



Georgia World Congress Center Authority

Request for Proposals (RFP)

(From Pre-Qualified Finalists)

To provide

Services and Resources for

Hotel Development

(Original) RFQ-RFP No. GWCCA-HOTEL-1



Georgia World Congress Center Authority
REQUEST FOR PROPOSALS
 RFQ-RFP No. GWCCA-HOTEL-1
Hotel Development
 Atlanta, Georgia

I. General Information

A. OVERVIEW

The Georgia World Congress Center Authority (“GWCCA” or the “Authority”) is requesting proposals from pre-qualified finalist firms previously identified in the Authority’s earlier Request for Qualifications (RFQ) process to provide comprehensive development services in close coordination with the Authority for the development of an 800 to 1,200 room convention hotel (the “Hotel” or “Project”) on the campus of the Georgia World Congress Center (“GWCC”) in downtown Atlanta, Georgia.

This Request for Proposals (RFP) seeks comprehensive proposals for key services and components necessary for successful development of the Hotel. Only responsive proposals listing a pre-qualified finalist firm as a prime proposing firm will be eligible for consideration, although a proposed development team may include multiple entities. Pre-qualified finalist firms are listed (alphabetically) below:

- Capella Hotel Group
- Drew Company
- Garfield Public-Private
- Legacy Property Group/Stormont Hospitality
- Matthews Southwest

In issuing this RFP, it is the intent of the Authority that one finalist firm whose proposal is determined through the evaluation process described herein to be especially desirable will be selected to enter into discussions with the Authority for development of the Project. However, all proposals received that are fully responsive to this RFP may be eligible for further consideration at the Authority’s discretion.

All respondents to this RFP and their team members are subject to instructions communicated in this document, and are cautioned to completely review the entire RFP and follow instructions carefully. The Authority retains the right to reject any or all submittals and/or proposals, and to waive technicalities, irregularities, and informalities, and retains the right to cancel or conclude this procurement at any time without selecting a firm to provide the described services, without any liability to any respondents, or any other person or entity, and is under no obligation to make an award relating to this RFP to any person or entity.

The final terms of any development Agreement for the Project contemplated by this procurement will comply with the final terms and conditions of all prevailing Agreements which the Authority may hold, subject, in all cases, to strict compliance with the applicable provisions of the laws of the State of Georgia.

B. RESTRICTION OF COMMUNICATION (REMAINS IN EFFECT)

From the time of original advertisement of this RFQ-RFP solicitation, through this RFP issuance and proposal evaluation until final award is made to a successful respondent and such award is announced, interested firms are not allowed or permitted to communicate about this solicitation or scope with any staff or any official representatives of the Authority or their consultants involved in this procurement, except for submission of questions as instructed in the RFP, or as provided by any existing work agreement(s). Finalists and Apparent Awardee(s) are restricted from making public statements or press releases about their selection as finalists or the apparent award. For violation of this restriction, the Authority reserves the right to reject the submittal of the offending respondent.

C. PROJECT INFORMATION

1. Authority Information

The Authority is a public instrumentality of the State of Georgia and encompasses and operates facilities to promote economic benefit to the citizens of the State of Georgia. The GWCCA facilities host a wide variety of conventions, consumer/trade shows and corporate events each year. Located in downtown Atlanta, the Georgia World Congress Center (GWCC) is the 4th largest convention complex in North America and features 1.4 million square feet of prime exhibit space (3.9 million square feet total), 12 exhibit halls, 104 meeting rooms, three auditoriums and two grand ballrooms (33,000 and 25,700 square feet). The Authority oversees operations of the 220-acre campus that includes the GWCC, Georgia Dome and Centennial Olympic Park. The complex comprises one of the finest convention, sports, and entertainment complexes in the world. The Georgia International Plaza includes a pedestrian plaza on Andrew Young International Boulevard adjacent to the Georgia World Congress Center and Georgia Dome. The GWCC has 7000 parking spaces, in various decks and lots. In addition to the Atlanta facilities, the GWCCA manages the operation of the Savannah International Trade and Convention Center (SITCC) in Savannah, Georgia.

Centennial Olympic Park (COP) is the largest center-city park to be developed in the United States in the last 20 years. The 21-acre park was developed and is operated by the Georgia World Congress Center Authority and hosts a variety of events, from corporate receptions and picnics to major concerts and festivals. Centennial Olympic Park is located adjacent to the Georgia World Congress Center.

