REQUEST FOR QUALIFICATIONS

QBS/PS/DOT/2609-1270086/Marietta Road Bridge Replacement Over CSX Railroad - Phase I

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Commissioner
Department of Transportation

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Chief Procurement Officer
Department of Procurement

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1 Requirements

**Response is required*

0.1 Section 1. Solicitation Requirements

1. Method of Source Selection and Applicable Law: This Request for Proposals ("RFP") is issued by the City of Atlanta (the "City") pursuant to the procedures specified in 40 US Code 1101-1104 (Brooks Act) and 23 CFR Part 172. The City is soliciting Statements of Qualifications (SOQs) from qualified firm(s) or organization(s). By submitting an SOQ in response to this solicitation, an offeror (herein called a "Proponent") acknowledges familiarity with all laws applicable to this procurement.

About this Solicitation

This solicitation process involves:

- Statement of Qualifications (SOQ): focuses on qualifications and experience.
- Evaluation: focuses on technical approach, workload capacity, and past performance.
- Scoping Refinement Meeting: focuses on scope clarifications, deliverables, schedule, and staffing plan with the shortlisted offeror(s).
- Notice of Pricing Request: focuses on submission of labor rate, billing, and overhead profit from shortlisted offeror(s).

Standard Definitions

Please note that the following key terms are used in this solicitation:

- ***Award***: An award is made when legislation authorizing the award of the contract has been adopted by the council and approved by the Mayor, provided, however, that the contract will not become binding upon the City and the City will incur no liability under it until it has been duly executed by the contractor, returned to the City with all required submittals, including insurance and bonding, if applicable, executed by the Mayor, attested to by the municipal clerk, approved by the City attorney as to form and delivered to the contractor.

- ***Bid Security***: A Bid Security shall be a bond provided by a surety company authorized to do business in the state by the Georgia Insurance Commissioner or the equivalent in cash, cashier's check or certified check.

- ***Contract***: A Contract means all types of city agreements, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, professional or consultant services and for the transfer of interests in real property.

- ***Contractor***: Any person having a contract with the City.

- ***Discussions***: An exchange of information or other means of negotiation during which the offeror and the city may alter or otherwise change the conditions, terms and price of the proposed contract. Discussions may be conducted in connection with competitive sealed proposals, sole source and emergency procurement. Discussions are not permissible in competitive sealed bidding, except to the extent permissible in the first phase of multi-step sealed bidding, when all competitive bids exceed available funds but the responsive bid does not exceed such funds by more than five percent; or as otherwise permitted by applicable law.

- ***Newly Established Business***: Any for-profit or nonprofit entity that was legally formed or registered in any U.S. jurisdiction within the last 24 months prior to this solicitation's posting date.

- ***Offeror***: Any firm that has submitted a bid or proposal in response to the particular solicitation in question.

Phase I – Evaluation(s)

Phase I of this solicitation evaluates Offerors' qualifications, experience, and responsiveness without considering pricing. Offerors must submit comprehensive documentation as outlined in the Contents of Proposal. Successful Offerors are shortlisted for the next phase based on their experience, qualifications, and workload capacity.

Phase II – Evaluation(s)

In Phase II, of this solicitation evaluates Offerors' technical approach and past performance without considering pricing. Offerors must submit comprehensive documentation as outlined in the Contents of Proposal. Shortlisted offerors will receive a selection ranking memorandum outlining the final rankings.

2.

Project Information

Ø Project Background

The project will replace the existing Marietta Road bridge over the former CSX Tilford Yard. The existing bridge is a weight-limited bridge (currently signed at 10 tons) on Marietta Road over the CSX Tracks just South of Thomas St NW.

