REQUEST FOR PROPOSAL

RFP/PS/DPR/2608-1270023/William Walker Aqua Center Design Build



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1 Requirements

**Response is required*

1.1 Section 1. Solicitation Requirements

*2.

Project Information

Ø Project Background

The City of Atlanta, Georgia is using the Design-Build delivery method for design, permitting and construction of the William Walker Aquatic Center, (Project). This Design Criteria Package (DCP) presents specific minimum requirements related to the features to be provided by the Design/Builder selected for the Project. This DCP is an Exhibit to the Request for Proposal (RFP) document issued by the City's Department of Procurement (DOP).

Ø Project Scope

The successful Design/Builder will design and construct the Project in accordance with the requirements of this RFP, the Design Criteria and technical requirements and all other Exhibits and Appendices and any Addenda to this RFP, including all documents, included therein, site survey, specifications, and other information references in and/or included therein, all of which materials are incorporated into this RFP by reference.

Please see the attached Statement of Work, Space Requirements, PSC Video and Transcript, Existing Site Survey, and PSC Attendee Sheet.

Attachments:

File Name or URL	Type	Description
PSC- WWAC Attendee Sheet	File	PSC- WWAC Attendee Sheet
WWAC Site Visit Form	File	WWAC Site Visit Form
Existing Site Survey	File	Existing Site Survey
Scope of Work	File	Scope of Work
Transcript_PSC WWAC. pdf	File	Transcript_PSC WWAC.pdf
WWAC- PSC Presentation. pptx	File	WWAC- PSC Presentation.pptx
Space Requirements	File	Space Requirements

Select one of the following:

☐ a. I have reviewed the attached Scope of Work, Space Requirements, PSC Presentation, PSC Transcript, Existing Site Survey, and PSC Attendee Sheet

1.

About This Solicitation

The City of Atlanta (the City) issues this Request for Proposal (RFP) to solicit proposals from qualified and experienced Offerors to provide design and construction services for the Project in accordance with the requirements of this RFP, the Design Criteria and technical requirements and all other Exhibits and Appendices and any Addenda to this RFP, including all documents, included therein, site survey, specifications, and other information references in and/or included therein, all of which materials are incorporated into this RFP by reference. 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").

This document is written for clarity and ease of use. Offerors should follow the instructions carefully and submit all required information in the format requested.

Purpose of the Solicitation

The purpose of this solicitation is to:

- Solicit proposals from qualified Offerors capable of performing the required services
- Evaluate proposals in accordance with the evaluation criteria set forth in this solicitation and the City Code
- Identify the proposal determined to be most advantageous to the City

Issuance of this solicitation does not constitute an agreement or commitment by the City. Any engagement for services will occur only upon execution of a fully approved and binding contract.

ØStandard 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.

*3.

Ø Site Visit Form

Review and complete the attached Site Visit Form.

Attachments:

File Name or URL	Type	Description
WWAC Site Visit Form	File	WWAC Site Visit Form

Select one of the following:

☐ a. I have completed and attached the Site Visit Form *(Response attachments are required)*

*4.

Ø General Conditions

Review the attached General Conditions.

Attachments:

File Name or URL	Type	Description
Standard form of General Conditions	File	Standard form of General Conditions

Select one of the following:

☐ a. I have reviewed the attached General Conditions

*5.

Ø Milestones and Liquidated Damages

Review the attached Milestones and Liquidated Damages

Attachments:

File Name or URL	Type	Description
Milestones and Liquidated Damages	File	Milestones and Liquidated Damages

Select one of the following:

☐ a. I have reviewed the Contract Milestones and Liquidated Damages

*6.

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
WWAC - Agreement - 1270023	File	WWAC - Agreement - 1270023

Select one of the following:

☐ a. I have reviewed the attached Project Contract

*7.

ØStatement of Proponent's Qualifications

Review and complete the attached Statement of Proponent's Qualifications.

Attachments:

File Name or URL	Type	Description
Statement of Proponent Qualifications	File	Statement of Proponent Qualifications

Select one of the following:

☐ a. I have completed the Statement of Proponent's Qualifications *(Response attachments are required)*

*8.

ØSafety Record Form

See and complete attached Safety Record Form.

Attachments:

File Name or URL	Type	Description
Safety Record-WWAC	File	Safety Record-WWAC

Select one of the following:

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

9.

Required Proposal Submissions

ØOffice of Contract Compliance (OCC) Requirements

Offerors must complete and submit all required Office of Contract Compliance (OCC) forms and documentation applicable to this solicitation. OCC documentation is required as part of the proposal submission and must be completed in accordance with OCC instructions.

