REQUEST FOR PROPOSALS

PROFESSIONAL CONSULTANT SERVICES FOR:
SUB-AREA MASTER PLAN UPDATES
Subareas 4, 6, 7 & 8

PROPOSALS DUE: WEDNESDAY, MARCH 18, 2020, 3:00 P.M., EST
Envelope(s) shall be sealed and marked with Project Title and Name of Offeror
Emails and late submittals will not be accepted.

PRE-PROPOSAL MEETING:
TUESDAY, FEBRUARY 25, 2020, 10:00 A.M., EST at
Atlanta BeltLine, Inc., downtown in the Georgia’s Own building
100 Peachtree Street, Ste 2300, Atlanta, Georgia 30303 For Driving,
Transit and Parking Directions, please view:
https://beltline.org/contact#driving-directions

QUESTIONS/INQUIRIES DUE BY:
MONDAY, MARCH 2, 2020, 3:00 PM, EST
Email questions and inquiries to:
knicolson@atlbeltline.org

Submit (1) original and (1) PDF copy on a flash drive of the proposal to:
Atlanta BeltLine, Inc.
Attn: Kim Nicholson, Procurement Officer
Atlanta BeltLine, Inc.,
100 Peachtree Street, Ste 2300, Atlanta, Georgia 30303

RFP POSTED 02.06.2020
EQUITY AND INCLUSION

The Atlanta BeltLine’s equity and inclusion vision is that: **All legacy residents, new residents, and business owners – regardless of age, gender, race and ethnicity, ability, or income – benefit and prosper from the economic growth and activity associated with the Atlanta BeltLine.**

This vision is consistent with the Atlanta BeltLine’s overall vision and is guided by an understanding that inequities undermine the city’s collective prosperity and threaten the region’s ability to remain globally competitive. We must also acknowledge that everyone is situated differently and the relationship between place and race in Atlanta is glaring. The prosperity of the region and the success of the Atlanta BeltLine depends on every person having a fair chance to fulfill their human potential and thrive.

The Atlanta BeltLine is beginning its journey towards equity and inclusion. Our success depends on creating and preserving affordability; reducing residential, commercial and cultural displacement; reducing racial and economic disparities; promoting transit and connectivity; empowering BeltLine communities for the future; and ultimately improving the overall quality of life for all BeltLine residents.
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EXHIBIT A.11 – Signed Offeror’s Submittal Checklist
EXHIBIT A.12 – Affidavit of Non-Collusion
EXHIBIT B – Atlanta BeltLine, Inc. Code of Ethics (read only)
EXHIBIT C – Sample Contract Agreement (Non-binding information only)
SECTION 1: DEFINITIONS and ABBREVIATIONS

Section 1.1: This Section consists of definitions of terms, abbreviations, and general rules of interpretation

Atlanta BeltLine, Inc. (ABI). A funding partner for the Project, developer of assets, project manager and technical lead for the Project, and the contracting entity on behalf of Invest Atlanta. ABI is the Georgia nonprofit corporation created by The Atlanta Development Authority d/b/a Invest Atlanta to coordinate the administrative, development and redevelopment activities of the City of Atlanta’s BeltLine Tax Allocation District (TAD) and implement the Atlanta BeltLine program.

Agreement. The document executed by ABI and the Consultant entitled “Consulting Services Agreement,” the sample form of which is included in this RFP, as well as all documents listed in said Consulting Services Agreement. ABI reserves the right to make changes to this draft agreement based upon the final agreed upon scope of work and the negotiations with the selected Offeror. This document may also be referred to herein as the “Contract.”

Apparent Successful Offeror. The Offeror who submits the Proposal that ABI, in its sole opinion, considers the best overall value in accordance with the procedures set forth in the RFP. The Apparent Successful Offeror will not be awarded the Contract if:

A. The Offeror fails to comply with all applicable pre-award and pre-execution requirements of the RFP and/or Contract,
B. The parties are unable to reach agreement during negotiations on the final terms of the Contract, or
C. ABI chooses not to award a Contract.

The Atlanta Development Authority d/b/a Invest Atlanta (“IA”). IA was formed in 1997 as a public body corporate and politic of the state of Georgia. Invest Atlanta is the official economic development authority for the City of Atlanta. Its purpose is to strengthen Atlanta’s economy and global competitiveness in order to create increased opportunity and prosperity for the people of Atlanta. Invest Atlanta is governed by a nine-member board of directors, chaired by the Mayor of Atlanta. Invest Atlanta’s programs and initiatives focus on developing and fostering public-private partnerships to accelerate job creation/economic growth, neighborhood revitalization/investment and innovation/entrepreneurship. Invest Atlanta’s economic tools include bond financing, revolving loan funds, housing financing, tax increment financing and tax credits.
City of Atlanta (COA). The City of Atlanta is a Georgia municipal corporation, a funding partner for the Project, and the ultimate Owner of portions of the Project assets that are within its right-of-way.

Community Engagement Framework. The Atlanta City Council legislatively mandated a Framework for Citizen Participation Ordinance that includes a Community Engagement Framework that consists of five components: (1) Tax Allocation District Advisory Committee and Affordable Housing Advisory Board; (2) a community representative on the ABI Board of Directors; (3) community engagement advocate on staff; (4) formal community reporting through the study group format; and (5) mechanisms to engage the community in the Atlanta BeltLine planning area.

Consultant. The qualified person or business entity that enters into an Agreement with ABI to perform the negotiated scope of work or services generally outlined in this Request for Proposals.

Disadvantaged Business Enterprise (DBE). A DBE is a for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations. For the purposes of this solicitation, a DBE entity shall be certified through one of the programs listed in Section 5 of this solicitation.

Notice to Proceed (NTP). “Notice to Proceed” means “Notice to Commence Work”.

Offeror. A person or firm who submits a proposal to a request for proposal where price is not the only factor in the evaluation process for award determination.

Owner(s). The legal or record owner of the property on which the Project is to be constructed, generally the City of Atlanta or The Atlanta Development Authority d/b/a Invest Atlanta acting by and through ABI, the Owners’ implementation agent for this Project.

Plans. When the context so indicates, “Plans” mean applicable conceptual, planning, design and construction drawings including plan, profile, typical cross sections, working drawings, standard Details, Supplemental Standard Details, and Supplemental Drawings or reproductions thereof or electronically displayed equivalents that show the location, character, dimensions, and details of the work and are in a form acceptable to the Georgia Department of Transportation, as applicable.

Project. This term is used to describe the basis for this solicitation and includes all
work and services necessary to meet the requirements of the solicitation.

**Project Manager.** The person assigned by ABI to oversee the Consultant’s day to day work on the Project.

**Project Records.** Records or data of any type on any media including those produced by the Designer of Record or its consultants, subcontractors, suppliers, or manufacturers that are related to the Project. Project Records may include, but are not limited to:

- plans,
- working drawings,
- specifications,
- design notes and computations,
- manufacturer’s recommendations,
- catalog cuts,
- schedules and schedule updates or revisions,
- quality control Plans and related documentation,
- inspectors’ reports,
- traffic control Plans and log,
- safety program and incident reports,
- soil erosion and water pollution control Plans and log,
- equal opportunity and affirmative action,
- preconstruction conference records,
- as-built records,
- progress meeting records,
- partnering records,
- correspondence,
- DBE participation records,
- e-mails, and
- any other documents related to the scope of work.

**RFP:** Request for Proposals.

**Stakeholder.** A person or group with an interest in the successful completion and subsequent use of a project.
SECTION 2: INTRODUCTION

Section 2.1: Purpose of Solicitation and Desired Outcome

ABI is seeking proposals from qualified persons or entities, hereafter called “Offeror(s)”, to update the remaining Atlanta BeltLine Subarea Master Plans 4, 6, 7 and 8. ABI reserves the right to award a contract to one or multiple Offerors. The updates will be completed under this contract in two phases. The projected timeline is as follows:

- Phase I will commence during the first quarter of 2020 and includes subareas 4 and 8.
- Phase II will commence in the third quarter of 2020 and includes subareas 6 and 7.

Offerors must possess demonstrated experience in master planning, land use planning, transit planning, affordable housing policy, economic development policy, zoning regulations, and project implementation.

Ten Atlanta BeltLine Subarea Master Plans (SMPs) were developed and adopted between 2007 and 2010. Since SMPs were initiated and adopted, further planning, design, engineering, and implementation of the Atlanta BeltLine program, as well as other City of Atlanta projects or initiatives, has taken place. Updates to the SMPs will incorporate new findings, policies and recommendations of all Atlanta BeltLine and City of Atlanta planning, zoning, policies, and projects to date; address and resolve land use, zoning, mobility and other discrepancies due to changes in the subarea; and reflect current city policy on land use, transit, density, neighborhood stabilization, affordability, and preservation since the plans were adopted.

Section 2.2: Atlanta BeltLine Overview

The Atlanta BeltLine is the most comprehensive transportation and economic development effort ever undertaken in the City of Atlanta and among the largest, most wide-ranging urban redevelopment programs currently underway in the United States. The Atlanta BeltLine is a sustainable redevelopment project that will provide a network of public parks, multi-use trails and transit along an historic 22-mile railroad corridor circling downtown and connecting many neighborhoods directly to each other. Atlanta BeltLine, Inc. (ABI) is the entity tasked with planning and executing the implementation of the Atlanta BeltLine in partnership with other public and private organizations, including the City of Atlanta.

To support the transformation of this railroad corridor to a new transit network, ABI unified the BeltLine transit vision with land use planning in the SMPs. In partnership with adjacent and impacted communities, ABI led the effort to create ten Subarea Master Plans to provide a vision for future development, economic investment, and neighborhood improvement within a
half mile planning area established along the 22-mile railroad corridor. Land use, zoning, connectivity, mobility and greenspace improvements were included in these plans, which were completed and adopted between 2007 and 2010. Since the original SMPs were completed, ABI, the City of Atlanta, and other partners have completed further studies and plans or have advanced planning, design, or implementation of the Atlanta BeltLine within these subareas. In 2016, the City of Atlanta adopted the Streetcar System Plan providing a framework for light rail transit implementation across the City. ABI completed National Environmental Policy Act (NEPA) work on the east and west corridors of the Atlanta BeltLine in 2017.

SECTION 3: SCOPE of WORK and DELIVERABLES

Section 3.1: Overview of Subareas

Atlanta BeltLine Sub-Area Master Plan Updates

ABI is seeking a consultant(s) to update SMPs 4, 6, 7 and 8. Offerors must identify the subarea(s) they are most interested in updating. Offerors shall take into consideration the unique characteristics, opportunities and challenges in updating the SMPs, and should organize their project teams accordingly. Below are the geographic boundaries of each subarea.

Subarea 4 – Subarea 4 is located on the southeastern portion of Atlanta BeltLine, and is east of Interstate I-75/85 and bisected by I-20. It is roughly bounded by DeKalb Avenue to the north, Moreland Avenue to the east, Boulevard to the west and Berne Street to the south. Subarea 4 neighborhoods include: Cabbagetown, Glenwood Park, Grant Park, Capitol Gateway, Ormewood Park, and Reynoldstown. The study area contains King Memorial and Inman Park/Reynoldstown MARTA heavy rail station, and the CSX Hulsey Yard intermodal facility. Features of this area also include Oakland Cemetery, Cabbagetown Park, Lang-Carson Park & Recreation Center, and the Atlanta BeltLine interim Southside Trail.

Subarea 6 – Subarea 6 is located on the eastside of the Atlanta BeltLine. The southern boundary is Ponce de Leon Avenue while I-85 creates the northern edge. The major north/south roads serving the area are Monroe Drive and Piedmont Avenue. The significant east/west connection in the subarea is 10th Street and Virginia Avenue and short portion of 14th street is located on the western edge of the subarea. MARTA heavy rail is not located within the subarea; however, there are several MARTA bus routes. Neighborhoods that fall within Subarea 6 are Ansley Park, Midtown, Morningside/Lenox Park, Piedmont Heights, Sherwood Forest, and Virginia Highland. Features of this area include: Piedmont Park, the Atlanta Botanical Gardens, Ansley Golf Course, and the Atlanta BeltLine Eastside Trail, etc.