Ø Project Scope

The City of Atlanta (the City) issues this Request for Proposal (RFP) to solicit proposals from qualified and experienced Offerors to provide replacement of the distressed existing Marietta Road Bridge over the former CSX Tilford Yard. The existing bridge is a weight-limited bridge (currently signed at 10 tons) on Marietta Road over the CSX Tracks just South of Thomas St NW. The existing bridge is a 423.5 feet long 5 span concrete box beam bridge which was built in 1971. The bridge replacement will be a new structure, pavement, curb and gutter, and a continuous, 5-foot sidewalk on each side of the bridge. The proposed project also includes a continuous standard 5-foot sidewalk along Marietta Road from the south of the bridge to Perry Boulevard/West Marietta Street (about 0.8 mile segment). This solicitation is conducted in accordance with applicable provisions of the Procurement and Real Estate Code of the City of Atlanta Code of Ordinances (the "City Code").

Attachments:

File Name or URL	Type	Description
1270086 - Scope of Work	File	1270086 - Scope of Work

*3.

ØProject Contract

i. *Pro Forma of City's Contract.* If the City makes an Award under this solicitation, it will prepare and forward a Contract for execution. The Contract will include terms and conditions substantially in the form attached as Contract Terms in Oracle Cloud Application.

ii. *Exceptions to the City's Terms and Conditions.* Execution of the City's Contract within five (5) business days after notification of Eligibility for Award is required. The City does not intend to modify its standard terms, which are mandated by law and align with City practices. Any proposed revisions must be submitted in writing with the Offeror's response and clearly labeled "PROPOSED EXCEPTIONS TO CITY'S TERMS AND CONDITIONS." If no exceptions are submitted, the Offeror will be deemed to accept all terms. Significant exceptions may render the Offeror ineligible for Award.

iii. *Additions to the City's Terms and Conditions.* If the Project Scope involves technology services, the City may accept reasonable product-specific terms (e.g., EULA) that do not conflict with City terms. Offerors must submit these terms with their response, clearly labeled "POTENTIAL ADDITIONAL TECHNOLOGY PRODUCT-SPECIFIC TERMS AND CONDITIONS FOR USE."

If, in the City's sole discretion, Discussions are necessary to determine responsiveness, the Department of Law will initiate them. Discussions will be limited to the product-specific terms and will not alter the City's standard Contract language. The Discussion period will not exceed five (5) business days from initial contact. Failure to reach agreement within this timeframe may render the Offeror ineligible for Award.

iv. *Expansion and Extension of Rights.* The City of Atlanta reserves the right, at its sole discretion and without the need for a formal amendment to this Scope of Work, to increase or modify the size, scale, volume, type, or quantity of goods or services required under this solicitation. This includes but is not limited to the extension of existing goods or services to additional City departments or using agencies. Any such increase or expansion shall be made with the expectation that the City will receive improved pricing or other favorable terms as a result of increased volume or consolidated procurement.

PLEASE SEE ATTACHED PROJECT CONTRACT

Attachments:

File Name or URL	Type	Description

Agreement Template - 1270086-	File	

Select one of the following:

☐ a. I have reviewed the attached Project Contract

4.

Evaluation Method:

The solicitation is a Qualification Based Selection (QBS) process as required by the Brooks Act and 23 CFR Part 172. This means that procurement of the Services will be based on open competitive negotiations and the Proponent's demonstrated competence and qualification for the type of professional services required at a fair and reasonable price. The RFP consists of two phases. In Phase I, the Evaluation Committee will evaluate Proponent's SOQ consisting of Experience and Qualifications and Resources/Workload Capacity in accordance with the Evaluation Criteria for Phase I detailed below. The Evaluation Committee will select three (3) to five (5) Proponents (the "Short-Listed Proponents") to continue to Phase II of the selection process. In Phase II, the City will request a Technical Approach from each Short-Listed Proponent. The City may also request a presentation/interview from all Short-Listed Proponents to clarify the Technical Approach, Experience and Qualifications, and Resources and Workload Capacity submittals provided in response to the RFP. The Evaluation Committee will then rank the Short-Listed Proponents by evaluating each Proponent's Technical Approach and Past Experience in accordance with the Evaluation Criteria for Phase II detailed below and combining with the evaluation scores from Phase I. Negotiations will then be initiated with the top-ranked Proponent to negotiate a fair and reasonable price. In the event a satisfactory arrangement cannot be reached with the highest-ranking Proponent, The City will formally terminate the negotiations and possibly enter into negotiations with the second highest-ranking Proponent, and so on in turn until a satisfactory arrangement is reached. Short-Listed Proponents will receive more detailed instructions on Phase II requirements once Phase II has begun.