Applicable USE SECTION (EBO) - The City of Atlanta has established a Minority Business Enterprise ("MBE") & Female Business Enterprise ("FBE") participation goals 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.

Applicable USE SECTION (Joint Venture) - The City of Atlanta has determined that this solicitation has met the required threshold and standards to require offerors to enter a Joint Venture at the time of the solicitation submittal deadline. Offerors must make documented Good Faith Efforts to form joint venture teams according to the specific structure guidance described in the attached OCC Requirements – Appendix A. An executed Joint Venture Agreement must be uploaded and submitted at the time of the solicitation submittal deadline.

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 – EBO**
- **Diversity Program Goal – 25% MBE, 10% FBE**

- **Dominant NAICS Code:**
  236220 - Commercial Institutional Building Construction; 238110 - Poured Concrete Foundation and Structure Contractors; 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
Office of Contract Compliance Requirements - 1270023	File	Office of Contract Compliance Requirements - 1270023

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

Attachments:

File Name or URL	Type	Description
OCC Form 1 - 1270023	File	OCC Form 1 - 1270023

Hint: Form is available in the attached OCC Requirements

Select one of the following:

☐ a. I have completed OCC Requirement - Form 1 - Covenant of Non-Discrimination *(Response attachments are required)*

*11. OCC Requirement - Form 2 - Good Faith Efforts

Attachments:

File Name or URL	Type	Description
OCC - Form 2 - 1270023	File	OCC - Form 2 - 1270023

Hint: Form is available in the attached OCC Requirements

Select one of the following:

☐ a. I have completed OCC Requirement - Form 2 - Good Faith Efforts *(Response attachments are required)*

*12. OCC Requirement - Form 3 - Subcontractor Utilization Plan

Attachments:

File Name or URL	Type	Description
OCC - Form 3 - 1270023	File	OCC - Form 3 - 1270023

Select one of the following:

☐ a. I have completed OCC Requirement - Form 3 - Subcontractor Utilization Plan *(Response attachments are required)*

*13. OCC Requirement - Letter(s) of Intent

Attachments:

File Name or URL	Type	Description
Letter(s) of Intent - 1270023	File	Letter(s) of Intent - 1270023

Select one of the following:

☐ a. I have completed OCC Requirement - Letter(s) of Intent *(Response attachments are required)*

*14. **OCC Requirement - Executed Joint Venture Agreement**

Attachments:

File Name or URL	Type	Description
JV Agreement - 1270023	File	JV Agreement - 1270023

Select one of the following:

☐ a. I have uploaded the Executed Joint Venture Agreement. *(Response attachments are required)*

*15.

ØFinancial Capability

- 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.

_____

*16.

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

RFP/PS/DPR/2608-1270023/ William Walker Aqua Center Design Build

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 Accord 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 AtlantaOffice ofEnterpriseRisk 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 **$2,000,000per occurrence subject to a $4,000,000 aggregate**. The following indicated extensions of coverage must be provided:

SELECT FROM THE FOLLOWING COVERAGE FORMS BASED ON SCOPE OF WORK AND EXPOSURE

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

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 **$3,000,000per 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. Builders Risk / Installation Floater

Contractor/Consultant shall procure and maintain policy for Builders Risk/ Installation Floater with all risk coverage to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The coverage must be in an amount equal to **100 percent of the value of the contract**. The following indicated extensions of coverage must be provided:

All Risk Coverage

Operational Testing Coverage included

Loss Payee Endorsement

.

G. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **$1,000,000** 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.

H. Performance Bond and Payment Bond

-

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney and certified by an official of said surety. **Be a U.S. Treasury Circular 570 listed company.**

I. Primary and Non-Contributory

-

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

J. 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 more than the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

END OF DOCUMENT

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)*

*17.

Ø Proposal

The offeror must submit their proposed solution to meet the needs as outlined in the scope of work.

Attachments:

File Name or URL	Type	Description
Evaluation of Proposals	File	Evaluation of Proposals

Select one of the following:

☐ a. I have attached my proposed solution. *(Response attachments are required)*

*18.

Evaluation and Selection

Proposals will be evaluated by an Evaluation Committee in accordance with the City Code.

Ø Evaluation Criteria

The evaluation criteria below are derived from City of Atlanta Procurement and Real Estate Code Section 2-1188 (k). Offerors must meet all minimum qualification requirements and provide clear, complete responses addressing each criterion.