New Stadium Project (NSP). The NSP is a new state of the art, retractable roof, multipurpose stadium which is under construction on the GWCCA campus. In 2017 the NSP will replace the Georgia Dome as the new home field for the Atlanta Falcons, a franchise in the National Football League (the "NFL"). The NSP will host other professional and amateur sports, entertainment, cultural, and commercial events, and include related parking facilities and support infrastructure. **Thorough information about the new stadium, including development timelines, stadium plans and renderings, construction schedule and progress reports, etc. may be found at: <http://www.gwcc.com/about/stadium/Default.aspx>**

2. Project Goals

The Authority envisions a new Hotel, if developed, to be an immediate enhancement to the financial viability and dynamism of surrounding facilities, GWCC convention business, and to the City of Atlanta and the State of Georgia in general. While not seeking to be overly prescriptive on design, the Authority expects that the Hotel will exemplify exceptional architecture that complements the balance of the GWCCA convention, sports, and entertainment activity with the vitality of downtown Atlanta. The Hotel will function in harmony with, and support the activities and events of the GWCC, COP, and the NSP. It is envisioned that the new Hotel should create and support new demand for GWCC facilities, promote larger events in adjacent areas of the GWCC, and possibly spur additional development in the area. The prospective Hotel will also exemplify environmentally-sustainable technology related to design, construction, and efficient operation. The eventual development and design of the Hotel should allow for maximum flexibility in order to respond to changes in community and market needs over coming decades.

The Authority commissioned three independent market demand studies, which were completed in late 2013, and all of which generally support the Authority's pursuing development of a convention center hotel. Based on the studies and on additional market research conducted since the studies, the following important design and operational aspects or parameters are generally envisioned to be appropriate for the Hotel:

- 800 to 1,200 room facility.
- Net meeting room space of at least 60,000 square feet, exclusive of pre-function/service areas, etc.
- Booking policy, room block agreement, service agreements and/or exclusives, and facility access/usage arrangement with GWCCA.
- Restaurants, pools, fitness center, business center, and other amenities determined appropriate.
- Appropriate parking facilities, in addition to possible partial utilization of GWCCA Campus parking facilities.
- Direct proximity and access to buildings B and C of the GWCC and the NSP.
- Nationally recognized upper-upscale to luxury brand affiliation, or, if non-affiliated, appropriate dedication of Developer/Operator resources for development and operation at upscale/luxury level.

3. Updated Project Information and Additional Considerations for Incentives

The Authority recently provided, by Addendum to the RFQ, finalists with additional “pre-proposal information” to give finalists *updated* information which may provide more insight into the prospective development. A dropbox link to the information is provided below:

<https://www.dropbox.com/s/esmu2b0riuqn5wf/ADDENDUM%20NUMBER%20FIVE-%20GWCCA%20RFQ-RFP%20HOTEL-1-%20PRE-PROPOSAL%20PHASE%20INFORMATION.pdf?dl=0>

The Addendum described updated market information and many additional considerations for peripheral project resources and potential incentives. One of the sections in the attachment to the Addendum, “*Public Investment and Incentives Potentially Available to Assist Developers*”, described areas that GWCCA is generally aware of that might possibly assist in development. These (listed) areas were:

- a. Georgia Tourism Development Act.
- b. Property/Ad Valorem Tax Benefits.
- c. Westside Tax Allocation District.
- d. Certain State sales and use tax exemptions.
- e. Equity participation or incentives from a brand/management company, such as key money, reduced fees prior to stabilization and management performance guarantees.
- f. Atlanta Falcons’ potential interest in becoming an equity partner in the Hotel Project and/or providing a guarantee of annual room nights.

Concerning the above areas and any additional such incentives or outside project resources, proposing firms are responsible for researching and proposing, if applicable, the feasibility and application of these areas within their proposal. Regarding item “f”, it is strictly in the proposing firm’s sole discretion whether the proposing firm explores, wishes to pursue, or pursues ANY potentially-interested equity partner or guarantor. Proposing firms, if they so choose, are solely responsible for contacting* the Atlanta Falcons (and/or other potential equity partners), and any discussions held or agreements reached are at the sole discretion of the proposing firm and the party or parties it is in discussion with. The GWCCA neither encourages nor dissuades any proposing firm or other party entity’s decision to pursue or deny equity partnerships or guarantor arrangements, and will not be involved in, a party to or privy to any such discussions during the RFP process. However, after a prospective apparent award is reached, the GWCCA may become more involved and retains all rights in these and other areas pursuant to discussions or negotiation of a Development Agreement and any related agreement for the Authority. *Any finalist wishing to contact the Falcons should contact Rich McKay, President and CEO, directly.