**Subarea 7** – Subarea 7 is located on the northside of the Atlanta BeltLine. It is roughly bounded by Northside Drive on the west, Piedmont Road on the east, I-75/85 on the south and the Lindbergh Drive/Lindbergh Station area to the north. Subarea 7 neighborhoods include Ardmore Park, Brookwood and Brookwood Hills, Collier Hills, Lindbergh/Morosgo, Lindridge, Martin Manor, Garden Hills, Colonial Homes, and Peachtree Hills. This area is served by Lindbergh MARTA Stations and other local bus routes. Features of this area also include: Piedmont Hospital, Tanyard Creek Park, the Northwest Connector and the Bitsy Grant Connector spurs trails, the Atlanta BeltLine Northside Trail, and Bobby Jones Golf Course.

**Subarea 8** – Subarea 8 is located on the northwest side of the Atlanta BeltLine. It is roughly bounded by I-75 to the north, Northside Drive to the east and Norfolk Southern rail/Marietta St/West Marietta St to the south and west. Subarea 8 neighborhoods include: Berkeley Park, Blandtown, Channing Valley, Home Park, Loring Heights, Hills Park, the Marietta Street artery and a portion of Underwood hills. Features of this area include The Goat Farm and Atlanta Water Works.

The Consultant will build on the foundation of the existing plans by documenting changes in the subarea since the plan was adopted, taking into account new conditions, context, plans, market trends and policies impacting the subarea. The Consultant will also reevaluate and provide recommendations on land use, zoning, and other related development policies to support the City of Atlanta’s transit vision and further implementation of the Atlanta BeltLine. It is expected that the SMP effort will coordinate closely with interrelated efforts including, but not limited to:

- Atlanta BeltLine Transit Supportive Land Use Implementation Plan
- City of Atlanta Comprehensive Transportation Plan (Connect Atlanta) update
- Atlanta City Design

The Scope of Services includes the following tasks:

**Task 1 Project Management**

The project will be managed by an ABI project manager. The Consultant will be expected to participate in periodic management briefings with members of ABI and City of Atlanta Office of Zoning and Development as well as with other Atlanta BeltLine partners or City agencies as outlined below:

- Regular coordination meetings: Lead coordination of bi-weekly meetings as deemed necessary by ABI and can be held in-person or via conference call.
• Additional coordination meetings: Lead coordination meetings with representatives of ABI, City of Atlanta Office of Zoning & Development, other City of Atlanta offices, and other stakeholders/implementation partners. The Consultant shall develop an agenda and meeting minutes for each meeting. The Consultant shall maintain an ongoing action item list to demonstrate what has been accomplished, track progress of the schedule, deliverables and other project activities for review at each meeting.

• Project Administration: Perform general administrative duties, including coordination with sub-consultants. The Consultant shall also prepare invoices, meeting minutes, and perform scheduling, record keeping, and file management. The Consultant shall submit monthly progress reports to the ABI Project Manager simultaneously with the submission of each invoice. Invoices shall not be processed until monthly progress reports have been received, reviewed, and approved by the ABI Project Manager. The Consultant shall set up and maintain FTP or other internet-based file sharing space for the duration of the Project.

Task 2 Community Engagement

While the Community Engagement Framework (approved by Atlanta City Council in July 2006 as the Framework for Citizen Participation – 06-R-1576) will be the baseline for the public involvement for this effort, ABI anticipates additional engagement due to the impact these plans could have on BeltLine adjacent neighborhoods. The Consultant will support ABI in the development of strategies for public outreach and ABI will closely coordinate with the Consultant to develop content and messaging information related to policy adoption, land use and zoning changes. The Consultant will assist in developing creative and innovative ways of engaging with the community during this process.

Specifically, the Consultant will assist in presenting the proposed final SMP recommendations to community organizations, NPUs and Atlanta City Council.

The Consultant will produce all community engagement materials and will document and catalog all participant comments that should be addressed during the performance of the Scope of Services. The content and materials developed for ABI’s community outreach efforts will include project information sheets, meeting presentations, website content, and other materials needed to support Project communications. The Consultant will facilitate meetings, and will also provide staff support, including bilingual staff members (if applicable), for all community outreach meetings.
The performance update meeting schedule includes, and is based on subarea engagement as follows:

- Stakeholder advisory meetings: (if applicable, as determined by ABI) a maximum of four (4) meetings.
- Technical advisory meetings: a maximum of four (4) meetings with various City departments and applicable stakeholders as determined by ABI.
- ABI study group meetings: a maximum of six (6) meetings with the caveat that in the event further meetings are warranted in the subarea, ABI staff and the Consultant will determine if a contract amendment is necessary, or if ABI should lead further engagement independently. The typical schedule allows four (4) public meetings, and the two (2) additional meetings will be reserved if additional engagement is deemed necessary.
- Neighborhood Planning Units (NPU) and the applicable City Council committees: a maximum of three (3) meetings.
- Right of Way (ROW) signs deployment: Before any ABI study group meeting begins, ABI will provide the Consultant with a minimum of ten (10) ROW signs for posting within the affected neighborhoods to notify the public of upcoming meetings. Consultant shall retrieve the ROW signs immediately following the public meeting.
- Flyer Distribution: The Consultant is responsible for printing and distributing meeting flyers in strategic locations and/or at events. Locations should be reviewed and approved by ABI prior to distribution.
- Meeting Locations: The Consultant is responsible for identifying and reserving meeting venues that are reasonably priced, ADA accessible, have on-site parking and are within proximity to bus or transit.
- Meeting database management: The Consultant will be responsible for transferring meeting attendance sheets in the ABI tracking system with 72-hours of each stakeholder/public meeting.
- Pop-Up: In order to reach the community at a deeper level, pop-up engagement opportunities (in conjunction with existing community events and gatherings) are necessary to deliver information to a part of the population who are less likely to attend a minimum of three study group meetings.

ABI is interested in exploring new methods to garner maximum input from the public and various members of the community (e.g. residents, business owners and property owners); therefore, Offerors may also propose a community outreach meeting alternative that must be
done with the existing study group framework, which could include but is not limited to a multi-day workshop, charettes, etc.

Note: The Consultant and ABI will establish a schedule of meetings and associated outreach events or other public engagement tools at the outset of the project. Once the schedule is approved by ABI, it will be incorporated into the Scope of Services, and may be modified only by mutual written consent.

All meeting materials (handouts and presentation materials) shall be forwarded to ABI for review and approval at least five business days prior to each public meeting, unless otherwise directed in writing by the ABI Project Manager. The Consultant shall follow the template meeting summary format provided by ABI. In addition to the written summary, the Consultant will maintain and make accessible to ABI staff a log of issues and concerns and create a Frequently Asked Questions (FAQ) sheet about the plan update process.

**Task 3 Studies and Plans Review and Coordination**

The purpose of this task is to review and be highly familiar with the existing SMPs as well as current and past projects, studies, agreements or any additional information that may influence or impact the planning process specific to a subarea. Inconsistencies among different plans shall be noted.

The Consultant will also coordinate with current or ongoing studies, planning activities, zoning updates and development activity (special administrative permits, land disturbance permits, building permits and certificates of occupancy) that have an impact on the SMP update. Any recommended changes in land use, zoning, mobility or CoA policy should take into consideration these studies and plans.

**Task 4 Economic/Market Analysis**

The Consultant will document existing and trend data regarding the socio-economic characteristics in and around the Corridor. For the purposes of this study, the following elements will be collected including:

- demographics
- trade area analysis
- retail supply and demand
- psychographic characteristics
- development trends (residential and non-residential)
Subarea Master Plan Updates

- housing supply vs. demands
- existing cost vs future housing costs by type.

In addition, the Consultant will provide strategies for attracting new investment consistent with the vision for the subarea, which most specifically includes locally serving retail and services and workforce housing.

**Task 5 Mobility**

Due to the expected growth of its urban core, the CoA and MARTA have adopted several transportation efforts associated with increasing mobility options for residents, employers and visitors. These include, but are not limited to, evaluating the street framework to better increase connectivity, establishing a plan to implement bike infrastructure, improvements to bus routing, and a streetcar system plan. The Consultant must understand these plans and allow them to inform the land use and zoning in each subarea to reflect the necessary density. The Consultant will overlay and evaluate existing and proposed mobility plans including but not limited to:

- Atlanta BeltLine Environmental Impact Statement (EIS)
- Connect Atlanta Comprehensive Transportation Plan
- City of Atlanta Capital Improvement Plan
- Atlanta Regional Commission PLAN 2040
- Atlanta BeltLine Strategic Implementation Plan
- Atlanta BeltLine Corridor Design
- Atlanta BeltLine Street Framework Plan (located in each Subarea Master Plan)

The Consultant will provide strategic recommendations for addressing inconsistencies between the different plans. In the event new mobility projects are recommended as a part of the SMP update, the Consultant will provide cost estimates for implementing the proposed project.

The Consultant will provide an inventory of crash history data for all intersections on collector and arterial streets within one half (½) mile of the planned corridor. The intention of the crash history inventory, windshield survey, and inventory of segments lacking traffic control devices is to identify potentially unsafe crossing locations that would impede community access to and
from the Corridor. This will include all vehicular, pedestrian, bicycle, and bus accidents. The Consultant will also provide a windshield survey of the public right-of-way (ROW) with a focus on safety, missing sidewalk segments, locations where bike lanes end, pavement failures, and faded pavement markings. In addition, the Consultant will identify street segments that lack traffic control devices (such as a one-mile stretch between traffic signals), given that these may encourage speeding traffic and small accidents as well as provide an opportunity for additional pedestrian crossing infrastructure.

The Consultant will also review the BeltLine Street Framework Plan for any potential fatal flaws in the ability to implement any portion of the Framework. The Consultant will identify any planned transportation projects in the subarea per the City’s infrastructure bond and Renew Atlanta projects.

Based on results of the review and evaluation, the Consultant shall update the comprehensive transportation framework from the original SMP. This will include not only a list of capital projects combining the applicable recommendations from previous plans with new projects from this SMP update, but also any new policies or changes to existing policies necessary to implement the updated SMP.

The Consultant shall also note potential conflict points between the various plans that need additional attention and should recommend any new policies or changes to existing policies necessary to implement the SMP.

**Task 6 Land Use and Zoning**

This task shall include the update, validation and refinement of land use and zoning in the existing SMP. When recommending future land use (e.g. residential, office, commercial/retail, parks, etc.) development patterns, the Consultant shall consider and apply appropriate and contemporary urban design concepts as well as transit supportive density. At a minimum, the Consultant shall:

- Review, update and refine identified community and historically significant focal points and landmarks in concert with the Atlanta Urban Design Commission;
- Perform a market analysis (Task 4) to identify market realities and make recommendations on how to attract new investments and increase housing supply;
- Evaluate how density and other practices/policies can help increase housing affordability and recommend possible policies and incentives to mitigate displacement;

- Update the land use plan/map and create conceptual illustrations/renderings of key development concepts in redevelopment nodes;

- Update circulation mobility plan which reflects the integration of connectivity studies, the refined BeltLine Street Framework Plan and the Connect Atlanta Plan.

Update recommended zoning modifications for consideration by the City of Atlanta Office of Zoning & Development to implement the vision reflected in the Future Land Use and Circulation Plans.

**Task 7 Deliverables**

Task 7 shall include the delivery of the final SMP update including the executive summary, supporting reports, GIS shapes for all maps and any additional deliverables on or before TBD. The format of all final document materials and digital files will be finalized between ABI and the Consultant.
SECTION 4: QUALIFICATIONS and REQUIREMENTS

ABI is seeking highly qualified and experienced firms. In order to be considered responsive, Offerors must meet the following requirements:

1. Possess qualifications enabling the successful completion of the planning and implementation services for Atlanta BeltLine, Inc.

2. Have a thorough understanding and practical experience in the fields of master planning, land use, zoning, transit-oriented development and transportation planning and policy.

3. Have a thorough understanding and practical experience with the City of Atlanta in zoning, land use, transportation and transit.

4. Have performed work on projects of this size, type and/or complexity and provide references for such work.

5. Have demonstrated experience in managing interfaces between and among planning and design disciplines, the community, and contractors/consultants/sub-consultants.

6. The prime Consultant must have been in business for a minimum of seven years.

7. The Consultant’s project manager shall be a resident of Georgia.

8. Have demonstrated experience meeting or exceeding established Disadvantaged Business Enterprise (DBE) goals through meaningful involvement with firms (or other activities designed to facilitate the development and success of DBE firms) on prior projects.

9. Provide all information requested in this RFP and address the specifics of the evaluation criteria.

10. Must demonstrate an overall combination of skills, prior work experience, business reputation, commitment to diversity, equity and inclusion, and success with engaging members of the community on similar projects.