Evaluation Criteria

EVALUATION CRITERIA	RELATIVE WEIGHT PERCENTA

Phase I	
Prime's Experience and Qualifications	30%
Workload Capacity	20%
Phase II	
Technical Approach	40%
Past Performance	10%
Total	**100%**

*5.

Required Area Classes

Please review and complete the attached Area Classes Summary Form

1. The Prime Consultant **MUST** be prequalified by GDOT in the area classes listed below:

Number	Area Class
3.02	Roadway Design
3.10	Utility Coordination (Railroad Coordination)

4.01A	Minor Bridge Design

-

2. The Team (either the Prime Consultant and/or one of more of their sub-consultant team members) **MUST** be prequalified by GDOT in the area classes listed below:

Number	Area Class
1.06(a)	NEPA
1.06(b)	History
1.06©	Air Quality
1.06(d)	Noise
1.06(e)	Ecology
1.06(f)	Archelogy
1.10	Traffic Analysis

3.02	Two-Lane or multi-lane urban Roadway Design
3.06	Traffic Operation Studies
3.07	Traffic Operations Design
3.08	Traffic Control Systems Analysis, Design & Implemen
3.08	Landscape Architecture design
3.10	Utility Coordination (Railroad Coordination)
3.13	Facilities for Bicycles and Pedestrians
5.01	Land Surveying
5.02	Engineering/Surveying
5.04	Aerial Photography
5.08	Overhead/Subsurface Utility Engineering (SUE)
6.02	Bridge Foundations
8.01	Construction Engineering and Supervision
9.01	Erosion, Sedimentation, and Pollution Control Pla
9.03	Field Inspection for Erosion Control

Attachments:

File Name or URL	Type	Description
Area Class Summary	File	Area Class Summary

Select one of the following:

☐ a. I have reviewed and completed the Area Classes Summary *(Response attachments are required)*

*6.

Standards for Evaluation in Factors Phase I

1. Prime's Experience, and Qualifications (30%): The Evaluation Committee will evaluate all Proponents on their Experience and Qualifications, which shall account for a total of thirty percent (30%) of the total evaluation score.

2. Prime's Resources, and Workload Capacity (20%): The Evaluation Committee will evaluate all Proponents on their Resources availability and Workload Capacity which shall account for a total of twenty percent (20%) of the total evaluation score.

Please ensure your response is formatted in accordance with the Submittal Format document attached.

Attachments:

File Name or URL	Type	Description
Submittal Format_required (6)	File	

Select one of the following:

☐ a. I have uploaded my response for Phase I. *(Response attachments are required)*

*7.

Ø FTA Federal Clauses

Attachments:

File Name or URL	Type	Description
Federal Clauses	File	Federal Clauses

Select one of the following:

☐ a. I have attached the FTA Federal Clauses *(Response attachments are required)*

*8.

Ø Georgia Security and Immigration Compliance Act Affidavit

Attachments:

File Name or URL	Type	Description
Georgia Security and Immigration Compliance	File	Georgia Security and Immigration Compliance Act Affidavit

Act Affidavit		

Select one of the following:

☐ a. I have completed the Georgia Security and Immigration Compliance Act Affidavit *(Response attachments are required)*

*9.

Ø Certification Form

Attachments:

File Name or URL	Type	Description
Certification Form	File	Certification Form

Select one of the following:

☐ a. I have completed the Certification Form *(Response attachments are required)*

*10.

ii. Financial Capability. To indicate financial capability, Offerors must submit the following:

- Attestation of Financial Capability - Offeror is required to review and sign the Attestation of Financial Capability to do business with the City, and failure to do so will result in the Offeror being deemed non-responsive. If the offeror is a joint venture entity, only the majority joint venture partner is required to sign the acknowledgment of attestation.