4. Additional Conditions for Development

GWCCA enters into various agreements for campus venue operation and for coordination with partners and other entities for optimization of resources, successful event management, facility marketing, and revenue generation. Any development on the campus must ultimately be respectful of all such existing agreements and generally not inhibit GWCCA in honoring such agreements and/or responding to changes in facility needs, community needs and market needs over coming decades.

The NSP and other operational conditions necessitated certain agreements which have a degree of impact on the hotel development. All finalists will be provided with executed closing documents which encompass these agreements within a few days after the issuance of this RFP.

Another agreement which will have a degree of impact on prospective development on the GWCCA campus is the GWCCA Advertising Brokerage Agreement. A dropbox link is provided, below:

<https://www.dropbox.com/s/bbk11dga6svmsdj/GWCCA%20Advertising%20Brokerage%20Agreement.pdf?dl=0>

By submitting a proposal, submitting firms acknowledge and agree that any prospective Development Agreement and the Development shall not be in conflict with such agreements or other known prevailing agreements.

II. Scope of Services

A. DESCRIPTION OF SERVICES OF THE DEVELOPER

Note- The Authority considers the services which are envisioned and generally described herein to be necessary. Respondents shall assume them to be mandatory. The actual, final scope of services, however, may differ, may be greater or lesser, and shall be determined prior to execution of a prospective Development Agreement with a successful firm after the RFP process. The relationship of Developer to the Authority is envisioned to be that of an independent entity, regardless of eventual financial arrangements selected for actual development. It is recognized that the Developer "team" may be made up of multiple entities (Developer, Financing Partner, Operator, etc.). The development, design, construction, and operation of the Project will be governed by a Development Agreement with other supporting project agreements and ground leases likely. The Developer will be responsible for, but not limited to:

1. Thoroughly evaluating the analyses conducted to date concerning the proposed Hotel, and conducting or commissioning additional updated analyses.
2. Assembling a suitable development team experienced in the development, financing, design, construction, implementation, branding, and operational management of convention-oriented hotels, particularly those situated in a mixed-use, urban environment.
3. Entering in to a public-private arrangement such that the present and future economic, operational and connectivity goals and objectives of the GWCCA are aligned with the selected private-sector development entity. This includes utilization of Developer experience and abilities in the establishment of facility use agreements and convention center hotel booking policies.
4. Capitalizing the proposed Hotel with a combination of equity and debt that acknowledges both the cyclical nature of the lodging industry and the probable highly-visible location of the Project within the GWCCA campus.

The Developer and Developer team will be responsible for all aspects of the envisioned Project through final occupancy, with coordinated approval of the Authority. The Developer, including through the services of its approved Architect shall have overall responsibility for the design of all elements of the Project in accordance with all applicable laws, the requirements of Developer and Authority, and all technical services necessary or required in connection with the design of the Project. Developer shall be responsible for all services provided whether such services are provided directly by Developer or by the Financing Partner, Architect, Operator or any of its team or subconsultants. The scope of the basic services to be provided relative to the Project shall include, but not be limited to, the following disciplines to the extent necessary to provide a complete, and fully coordinated development program for the Hotel:

- Urban Development
- Land Use Planning
- Financial Analysis
- Financial Planning
- Financing
- Hospitality Market Analysis

- Community Involvement Planning
- Architecture
- Civil Engineering
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Space Management
- Construction and Construction Administration
- Plumbing and Fire Protection Engineering
- ADA design
- Audio, video, communications and information technology design
- Acoustic design
- Code compliance
- Furniture, fixtures and equipment (FF&E) design and specification.
- Interior design
- Sustainability / LEED certification, energy modeling, building analysis and commissioning
- Vertical Transportation design and engineering
- Traffic and Pedestrian Engineering
- Wayfinding/Signage
- Hotel Operation
- Event planning and coordination
- Human Resources planning
- Event Marketing
- Transportation and alternatives planning

The successful Developer and full team will apply industry best practices, appropriate upscale hotel design, hotel building codes, and the use, selection, and availability of construction materials trending in the upscale/luxury hospitality sector. The Developer and team will have experience in the oversight of large hotel projects of extreme complexity, including extensive experience in providing leadership in projects that utilize highly-technical building methods and applications. The Developer will have extensive experience in a leadership position utilizing the integrated services of analysts, architects, engineers, construction managers, financial staff, and project managers, and shall have the demonstrated ability to do so successfully.

