

REQUEST FOR PROPOSALS

FOR

OWNER'S REPRESENTATION SERVICES

July 9th, 2024

RESPONSES DUE: July 31st, 2024



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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 Owners Representation Services for a mixed-use real estate development project. The intent and purpose of the RFP is to identify a single firm to represent Invest Atlanta’s interests and support IA staff in the areas of project management, construction monitoring and quality assurance consulting services during the pre-construction, construction and post-construction phases to assure the successful completion of the adaptive reuse and operation of the 2 Peachtree St., 14 Marietta St., 1 Peachtree St. and 33 Pryor St. (hereinafter, the “Project”).

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. The respondent shall be entitled to repayment from Invest Atlanta for any costs, expenses or fees related to 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, 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 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 of its citizens. Invest Atlanta is the cornerstone of an overall effort to provide economic and development services in a more effective and efficient manner.

At the end of 2023, Invest Atlanta completed a two-step solicitation process to identify prospective qualified Developers to convert the office buildings located at 2 Peachtree St. and 14 Marietta St, in addition to proposing a development concept for 1 Peachtree St., and the potential adaptive reuse of 33 Pryor St. The integration of these components should yield a mixed-use development comprised of residential, commercial, retail spaces and parking. During second step in the solicitation process IA selected a proposal that sought to catalyze growth and investment, as well as provided significant socioeconomic advantages associated with mixed-income and affordable housing for the downtown Atlanta community. The completion of this two-step solicitation process has led IA to enter exclusive negotiations with the selected Developer. Concurrent to negotiations, the selected Developer is engaged in a collaborative design process, obtaining project approvals and required permits, and complying with all established pre-construction, construction, occupancy, and post occupancy protocols.

The Project involves several different challenges for the Development team to overcome in order to ensure the successful execution of all aspects of the proposed re-development. Some of the major challenges that exist are related, but not limited to, development financing, project budgeting, construction cost management and construction timeline. Ultimately, the successful Respondent will possess a combination of construction management, project management and development management skills and knowledge necessary to navigate these challenges and achieve the main objectives described below.

Main Objectives:

- Assist Invest Atlanta in making informed decisions concerning the intricacies of the construction process, including planning, design, procurement, and construction methods.
- Provide comprehensive oversight of the project by monitoring progress, schedules, and review project documentation to ensure compliance with specifications, regulations, and industry standards.
- Minimize delays, cost overruns and potential conflicts and maximize IA’s investment through strategic cost control measures.

- Coordinate the efforts of numerous stakeholders, serving as the central point of contact, facilitating effective communication and collaboration among all parties involved.
- Monitor and report on project schedules, identify potential bottlenecks, and track timely completion of milestones.

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., July 19th, 2024 to the issuing officer at OwnersRepresentativeSvcsRFP@investatlanta.com. Inquiries received after such date and time will not receive a response. Invest Atlanta will publish all timely received written inquiries 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 July 24th, 2024.

Due Date	Action Required
July 9th, 2024	Release of RFP
July 16th, 2024 @ 11:00am-1:00pm EST	Informational Session
July 19th, 2024	Written questions due to Invest Atlanta
July 24th, 2024	Responses to written questions posted
July 31st, 2024	Responses due to Invest Atlanta
Week of August 19th, 2024	Potential Interviews/Presentations/ Demonstrations
Week of August 26th 2024	Anticipated Selection/Award

SUBMISSION INSTRUCTIONS

A. Responses to this Request for Quotes must be submitted in electronically no later than 5:00 p.m., July 31st, 2024, to the issuing officer at OwnersRepresentativeSvcsRFP@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 Owner's Representative will represent and advocate for all aspects of Invest Atlanta's interests in the re-development of 2 Peachtree St., 14 Marietta St., 1 Peachtree St. and 33 Pryor St. (the "Project"). The scope of services requires the owner's representative to act as IA's trusted advisor and to provide an efficient framework for all consultants or working groups on the project to execute the project appropriately. Invest Atlanta is seeking to achieve the below desired outcomes.