ACKNOWLEDGMENT OF ATTESTATION

The Offeror hereby acknowledges and certifies that its financial records have been examined by the undersigned, that the undersigned is familiar with the Offeror's financial condition, and that the Offeror is in sound financial condition. The Offeror further certifies that it has no outstanding judgments, liens, or litigation risks that would compromise its ability to fulfill its obligations to the City of Atlanta; that it is current with all federal and state tax payments and required employment withholding obligations; and that it is fully willing and financially capable of meeting all obligations required under the solicitation in accordance with the specifications and timeframes established by the City of Atlanta.

The Offeror further acknowledges and certifies that all information provided, and all statements made in connection with this attestation are true, accurate, and correct as of the date of execution of this acknowledgment. This acknowledgment constitutes a continuing attestation, and the Offeror agrees to notify the City of Atlanta within fifteen (15) days of any material change to any of the representations made herein.

The Offeror acknowledges that any false or fictitious statement or representation made in connection with this Acknowledgment of Attestation may be subject to fines and penalties as provided under O.C.G.A. § 16-10-20.

Hint: Please enter your name and job title to acknowledge.

_____

*11.

Ø Indication of Insurability

A signed and dated letter from the Offeror's insurance broker, on the broker's official letterhead, confirming that the Offeror is qualified for and has the financial capacity to obtain the required insurance coverages. The letter must reference the solicitation number and title. If the offeror is a joint venture entity, the General Liability and Excess/Umbrella insurance policies must be in the name of the joint venture entity. The indication of insurability letter must reference the joint venture entity. If the offer chooses to provide a certificate of insurance in lieu of the broker letter of insurability, the certificate of insurance must evidence all the required insurance coverages as stated in the Appendix B, or the offeror will be deemed non-responsive.

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
QBS/PS/DOT/2609-1270086
Marietta Road Bridge Replacement over CSX - Phase I

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured**.** In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by

Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

i) Best's rating not less than A-, ii) Best's Financial Size Category not less than Class VII, and iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

4. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or

extension terms, and until all work has been completed to the satisfaction of City.

5. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta by email or in writing at the address listed below by mail within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Email: RiskCOI@AtlantaGa.Gov
Enterprise Risk Management
68 Mitchell St.
Suite 9100 Atlanta,
GA 30303

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

6. Electronic Submission of Proof of Insurance Required Upon Renewal

Proof of current insurance coverage is required upon each insurance renewal term. Sixty days prior to your Certificate of Insurance expiration, you will receive an automated email (to the contact email you provided to the City of Atlanta Department of Procurement) from notifications@origamirisk.com which contains a personalized link that will be used to upload your proof of insurance documents. Per your contract, it is required that you upload your proof of insurance prior to the expiration date of your insurance coverage. Please contact your contract specialist with

the Department of Procurement should you have any questions or need any further assistance regarding this requirement.

7. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

8. Certificate Holder

The **City of Atlanta Office of Enterprise Risk Management** at **68 Mitchell Street, Suite 9100, Atlanta, Georgia 30303** must be named as certificate holder. All notices must be emailed to: **RiskCOI@AtlantaGa.Gov.**

9. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

10. Additional Insured Endorsements

Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured.
Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.

11. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

12. Self Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement.

Workers' Compensation. . . . . .
Statutory
Employer's Liability:
Bodily Injury by Accident/Disease **$1,000,000 each accident**
Bodily Injury by Accident/Disease **$1,000,000 each employee**
Bodily Injury by Accident/Disease **$1,000,000 policy limit**

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **$1,000,000 per occurrence subject to a $2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

Contractual Liability
Broad Form Property Damage
Premises Operations
Personal Injury
Advertising Injury
Fire Legal Liability
Medical Expense
Independent Contractor/Consultants/Subcontractor/Consultants
Products – Completed Operations
Explosion, Collapse and Underground (XCU) Liability

Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)

Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

Owned, Non-owned & Hired Vehicles
Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Excess or Umbrella Liability Insurance

Contractor/Consultant shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **$3,000,000 per occurrence**.