11. Demonstrate and articulate a unique understanding of the Atlanta BeltLine mission and vision based on the work that has been completed to date.
SECTION 5: SUBMITTAL REQUIREMENTS

PROCESS

Issuance of this procurement is intended to provide ABI with a short-list of firms best qualified to participate in a selection interview. Only those firms who respond to the RFP and meet or exceed the requirements will be eligible. By submitting a response, the Offeror is accepting the Terms and Conditions found in Section 7.

This procurement may be cancelled at any time if, in the opinion of ABI, the project goals will not be achieved by awarding a contract, or the proposals are considered non-responsive, or funding for the project is not made available. The process may be revised at any time during the solicitation, selection, evaluation and negotiation phases up to contract execution.

The procurement method for this project is Request for Proposals. Steps in this method may include:

- Interested firms will submit a technical and cost proposal in response to the requirements in the scope of work and the submittal requirements.
- Evaluations of the proposals will result in a shortlist of firms that have submitted the proposals that are in the best interest of ABI meeting the goals of the RFP, including cost.
- The shortlisted firms will be interviewed by the evaluation team.
- The Apparent Successful Offeror and ABI may negotiate project approach and cost.

DBE GOALS

ABI is committed to the practice of non-discrimination in the selection of team members and relationships with subcontractors with a desire to reflect diversity, equity and inclusion in the participation of companies engaged in the Atlanta BeltLine effort. ABI strongly encourages participation by DBE (FBE, MBE and SBE entities) in all contracts issued by ABI. ABI anticipates that as a part of a responsive response, DBE participation will be included. All Offerors shall include specific information on the role of DBEs on their team.
Minority and Female Owned Business Enterprises must be certified by Georgia Department of Transportation, the City of Atlanta, the Georgia Minority Supplier and Development Council, MARTA, the Federal Government, or the Women’s Business Enterprise Network Council. SBE participants must be certified by the Small Business Administration or the City of Atlanta. Applicants must submit copies of DBE certifications for their sub-contractors with their proposal.

The DBE goal for the project has been set at 30% reflecting a diverse range of firms. Offerors are encouraged to involve DBE firms in all aspects of the work, not just in the community engagement or outreach areas. The Offeror shall be aggressive in their outreach to DBE firms in order to ensure the established goal is met.

**PRE-SUBMITTAL**

There will be a pre-proposal meeting held on **Tuesday, February 25, 2020, at 10:00 A.M. EST**, at the office of ABI, which is located downtown in the Georgia’s Own building at 100 Peachtree Street, NW, Suite 2300, Atlanta GA 30303.

**QUESTIONS**

Questions and clarifications regarding this RFP must be emailed to the ABI Procurement Officer. Questions/clarifications must be received by **Monday, March 2, 2020, 3:00 P.M. EST**. An addendum will be posted on the ABI website no later than 72 hours prior to the due date. Please email questions to knicholson@atlbeltline.org.

**RESPONSES DUE**

**Wednesday, March 18, 2020, NO LATER THAN 3:00pm:**

Sealed responses must be received no later than the date and time and at the location specified on the cover of this solicitation. The outside of the envelope shall plainly identify the RFP, project title and the name and address of the Offeror. Submittals received after the time or date listed herein shall not be considered and will be returned to the Offeror unopened.

**PROCUREMENT SCHEDULE** (subject to change via addendum)

<table>
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<tr>
<th>Event</th>
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<tbody>
<tr>
<td>Pre-proposal meeting</td>
<td>Tuesday, February 25, 2020, 10:00 A.M.</td>
</tr>
<tr>
<td>Questions Due</td>
<td>Monday, March 2, 2020, by 3:00 P.M.</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>Monday, March 18, 2020, by 3:00 P.M.</td>
</tr>
<tr>
<td>Interviews</td>
<td>Week of April 13, 2020</td>
</tr>
</tbody>
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Proposals shall be clear, succinct and not exceed 10 double-sided, 8.5” x 11” sheets of paper. Each page shall be numbered, in a format of Offeror’s choice, from page 1 to page 20. Cover pages, tabs, response forms and appendix materials shall not count toward the page limit. Please use an 11-pt. font or larger, and do not use 11”x17” sheets. A proposal that exceeds the page limitation may not be considered. Cover pages, tabs, response forms and appendix materials shall not count toward the page limit; any additional pages may not be reviewed.

Please provide an electronic copy on a flash drive that clearly identifies the company name on the packaging. Electronic copies may be shared with the evaluation team, please do not include personal information such as driver’s licenses in the electronic copy provided to ABI. All proposals will be evaluated on the completeness and quality of the content. The hardcopy (paper) original must contain all required signatures and notarized forms. Only those Offerors providing complete information as required will be considered for evaluation.

All submittals, proposal materials and addendum attachments will become part of the public file on this matter, without any obligation or liability to ABI. All costs incurred by the Offeror in preparation of the responses to this solicitation, including presentations to ABI and/or for participation in an interview shall be borne solely by the Offeror; ABI shall not be liable for any of these costs. At no time will ABI provide reimbursement for submission of a proposal.

1. **COVER LETTER**

A cover letter shall be attached to every proposal. The cover letter must include the following:

- RFP Name / Project Title – Subarea Master Plan Updates
- Name(s) of the person(s) authorized to represent the Offeror in any negotiations;
- Name(s) of the person(s) authorized to sign any Contract that may result;
- Contact person’s name, title, mailing or street addresses, phone and fax numbers and email address

A legal representative of the Offeror, authorized to bind the Offeror in contractual matters, must sign the cover letter.
2. FIRM DESCRIPTION

Describe Offeror’s legal structure (if responding on behalf of a business entity), areas of expertise, length of time in business, number of employees, and other information that would be helpful in characterizing the Offeror. Describe Offeror’s internal procedures and/or policies associated or related to work quality and cost control. Describe the resource availability to perform the work for the duration of the Project. Provide the address of the Offeror’s home office and the address of the office that will manage the Project, if different.

3. PROJECT TEAM

Include an organizational chart and task matrix detailing the division of responsibilities. Provide a professional resume for the key personnel, including key personnel of any joint venture member, or major sub-consultants proposed to be assigned to the Project. Describe their unique qualifications and relevant experience on similar or related projects. Describe key personnel’s proposed roles and responsibilities on this Project. Resumes shall be included in the Attachments/Supporting Materials section of the submittal. Submittals must identify a proposed project manager who will be responsible for the day-to-day management of Project tasks and would be the primary point of contact with your firm. Describe the project manager’s experience with similar projects and with managing and leading interdisciplinary teams. List other projects to which the proposed project manager is currently assigned.

4. TEAM EXPERIENCE

Submit a minimum of three examples of projects that are reflective of the subject of this Project, including references. For each example, identify the type of project, size, budget, Offeror’s role, client name and contact information, and indicate what role (if any) the proposed project manager or other team members had on the related project. When submitting projects for which an individual firm worked in an auxiliary capacity or in a joint venture or partnership, please include the name of the lead firm. Please remember that any extensive descriptions of vaguely related projects are discouraged and could negatively impact the overall outcome of the evaluation.
5. PROJECT UNDERSTANDING/PROPOSALS

ABI will evaluate the Offeror’s understanding of the work completed to date and the Offeror’s role and commitment to delivering solutions that meet or exceed the minimum technical requirements as defined in Section 3 Scope of Work and Deliverables. Describe the tasks that must be accomplished to complete the Project and provide a narrative description of how the Offeror proposes to execute the tasks during each phase of the Project. Identify the products that would result from each task. Offeror should rely on its expertise and experience with similar projects to demonstrate how it will effectively complete the proposed Project. Provide a proposed schedule to complete the scope of work and a breakdown of major tasks.

If applicable, discuss any unique aspects of the Project, including alternative approaches ABI should consider or special considerations related to programmatic/funding requirements.

6. RESPONSE FORMS

The forms found in Section 7 must be completed and submitted with the proposal.
7. CERTIFICATION

Offerors shall submit a Certificate of Existence from the Georgia Secretary of State and evidence of current (2019) registration, if responding on behalf of a business entity.

8. SUPPORTING MATERIAL

Supporting material may include resumes and other information pertinent to the Project.

SECTION 6: EVALUATION CRITERIA

Each proposal shall be evaluated on the following criteria weighting and maximum points as follows:

- **30 Points**: Experience of the firm including all key personnel assigned to this Project. Include any credentials held by each team member, even if personnel experience is with another organization.
- **20 Points**: Services to be performed and the methodology to be used is described in a concise and implementable manner.
- **20 Points**: Delivery process includes quality controls, guarantee of workmanship, and communication framework.
- **10 Points**: DBE participation.
- **20 Points**: Cost.

**Total maximum points: 100**

Evaluation of Short-Listed Firms Only

- **30 Points**: Interview/Presentation

  **Maximum Points: 30**

An evaluation committee convened by ABI will evaluate the proposals. At the discretion of ABI, follow-up interviews may be conducted before a final selection is made. The interview will focus on the proposal presentation, interpersonal skills, ability to organize data, and design vision.
PROTESTS

Any protest of the procurement solicitation documents or process shall be submitted for resolution to ABI’s Procurement Officer, 100 Peachtree Street, NW, Suite 2300, Atlanta, GA 30303. Such protest shall be in writing and shall be supported by the information necessary to enable the protest to be considered. A protest will not be considered if it is insufficiently supported or it is not received within the time limits specified herein. A protest based upon terms, conditions, or form of a proposed procurement action shall be submitted so that it is received by ABI no later than five ABI business days following notification of the action by ABI.

A written final determination on any protest will be rendered by ABI and shall be provided to the protester as soon as practicable.

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ABI desires to develop a Contract that appropriately places risk with the party most able to address the issue, to ensure that all parties to the Contract are appropriately protected and to maintain its responsibility to serve as an effective steward of public funds while advancing the project.

**GENERAL TERMS AND CONDITIONS**

A. All applicable State of Georgia and federal laws, City of Atlanta and Fulton County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Offeror and the project throughout and are incorporated herein. The Agreement with the selected Offeror and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the laws of the State of Georgia.

B. Professionals requiring special licenses must be licensed in the State of Georgia and shall be responsible for those portions of the work as may be required by law.

C. No proposal, bid, or qualifications (submittal) shall be accepted from and no Contract will be awarded to any person, firm, or corporation that is in arrears to ABI, IA, or the City of Atlanta, under debt or contract that is a defaulter, as surety or otherwise, upon any obligation to ABI, IA or the City of Atlanta or that is deemed irresponsible or unreliable by ABI, IA or the City of Atlanta. If requested, the Offeror or proposed subcontractor (if retained as a manager) shall be required to submit satisfactory evidence that they have the necessary financial resources to provide the proposed services.

D. From the date an Offeror’s submittal is received through the date a Contract is awarded to an Offeror, no Offeror may make substitutions, deletions, additions or other changes in the configuration of its submittal without ABI’s express written consent.

E. This procurement may be canceled or any or all bids, qualifications, or proposals may be rejected in whole or in part when it is in the best interest of ABI or when funding is not available for completion of the services requested under this document. In the event that this procurement is cancelled, a notice of cancellation shall be sent to all persons, firms, or entities that provided a submittal to this procurement.

F. Offeror’s status shall be that of an independent contractor, and neither it nor any of its employees or subcontractors is or shall be an agent, servant or employee of ABI, IA or the City.

G. Offeror shall defend, indemnify, and hold harmless ABI, IA and the City of Atlanta against any and all claims, judgments or liabilities to which they may be subject because of any negligence or fault or default by the Offeror, its
consultants, or subconsultants.

H. Offeror shall agree to the Superior Court of Fulton County as the venue in any legal action or proceeding between the Offeror and ABI, IA or the City.

**Organizational Conflicts of Interest and Excluded Parties.**
An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract or lease may, without some restriction on future activities, result in an unfair competitive advantage to the Offeror or impair the Offeror’s objectivity in performing the work. Clarifications may be sought by submitting a letter requesting clarification and stating the reasons why the Offeror believes potential organizational conflict of interest exists. In preparing this solicitation, a review of existing contracts with ABI should be undertaken, and the Offeror shall make known any consultants, subcontractors or sub-consultants that are specifically excluded from participating in this solicitation. All who respond to this RFP shall complete the Certification of No Organizational Conflict of Interest attached hereto as part of Exhibit A.7 and submit it as part of its response to this RFP. A submittal that does not contain this completed form is subject to disqualification.