- Successful conversion of the office building and development of any Project related structures into a vibrant mixed-use development, including potential modification or adaptive reuse of 33 Pryor St. parking structure.
- On-time and on-budget Project completion.
- High satisfaction levels among stakeholders and end-users.
- Compliance with all regulatory requirements and industry standards.

Specifically, the Owner's Representative shall perform the following services:

GENERAL SERVICES (ALL PHASES)

1. **Project Planning and Management:** Oversee the entire project lifecycle, including planning, execution, and closing phases.
 - a. Establish and implement the appropriate financial and administrative controls.
 - b. Monitor the design process, ensure incorporation of all program requirements and assist in sharing of information with consultants.
 - c. Assist IA's General Counsel
 - d. Monitor the regular updates to the schedule based on impacts due to design changes, field conditions, and other related impacts.
2. **Budget Management:** Ensure the project stays within the allocated budget.
 - a. Monitor all aspects of the Developer's budget during the design and construction phase including but not limited to consultants, construction, FFE, Information Technology, Security and other related costs and contingencies.
 - b. Modify and update estimates at conclusion of each phase of design and construction.
 - c. Monitor and advise the owner of variances and available means to mitigate variances.
 - d. Collaborate with Development team and advise on options with differing impacts and consequences.
3. **Schedule Management:** Develop and maintain project timelines, ensuring milestones are met.
 - a. Work with Developer's General Contractor to prepare a project schedule, incorporating pre-construction and proposed construction activities and coordination of any ongoing operations.
4. **Quality Assurance:** Implement quality control processes to meet the project's specifications and standards.
5. **Compliance Management:** Ensure adherence to all local, state, and federal regulations.
 - a. Track and report on Developer compliance with all aspects of the Operative Agreements (Development Agreement, Ground Lease, Operating Agreement.)
6. **Stakeholder Management & Communication:**
 - a. Facilitate effective communication among all stakeholders, including COA, Invest, MARTA, and Central Atlanta Progress.
 - b. Monitor and or participate with Developer in managing interactions with neighboring property owners.
 - c. Attend Developer meetings during planning, design, and construction.
 - d. Establish and draft reporting documents for Invest stakeholders including Monthly Executive Reports, Project Management Status Reports, Decision & Responsibility Matrix, Financial Tracking Reports, Master Schedule Tracking, and Field Reports (during construction).
 - e. Maintain a project management website for document sharing and project tracking.
7. **Risk Management:** Identify potential risks and develop mitigation strategies.

PHASE 1 – PRE -DEVELOPMENT

1. Project Organization

- a. Convene with Invest Atlanta to define individual roles and responsibilities, establish project procedures and schedule requirements, and set up communication lines and decision-making structures and protocols.
- b. Identify and document Invest Atlanta's preferred reporting formats and timelines.
- c. Define boundaries with neighboring property owners and confirm communication and coordination for any work affecting adjacent properties.
- d. Collect and review all available information related to the project and the Invest Atlanta organization.
- e. Review and summarize the Operative Agreements with the Developer.
- f. Examine all Developer deliverables to date to fully understand the project scope.
- g. Outline Invest Atlanta's goals, as well as qualitative and functional expectations.
- h. Develop a communications plan, meeting structure, and protocols to foster a cooperative and efficient team environment.

2. Developer Pre-Closing Support

- a. Offer development advisory services on design, cost, and schedule to Invest Atlanta and their consultants during the Developer's closing process.
- b. Assess the proposed construction schedule to ensure it aligns with Invest Atlanta's required time parameters.
- c. Address any design, schedule, or cost estimate modifications suggested by the Developer.
- d. Monitor ongoing design and pre-construction progress during the pre-closing stage.