Responsibilities of the Developer will also include: conceptual and logistical planning during preconstruction, construction, facility transition periods near the end of the Project; operating plan development, provision of project quality control systems, insurance, safety and compliance programs, constructability reviews as necessary, monitoring construction building controls and milestone schedules; review of reports, manuals, and developed standards from providers of inspection, testing, commissioning, and training services; effectively monitoring project costs; negotiating contracts for labor, material and services to the extent necessary. The Developer and team will have the responsibility for overseeing and implementing the Project on a daily basis pursuant to its agreement(s) with the Authority, and will provide the resources and expertise necessary to effectively monitor, review, and help coordinate as necessary, on the Authority's behalf, services performed by others involved in the Project. The Authority will assign a contract administrator for the prospective Development Agreement, whose services also may be augmented with that of other resources.

The Developer will keep the Authority well-informed of the progress of the Project through all phases, and will ensure that the relevant Authority agreements and event contracts impacted by the Project are being adhered to. The Developer, as a part of its services, will provide collegial collaboration, guidance, and assistance. The Authority will insist that all Developer team members for this Project approach it with a spirit of teamwork, openness, and partnership. The Developer will be responsible for providing, through the remaining RFP process and prospective Development Agreement, all elements of suitable and successful hotel development and operation. The brand or non-affiliated entity determined for the Hotel must have an established track record of successfully developing large, upscale or luxury convention center hotels, preferably in a mixed-use, urban environment. The operator for the Hotel must possess an established history of successfully managing large, convention center hotels, preferably in a mixed-use, urban environment, with demonstrated experience in the establishment and use of room-block agreements and facility access/use policy agreements.

III. Evaluation and Selection Process

A. OVERVIEW

The Authority has retained the following appropriate resources for continued assistance in carrying out this process:

1. Project Procurement Director

This individual shall be assigned by the Authority and will be responsible to the Authority. This individual shall be the Issuing Officer of the solicitation and shall facilitate this procurement process, including posting of solicitations and notices, receipt of submittals and questions, coordination of review, evaluation, ranking recommendation, facilitation of any meetings and interviews, and other duties up to, and throughout selection, and assistance with negotiation and prospective execution of a Development Agreement.

2. Selection Committee

This Committee shall be composed of qualified persons approved by the Authority to review and evaluate respondent firms' proposals, and possibly interview qualified finalist firms for ranking. This Committee shall retain the ability to utilize qualified persons and other resources for advisement as the Committee deems necessary.

B. METHOD OF COMMUNICATION

Public procurement documents, including attachments, and associated addenda (if issued) will be publicly posted on the Georgia Procurement Registry ("GPR") at the following web address (and may be directly downloaded using Adobe Acrobat Reader): http://ssl.doas.state.ga.us/PRsapp/PR_index.jsp. General communication of relevant, significant information regarding this solicitation will also be made via the GPR. All firms are responsible for checking the GPR on a regular basis for updates, clarifications, and announcements. The Authority reserves the right to communicate via electronic-mail with the respondents' primary contacts listed in the original Statements of Qualifications. **The Project Procurement Director named herein shall be the SOLE point of contact for participating firms for the duration of the procurement.** Other specific communications will be made as indicated in this RFP. In accordance with Section I-B above, the Authority reserves the right to reject the submittal of any respondent violating this provision.

C. EVALUATION OF PROPOSALS AND INTERVIEWS

The Selection Committee will evaluate all submittals upon submittal validation by the Project Procurement Director, which shall include verification of receipt-on-time and in good order (apparent responsiveness) and verification of receipt of requested Exhibits (if applicable). Each Selection Committee member/evaluator will assign points using the criteria identified in Section VI. Under facilitation and coordination from the Project Procurement Director, the members will thoroughly review and evaluate Proposals submitted in response to this RFP, using the criteria herein. The Authority will require a comprehensive presentation and interview of submitting firms, the evaluation of which shall augment the proposal evaluation. (More information and instructions will be provided to finalists for the interviews well prior to interview dates). It is the intent of the Authority that one finalist firm whose proposal is determined through the evaluation process described herein to be especially desirable will be selected to enter into discussions with the Authority for development the Project. However, one or more proposals received from finalist firms that are fully responsive to this RFP may be eligible for further consideration by the Authority.