Consultants, subcontractors or sub-consultants with active contracts with ABI are excluded from being eligible to submit a response to this procurement except under the following circumstances:

1. If the contractor, consultant, subcontractor or sub-consultant completes the Certification of No Organizational Conflict of Interest; and
2. If ABI Legal Counsel agrees that the contractor, consultant, subcontractor, or sub-consultant has no organizational conflict of interest.

If the above conditions are met, the Offeror may be considered eligible to participate in this procurement.

**TERMINATION OF CONTRACT**
Although either party shall have the right to terminate the Contract upon thirty (30) days’ written notice, with or without cause, ABI reserves the right to terminate the contract with thirty (30) days’ notice if the Offeror elects to change any of its key personnel, partner(s), or subcontractor(s) without the express written consent of ABI.

**PAYMENT**
ABI shall make payment within (60) days upon receipt, inspection and acceptance of the work and all required documentation by ABI.
INSURANCE REQUIREMENTS

Insurance. In conjunction with the execution of this Agreement, Consultant shall provide evidence of worker’s compensation, general liability and professional malpractice insurance to ABI to cover the acts and omissions of Consultant and Consultant’s principals, employees and agents, and any sub-contractor in rendering the Services within the scope of and in compliance with this Agreement. Consultant shall at all times during the term of this Agreement maintain insurance policies consistent and in full compliance with the following requirements or their equivalent (the "Insurance Requirements"): 

a) Statutory Worker’s Compensation Insurance including waiver of subrogation in favor of Atlanta BeltLine, Inc.

b) Commercial General Liability Insurance

1. $1,000,000 limit of liability per occurrence for bodily injury and property damage and $2,000,000 in the aggregate;

2. The following additional coverage must apply:
   A. 2013 or later ISO Commercial General Liability Form.
   B. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04).
   C. Additional Insured Endorsement CG2010 04 13 and CG2037 04 13.
   D. Blanket Contractual Liability (included in 1986 or later forms).
   E. Broad Form Property Damage (included in 1986 or later forms).
   F. Severability of Interest (included in 1986 or later forms).
   G. Personal Injury (deleting both contractual and employee exclusions).
   H. Incidental Medical Malpractice.
   I. Waiver of Subrogation in favor of Atlanta BeltLine, Inc.
   J. Primary and Non-Contributory wording.

c) Automobile Liability Insurance

1. $1,000,000 combined single limit of liability per accident for bodily injury and property damage.

2. Commercial form covering owned, non-owned, leased, hired and borrowed vehicles.
3. Additional Insured Endorsement

4. Waiver of Subrogaion Endorsement

d) Contractual Liability, subject to Policy Term, Conditions and Exclusions.

e) Insurance company must be authorized to do business in the State of Georgia.

f) Additional insureds on the Commercial General Liability and Auto Liability Insurance policies shall be shown as: Atlanta BeltLine, Inc., the City of Atlanta, and Invest Atlanta.

g) The cancellation provision should provide 30 days’ notice of cancellation (10 days’ notice for cancellation due to non-payment of premium).

h) Insurance Company, except Worker’s Compensation carrier, must have an A.M. Best Rating of A- VII or higher. Certain Worker’s Comp funds may be acceptable by the approval of ABI. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Consultants’ broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best’s rating of A- VII or better. Insurance Company must be authorized to do business by the Georgia Department of Insurance.

i) Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.

j) Consultant shall agree to provide redacted copies of current insurance policy (ies) if requested to verify the compliance with these insurance requirements. The General Liability and Auto Liability Insurance policies required to be provided by Consultant will be primary over any insurance program carried by ABI.

k) Consultant shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Consultant and all subcontractors to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI, IA, the City, and their officers, officials, employees, consultants, separate Contractors, and subcontractors.

l) Consultant waives all rights of recovery against ABI, IA, the City, and their officers, officials, employees, separate consultants, and all subcontractors which Consultant may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the services provided, and that are secured and maintained by Consultant.

m) Consultant shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Consultant) against ABI, IA, the City, and their officers, officials, employee and volunteers, consultants, separate contractors, and other subcontractors (including subcontractors of separate contractors).
**Code of Ethics:** ABI’s Code of Ethics, included as **Exhibit B**, applies to this solicitation.

**Change of Team Members or Key Personnel:** Inasmuch as Offerors will be judged based on their response to the RFP, any subsequent changes to the composition of the Offeror that was rated by the evaluation committee may result in a different ranking of the Offeror and/or may result in the Offeror failing to be determined to be qualified to perform the work.

In order for an Offeror to remain qualified to submit a proposal, the consultant or a joint venture team identified in the response to the procurement must remain on the team for the duration of the procurement process and any subsequent Contract award. Additionally, any time during the contract negotiation and performance, the successful firm shall change key personnel or team members only upon mutual agreement with ABI prior to such change.

**Buy America:** Not applicable.

**Background Checks and Drug Testing:** The Consultant may be required to implement a drug free workplace program including pre-employment testing and background checks including social security number verification. Any employee assigned to the Project may be subject to background screening through “Livescan” administered by the Georgia Bureau of Investigation.

**Federal Work Authorization:** Pursuant to O.C.G.A. §13-10-91, qualifying contractors and subcontractors performing work within the State of Georgia on a contract with ABI must register and participate in a federal work authorization program. A certification form verifying participation in such a program will be required of all Offerors in addition to the S.A.V.E. Program Affidavit required by the COA in compliance with O.C.G.A. §50-36-1 (e) (2). See Exhibit D.7.

**Prevailing Wage:** Not applicable.

**Debarment and Suspension.** ABI shall not award a contract to any person or entity that has been debarred or suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549.

**Authority to Debar or Suspend.** After reasonable notice to the Offeror involved and reasonable opportunity for that person to respond, ABI has authority to debar a person or entity for cause from consideration for award of contracts.

**Proprietary Information:** ABI recognizes that material in its possession or in the
possession of the COA or any other government agency is subject to public examination and copying under the Georgia Open Records Act, O.C.G.A. §50-18-70, et.seq. (The “Act”).

Offeror has the obligation to identify proprietary information and trade secrets by clearly marking the documents “Trade Secret” as required by the Act. If ABI receives any request under the Act to examine or copy any of the proprietary information obtained pursuant to this Agreement, it will immediately notify the Offeror of such request and will respond to the requesting party within the time allowed by law, indicating to the requesting party that the information requested constitutes trade secrets and therefore is considered by ABI to be exempt from disclosure under the Act. Notwithstanding the foregoing, it shall be the obligation of Offeror to take appropriate, timely legal action to secure the nondisclosure of the information requested, at its sole expense. ABI and the COA shall cooperate in any action at law or equity in any court of competent jurisdiction to permit the Offeror to seek a protective order or other relief to prevent the disclosure of the Proprietary Information of Proposing firm / team to parties requesting disclosure under the Georgia Open Records Act; provided, however, that Offeror shall be required to indemnify ABI, IA and the COA for any and all costs, expenses, or claims arising from such matter(s).

**EX PARTE COMMUNICATION**

Please note that to ensure the proper and fair evaluation of a proposal or bid, ABI prohibits _ex parte_ communication initiated by a Bidder or Offeror to an ABI employee, consultant, contractor, volunteer, board member, graduate or undergraduate fellow, City of Atlanta official (i.e. city council member, mayor, etc.), citizen or any ABI affiliates, evaluating or considering the proposal or bid prior to the time a selection has been made and the contract between the awardee and ABI is executed. Communication includes but is not limited to fax, phone call, email and in-person. Communication between a Bidder, Offeror, or Respondent and ABI must be directed in writing to the Procurement Officer or other contact person designated by ABI only. The Procurement Officer or designated contact person will obtain the information or clarification needed. _Ex parte_ communication may be grounds for disqualifying the offending Offeror from consideration or award of a bid or proposal (or any solicitation) and repeat offenders may be disqualified from responding to solicitations for future projects. After this RFP has been published and a Contract has been fully executed, no Offeror shall make direct contact with any member of ABI staff other than the persons listed on the first page of this RFP.

**DBE PARTICIPATION**

ABI is committed to the practice of non-discrimination in the selection of team members and relationships with sub-contractors with a desire to reflect diversity, equity and inclusion in the participation of companies engaged in the Atlanta BeltLine Project. ABI strongly encourages participation by Female Business
Enterprises (“FBE”), Women’s Business Enterprise (“WBE”), Minority Business Enterprises (“MBE”), Small Disadvantaged Businesses (“SDB”), and Small Business Enterprises (“SBE”) in all contracts issued by ABI. These enterprises shall be collectively referred to herein as Disadvantaged Business Enterprises (“DBEs”). It is anticipated that as a part of a responsive proposal, DBE participation will be included. This Project has a DBE goal. The goal for the Project has been set at 30%.

However, nothing herein should indicate that a DBE may not apply and be selected independently, as DBEs that meet the qualifications of this RFP are encouraged to submit their qualifications for consideration. In order to participate as a DBE on the Contract, said DBE must be certified (as an FBE, WBE, MBE, SDB, SBE or DBE) through GDOT, the Georgia Minority Supplier Development Council, the U.S. Small Business Administration, Women’s Business Enterprise Network Council or the City of Atlanta. SBEs must be registered with the City of Atlanta and are defined in Section 2-1357 of Division 9 of the City of Atlanta Code of Ordinances, as amended. ABI maintains data on the utilization of DBE entities on all contracts with the utilization of ABI’s Subcontractor/Subconsultant Utilization and DBE Participation Certification.

Each Offeror for ABI shall list any and all Female/Women, Minority, Small Disadvantaged Business, Small Business Enterprises, and/or Disadvantaged Business Enterprises (FBE, WBE, MBE, SDB, SBE, and/or DBE) that have been or will be utilized on this Contract; the amount of revenue received or to be received by the DBE; and the percentage of the overall Scope of Services the specific DBE will provide under the Contract. All invoices should be in a format approved by the ABI Project Manager and reflect the sums to be received by DBEs (FBEs, WBEs, MBEs, SDBs, and SBEs) from the total payment to be received by the Offeror. The invoices should also reflect a total amount of compensation paid to date to the Offeror and each DBE participant along with their corresponding percentage of the total compensation received. Offeror will also be responsible for submitting lien waivers from each of its DBE participants for all payments received, where necessary, and affirm that the Offeror is current with all payment obligations due to the DBE participants at the time of the submission of an invoice for payment. Offeror shall be deemed a constructive trustee of the funds paid to it that are to be disbursed to a specific DBE participant. Failure to pay sums due to DBE participants shall be deemed a material breach of the terms of any agreement to which Offeror may become a party as a result of its selection as the Offeror.

Persons or firms interested in obtaining applications for certification should contact one or more of the following organizations:

- **City of Atlanta** – Office of Contract Compliance (FBE/MBE/SBE Certification): 55 Trinity Avenue, Atlanta, Georgia 30303, Tel: (404) 330-6010, Fax: (404) 658-7359.
- **U.S. Small Business Administration** (SDB certification): acceptable provided certification reflects minority or women-owned status. Requirements are found at
www.sba.gov.

- **Georgia Department of Transportation** (DBE Certification): One Georgia Center, 600 West Peachtree NW, Atlanta, GA 30308, Tel: (404) 631-1990. DBE Helpdesk: (404) 631-1273.
- **MARTA** (DBE Certification): 2424 Piedmont Road NE, Atlanta, GA 30324, Tel: (404) 848-5270 Fax: (404) 848-4302, Email: asmith1@itsmarta.com.
- **Georgia Minority Supplier Development Council, Inc.** (MBE Certification): 759 West Peachtree Street, Suite 107, Atlanta, GA 30308, Tel: (404) 589-4929.

A firm selected by the Offeror can only satisfy one of the DBE categories. The same firm may not, for example, be listed for participation as an MBE organization and an SBE organization even if the level of participation exceeds each category's goal. All firms must be registered or certified prior to the submittal of the proposal. An Offeror is at risk in that there may be an issue of time to certify or register if it intends to use a firm that is not certified or registered at the time the proposal is submitted. Applicants must include copies of MBE, FBE, WBE, SDB, and/or DBE certifications for the contractors and subcontractors listed in their proposal packages, if any.

ABI is an Equal Opportunity Employer.