Coverage must follow form with primary policy
May be used to achieve minimum liability limits
Coverage must be as broad as primary policy

F. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **$2,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of

work contained in this document. The policy will include at least a three-year Extended Reporting Provision.

G. Primary and Non-Contributory

Contractor/Consultant coverage shall be Primary and Non-Contributory where permissible.

H. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

Attachments:

File Name or URL	Type	Description
Appendix B - 1270086	File	Appendix B - 1270086

Select one of the following:

☐ a. Please upload a signed and dated letter from your insurance broker confirming your ability to obtain the required insurance coverages, and/or a certificate of insurance showing all required insurance coverages as stated in the Appendix B. You may provide either document or a combination of both to demonstrate that your company meets the insurance requirements. *(Response attachments are required)*

12.

ØDemonstration of Ability to Meet OCC Requirements

Offerors must complete and submit all required Office of Contract Compliance (OCC) documentation applicable to this solicitation in Phase II. The OCC required documentation is attached in Appendix A and must be completed in its entirety and uploaded in accordance with the specific instructions.

Office of Contract Compliance Requirements (IFB)

The City of Atlanta has established a Small Business Opportunity ("SBO") participation goal for this solicitation. This goal is not a fixed quota, set-aside, or preference, but rather a participation target that may be met through prime contracting, subcontracting, joint ventures, or other approved partnerships in accordance with the City's OCC requirements.

To assist prime offerors, OCC has set forth in this introduction section the applicable Diversity Program, Goals, and NAICS Code(s) for this solicitation:

- **Diversity Program – Small Business Enterprise**
- **Diversity Program Goal – 25%**
- **Dominant NAICS Code:**
  541310 - Architectural Services; 541330 - Engineering Services

The City of Atlanta will monitor and evaluate each Offeror's submission for participation and/or documented Good Faith Efforts to promote equitable contracting opportunities consistent with the City's Participation Programs and applicable provisions of the City Code.

No Offeror shall be awarded a contract on an eligible project solicitation unless OCC has completed its collective review of submitted documentation and has determined that the Offeror has satisfied the non-discrimination requirements of the applicable City Diversity Program Code of Ordinances.

Attachments:

File Name or URL	Type	Description
OCC Requirements _1270086	File	OCC Requirements _1270086

13. **OCC Requirement - Form 1 - Covenant of Non-Discrimination**

Attachments:

File Name or URL	Type	Description
Covenant of Non Discrimination	File	Covenant of Non Discrimination

14. **OCC Requirement - FORM 2 - Good Faith Efforts**

Attachments:

File Name or URL	Type	Description
Good Faith Efforts -1270086	File	Good Faith Efforts -1270086

15. **OCC Requirement – FORM 3 – Subcontractor Utilization Plan**

Attachments:

File Name or URL	Type	Description
Subcontractor Utilization Plan	File	Subcontractor Utilization Plan

16. **OCC Requirement – Letter(s) of Intent**

Attachments:

File Name or URL	Type	Description
Letter(s) of Intent - 1270086	File	Letter(s) of Intent - 1270086

17.

Requirements for Phase II

1. Technical Approach (40%): The Evaluation Committee will evaluate the Short-Listed Proponents on their Technical Approach, which shall account for a total of forty percent (40%) of the total evaluation score.

2. Past Performance (10%): The Evaluation Committee shall consider information provided via references provided for relevant projects, knowledge any member of the Evaluation Committee has of performance on relevant projects, and performance evaluations or knowledge presented on ATLDOT and GDOT projects. The Evaluation Committee will consider all factors in their totality and will arrive at an evaluation score for the Past Performance.

18.

Schedule of Events

Event	Date	Time
Solicitation Conference Held	N/A	N/A
Supplier Questions submitted in ATLCloud	10/27/2026	12:00 P.M.