D. APPARENT AWARD AND FINAL AWARD

After evaluation, If a firm is selected as apparent awardee, the names of the firm will be posted on the Georgia Procurement Registry and all finalists will receive direct notification from the Project Procurement Director of the firm's selection. The Authority will then schedule and conduct discussions with the apparent awardee firm in pursuit of a prospective Development Agreement suitable to the Authority and Developer, which will require additional submittals by the apparent awardee. If deemed necessary by the Authority, submittals may also be

required pursuant to a possible Pre-Development Agreement (See section E, below). Only the full execution of a satisfactory Pre-Development Agreement or Development Agreement will constitute final award.

E. ANTICIPATED SUBMITTALS REQUIRED OF PROSPECTIVE APPARENT AWARDEE

While actual requirements will be finalized after the Apparent Award Notification, it is anticipated that the apparent awardee firm can expect to provide some or all of the following elements, either in submittals required subsequent to apparent award, and/or in a mutually-agreed Pre-Development Agreement, subject to Authority determination:

- a. Detailed conceptual elevation and perspective renderings of Hotel complex to include preliminary layouts and exploratory plans for room counts, building height, and other components of design.
- b. Sustainability plan
- c. Space use plan
- d. Connectivity and transportation circulation estimate
- e. Preliminary Community Involvement plan
- f. Preliminary Equal Opportunity Plan
- g. Development Pro-forma
- h. Underwriting terms, ground lease terms, and payment schedules
- i. Preliminary Hotel Operating plan, including booking policy/access-use agreement structure
- j. Preliminary Hotel Event Marketing and Coordination plan
- k. Disclosure forms

NOTE- The above items are only anticipated to be required of the selected apparent awardee firm. They are NOT proposal deliverables for respondents to this RFP at this time.

IV. RFP Schedule of Events

The following Schedule of Events table represents the Authority's best estimate of the schedule that will be followed. All times indicated are prevailing times in Atlanta. The Authority reserves the right to adjust the schedule, with prior notice, as it deems necessary.

a. Project Procurement Director issues RFP-		8/7/15
b. Deadline for submission of written questions and requests for clarification-		8/26/15 2:00 PM
c. Project Procurement Director provides answers/clarifications/addenda-		9/4/15
d. Deadline for submission of Proposals-	2:00 PM	10/1/15
e. Proposer Presentation/Interviews (More information about interviews will be issued with clarifications (item "c", above)	TBD	10/26/15 through 10/28/15
f. Proposal evaluation completed and Project Procurement Director issues Notice of Apparent Award		10/30/15

V. DELIVERABLES for Proposals

Proposals must include certain signed and notarized Exhibits, which are provided herein, as follows: Exhibit I, *Proposal Certification* form; Exhibit II, *Georgia Security and Immigration Compliance Act Affidavit* form; and Exhibit III, *Non-Discrimination Certification* form. (Exhibits II and III are required again due to probable expansion of proposing teams). **The Proposals must be submitted in accordance with the instructions provided in Section VII-B, must be categorized and numbered as outlined below, and must be responsive to all requested information below:**

A. Executive Summary- Vision and Strategy

1. A Cover Letter, signed by a person authorized to act on behalf of the proposing firm shall be provided with the Executive Summary.
2. Executive Summary must contain overview information about the proposing team entities and the approach to this opportunity.
3. Executive Summary shall include a comprehensive statement of vision for the hotel and a detailed narrative on the strategy for development of a highly-successful hotel.
4. The Executive Summary shall include conceptual depictions using color sketches or other graphic tools deemed necessary by the proposing firm to appropriately support the proposed vision for the hotel and strategies for site use/coordination. An accompanying narrative shall be included to describe the concept, identify its uniquely iconic attributes, themes, design intent, aesthetic appeal and aesthetic harmony with surrounding area, and overall functionality of the concept to achieve stated project goals.

B. Detailed Team Organization

1. Provide a detailed organizational structure for the entire expanded proposed team, both graphically (chart or charts) and in narrative form. The Organizational Chart must depict, comprehensively, the relationship of all key personnel from all entities of the team to the principal-in-charge and other key members of the management team, for all aspects of the project, including depiction of how the organization might, if applicable, change in different phases of the project.
2. The accompanying narrative shall provide a description on roles and responsibilities of all entities and key personnel from all entities of the team. With the narrative, provide qualifications information of new firms which were not provided in the SOQs, and their relevant experience on similar projects. For any such new firms proposed as team members, briefly describe their form of ownership, history, growth, and resources.

