrate skills in managing public perception and communicating the benefits of real estate projects to the community, fostering support for development initiatives.

3. **Describe** your firm's client engagement process. How do you ensure client satisfaction and alignment with their strategic objectives?
4. **Discuss** your firm's communication strategy. How do you keep clients informed throughout the transaction process Provide examples of how you have facilitated effective stakeholder communication in past projects.

Marketing & Technology

Respondent shall be able to leverage data analytics to inform decision-making, improve market analysis, and track the performance of real estate assets. Respondent shall describe its familiarity with the latest real estate technology platforms, including property management software, data analytics tools, and digital marketing solutions, to enhance service delivery.

5. **Detail** the resources and technological capabilities that will support efficient service delivery and proactive communication. **Detail** the technology platforms your firm uses for property management, marketing, and transaction management. How do these platforms enhance your service delivery?
6. **Describe** the marketing strategies your firm employs to attract buyers, sellers, or tenants? **Provide** examples of successful campaigns in the Metro Atlanta area.

Compliance & Risk Management

Respondent shall demonstrate skills in identifying and mitigating risks related to legal, financial, and environmental factors in real estate transactions.

7. **Detail** your quality assurance and risk management processes.
8. **Describe** your firm's approach to ensuring compliance with all regulatory requirements
9. **Describe** your capabilities and approach to identifying and mitigating risks related to commercial real estate development.
10. **Provide** 1-3 examples of when you have identified potential risks and uncertainties that have or could have impacted project success. Discuss the risk mitigation strategies and contingency plans that were implemented.

D. EXPERIENCE AND EXPERTISE (25 PTS)

Respondent shall have skills in optimizing a diverse real estate portfolio, ensuring that it supports economic growth, risk management and financial sustainability. Respondent must demonstrate proficiency in structuring complex transactions that may involve public-private partnerships, land swaps, or other innovative financing mechanisms.

1. **Describe** the Respondent's experience providing the services or engaging in activities as they relate to the Scope of Services described above. Describe the Respondent's expertise in providing real estate strategies for mixed-use, adaptive use and new commercial development projects. Include specific examples and outcomes.
2. **Provide** a list of five references from where work of a similar size and scope has been completed within the last five (5) years. Include a brief description of project, size of budget for project, targeted dates of completion or substantial completion if a current project, contact name, phone number, and e-mail address for each reference.
3. **Provide** a list of state or local economic development authorities for which the Respondent has served or is currently serving as a Commercial Broker and provides services like those described in Section III Scope of Services above. Responses shall indicate what the current relationship is to each economic development authority.
4. **Describe** your approach to coordinating real estate due diligence activities and processes. Responses at a minimum must address activities related to site and project design, project budgeting, development financing, land entitlement and permits.

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 RFP 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 RFP."

Authorized Signature: _____

Name: _____

Title: _____

F. E-VERIFY AFFIDAVIT & SAVE AFFIDAVIT

Provide notarized proof of compliance with 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 into 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. It is more than a goal; it is a guiding principle that drives us. 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.

Invest Atlanta encourages all Respondents to promote opportunities for diverse businesses, including Minority Business Enterprises (“MBE”), Female Business Enterprises (“FBE”), and Small Business Enterprises (“SBE”) to compete for business as subcontractors and/or suppliers.

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 ITB are encouraged to submit their qualifications for consideration. For an MBE, FBE, or SBE to participate on 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 not 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
- **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 RFP, a firm selected by the Respondent to jointly respond to this RFP 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 COST REQUIREMENTS

Invest Atlanta's intent is to structure the cost format to facilitate comparison among all suppliers and foster competition to obtain the best market pricing. Consequently, IA requires that each Respondent's cost be in the format outlined below and within ***Attachment B Fees and Expenses for Commercial Brokerage Services***. Additional alternative cost 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) Cost proposals should be inclusive of all costs associated with the scope of services defined;
- (2) Respondent shall complete the cost worksheet in its entirety and shall not leave out any information necessary to conduct the evaluation in its entirety.
- (3) In the event there is discrepancy between the Respondent's unit price and extended price, the unit price shall govern;
- (4) The fees quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the RFP or contract; and
- (5) Fees quoted and listed in the cost proposal shall be valid for a period of 120 days from submittal.