Ø Executive Summary / Organizational Structure

- 1. Executive Summary:

1.1 Cover Letter: The executive summary must include a letter with the

Proponent's name, address, telephone number and fax number, signed by a person

authorized to act on behalf of the Proponent. The letter should also include the name, title,

address, e-mail address, telephone number and fax number of the person signing the letter

and the name, title, address, e-mail address, telephone number and fax number of one (1)

contact person to whom all future correspondence and/or communications may be directed

by the City concerning this procurement, if that person is different from the person

executing the letter. The letter should also designate the type of business entity that

proposes to enter into a Contract with the City and the identity of any other business entities

that will comprise the Proponent and include a brief history of the Proponent and statement

of the Proponent's approach to providing the work solicited in this RFP.

1.2 Detailed Executive Summary: The purpose of the Detailed Executive

Summary is to provide an overview of the Proponent's qualifications to

accomplish the

project. At a minimum, the Detailed Executive Summary must contain the following

information:

• Complete legal name of the Proponent and the name of the legal entities that comprise

the Proponent. The Proponent must provide the domicile where each entity comprising

it is organized, including entity name, brief history of the entity, contact name, address,

phone number, and facsimile number, as well as the legal structure of the entity and a

listing of major satellite offices;

• The general and specific capabilities and experience of the Proponent's Team. Each

Proponent must identify examples where team members have worked together to

complete a project of similar scope and size and discuss how the team was formed and

how the team will function as an integrated unit in providing services to the City;

• A description of the Proponent's plan for complying with the City's EBO goals. This

section should include detailed information regarding the essential subcontractors/

subconsultants the Proponent intends to use and should indicate the role and

responsibilities these firms will be assigned. Each Proponent must provide a letter from

each essential subcontractor/ subconsultant indicating that the firm concurs with the

role and responsibility Proponent has described; and

• Litigation Disclosure Statement. A declarative statement as to whether the Proponent

or any member of the Proponent team has an open dispute with the City or is involved

in any litigation associated with work in progress or completed in both the private and

public sector during the past five (5) years. The Executive Summary will be evaluated

based on completeness of the information requested in a concise, easily understood

form.

Hint: Please provide details in the narrative space and upload evidence that demonstrates technical expertise, organizational capacity, relevant experience, and ability to meet this minimum qualification requirement Response attachments are required.

*19.

Ø Key Personnel, Overall Experience, Qualifications and Performance on Previous Projects

- Key Personnel, Overall Experience, Qualifications and Performance on
- Previous
- Projects
- 2.1 Identify the Key Personnel that the Design-Builder will use to fill the
- following positions:
- • Project Manager (e.g., the person providing overall responsibility; primary
- project contact with the City);
- • Construction Manager;
- • Construction Superintendent;
- • Engineering Design Manager;
- • Lead Structural Design Engineer;
- • Lead Electrical Engineer;
- • Lead Mechanical Engineer;
- • Lead Geotechnical Design Engineer; and
- • Site Safety Officer;
- • Key Personnel Experience demonstrating minimum qualifications described in
- the Overall Experience Section.
- 3
- • Submission of these names constitutes a commitment to use these individuals
- if the Proponent is selected, and changes may be made only with the prior
- written consent of the City. In the event there is need to replace Key Personnel
- during the course of the project, Proponent must describe its back-up personnel
- plan providing the City with approval of replacement personnel that meet the
- original criteria.
-

Select one of the following:

☐ a. Newly Established Business - please attach formal statement on company letterhead *(Response attachments are required)*
☐ b. Established Business - please provide information for References

Respond to the following requirements if you selected option b. for requirement 19.
*19.b.1. Reference One Select one of the following: ☐ a. Enter Reference Details
*19.b.2. Reference Two Select one of the following: ☐ a. Enter Reference Details
*19.b.3. Reference Three Select one of the following: ☐ a. Enter Reference Details

Respond to the following requirements if you selected option a. for requirement 19.b.1.
*19.b.1.a.1. Project (Name and brief description): _____ _____ _____
*19.b.1.a.2. Project Budget: _____
*19.b.1.a.3. Contact Person for Reference: _____
*19.b.1.a.4. Contact Person Title: _____
*19.b.1.a.5. Contact Phone/Ext: _____
*19.b.1.a.6. Contact Email: _____
*19.b.1.a.7. Was your firm's performance satisfactory?