C. Program Management Plan

1. Provide a plan for comprehensive management leadership of all components of this entire project, including how the coordination of all necessary project activities will be handled seamlessly by the team. Include the overall management approach, leadership plan, the plan for communication and decision-making, dispute resolution and problem solving, cooperative relationship-building, and quality assurance.
2. With regard to the disciplines and responsibilities described within the Scope of Services (Section II-A) of this RFP, address how the proposed management plan will ensure that all of these responsibilities and elements of the project will be managed for success. Provide information which will provide insight into your firm's understanding and approach for managing these elements, chronologically, from the project start to final completion.
3. Provide a preliminary Master Schedule for the entire project, including all assumptions.

D. Financial Analysis and Financing Plan

1. Provide your firm's comprehensive financial analysis of the prospective development, including all assumptions. The analysis must estimate the total costs including construction costs, professional fees, furniture and fixtures, insurance, equipment, operation, and soft costs necessary to complete the development, and provide mid-life cycle refurbishment and debt service payments.
2. Provide your firm's plan for permanent financing and capitalizing of the Hotel, with respect to the above analysis and all project components including design, construction, implementation, branding, and operational management, so that the stated goals of the Authority and your firm's strategic vision are realized. Include sources of equity/capital financing, amounts and timing of equity to be secured. Provide the minimum required rate of return for equity investors and short and long term lenders.
3. Provide audited financial statements for the submitting firm, team members, and any equity partners.

VI. Evaluation Criteria

A. Criteria for Evaluation of Proposals

The Selection Committee will evaluate Proposals using the following criteria:

25% Factor} Executive Vision and Strategy

15% Factor} Detailed Team Organization

25% Factor} Program Management Plan

35% Factor} Financial Analysis and Financial Plan

VII. Submittal Conditions

A. SUBMITTAL OF QUESTIONS AND REQUESTS FOR CLARIFICATION

Questions about any aspect of the RFP, or the project, shall be submitted prior to the appropriate deadlines indicated in the Schedule of Events, and shall be submitted in writing to:

Richard Sawyer
Project Procurement Director
Hotel Development
Georgia World Congress Center Authority
 e-mail: rsawyer@gwcc.com

The deadlines for submission of questions relating to the RFP are the times and dates shown in the *Schedule of Events- Section IV*. At any time prior to the submission date, the Authority may issue an RFP addendum to further clarify any part of this RFP, amend this RFP or issue instructions or further information. Each such addendum will be posted and/or distributed to all respondents. In addition, the Authority may adjust any timelines related to the project referenced herein or otherwise.

B. SUBMITTAL OF PROPOSALS

One (1) original and six (6) copies of the proposals shall be prepared, for a total of seven (7) sets. One complete copy must be provided via CD/DVD or flash drive as a SINGLE .pdf file. Each submittal shall otherwise be identical and include a transmittal letter. Submittals must be printed on standard (8½" x 11") paper. The pages of the qualification submittals must be numbered. A table of contents with corresponding tabs must be included to identify each section as instructed in this RFP. Responses are limited to 60 pages (preferably 30 double-sided pages) or less using a minimum of size 11 font. At least one (1) page shall be devoted to an Organization Chart (requested in deliverable V-B-1). This shall be single-sided and not exceed 11" x 17" in folded out size. Narrative information should not be added on this page.

Each proposal shall be prepared simply and economically, providing straightforward, concise information, and a manageable electronic file size. Fancy bindings, irrelevant colored displays and promotional materials are not desired. Emphasis must be on completeness, relevance, and clarity of content. **NOTE:** All pages shall be included in the page limit EXCEPT for the front cover, cover (transmittal letter), table of contents, tab dividers, organization chart(s), Exhibit I, Exhibit II, and Exhibit III.

Submittals must be sealed in an opaque envelope or box, and reference **RFP GWCCA-HOTEL-1 and the words "SEALED PROPOSAL"** must be clearly indicated on the outside of all of the envelopes or boxes. Proposals **must be physically received by the Project Procurement Director** prior to the deadline indicated in the Schedule of Events (*Section IV of RFP*) at the exact address below:

**Georgia World Congress Center Authority
 GWCC Administration Reception
 Attention: Richard Sawyer, Project Procurement Director
 Hotel Development
 285 International Boulevard, NW
 Atlanta, Georgia 30313-1591**

No submittals will be accepted after the time and date set for receipt. Proposals submitted via facsimile or e-mail will not be accepted. All submittals shall be considered proposals, and all submittals upon receipt become the property of the Authority. Labeling information provided in submittals "proprietary" or "confidential", or any other designation of restricted use will not be binding upon the Authority or its representatives and ultimately may not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award. All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The Authority is not obligated to any party to reimburse such expenses.