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SECTION 7: EXHIBITS and FORMS

EXHIBIT A – PROPOSAL SUBMITTAL FORMS

- A.1 TECHNICAL PROPOSAL FORM
- A.2 COST PROPOSAL - SEPARATE ENVELOPE
- A.3 DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN
- A.4 S.A.V.E. PROGRAM AFFIDAVIT
- A.5 CONTRACTOR AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. 13-10-91(b)(1)
- A.6 SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91
- A.7 CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST
- A.8 CERTIFICATION FORM
- A.9 GOOD FAITH EFFORT AFFIDAVIT
- A.10 RECEIPT OF ADDENDA (signature page if any issued)
- A.11 AFFIDAVIT OF NON-COLLUSION
- A.12 OFFEROR’S SUBMITTAL CHECKLIST

EXHIBIT B – ATLANTA BELTLINE, INC. CODE OF ETHICS

EXHIBIT C– SAMPLE CONTRACT AGREEMENT

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The above Offeror hereby submits its Proposal, consisting of the following items:
(Refer to the Project Requirements for additional instructions regarding Technical Proposal submission.)

ABI reserves the right to make a single award for the services required in this RFP.

By signing below, the above Offeror hereby certifies that to the best of the Offeror’s knowledge and belief:

1. The Offeror has received and considered complete copies of Addenda numbered through ______.

2. The Offeror has reviewed and considered all materials and items supplied by ABI.

3. The Offeror and other Key Personnel indicated by the Offeror in its proposal will be used on this Project in the same manner and to the same extent as so indicated. Changes to key personnel will be made only upon mutual agreement between the Offeror and ABI.

4. All of the statements, representations, covenants and/or certifications set forth in the Offeror’s Proposal are still complete and accurate as of the date hereof.

5. All representations and/or certifications required of the Offeror by the RFP and Contract are complete and accurate.

6. The proposal is responsive.

7. The person signing below is legally authorized to do so.

[Any exceptions to the above certifications must be explained in detail on pages attached hereto. Number of pages attached, if any: ____________]

OFFEROR

Date _____________________________ [Sign in Ink]

By: ____________________________ [Name and Title Printed]
EXHIBIT A.2

COST PROPOSAL, PHASE I and PHASE II:

(Place in a separate sealed and labeled envelope)

(Name of Offeror)

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EXHIBIT A.3

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

PROPOSAL PERCENTAGE: % ________________ ________________ ________________

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL PROJECT = ____________________________ %

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<th>DBE Firm</th>
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TOTAL

(Name of Offeror)
By executing this affidavit under oath, as an applicant for a Consulting Services contract with Atlanta BeltLine, Inc., or other public benefit as provided by O.C.G.A. §50-36-1, and determined by the Attorney General of Georgia in accordance therewith, I verify one of the following with respect to my application for a public benefit from Atlanta BeltLine, Inc.:

1) _______________ I am a United States Citizen.
2) _______________ I am a legal permanent resident 18 years of age or older.
3) _______________ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: ________________________________.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document as required by O.C.G.A. §50-36-1(e)(1) with this Affidavit. The secure and verifiable document provided with this affidavit is:

__________________________________________________________________________

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in ____________________ (city), ____________________ (state).

_________________________________________________________  ________________________
Signature of Applicant                                     Date:

_________________________________________________________
Printed Name of Applicant:

Sworn to and subscribed before me this _____ day of ________________, 201_

_________________________________________________________
Notary Public
My commission expires: ______________________
EXHIBIT A.5

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)

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 has submitted its qualifications to be considered for engagement in the physical performance of services on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Consultant will continue to use the federal work authorization program throughout the Contract Term and the undersigned Consultant will contract for the physical performance of services in satisfaction of such contract only with Subconsultants who present an affidavit to the Consultant with the information required by O.C.G.A. §13-10-91. Consultant hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

__________________________

Date of Authorization

__________________________

Name of Consultant

__________________________

Name of Project

__________________________

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _________, 20__ in _____________(city), ______(state).

By: __________________________
Signature of Authorized Officer or Agent

__________________________
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the ______ day of _____________, 20___.

__________________________ (NOTARY SEAL)
NOTARY PUBLIC
My Commission Expires: ___________
Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _______________(insert name of Consultant) on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subconsultant will contract for the physical performance of services in satisfaction of such contract only with sub-subconsultants who present an affidavit to the Subconsultant with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subconsultant will forward notice of the receipt of an affidavit from a sub-subconsultant to the Consultant within five business days of receipt. If the undersigned Subconsultant receives notice that a sub-subconsultant has received an affidavit from any other contracted sub-subconsultant, the undersigned subconsultants must forward, within five business days of receipt, a copy of the notice to the Consultant. Subconsultants hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

_________________________________________

Date of Authorization

_________________________________________

Name of Sub-Consultant

_________________________________________

Name of Project

_________________________________________

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ______ ___, 20__ in _____________ (city), ______ (state).

By: ___________________________________  _______________________________________________

Signature of Authorized Officer or Agent Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
______ day of ________________, 20__.

__________________________________NOTARY PUBLIC

My Commission Expires: ____________________ [NOTARY SEAL]
CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST

Offeror’s Name: ("Offeror")

Offeror’s attention is directed to provisions of the Request for Proposals (RFP) regarding organizational conflicts of interest and the restrictions applicable to such conflicts. Offerors are advised that certain firms will not be allowed to participate on any Offeror’s team for the Project because of their work with ABI or the City of Atlanta in connection with the Project or the Project's procurement. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP for the Project.

1. Required Disclosure of Conflicts
In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Offeror’s team (including the Offeror, proposed consultants and proposed subconsultants, and their respective chief executives, directors, and other key personnel for the Project) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP. Offeror shall disclose (a) any current contractual relationships with ABI or the City of Atlanta (b) any past, present, or planned contractual or employment relationships with any officer or employee of ABI, and (c) any other circumstances that might be considered to create a financial interest in the Contract by any ABI board member, officer or employee, and City of Atlanta elected or appointed official, officer or employee, or any ABI board member, if Offeror is awarded the Contract. Offeror shall also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the individuals or entities involved in preparing the RFP. Offeror shall also disclose contractual relationships (i.e. joint ventures) with any of the individuals or entities involved in preparing the RFP, as well as relationships wherein such individual or entity is a Consultant or consultant (or subconsultant or subconsultant) to Offeror or a member of Offeror’s team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

2. Explanation
In the space provided below, and on supplemental sheets as necessary, identify steps the Offeror or other entities have taken or will take to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

3. Certification
The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Certification of No Organizational Conflict of Interest, other than as disclosed above. I understand that if the information I provided is determined by ABI to be false or misleading, my proposal is subject to disqualification and/or my contract is subject to termination. I also understand that if ABI determines that an organizational conflict exists, my proposal is subject to disqualification and/or my contract is subject to termination.

CONTINUED NEXT PAGE
Request for Proposals

Subarea Master Plan Updates

Signature

____________________________________

Name

____________________________________
(type or print)

Title

____________________________________

Company Name

____________________________________

Date

__________ , 201__

FOR OFFICIAL ABI USE ONLY:

Upon review of the response Offeror submitted in this certification, it is my determination that an Organizational conflict____does /_does not exist.

_________________________  ____________________
Vice President and General Counsel      Date

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EXHIBIT A.8
CERTIFICATION FORM

I, ____________________________(Name of Offeror), 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 (RFP) is full, complete, and truthful.

I further certify that the Offeror and any principal employee of the Offeror 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 proposed has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract and further, that the proposer 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 ABI may, by means that it deems appropriate, determine the accuracy and truth of the information provided by the proposer and that ABI may contact any individual or entity named in the response to the RFP and any other documents deemed responsive for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the response to the Request for Proposals is submitted for the express purpose of inducing ABI to award a contract.

A materially 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, ABI. 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.

__________________________  ________________________
Printed Name Signature

Sworn to and subscribed before me this______day of__, 201 .

Notary Public

My commission expires_________________________.

41
EXHIBIT A.9

GOOD FAITH EFFORT AFFIDAVIT

DBE Participation Policy

The ABI DBE Participation Policy establishes subcontracting goals for all prospective Bidders (ITB), Offerors (RFP), and respondents (RFQ) to encourage DBE participation in all ABI contracts. It is the goal of ABI that a certain percentage of work under each contract be executed by one or more DBEs.

The Apparent Successful Offeror shall agree to meet the established goals or must demonstrate and document a “good faith effort” to include DBEs in subcontracting opportunities. The Apparent Successful Offeror who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from DBEs may be denied award of the Contract by ABI based on the Offeror’s failure to be a “responsive” Respondent, Offeror or Bidder.

By signing below, I agree to provide ABI with a completed copy of all forms required by the DBE Participation policy. I understand that if I fail to provide all of the required documents within five (5) business days after notification, my submission or proposal may be deemed “non-responsive” and I may be denied award of the Contract.

Procurement title: _______________________________________________________________

Date _____________________________

Name of Company _______________________________________________________________

__________________________________________       _________________________
Printed Name of Certifying Official of Company                 Title

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EXHIBIT A.10

RECEIPT OF ADDENDA

Subarea Master Plan Updates

INCLUDE SIGNATURE ON PAGE OF EVERY ADDENDA ISSUED
EXHIBIT A.11

AFFIDAVIT OF NON-COLLUSION

Project: Subarea Master Plan Updates

STATE OF ____________
COUNTY OF ____________

being first duly sworn, deposes and says that he is

(sole owner, partner, president, secretary, etc.)

the party making the foregoing bid/proposal; that such Proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with a bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure an advantage against ABI or any other person interested in the proposed contract; and that all statements contained in said bid/proposal are true.

____________________________________________
(Affiant)

Subscribed and Sworn to before me this _____ Day of _________ 2020

____________________________________
(Notary Public in and for)

____________________________________
(County)

My Commission expires ____________, 2020

(SEAL)
EXHIBIT A.12
Offeror Submittal Check List

Project: Subarea Master Plan Updates

The following submittals shall be completed and submitted. Please verify that these submittals are in the envelope before it is sealed. Each document shall be completed and/or executed as appropriate. The checklist is a guide and may not be inclusive of all forms. It is the Offeror’s responsibility to submit a responsive and responsible proposal.

Submit one paper original with all other required documents, and one electronic copy (flash drive) in a PDF format. For the privacy of all Offerors, ABI requires that the electronic copy not include the response forms that contain personal information such as driver’s licenses. The bid and other required documents, as outlined in the Offeror Submittal Check Sheet, may be photocopied for submission.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Required Items</th>
<th>Check (✓)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Request for Proposal (RFP)</td>
<td></td>
</tr>
<tr>
<td>A.1</td>
<td>Technical Proposal Form</td>
<td></td>
</tr>
<tr>
<td>A.2</td>
<td>Offeror’s Cost Proposal per Phase I and Phase II</td>
<td></td>
</tr>
<tr>
<td>A.3</td>
<td>Disadvantaged Business Enterprise (DBE) Utilization Plan</td>
<td></td>
</tr>
<tr>
<td>A.4</td>
<td>S.A.V.E. Program Affidavit</td>
<td></td>
</tr>
<tr>
<td>A.5</td>
<td>Contractor Affidavit of Compliance with O.C.G.A. 13-10-91(b)(1)</td>
<td></td>
</tr>
<tr>
<td>A.6</td>
<td>Subcontractor Affidavit Under O.C.G.A. § 13-10-91</td>
<td></td>
</tr>
<tr>
<td>A.7</td>
<td>Certification of No Organizational Conflict of Interest</td>
<td></td>
</tr>
<tr>
<td>A.8</td>
<td>Certification Form</td>
<td></td>
</tr>
<tr>
<td>A.9</td>
<td>Good Faith Effort Affidavit</td>
<td></td>
</tr>
<tr>
<td>A.10</td>
<td>Receipt of Addenda Signed</td>
<td></td>
</tr>
<tr>
<td>A.11</td>
<td>Affidavit of Non-Collusion</td>
<td></td>
</tr>
<tr>
<td>A.12</td>
<td>Submittal Checklist</td>
<td></td>
</tr>
</tbody>
</table>

EXHIBIT B
Atlanta BeltLine, Inc. Code of Ethics (read only)

EXHIBIT C
Sample Agreement (read only)

Date: _______________ Offeror Name: ___________________________________________

CONTINUED ON NEXT PAGE
Request for Proposals
Subarea Master Plan Updates

By: _____________________________________________________________

Title: _____________________________________________________________

Telephone Number: ____________________ Fax number: _________________
Email address: _____________________________________________________

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ATLANTA BELTLINE, INC. CODE OF ETHICS

The following is the Code of Ethics (the “Code”) to which employees of the Atlanta BeltLine, Inc. (“ABI”) are held accountable. The Code is not intended to serve as a comprehensive rulebook but, rather, as a guide to help an individual make the ethical choice. Each employee should use good business judgment in his or her actions to prevent ethical issues.