Close Date	11/23/2026	2:00 P.M. E

19.

Ø Eligibility of Award

After evaluations of Phase II, Offerors eligible for Award must provide the following documentation within five (5) business days following notice:

- Supplier Signed Contract
- Notarized IIREA affidavit or exemption
- Proof of active registration on SAM.gov or exemption
- Bid bond if applicable
- Certificate of Insurance

Ø Award

Award shall be made to the most responsible and responsive Offeror who met the eligibility of Award requirements.

20.

Additional Information

ØSubmission Due Dates

Submissions are due at the time and date specified via ATLCloud. Late submissions will not be accepted. All questions must be submitted through ATLCloud within five (5) calendar days from the date of advertisement. Unauthorized communication may result in disqualification.

ØBlackout Period and Anti-Lobbying

The Blackout Period begins with the advertisement of the solicitation and shall remain in effect until execution of the contract, or the solicitation is cancelled and will not be resolicited, whichever comes first. During the Blackout Period, all questions, comments or discussions pertaining to this solicitation must be directed to the Department of Procurement's assigned Procurement Professional or the appropriate Supervisor. Offeror or any representative, agent or other person acting on behalf of Offeror is prohibited from contacting any other City agency, employee, representative, or elected or appointed official regarding questions, comments or discussions about this solicitation. Violations of this section will result in Offeror's disqualification.

The City's Anti-Lobbying policies also prohibit any direct or indirect attempts to influence the selection process, including through the involvement of City employees or elected or appointed officials. Violations may result in Offeror's disqualification, suspension, or debarment in accordance with the City Code.

ØDisqualification

The City reserves the right to disqualify any Offeror failing to provide required documents.

ØRequest for Debrief

Non-Awarded Offerors may request a debrief within thirty business days of the Award posting. Requests must be submitted in writing.

ØGeorgia Open Records Act

Information provided is subject to disclosure under the Georgia Open Records Act. Confidential portions should be marked, but disclosure cannot be guaranteed.

ØNon-Discrimination and Socio-Economic Program Compliance

Offerors must comply with the City's EBO and EEO programs, prohibiting discrimination based on various factors. Non-compliance may result in penalties.

ØCancellation of Solicitation

The City may cancel the solicitation or reject submissions in whole or part in accordance with the City Code.

21.

Certification and Acknowledgements

A. Certification Against Collusion and Other Anti-Competitive Practices

Collusion and other anti-competitive practices among Offerors are prohibited by city, state, and federal laws. All Offerors shall identify a person who has authority to sign for the Offeror who, by execution of this RFP, certifies, in writing, as follows:

"I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, labor, services, construction, materials, or equipment to be furnished or professional or consultant services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Offeror."

Acknowledged By:

*22. By signing in the designated area below, the undersigned certifies (i) that the undersigned is authorized to make this submission on behalf of the Offeror, (ii) that the undersigned is an authorized representative of the Offeror responsible to have read and fully understand the requirements of this solicitation, and (iii) that its submission hereto is binding on the Offeror in respect to all terms and conditions of this solicitation and applicable law.

Hint: Please enter your initials.

*23. **Printed Name**

_____

24. **B. Agreement to Comply with ALL Identified Requirements of this Solicitation Costs**

By submitting a response, the Offeror is certifying its agreement to comply with all of the identified requirements of this solicitation and that all costs for complying with these general business requirements are included in the Offeror's submitted pricing. All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The City is not obligated to any party to reimburse such expenses. All submissions upon receipt become the property of the City.

Acknowledged By

*25. By signing in the designated area below, the undersigned certifies (i) that the undersigned is authorized to make this submission on behalf of the Offeror, (ii) that the undersigned is an authorized representative of the Offeror responsible to have read and fully understand the requirements of this solicitation, and (iii) that its submission hereto is binding on the Offeror in respect to all terms and conditions of this solicitation and applicable law.

Hint: Please enter your initials.

_____

*26. **Printed Name**

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