C. RFP CONDITIONS

1. Respondents understand and agree that the Authority has the right to reject any and all submittals or to cancel the RFP process at any time without any liability to the Authority or any other person, and is under no obligation to make an award relating to this RFP to any person or entity. In addition, the Authority reserves the right to evaluate only those submittals determined to be fully responsive to the RFP. All such decisions are ultimately to be made in the sole discretion of the Authority, for any reason or for no reason whatsoever, and the Authority is under no obligation to assign any reason for the rejection, non-review or non-acceptance of any submittal. Under no circumstances shall this RFP be construed as a contractual offer.
2. Respondents understand and agree that the Authority may, in its sole discretion, request proposals from, and subsequently enter into an agreement with, any entity selected in this process, including any entity that has previously worked with the Authority in any capacity. Furthermore, Respondents shall not hold the Authority, other Parties, their respective affiliates and/or any of their respective employees, representatives, agents, attorneys, advisors or consultants liable for any reason whatsoever related to this RFP and respondents hereby waive all such claims.
3. Respondents may make no modification, correction or withdrawal of their submissions after the submission date. By submitting its submission, each respondent represents that: (i) it has read and understands this RFP, (ii) its submission complies with the requirements of this RFP, (iii) respondent has the necessary corporate authority to submit its Proposal.
4. All information supplied in this RFP or by the parties or anyone acting on behalf of the parties to each respondent is provided solely as a convenience to facilitate the selection process. The parties do not guarantee the accuracy or completeness of any such information supplied. In addition, respondent shall not rely on any express or implied statements, warranties or representations made by the Parties or anyone acting on their behalf. Respondent agrees that the parties and their affiliates and their employees, representatives, agents, advisors or consultants cannot be held liable for any such statements, warranties or representations or inaccuracies or incompleteness in any information provided.
5. Small and Minority Business Enterprise

It is the policy of the State of Georgia that small businesses, female-owned businesses and minority businesses have a fair and equal opportunity to participate in the State purchasing process. Therefore, the Developer and the Authority encourages all small businesses, female-owned businesses and minority-owned businesses to compete for, win, and receive contracts for goods, services, and construction. This desire on the part of the Developer and the Authority is not intended to restrict or limit competitive bidding or to increase the cost of the work. The Developer and the Authority support a healthy free market system that seeks to include responsible businesses and provides ample opportunity for business growth and development. The Georgia Department of Administrative Services maintains an office to assist small businesses, female-owned businesses and minority businesses in understanding the State procurement

process. In addition to contacting the Authority Purchasing Department, all businesses, female-owned businesses and minority businesses can also contact the Governor's Small Business Center at the following address for assistance:

The Governor's Small Business Center
75 5th Street, N.W., Suite 825
Atlanta, Georgia 30308
Telephone: (404) 962-4824

All Respondents should be aware that contractors and subcontractors who utilize qualified minority subcontractors may qualify for a Georgia state income tax credits for qualified payments made to minority subcontractors. See O.C.G.A. § 48-7-38.

6. Drug Free Workplace

The Authority, as policy, operates all facilities as a drug-free workplace, and requires that the labor force of the consultant be drug-free. The consultant hereby acknowledges this requirement, and asserts that the organization of the consultant adheres to such policy and practice. The consultant acknowledges that it may be required to produce certificates affirming its compliance of these requirements of drug-free workplace for duration of agreement term, at execution, or at any time during the term of the agreement. The consultant shall secure from any sub-consultant hired to work in a drug-free workplace the following written certification: "As a part of the subcontracting agreement with (consultant's name, sub-consultant's name) certifies to the consultant that a drug-free workplace will be provided for the sub-consultant's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3." The consultant may be suspended, terminated, or debarred if it is determined that: 1. The consultant has made false certification hereinabove; or 2. The consultant has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

7. Non-Discrimination

The Authority shall require, prior to, or incidental to, the award of a contract, confirmation by the respondent stating that the respondent has not discriminated and will not discriminate on the basis of race, creed, color, sex, religion or national origin in any of its employment practices with respect to the work force of the business, or procurement services in connection with this project. The successful respondent will be required to execute certificates, affirming these requirements of non-discrimination. More information is provided herein (See Exhibit III).