PHASE 2 – DEVELOPER OVERSIGHT

1. Design & Pre-Construction

- a. Provide Invest Atlanta with all necessary protection and rights of approval through the design process and see that their goals and objectives are accurately reflected in the project.
- b. Manage the Developer's team to make certain that the Developer is capturing Invest Atlanta's interest in all aspects of the design process.
- c. Attend meetings with Developer and instigate a monthly report procedure summarizing all aspects of the design process including conformance to goals and objectives, build-to-suit documents, specifications, budget, and schedule.
- d. Represent Invest Atlanta in reviewing and commenting on all design documents prepared by Developer.
- e. Implement any changes requested by Invest Atlanta and promptly report any impact on budget and/or schedule.
- f. Review and report to Invest Atlanta on design packages for the purpose of confirming compliance with Invest Atlanta's requirements, coordinating detailed review and approval by Invest Atlanta as appropriate.
- g. Recommend necessary or desirable changes to IA and Development team, review requests for changes, develop a recommendation and assist in negotiating change orders.
- h. Act as a conduit for communication and resolution of day-to-day queries, conflicts and issues that arise on the project.
- i. Review any disputed issues, provide analysis and represent Invest Atlanta's interests in the resolution of any claims and disputes.
- j. Provide comprehensive cost estimating and make recommendations/value engineering suggestions to assist the design team with maintaining the project budget, as necessary.

2. Entitlements

- a. Monitor and review Developer's progress on performing due diligence and advise Invest Atlanta of progress and any unforeseen conditions.
- b. Monitor Developer's progress in obtaining all required zoning, site plan, municipal, permits or other required entitlement approvals to meet Invest Atlanta's goals and schedule.
- c. Represent Invest Atlanta as required for any municipal hearings or meetings required to obtain entitlements.

3. Construction

- a. Represent Invest Atlanta in the review of and comment on design and technical changes as construction progresses.
- b. Monitor the progress and quality of goods, work and services being performed and provided for the project.
- c. Develop, implement, and manage a procedure for the review and processing of applications, change requests and any other change management activities associated with the project.
- d. Maintain a daily construction log that contains contractor shop drawings, product data, samples, and other pertinent information. Monitor Development team for timely responses.
- e. Provide an appropriate format and procedure for updating IA stakeholders on progress that includes the items below, at a minimum.
 - i. an overview of the current stage of the project
 - ii. commentary on current construction issues and concerns
 - iii. an assessment of actual versus projected process
 - iv. Budget status and cost reporting and tracking independent of Developer's Budget.
- f. Regularly monitor the anticipated final cost, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances in the budget or estimated costs. Advise IA when project costs are anticipated to exceed budget or estimates.
- g. Arrange for the maintenance of cost accounting records on authorized work performed under unit costs, actual costs for labor and materials, or other bases requiring accounting records.
- h. Act as a conduit for communication and resolution of the day-to-day queries and issues that arise on the project.
- i. Monitor and review final Development documentation validating compliance with the Operative Agreements.
- j. Assist in the procurement of peripheral buy-outs such as Security systems, telecommunication systems, low-voltage cabling, Wi-Fi, Furniture, Artwork, miscellaneous equipment, as required for the project.

PHASE 3 – PROJECT CLOSE OUT & COMMISSIONING

1. Commissioning

- a. Create and develop a commissioning matrix and manual.
- b. Direct the preparation of a punch list including incomplete, in satisfactory, or non-conforming items that require completion/remedy prior to certification of substantial completion.
- c. Facilitate and monitor the contractor's completion of and the architect's review and approval of punch list work.
- d. Coordinate maintenance personnel and monitor the inspection of utilities, operating systems, and equipment readiness. Assist in initial start-up testing and facilitate any required training of personnel.

2. Post Construction

- a. Coordinate determination of final completion and notify IA and Developer that project is ready for final inspection.
- b. Secure and transmit required guarantees, affidavits, releases, bonds and waivers.
- c. Assist all consultants and other related vendors/contractors in obtaining temporary and permanent certificates of occupancy. File all notices of completion and coordinate any other activities which maybe required to occupy the project.

The term of the contract shall be for four (4) years, subject to a satisfactory annual performance review at the sole discretion of IA.