The purpose of the Code is to protect ABI by prohibiting any employee of ABI from engaging in activities that would hinder the integrity of the organization. The Code establishes the highest standards of honesty and independence. It recognizes that each employee of ABI must avoid even the appearance of impropriety in any business dealings.

Each officer of ABI shall comply with the ethical statutes, rules and regulations of the State of Georgia (O.C.G.A. § 21-5-1 and § 45-10-1) and the City of Atlanta (Code § 2-801 et seq.)

Definitions

- Celebration - refers to closing dinners and program celebrations, ribbon cuttings, grand openings, etc.
- City - refers to the City of Atlanta.
- Code - refers to this Code of Ethics for the Atlanta BeltLine, Inc.
- Consultants - refers to all persons and entities that furnish products and/or services to ABI under an agreement.
- Covered Persons - refers to ABI’s board members, officers, and employees, both full and part-time.
- Ethics Officer - refers to the General Counsel of the Atlanta BeltLine, Inc.
- Family Member - refers to a Covered Person’s spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, domestic partner or a person living in a stable family relationship with any employee. It also includes members of a Covered Person’s household, whether or not they are related to the Covered Person.
- State - refers to the State of Georgia.

General

It is essential to the proper operation of ABI that Covered Persons be independent, impartial, and, at all times, act to avoid conflict of interest, impropriety or the appearance of impropriety when acting for or on behalf of ABI.

All actions taken and programs administered by ABI shall be transparent to the general public and adhere to established processes and procedures.
As a fiduciary of ABI, every Covered Person shall exercise good faith when acting on behalf of ABI. Covered Persons owe a duty to ABI to advance ABI’s legitimate interests when the opportunity to do so arises. Covered Persons should avoid situations that influence their ability to act solely in the best interests of ABI or interfere with their objectivity.

Conflicting Interest:
A Covered Person is deemed to have a conflicting interest in a decision or action if he or she or a Family Member has a personal or financial interest in that decision or action. A personal interest is any interest arising from relationships with Family, business, partnership, or corporate associations. A financial interest is one which shall yield, directly or indirectly, a monetary or other benefit to the Covered Person or Family Member.

Participation in ABI Programs
Covered Persons and Family Members are prohibited from participating in any program of ABI for which the Covered Person has a direct responsibility, oversight, audit or decision-making authority. To the extent a Covered Person is permitted to participate in a program of ABI, ABI will not grant a discount, waive fees or make adjustments from established market rates.

Participation in Celebrations
Covered Persons are allowed to participate in Celebrations where ABI has contributed to the matter being celebrated and participants are customarily invited to attend the Celebration.

Requirement to Disclose
Covered Persons are required to disclose any personal or financial interest and any situations that would reasonably give rise to a conflict of interest. This disclosure must be made in writing prior to participating in any decision or action, unless the disclosure occurs in a public meeting where there is a public record.
A Covered Person shall not vote for or against, discuss, decide, remain present in a meeting during a discussion or otherwise participate in a matter in which he or she has a conflicting personal or financial interest except by express approval of the Ethics Officer.

Improper Influence
No Covered Person shall attempt to use his or her position to influence any ABI decision or action relating to an organization, entity or activity in which he or she knows or has reason to know that he or she or a Family Member has a personal or financial interest.
Corporate Opportunity

Covered Persons are prohibited from personally taking opportunities that are discovered through his or her position with ABI, using ABI’s property or information for personal gain, or personally competing with ABI for business opportunities.

Confidential Information

No Covered Person shall disclose confidential information regarding the property, operations, policies, or affairs of ABI, except when authorized or required to do so by state or federal law, court order, or lawful subpoena. No Covered Person shall use confidential information acquired in an official capacity to advance the financial or personal interest of the Covered Person where such interest would conflict with the legitimate interests of ABI.

Anti-Discrimination Policy

ABI will not discriminate against any program applicant, partner, client, potential client, vendor, potential vendor, employee, or applicant for employment on the basis of race, sex, age, color, religion, national origin, marital status, disability status, veteran status, sexual orientation, or any other basis prohibited by federal, state or local law.

Philanthropic or political preferences and campaign contributions, activities or sponsorships are personal and are not considered conditions of employment or promotion by ABI. No Covered Person shall compel, coerce, or intimidate any other Covered Person to make or refrain from making a philanthropic or political contribution.

Employee-Related Matters

Business Gifts
Employees must avoid situations that compromise, or even appear to compromise, ABI’s ability to make objective and fair business decisions. As a result, ABI employees are not allowed to accept any gifts or entertainment from any Consultant or potential business vendor.
Employees of ABI may not accept travel and lodging from persons or organizations without the approval of the Ethics Officer and the President and CEO.

Discounts
Discounts on any tickets for admission or other right of entry to any entertainment event shall only be permitted if the discounts are made available to all employees.

Honoraria for Speeches & Articles
Honoraria opportunities for employees of ABI must be conducted on the person’s own time; not conflict with the person’s responsibilities to ABI; and the Ethics Officer must approve of the opportunity in writing. Honoraria for speeches or articles prepared on behalf of ABI should be declined or remitted to ABI.
Contractual Matters

ABI will not make payments to or receive payments from any party in order to induce the award of a contract or the extension of favorable rates. These types of payments are deemed to be bribes and may subject the violator to criminal sanctions.

Code of Violations

The General Counsel of ABI shall serve as the Ethics Officer. Any violation of this Code must be reported immediately to the General Counsel. The duties of the Ethics Officer shall include:

- Review alleged violations of the Code, ABI policies, or any other law or regulation;
- Educate and train all Covered Persons to ensure an understanding and awareness of the Code and ethics issues periodically;
- Advise Covered Persons regarding ethics questions and concerns; and,
- Propose updates to the Code, as necessary.

Reporting Violations

Covered Persons should promptly report any information indicating that another Covered Person is engaged in or plans to engage in prohibited conduct, a person or entity associated with ABI is engaged in or plans to engage in prohibited conduct, or that a Covered Person has been instructed, directed, or requested to engage in prohibited conduct.

If a Covered Person has concerns regarding any ethics or compliance issue, immediately contact the Ethics Officer at (404) 477-3690. All reports regarding an alleged violation or ethics matter will be reviewed and investigated in a timely manner. The Ethics Officer may share ethical matters with the President and CEO and the Executive Team of ABI. The Ethics Officer and President and CEO may consult with outside counsel, as necessary, to address ethics issues and concerns.

Any concern regarding conduct of the Ethics Officer should be reported to the President and CEO of ABI.

Neither ABI nor any Covered Persons will retaliate against employees who, in good faith, report any alleged violation or ethics matter.
Investigations and Hearings

The Ethics Officer shall conduct a preliminary investigation of any alleged violation. If he or she determines there to be probable cause to believe that there is a violation, then the Ethics Officer will recommend action in a written report to the members of the Executive Team, which shall include the COO and the CFO.

If the Executive Team also finds there to be probable cause supporting the complaint, then the Ethics Officer shall notify the complainant and the subject of the complaint. The Executive Team will conduct a hearing on the issues with the parties. At such hearing, the Executive Team shall determine (1) whether the subject of the complaint has violated the Ethics Policy or other ABI policies and procedures and, if so (2) what disciplinary action should be taken. The Executive Team may take into consideration the recommendation from the Ethics Officer.

The Executive Team’s decision shall be governed by the preponderance of the evidence standard. The decision of the Executive Team shall be presented to the President and CEO for approval. The decision of the President and CEO is final except in the event of termination of an employee for violation of this Ethics Policy and/or other ABI policies and procedures.

In the event that the President and CEO recommends termination of an employee for violation of the Ethics Policy and/or other ABI policies and procedures, the employee may appeal said action to the Board of Directors. The appeal will not be a full evidentiary hearing before the Board of Directors, only a review of the process and the disciplinary action. The decision of the Board of Directors shall be final.
EXHIBIT C
“SAMPLE” CONTRACT AGREEMENT

SAMPLE CONSULTING SERVICES AGREEMENT
Please be aware that this sample contract agreement is a non-binding sample document that serves to provide an example to interested bidders of the executed contract agreement. The sample contract agreement is not inclusive of all terms, conditions or requirements of the solicitation, successful bid or final executed contract.

This CONSULTING SERVICES AGREEMENT (this “Agreement”) is made and entered into as of this ___ day of ____________, 2019 (the “Effective Date”), by and between Atlanta BeltLine, Inc., a Georgia nonprofit corporation (“ABI”), and ______________[name of consultant], a __________________ [describe type of entity] duly authorized to transact business in Georgia (“Consultant”). Individually, ABI and Consultant may be referred to in this Agreement as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, The Atlanta Development Authority d/b/a Invest Atlanta (“IA”) has been designated by the City of Atlanta (the “City”) as redevelopment agent for implementing and otherwise carrying out the redevelopment initiatives in connection with the City’s BeltLine tax allocation district (the “BeltLine TAD”); and

WHEREAS, ABI has been formed by IA to coordinate the administrative, development and redevelopment activities of the BeltLine TAD; and

WHEREAS, in performing its responsibilities in coordinating the redevelopment activities of the BeltLine TAD, ABI desires to engage the services of Consultant to ______________________ [explain services to be provided by Consultant]; and

WHEREAS, Consultant possesses the necessary knowledge, skills, ability and expertise to competently perform the functions and services for which Consultant will be engaged under this Agreement; and

WHEREAS, Consultant has agreed to perform said services and ABI has agreed to accept said services.
NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants, representations, warranties and agreements set forth herein, ABI and Consultant hereby agree as follows:

1. **Services to be Provided.** The functions and services to be provided under this Agreement (the “Services”) are as described in Exhibit “A” - Scope of Services, which is attached hereto and incorporated herein by this reference. In connection with the Services, ABI and Consultant acknowledge and agree that ABI has engaged Consultant as an independent contractor, and not as an employee of ABI. Consultant is not an officer or agent of ABI and has no authority to bind ABI to any contractual obligation or otherwise. Consultant shall be responsible for proper administration and payment of all taxes attributable to the Services delivered and the income received under this Agreement and shall hold ABI harmless from and against all such taxes and costs.

2. **Additional Services.** Professional services that are above and beyond the Services may be contracted for under a separate agreement or in an amendment to this Agreement. Notwithstanding the foregoing, Consultant agrees to provide ABI with a written proposal, complete with an estimation of additional costs, for any additional services prior to proceeding with additional services. ABI shall not be responsible for paying Consultant any fees or compensation for any additional services Consultant performs without the prior written consent of ABI.

3. **Compensation.** ABI shall pay Consultant a fee not to exceed [SPELL AMOUNT] ($XX,XXX.XX) as full compensation for all services furnished and performed pursuant to this Agreement by Consultant, including its employees, subcontractors, and anyone working at its direction. This fee shall represent total compensation regardless of any circumstances, whether or not those circumstances were foreseeable at the time of the execution of this Agreement. The fee shall be paid in periodic installments during the Contract Term, as defined in Section 4 herein. Each installment shall represent full and final, non-refundable payment for all services and materials provided prior to the due date.

   a) **DBE Utilization and Participation.** In order to ensure, track, and be inclusive of minority participation in the overall development of the Atlanta BeltLine Project, ABI strongly encourages participation of Disadvantaged Business Enterprises (DBEs) comprised of Female Business Enterprise (FBE), Minority Business Enterprise (MBE), and/or Small Business
Enterprise (SBE) entities in all contracts issued by ABI. As a part of this commitment, ABI gathers data on the utilization of DBEs in all contracts. Each contractor or consultant for ABI shall list all DBEs that have been or will be utilized on each contract and/or amendment; the amount of revenue received or to be received by the DBE; and the percentage of the overall Scope of Services the specific DBE will provide under the contract and/or amendment.

b) Additional Documentation Required for Payment. In addition to other required items, each invoice submitted for payment shall be accompanied by the following, all in form and substance satisfactory to the City and ABI and in compliance with applicable statutes of the State of Georgia, and shall constitute a request for payment:

(i) A statement from Consultant setting forth the list of all sub-consultants/subcontractors with whom Consultant has subcontracted; the amount of each such subcontract, the DBE status and participation percentage, in compliance with the Disadvantaged Business Enterprise Utilization Plan (Subcontractor/Sub-consultant Utilization and DBE Participation Form attached hereto as Exhibit “B” and incorporated herein by this reference) submitted at the time of the response to the procurement/solicitation, which is incorporated herein by reference; the amount requested for any sub-consultant/subcontractor in the invoice, and the amount to be paid to the sub-consultant/subcontractor from such invoice;

(ii) A DBE Invoice Summary shall accompany each invoice which provides the actual DBE participation (DBE/NON-DBE Offeror Participation Invoice Summary attached hereto as Exhibit “C” and incorporated herein by this reference);

(iii) Such other information, documentation, certificates and materials as ABI may reasonably require.