	Select one of the following: ☐ a. Yes ☐ b. No
*19.b.1.a.8.	Did your firm stay within budget? Select one of the following: ☐ a. Yes ☐ b. No
*19.b.1.a.9.	Did your firm follow the scope and bid requirements? Select one of the following: ☐ a. Yes ☐ b. No
*19.b.1.a.10.	Were deliverables provided as agreed? Select one of the following: ☐ a. Yes ☐ b. No
19.b.1.a.11.	Additional Comments: _____ _____ _____

Respond to the following requirements if you selected option a. for requirement 19.b.2.	
*19.b.2.a.1.	Project (Name and brief description): _____ _____ _____
*19.b.2.a.2.	Project Budget: _____
*19.b.2.a.3.	Contact Person for Reference: _____
*19.b.2.a.4.	Contact Person Title: _____
*19.b.2.a.5.	Contact Phone/Ext:

_____
*19.b.2.a.6. Contact Email: _____
*19.b.2.a.7. Was your firm's performance satisfactory? Select one of the following: ☐ a. Yes ☐ b. No
*19.b.2.a.8. Did your firm stay within budget? Select one of the following: ☐ a. Yes ☐ b. No
*19.b.2.a.9. Did your firm follow the scope and bid requirements? Select one of the following: ☐ a. Yes ☐ b. No
*19.b.2.a.10. Were deliverables provided as agreed? Select one of the following: ☐ a. Yes ☐ b. No
19.b.2.a.11. Additional Comments: _____ _____ _____

Respond to the following requirements if you selected option a. for requirement 19.b.3.
*19.b.3.a.1. Project (Name and brief description): _____ _____ _____
*19.b.3.a.2. Project Budget: _____
*19.b.3.a.3. Contact Person for Reference:

_____
*19.b.3.a.4. Contact Person Title: _____
*19.b.3.a.5. Contact Phone/Ext: _____
*19.b.3.a.6. Contact Email: _____
*19.b.3.a.7. Was your firm's performance satisfactory? Select one of the following: ☐ a. Yes ☐ b. No
*19.b.3.a.8. Did your firm stay within budget? Select one of the following: ☐ a. Yes ☐ b. No
*19.b.3.a.9. Did your firm follow the scope and bid requirements? Select one of the following: ☐ a. Yes ☐ b. No
*19.b.3.a.10. Were deliverables provided as agreed? Select one of the following: ☐ a. Yes ☐ b. No
19.b.3.a.11. Additional Comments: _____ _____ _____

*20.

Ø Management Plan

- Management Plan:
- Based on the Proponent's Organizational structure, describe how the Proponent will manage the Work to be provided, specifically addressing the following:
- o Proponent's approach to team leadership;
- o How the Proponent will:
- ▪ Ensure proper communication amongst all members;
- ▪ Assure the City that all Service(s) will be kept within any established time and budget constraints;
- 5
- ▪ Establish and maintain the necessary cooperative relationships;
- ▪ Coordinate all necessary project activities within that team relationship;
- ▪ Establish a QNQC process that may include, but not be limited to, a QA/QC review team
- ▪ Identify the methods, procedures and/or tools to be utilized to manage aforementioned project elements;
- ▪ Proponent's proposed method to identify and resolve issues during the project duration and make critical decisions;
- ▪ Proponents approach and general plan to transition project from the Substantial Completion and Final Acceptance stages to the City's operation and maintenance staff.

Hint: Please provide details in narrative space and upload evidence that demonstrate a proven history of performing projects within required timeframes without material delays or service interruptions.
Response attachments are required.

*21.

Ø Conceptual Submittal (Project Approach)

- Conceptual Submittal (Project Approach):
- Proponent is required to provide a detailed narrative and visual renderings describing the proposed Facility. The narrative and renderings must include the distinct character of the facility, physical attributes, amenities, level of proposed services and any other information necessary to fully describe the proposed facility, within the parameters of Exhibit B-2: Space Requirements including, at a minimum, the following:
- Identify any design or construction features that the Proponent represents will set the facility apart as a dynamic Aquatic Facility.

- Provide the general color scheme, fixtures, casework, furniture and décor and the image
- sign and graphic elements.
- Submit a maximum of ten (10) different color sketches depicting the proposed facility.
- Sketches may be 11" x 17" but must be folded to 8 ½" x 11" when submitted and should
- include:
- • The overall design of the Facility.
- • The Lobby area, meeting rooms and key common area amenities.
- • Aquatic Area
- • Site Plan
- • Floor Plans

Hint: Please provide details in narrative space and upload evidence that demonstrate providing services or supplies similar in scope and complexity.
Response attachments are required.

*22.