Enter all information directly into pricing worksheet attachment. Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

SECTION VI EVALUATION CRITERIA AND SELECTION PROCESS

SELECTION CRITERIA

The Selection Committee comprised of Invest Atlanta staff will review qualifications 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 RFP will be evaluated in accordance with the terms of the RFP. Any contract/purchase order resulting from this RFP 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.

Evaluation Process	Weight of Eval. Process	Evaluation Criteria	Weights of Eval. Criteria
Technical	60 pts	<i>Company and Team Qualifications</i>	15 pts
		<i>Proposed Approach & Methodology</i>	20 pts
		<i>Experience & Expertise</i>	25 pts
Cost	40 pts	<i>Fee proposal</i>	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 RFP;
- (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 that is not associated with the highest overall 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

Price is not the driving factor of this award and shall be considered as follows: In making this decision, the cross functional team and the Procurement Manager shall consider the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. Price/Cost information shall be separated from the technical portion of the proposal and will be opened only after the technical portion of the proposals have been reviewed and ranked by the programmatic or cross-functional team. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled to permit disclosure of the detailed contents of the

responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

IA may rely on all representations therein for 120 days (about 4 months) from the date established for receipt of proposals.

TECHNICAL EVALUATION

As specified with each requirement listed in Section 4: 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 your 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.

COST EVALUATION AND SCORE

Each Respondent will be allocated points based on where their respective Total Estimated Fees lie within the pool of Respondents. Specifically, the Respondent providing the lowest cost or Total Estimated 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. Invest Atlanta retains the right to perform a price reasonableness 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.

The basis of the cost evaluation and score will be the information received on Attachment B Fees and Expenses for Commercial Brokerage Services. Specifically, the Total Projected Fee for Commercial Brokerage Services from Tab 1 and a weighted(undisclosed) average of the Estimated Amount(s) for each Large Transaction Sale Price tier on Tab 2, as the basis for assigning points and overall score.

OVERALL COMBINED SCORE

The Respondent's Technical Score will be combined with their respective Cost 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 require any Respondent to demonstrate to the satisfaction of Invest Atlanta that the Respondent has the managerial, fiscal and technical capabilities to furnish Owner's Representative/ Construction Project Management 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) within 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

If the Procurement Manager is unable to negotiate a satisfactory contract with the respondent considered to be the most responsible and responsive at a price that the programmatic team and Procurement Manager determines to be fair and reasonable to Invest Atlanta and City of Atlanta; negotiations with that respondent shall be terminated. The programmatic team and the Procurement Manager shall then undertake negotiations with the second most responsible and responsive short-listed respondent. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated, and the programmatic team and the Procurement Manager shall then undertake negotiations with the third most responsible and responsive short-listed offeror. If the programmatic team and the Procurement Manager be unable to negotiate a contract with any of the short-listed respondents, the programmatic team and the Procurement Manager may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and the programmatic team and the Procurement Manager may continue negotiations in accordance with this section until an agreement is reached.

While cost is not the driving factor, the committee will also review qualifications and past performance.

Final negotiations and letting the contract. The Committee shall rank the technical proposals and open and consider the pricing proposal. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

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 RFP 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.

APPENDICES, ATTACHMENTS & EXHIBITS

- Appendix A E-Verify Affidavit
- Attachment A Commercial Brokerage Services Mandatory Scored Worksheet
- Attachment B Fees and Expenses for Commercial Brokerage Services
- Exhibit A Commercial Brokerage Services Insurance Requirements

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 _____, 201__

Notary Public

My commission expires: _____

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 _____, 201__

Notary Public

My commission expires: _____

Attachment A

Commercial Brokerage Services Mandatory Scored Worksheet (Use word document)

Attachment B

Fees and Expenses for Commercial Brokerage Services (Use spreadsheet)

Exhibit A

Commercial Brokerage Services 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
 - Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) The Atlanta Development Authority

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
 - Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

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.

- The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured
- Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
- Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

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
 - Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

Professional Liability:

- Limits: \$1M per occurrence
- \$2M aggregate
- 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.
 - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

Cyber Liability:

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