If, at any time during the Contract Term, Consultant alters or decreases the level of DBE participation without the express written permission of ABI, ABI shall have the right to terminate this agreement by giving Consultant thirty (30) days’ written notice.

Provided that a request for payment is received by ABI no later than the 10th day of a month, ABI shall make payment to Consultant not later than sixty (60) days
Request for Proposals
Subarea Master Plan Updates

following the receipt of the payment request and all related support documentation. If a request for payment is received by ABI after the date fixed above, payment shall be made by ABI no later than seventy-five (75) days after ABI receives a complete request for payment and all related supporting documentation.

4. **Term.** The term of this Agreement shall begin on the Effective Date and end on _______________ (the “Contract Term”), unless sooner terminated by either Party as provided herein. The Parties shall agree to a reasonable extension of the Contract Term in the event of unavoidable delays not due to the negligence or willful misconduct of the Party seeking the extension. An agreement by the Parties to extend the Contract Term in order to complete the Services prescribed in this Agreement shall not obligate ABI to make any additional payments to Consultant unless specifically agreed to in writing by both Parties.

   a) Consultant shall begin the work described in the Scope of Services within five (5) days of receipt of a Notice to Proceed.

   b) Consultant shall complete the work described in the Scope of Services as set forth in Exhibit “A”.

5. **Termination.** Either Party shall have the right to terminate this Agreement upon thirty (30) days’ written notice, with or without cause. Notwithstanding the foregoing, if Consultant fails to maintain any professional license or other certification, including licensure by the State of Georgia, ABI shall have the right to terminate this Agreement with five (5) days’ written notice. If Consultant’s services are terminated by ABI, the termination will not affect any rights or remedies of ABI then existing or which may thereafter accrue against Consultant or its surety. In case of termination of this Agreement before completion of the work described in the Scope of Services, Consultant will be paid only for the portion of the work satisfactorily performed through the effective date of termination as determined by ABI. Neither Party shall be entitled to recover lost revenue, special, consequential or punitive damages, attorney’s fees or costs from the other Party to this Agreement for any reason whatsoever. This Agreement shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right, except as stated in Section 9(a). The Parties’ obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Agreement.
6. **Ownership of Documents.** All documents, plans, reports or other written materials of any kind prepared by Consultant in connection with this Agreement (the “Documents”) shall become the sole property of ABI free and clear of any claims by Consultant of any kind or character whatsoever, and ABI shall have the right to use and duplicate such Documents, as ABI deems appropriate and in ABI’s sole discretion, in connection with this and any other project of ABI.

7. **Confidentiality.**

    a) Subject to any provisions in O.C.G.A Section 50-18-70, *et seq.* (the “Georgia Open Records Act”) or other applicable provisions of Georgia law, it is hereby agreed by ABI and Consultant that all work and materials prepared in connection with the Services provided under this Agreement are confidential. Dissemination of all materials produced from this Agreement will be handled by the person or persons ABI designates as its project manager in connection with the Services provided under this Agreement (the “ABI Project Manager”). The confidential information shall be used by Consultant solely in connection with the business and negotiations related to this engagement and not for any other purpose and shall not be disclosed to any other personnel, client or affiliated entity of Consultant (other than to personnel that have been specifically designated by Consultant, or as required by law) without ABI’s prior written consent. Consultant shall not disseminate any materials, documents or information outside of ABI and its designated approved personnel without the consent of ABI. In the event of receipt of a Georgia Open Records Act request by Consultant, Consultant shall immediately inform the ABI Project Manager, who shall advise Consultant as to whether ABI will seek to prevent the dissemination of the requested material pursuant to any applicable exemption(s) or whether ABI believes compliance with such request is required under law. If ABI decides to seek protection of the requested material under an applicable exemption, Consultant agrees to fully cooperate with ABI and to withhold from disclosure any material sought to be protected until ordered by a court of law having jurisdiction or ABI to do so. In such events, ABI shall bear the sole reasonable cost and expense of Consultant in connection with any legal proceedings (excepting costs and expenses resulting from Consultant’s negligence or willful misconduct). **ABI’s Project Manager for this Agreement shall be [name and title of PM].**

    b) Consultant hereby advises that the personnel listed on Exhibit “D”, attached hereto and incorporated herein by this reference, are designated to work on this engagement and have access to information as limited hereby. ABI hereby consents to the designated employees listed
on Exhibit “D”. This designated list of personnel may be amended only upon notice to and the written consent and approval of ABI.

c) In order to protect and limit the dissemination of confidential information provided herein, Consultant agrees to abide by the terms contained in this Section 7 and to require compliance by its employees, contractors, sub-contractors, consultants, and agents.

8. **Insurance.** In conjunction with the execution of this Agreement, Consultant shall provide evidence of worker’s compensation, general liability and professional malpractice insurance to ABI to cover the acts and omissions of Consultant and Consultant’s principals, employees and agents, and any sub-contractor in rendering the Services within the scope of and in compliance with this Agreement. Consultant shall at all times during the term of this Agreement maintain insurance policies consistent and in full compliance with the following requirements or their equivalent (the "Insurance Requirements"):

a) Statutory Worker’s Compensation Insurance including waiver of subrogation in favor of Atlanta BeltLine, Inc.

b) Commercial General Liability Insurance

1. $1,000,000 limit of liability per occurrence for bodily injury and property damage and $2,000,000 in the aggregate;

2. The following additional coverage must apply:

   A. 2013 or later ISO Commercial General Liability Form.
   
   B. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04).
   
   C. Additional Insured Endorsement CG2010 04 13 and CG2037 04 13.
   
   D. Blanket Contractual Liability (included in 1986 or later forms).
   
   E. Broad Form Property Damage (included in 1986 or later forms).
   
   F. Severability of Interest (included in 1986 or later forms).
   
   G. Personal Injury (deleting both contractual and employee exclusions).
H. Incidental Medical Malpractice.

I. Waiver of Subrogation in favor of Atlanta BeltLine, Inc.

J. Primary and Non-Contributory wording.

c) Automobile Liability Insurance
   1. $1,000,000 combined single limit of liability per accident for bodily injury and property damage.
   2. Commercial form covering owned, non-owned, leased, hired and borrowed vehicles.
   3. Additional Insured Endorsement
   4. Waiver of Subrogation Endorsement

d) Contractual Liability, subject to Policy Term, Conditions and Exclusions.

e) Insurance company must be authorized to do business in the State of Georgia.

f) Additional insureds on the Commercial General Liability and Auto Liability Insurance policies shall be shown as: Atlanta BeltLine, Inc., the City of Atlanta, and Invest Atlanta.

g) The cancellation provision should provide 30 days’ notice of cancellation (10 days’ notice for cancellation due to non-payment of premium).

h) Insurance Company, except Worker’s Compensation carrier, must have an A.M. Best Rating of A- VII or higher. Certain Worker’s Comp funds may be acceptable by the approval of ABI. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Consultants’ broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best’s rating of A- VII or better. Insurance Company must be authorized to do business by the Georgia Department of Insurance.

i) Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.
j) Consultant shall agree to provide redacted copies of current insurance policy (ies) if requested to verify the compliance with these insurance requirements. The General Liability and Auto Liability Insurance policies required to be provided by Consultant will be primary over any insurance program carried by ABI.

k) Consultant shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Consultant and all subcontractors to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI, IA, the City, and their officers, officials, employees, consultants, separate Contractors, and subcontractors.

l) Consultant waives all rights of recovery against ABI, IA, the City, and their officers, officials, employees, separate consultants, and all subcontractors which Consultant may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the services provided, and that are secured and maintained by Consultant.

m) Consultant shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Consultant) against ABI, IA, the City, and their officers, officials, employee and volunteers, consultants, separate contractors, and other subcontractors (including subcontractors of separate contractors).

9. **Miscellaneous Provisions.**

a) **Indemnification.** Consultant shall, and Consultant does hereby agree to save, hold harmless from, and indemnify ABI, IA, and the City against any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys’ fees and court costs incurred in enforcing this indemnity and otherwise) which ABI, IA or the City may suffer or incur, or which may be asserted against ABI, IA and the City, and which arise in connection with the services provided and Consultant’s performance of the Scope of Services, or any of them, which indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement with respect to any occurrence preceding such expiration or termination; provided, however, that in no event shall the indemnity provided under this Section extend to a claim, demand, action, cause of action, suit, liability, damage, loss, cost or expense if and to the extent the same is caused by any default, negligence or willful misconduct of ABI, IA or the City. In no event shall the indemnification in this section, diminish, affect, impede or impair, in any manner whatsoever, the benefits to which any Party may be entitled under any insurance policy required by this Agreement or otherwise, or under the terms of any waiver of any subrogation contained therein.
b) **Assignment.** Neither Party hereto shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party. In the event that written consent to assignment is obtained by either Party, this Agreement shall be assignable and shall inure to the benefit of, be enforceable by, and bind the Parties hereto, or their respective successors, assigns, and personal representatives. Notwithstanding the foregoing, ABI shall have the right to assign this Agreement, at its sole discretion and without the consent of Consultant, to any entity formed or designated by ABI as its “agent” for purposes of implementing all or a portion of its responsibilities with respect to the BeltLine TAD. In such instances, ABI shall promptly advise Consultant of any such assignment and provide Consultant with the name of any replacement contact person.

c) **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any other provision.

d) **Sufferance and Non-Waiver.** No term, covenant or condition of this Agreement can be waived except by written consent of the Party against whom such waiver is asserted. Forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver of the term, covenant or condition, and the other Party shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

e) **Applicable Law.** This Agreement shall be governed and construed for all purposes under and in accordance with the laws of the State of Georgia.

f) ** Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties hereto, and it shall not be amended, altered or changed except by a written agreement signed by the Parties hereto.

g) **Interpretation.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court of other governmental or judicial authority by any reason of such Party having or being deemed to have drafted, structured, dictated or required such provision.

h) **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, postage prepaid, addressed as follows:
If to ABI:

Atlanta BeltLine, Inc.
100 Peachtree Street, NW
Suite 2300
Atlanta, GA 30303
Attn: ____________________________
Phone: (404) 477-XXXX
Fax: (404) 477-3006
Email: xxxxxxxx@atlbeltline.org

With a copy to:

Atlanta BeltLine, Inc.
100 Peachtree Street, NW
Suite 2300
Atlanta, GA 30303
Attn: Michelle L. Thomas, Assistant General Counsel
Phone: (404) 477-3690
Fax: (404) 477-3006
Email: MThomas@atlbeltline.org

If to Consultant:

_________________________ [Name of Consultant/Entity]
_________________________ [Address Line 1]
_________________________ [Address Line 2]
Attn: ___________________ [Contact person’s name & title]
Phone: (XXX) XXX-XXXX
Email: ____________________

A duplicate copy of each notice, certificate or other communication given hereunder by either ABI or Consultant to any one of the others shall also be given to all of the others. ABI or Consultant may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

i) Changes in Key Personnel. If at any time during the Contract Term, Consultant changes the composition of any firm, team, or personnel identified in its response
to the RFP that served as the precursor to this Agreement without the express written consent of ABI, ABI shall have the right to terminate this Agreement by giving Consultant thirty (30) days’ written notice. In the event that ABI receives a request from Consultant to change its Key Personnel, and the request is granted, ABI shall have the right to select the person or firm that will complete the work described in the Scope of Services.

j) Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original for all purposes, but all when taken together shall constitute only one (1) agreement.

k) Ethics. Consultant acknowledges that ABI’s employees, directors, and officers are bound by The Atlanta BeltLine, Inc. Code of Ethics (the “ABI Ethics Code”); that Consultant has read and understood the ABI Ethics Code; and that Consultant will govern itself accordingly in all interactions with ABI’s employees, directors, and officers.

l) Time. Time is of the essence of this Agreement due to the nature of the funding. References in this Agreement or any related document to time periods in days shall mean calendar days unless expressly provided otherwise.

m) Contractor/Consultant and Subcontractor/Sub-consultant Evidence of Compliance; Federal Work Authorization. Pursuant to O.C.G.A. §13-10-91, ABI cannot enter into a contract for the physical performance of services unless the Contractor, its subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Agreement as Exhibit “E” and incorporated herein by this reference. Contractor agrees that in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, Contractor will secure from each subcontractor or an affidavit that certifies the subcontractor’s current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Exhibit “F” and incorporated herein by this reference. Each subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-
subcontractor’s current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as Exhibit “G” and incorporated herein by this reference. Additionally, in accordance with O.C.G.A. §50-36-1, Contractor is required to sign the SAVE affidavit attached hereto as Exhibit “H” and incorporated herein by this reference.