GENERAL BUSINESS REQUIREMENTS

- A. Provide a Certificate of Insurance proof of insurance meeting the requirements in Exhibit A Owners Representative 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 Bond Trustee 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. Does the Respondent agree to participate in all relevant meetings including Board of Directors meetings, organizational meetings, and document sessions related to the Project?
2. The Respondent shall at a minimum provide budget development advice, attend all design coordination meetings, provide input on progress and quality and review design for constructability, adherence to budget, ease of maintenance, and other criteria established in Phase 1 – Pre-development. Does the Respondent agree to provide expert advice and assistance in all phases of the Project and serve as an advocate for Invest Atlanta’s interests and goals?
3. Respondent shall provide a framework for all consultants to execute the project appropriately and keep all consultants and/or teams properly aligned. Does the Respondent agree to provide comprehensive oversight of the project, organize activities and lead all aspects of Section 3: Scope of Services to ensure orderly progression in accordance with the IA’s input and direction?
4. Respondent shall ensure compliance with all building codes, zoning regulations, environmental regulations, and any other legal requirements. Does the Respondent agree to adhere to all applicable laws and regulations regarding the development and construction of real estate in the City of Atlanta?
5. Respondents shall have a minimum of 5 years of experience in project management, construction management, or related fields. Does the respondent confirm it has provided similar services to the scope of services provided for a minimum of 5 years?
6. Respondents shall at least one team member that maintains an active professional license or certification related to commercial real estate development. 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 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?
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 OR Mandatory Scored Worksheet**. In order to be deemed responsive and responsible, Respondent’s must complete form in its entirety.

A. PROPOSAL OVERVIEW AND COVER LETTER

1. Respondents 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 (25 PTS)

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-to-day 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 the majority 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 providing Owner's representative services for a commercial real estate development.
4. **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.
5. **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.
6. **Describe** any memberships or certifications that the firm holds with professional organizations for contractors such as, but not limited to, the Associated General Contractors of America, American Institute of Constructors, Construction Management Association of America, Design-Build Institute of America, National Institute of Building Sciences.

C. DEMONSTRATED UNDERSTANDING OF PROJECT OBJECTIVES & COMMUNITY CONTEXT (25 PTS)

7. **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 development projects similar to this Project. Include specific examples and outcomes.
1. **Provide** a list of state or local economic development authorities for which the Respondent has served or is currently serving as Owner's Representative 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.
2. **Provide** a list of five references from where work of a similar size and scope has been completed within the last ten (10) 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.

D. PROPOSED APPROACH AND METHODOLOGY (25 PTS)***Project, Budget and Cost Management***

1. **Explain** your approach to Project Management, particularly in managing budgets and schedules.
2. **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.
3. **Provide** examples of how you have facilitated effective stakeholder communication in past projects.
4. **Describe** your understanding of the process steps and procedures for integrating commercial and residential spaces in a mixed-use development.

5. **Detail** the resources and technological capabilities that will support efficient service delivery and proactive communication. Responses, at a minimum, shall include if the Respondent provides a platform that is independently accessible to IA staff for project updates and reporting activities.
6. **Describe** your contract administration/management capabilities. Include your process for reviewing and negotiating contracts with consultants, contractors, vendors, and suppliers. Discuss how your firm will administer contract terms and conditions including, but not limited to, payment schedules and performance requirements.

Quality Assurance & Regulatory Compliance

7. **Detail** your quality assurance and risk management processes.
8. **Describe** your firm's approach to ensuring compliance with all regulatory requirements.

Risk Management

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.

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 Owner’s Representative 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>	20 pts
		<i>Demonstrated Understanding of Project Objectives and Community Context</i>	20 pts
		<i>Proposed Approach and Methodology</i>	20 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 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 120 days 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 when evaluating costs/pricing proposals. For clarity, Invest Atlanta will use the Total Projected Management Fee for Owners Representations Services from Tab 1, the Estimated Additional Labor Costs from Tab 2 and a weighted(undisclosed) average of the Estimated Incentive Amount(s) for each Managed Savings Tier on Tab 3, as the basis for assigning points and overall score.

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.

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) 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 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 OR Mandatory Scored Worksheet
- Attachment B Fees and Expenses for Owner's Representative Services
- Exhibit A Owner's Representative 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

OR Mandatory Scored Worksheet (Use word document)

Attachment B

Fees and Expenses for Owner's Representative Services (Use spreadsheet)

Exhibit A

Owner's Representative 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