8. Vendor Protests

The Authority has established policy and procedures for processing protests from vendors, bidders or proposers regarding the bidding solicitation process and/or award of contracts related to any organizational entity of the Authority. More information on the policy and procedures can be obtained by contacting the GWCCA Purchasing Department. Bidders/Proposers are hereby cautioned that the policy dictates the following requirements of the Bidder/Proposer:

- a. An actual bidder/proposer who is aggrieved regarding the award of a contract must file a written protest in accordance with this policy no later than ten (10) calendar days following the award.
- b. A vendor who is aggrieved regarding a solicitation must file a written protest in accordance with this policy no later than two (2) business days prior to submittal deadline.

Exhibit I

PROPOSAL CERTIFICATION FORM

I, _____, being duly sworn, state that I am _____ (title) of _____ (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the Request for Proposals is full, complete and truthful.

I further certify that the submitting firm and any principal employee of the submitting firm has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the submitting firm or any team entity has not, in the immediately preceding five (5) years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the submitting firm is not now under consideration for suspension or debarment from any such agency.

I further certify that the submitting firm or any team entity has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract and further, that the submitting firm is not now under any notice of intent to default on any such contract.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the Authority may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the Authority may contact any individual or entity named in the Proposal for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the Proposal is submitted for the express purpose of inducing the Authority to award a contract.

I certify we have not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this contract and that we have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for us, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this contract.

I certify that any proposal we submit for this project shall be made without prior understanding, agreement, or connection with any corporation, firm, or person submitting or who will be submitting a separate proposal on the same project or for the same services, materials, labor, supplies, or equipment and is in all respects fair and without collusion or fraud. We understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of this solicitation. We certify that no person associated with our firm is a member of the Board of Governor's or officer or employee of the Authority or holds any statewide elective or appointed office. We further certify that no person who holds any state-wide elective or appointed office or who is a member of the Board of Governors or officer or employee of the Authority has been paid or promised by the firm any compensation in connection with this procurement by the Authority.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

Sworn and subscribed before me

This ____ day of _____, 20__.

Signature

NOTARY PUBLIC

My Commission Expires: _____

NOTARY SEAL

EXHIBIT II

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Solicitation No. : RFP-GWCCA-HOTEL-1

Respondent's Name: _____

STATE OF GEORGIA
CONSULTANT AFFIDAVIT

By executing this affidavit, the undersigned Consultant verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is interested in contracting with the Authority has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned Consultant further agrees that it will continue to use the federal work authorization program throughout the prospective contract period and, should it employ or contract with any subconsultant(s) in connection with the physical performance of services pursuant to this prospective contract with the Authority, Consultant will secure from such subconsultant(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subconsultant Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Consultant further agrees to maintain records of such compliance and provide a copy of each such verification to the Authority at the time the subconsultant(s) is retained to perform such service.

EEV / E-Verify™ User Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Consultant

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

DAY OF _____, 201_

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

*or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

EXHIBIT III

NON-DISCRIMINATION CERTIFICATION

The undersigned, acting by and through a duly authorized officer, does hereby affirmatively certify as follows:

- 1. The undersigned has not discriminated, and will not discriminate, on the basis of race, creed, color, sex, or national origin in any of its employment practices with respect to the work force of the undersigned which will be directly or indirectly employed by the undersigned in connection with the performance of the proposed services with the Geo. L. Smith II Georgia World Congress Center Authority (Authority).
- 2. The undersigned has not discriminated, and will not discriminate, on the basis of race, creed, color, sex, or national origin in any of its procurement practices within the scope of the aforementioned proposed services, including (a) subcontracting of the performance of any obligation imposed on the undersigned, (b) employment of any person to provide or otherwise purchase services in connection with the activities or projects under the proposed services, and (c) the purchase of goods used or provided in activities or projects within the scope of the proposed services.

Nothing herein contained shall require the undersigned to award any subcontract or contract for the purchase of goods or services on the basis of the race, creed, color, sex, or national origin composition of the ownership or work force of any firm. The undersigned further acknowledges that nothing herein is intended to restrict or limit competitive bidding in the award by the undersigned of any subcontract or other contract or is intended to increase the cost of any subcontract or other contract to the undersigned.

BY: Authorized Officer or Agent

Date

(Firm Name)

Title of Authorized Officer or Agent of Consultant

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201__

Notary Public

[NOTARY SEAL]

My Commission Expires: _____