10. Media. Consultant shall not communicate any information related to this engagement and the work in connection herewith to any public officials, governmental bodies, press, media or any other public or private news medium, without the written consent of the ABI Project Manager. It is intended that the Services performed hereunder are confidential in nature and shall not be publicly disseminated unless approved by ABI Project Manager. If approved, ABI will coordinate with Consultant in the public dissemination of information about the work related to this engagement and unless and until ABI approves in writing, Consultant shall not communicate any information related to the Atlanta BeltLine to government officials, the press, publications and other media, or press releases.

11. Conflicts. ABI and Consultant recognize that given the business of Consultant and the scope of the Atlanta BeltLine Program there may be other clients or potential clients of Consultant related to the Atlanta BeltLine Program. The Parties agree that the intent and desire is to limit any conflicts and any potential conflicts and issues and, in that regard, Consultant shall fully disclose to ABI any of its existing clients in connection with the Atlanta BeltLine Program and on an ongoing basis disclose and keep ABI advised of any clients or potential conflict issues that may arise in connection with any Atlanta BeltLine Program related engagement. Upon being advised of a potential conflict from Consultant, ABI will review and determine the course of action to address the conflict. ABI agrees to work in good faith with Consultant to resolve any conflicts.

12. Consent to Jurisdiction, Waiver of Jury Trial. Consultant hereby consents to the jurisdiction of any state court within Fulton County, Georgia or any federal court located within the Northern District of Georgia, for any proceeding or dispute arising out of this Agreement. All service of process will be delivered to Consultant’s authorized agent for service of process, or at such other address as Consultant may have designated in writing to ABI, and service so made shall be deemed to be completed in accordance with the applicable laws of the State of Georgia. To the extent permitted by law, Consultant voluntarily and knowingly waives trial by jury and waives any
13. objection which it may have based on lack of jurisdiction or improper venue or forum *non conveniens* to the conduct of any proceeding instituted under this Agreement, or arising out of or in connection with this Agreement, including any actions based upon, arising out of or in connection with any course of conduct, course of dealing, statement (whether oral or written), or actions of ABI or Consultant, and Consultant consents to the granting of such legal or equitable relief as is deemed appropriate by the court.

13. **Authorization.** Each of the signatories to this Agreement hereby represent that they have the authority to bind their respective entities and that they have undertaken to accomplish any and all actions required by their respective boards, or they have been granted the authority previously by their respective boards to enter into this Agreement.

14. **Equal Opportunity.** Consultant and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or any other protected characteristic. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, age, or any other protected characteristic. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth these policies of non-discrimination. Consultant and all subcontractors and subconsultants shall, in all solicitations or advertisements for employees placed by them or on their behalf state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or any other characteristic protected by law.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

**ATLANTA BELTLINE, INC.**

a Georgia nonprofit corporation

By: ________________________________

Clyde Higgs
Request for Proposals
Subarea Master Plan Updates

ATTEST: President and CEO

By: __________________________
    Aasia Mustakeem, Assistant Secretary

Approved as to form:

By: __________________________
    Michelle L. Thomas
    Assistant General Counsel

Funding Source: _____________________

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES CONTINUE ON NEXT PAGE.)
CONSULTANT:

[Name of consultant]

By: ___________________________

Signature

Name (Typed or Printed)

Title

(CORPORATE SEAL)
EXHIBIT “A”

SCOPE OF SERVICES

Consultant shall perform the following services as directed by ABI and in accordance with the schedule set by ABI:
EXHIBIT “B”
SUBCONTRACTOR/SUBCONSULTANT UTILIZATION AND DBE PARTICIPATION CERTIFICATION

Contract: ___________________________ Date: as of __________
Contract Date: ________________________
Total Contract Amount: __________________

Atlanta BeltLine, Inc. (ABI) strongly encourages participation by Female Business Enterprise (FBE), Minority Business Enterprise (MBE), and Small Business Enterprise (SBE) entities in all contracts issued by ABI. As a part of this commitment, ABI is gathering data on the utilization of FBE, MBE, and SBE entities on all contracts. Each contractor or consultant for ABI shall list any and all Female, Minority or Small Business Enterprises (FBE, MBE, and SBE) that have been or will be utilized on this contract; the amount of revenue received or to be received by the FBE, MBE, and SBE; and the percentage of the overall Scope of Services provided under the contract.

Contractor/Consultant:

1. My firm, as the Contractor/Consultant on the above contract (is) _____ (is not) _____ a Female, Minority, or Small Business Enterprise. (Please indicate below the portion of work, including percentage of contract amount, that your firm will carry out directly):

   ____________________________________________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________

2. If the Contractor/Consultant is a Joint Venture, please indicate by checking here (___) and complete a Joint Venture Disclosure Affidavit. ABI will also need to have a copy of the executed Joint Venture Agreement.

3. Subcontractors/Subconsultants (including suppliers) used or to be utilized in the performance of this project, if awarded, are:

   Subcontractor/Subconsultant Name: ____________________________________________
   Address _____________________________________________________________________
   Phone ______________________________ Contact Person _________________________
   Email address: __________________________


Ethnic Group* _______ FBE/MBE/SBE Certification from (name of agency) ____________

Work to be Performed _______________________________________________________

Amount awarded $__________   Amount received $__________

Percent of Total Contract Amount______%  Percent of Scope of Services_______%

*Groups: African American Business Enterprise (AABE); Asian Business Enterprise (ABE); Female Business Enterprise (FBE); Hispanic Business Enterprise (HBE); Native American Business Enterprise (NABE); Small Business Enterprise (SBE); as certified by the Georgia Department of Transportation, the City of Atlanta, Georgia Minority Supplier Development Council or MARTA.

Subcontractor/Subconsultant Name: ___________________________________________

Address ___________________________________________________________________

___________________________________________________________________________

Phone _______________________________ Contact Person ________________________

Email address:_______________________

Ethnic Group* _______ FBE/MBE/SBE Certification from (name of agency) ____________

Work to be Performed _______________________________________________________

Amount awarded $__________   Amount received $__________

Percent of Total Contract Amount______%  Percent of Scope of Services_______%

Subcontractor/Subconsultant Name: ___________________________________________

Address ___________________________________________________________________

___________________________________________________________________________

Phone _______________________________ Contact Person ________________________

Email address:_______________________

Ethnic Group* _______ FBE/MBE/SBE Certification from (name of agency) ____________

Work to be Performed _______________________________________________________

Amount awarded $__________   Amount received $__________

Percent of Total Contract Amount______%  Percent of Scope of Services_______%
Phone _______________________________ Contact Person ________________________

Email address:______________________________

Ethnic Group* _______ FBE/MBE/SBE Certification from (name of agency) ____________

Work to be Performed _______________________________________________________

Amount awarded $__________   Amount received $__________

Percent of Total Contract Amount______%  Percent of Scope of Services_______ %

**Subcontractor/Subconsultant Name:** _________________________________________

Address ___________________________________________________________________

Phone _______________________________ Contact Person ________________________

Email address:______________________________

Ethnic Group* _______ FBE/MBE/SBE Certification from (name of agency) ____________

Work to be Performed _______________________________________________________

Amount awarded $__________   Amount received $__________

Percent of Total Contract Amount______%  Percent of Scope of Services_______ %

Total Amount of All DBE Subcontractor/Subconsultant Agreements $ _________________

Percentage Value of Total Contract __________

If the contract is completed, please indicate the total amount paid to the above Subcontractors or Subconsultants.   $____________________

Total Amount of FBE Subcontractor/Subconsultant Agreements $ _________________

Total Amount of MBE Subcontractor/Subconsultant Agreements $ _________________

Total Amount of SBE Subcontractor/Subconsultant Agreements $ _________________
The undersigned certifies that he/she is legally authorized by the Contractor/Consultant to make the statements and representations in this document and that said statements and representations are true and correct to the best of his/her knowledge and belief.

Contractor/Consultant Name: ________________________________________________________________

Signature: _____________________________________ Title: ________________________________

Address:  ________________________________________________________________________

________________________________________________________________________

Contact Person for Contract: ____________________________________________________________

Telephone No.: _________________________________ Email Address: ________________________
EXHIBIT “C”
DBE/NON-DBE OFFEROR PARTICIPATION INVOICE SUMMARY

(ON NEXT PAGE)
# DBE/NON-DBE Vendor Participation Invoice Summary

## Abi Internal Routing

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<th>Project Manager</th>
<th>Legal</th>
<th>Accounting</th>
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<th>Contract Name</th>
<th>Contract Amount</th>
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<th>Current Invoice Amount</th>
<th>Actual DBE/Non-DBE Participation on This Issue</th>
<th>Original DBE/Non-DBE Contract Amendment %</th>
<th>% Total Payments (P&amp;I)</th>
<th>Amount Paid To Date</th>
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Requested by

Approved by

Finance Dept

Date

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Request for Proposals

Subarea Master Plan Updates
EXHIBIT “D”

LIST OF CONSULTANT’S PERSONNEL

The following individuals are authorized by Consultant to work on this engagement and have access to information as limited by Section 7 of this Agreement:
EXHIBIT “E”

Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

__________________________________________________
Date of Authorization

__________________________________________________
Name of Contractor

__________________________________________________
Name of Project

__________________________________________________
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on __________, 20__ in _____________ (city), ______ (state).

By:_______________________________________________________
Signature of Authorized Officer or Agent

__________________________________________________
Printed Name and Title of Authorized Officer or Agent
Subscribed and Sworn before me on this the ______ day of ______________, 20 __.

_________________________________
NOTARY PUBLIC

My Commission Expires: ____________

[NOTARY SEAL]
EXHIBIT “F”

Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ________________ (insert name of Contractor) on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

_________________________________

Date of Authorization

_________________________________

Name of Subcontractor

_________________________________

Name of Project

_________________________________

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _________ __, 20__ in _____________ (city), ______ (state).

By: _________________________________

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent
Subscribed and Sworn before me on this the _____ day of ____________, 20 ___.

NOTARY PUBLIC
My Commission Expires: ____________  [NOTARY SEAL]
EXHIBIT “G”

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for ___________________________(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and ___________________________(name of Contractor) on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____________________________(name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to ____________________________(name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

_____________________________________________________________________
Date of Authorization

_____________________________________________________________________
Name of Sub-subcontractor

_____________________________________________________________________
Name of Project

_____________________________________________________________________
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ________, 20__, in _____________ (city), ________ (state).

By: ______________________________________

Signature of Authorized Officer or Agent

_____________________________________________________________________
Printed Name and Title of Authorized Officer or Agent
Subscribed and Sworn before me on this the _____ day of ______________, 201__.

____________________________________
NOTARY PUBLIC
My Commission Expires: ____________

[NOTARY SEAL]
EXHIBIT “H”
S.A.V.E. AFFIDAVIT UNDER O.C.G.A §50-36-1(e)(2)

ATLANTA BELTLINE, INC. AFFIDAVIT
VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT

By executing this affidavit under oath, as an applicant for a Consulting Services contract with Atlanta BeltLine, Inc., or other public benefit as provided by O.C.G.A. §50-36-1, and determined by the Attorney General of Georgia in accordance therewith, I verify one of the following with respect to my application for a public benefit from Atlanta BeltLine, Inc.:

1) ___________ I am a United States Citizen.
2) ___________ I am a legal permanent resident 18 years of age or older.
3) ___________ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: ________________________________.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document as required by O.C.G.A. §50-36-1(e)(1) with this Affidavit. **The secure and verifiable document provided with this affidavit is:**

______________________________________________________________

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in __________________ (city), __________________ (state).

Signature of Applicant                      Date:

__________________________________________

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Request for Proposals
Subarea Master Plan Updates

Printed Name of Applicant:

Sworn to and subscribed before me

This ____ day of ______________, 201__.

 ________________________________
  Notary Public

My commission expires: __________________

[NOTARY SEAL]