Ø Sustainability Elements

- Sustainability Elements: The design and construction of this Facility is required to
- meet, at a minimum, LEED Silver rating level. Proponent shall describe its proposed
- sustainability program for the Facility. Proposals should reflect sustainable development,
- demonstrating their ability to lower energy consumption, water use, waste (trash to
- landfills) and greenhouse gas emissions, and any others, to achieve the rating level.

Hint: Please provide details in narrative space and upload evidence that demonstrate satisfactory performance on prior projects of similar scope and complexity.
Response attachments are required.

*23.

Ø Cost Proposal

Cost Proposal: Each Proponent must submit a Lump Sum Amount for the design build of the William Walker Aquatic Center. The Lump Sum Amount shall include the Warranty conditions described herein. The Cost Proposal must support the Scope of

Work – Exhibit B-2: Space Requirements contained in the RFP and fully encompass all activities in the Proponent's Proposal.

Attachments:

File Name or URL	Type	Description
Cost Proposal	File	Cost Proposal

Select one of the following:

☐ a. I have completed the Cost Proposal *(Response attachments are required)*

24.

QUALIFICATIONS CRITERIA	**RELATIVE WEIGHT PERCENTAGE (%**
Executive Summary/Organizational Structure	10%
Key Personnel, Overall Experience, Qualifications and Performance on Previous Projects	15%
Management Plan	10%
Conceptual Submittal (Project Approach)	35%
Sustainability Elements	10%
Cost Proposal	20%
Total	**100%**

Attachments:

File Name or URL	Type	Description
Evaluation of Proposals-WWAC_	File	Evaluation of Proposals-WWAC_

25.

Post-Award Requirements

Ø Compliance

- Failure to submit all required proposal documents may result in a determination of non-responsiveness
- Failure to satisfy the eligibility of award requirements within the specified timeframe may result in the City proceeding with the next eligible Offeror

Ø Eligibility for Award

After completion of the evaluation process, Offerors determined to be eligible for award will be notified in writing. Eligible Offerors must submit the following documentation within five (5) business days of notification, unless otherwise specified:

- Supplier-signed City contract
- Notarized Illegal Immigration Reform and Enforcement Act (IIREA) affidavit or valid exemption
- Proof of active registration in SAM.gov or valid exemption
- Certificate of Insurance evidencing required coverages
- Certificate of Authority to Transact Business in the State of Georgia issued by the Georgia Secretary of State

26.

Schedule of Events

Event	Tentative Date	Time
Pre-Advertisement Notice Posted	5/15/2026	N/A
Pre-Solicitation Conference Held	6/30/2026	9:45 A.M. EST
Solicitation Conference Held	N/A	N/A
Suppliers Questions Submitted in ATLCloud	10/30/2026	12:00 P.M. EST

RFP Close Date	12/8/2026	2:00 P.M. EST

Deadline to submit Questions in Writing: Friday, October 30, 2026 at 12:00 P.M. (ET)

Proposals are due at the time and date set forth below:
Proposal Due Date: Tuesday, December 8, 2026 at 2:00 P.M. (ET) via ATLcloud

27.

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:

28.

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.

*29. 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.

_____

*30. **Printed Name**

_____

31. **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

*32. 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.

_____

*33. **Printed Name**

2 Lines

2.1 Line Information

Line	Estimated Quantity	Response Price	Line Amount	Response Minimum Release Amount
1-Design Services				

2.2 Line Details

2.2. Line 1 Design Services

To provide an alternate line, see appendix.

Category Name	**90735 - Design Services**		
Allow Alternate Lines	**Yes**	Alternate Line Provided	☐**Yes** ☐**No**
Target Minimum Release Amount (USD)		Estimated Total Amount (USD)	
Start Price (USD)			

4 Appendix: Alternate Lines

4.1 Instructions for Alternate Lines

Alternate lines are allowed for some negotiation lines. For these lines, you can propose one or more alternatives by entering information for each alternate line in the format given below. Print and insert multiple copies as per your requirement.

4.2 Alternate Lines Template

Negotiation Line *(Number and description of the negotiation line for which you have an alternative)*	Example:1-xxxxxx where xxxxxx is the line description of first negotiation line.
Alternate Line Number *(Enter only numbers in sequence starting with 1 for every alternate line)*	
Alternate Line Description	
Response Price *(For a negotiation line with cost factors, enter your line price in the cost factors table)*	
Response Minimum Release Amount	
Note to Buyer	

Price Breaks

If the negotiation line has price breaks which you are required to enter, then you must copy those price breaks for your alternate line. If they are optional, then you may propose price breaks in the space provided or on a separate sheet of paper.

Location	Quantity	Pricing Basis *(Price/Discount Percentage)*	Response Value	Start Date	End Date
