



**REQUEST FOR QUALIFICATIONS (RFQ)**

**RFQ for Redevelopment of  
Surplus Land adjacent to  
Amsterdam Avenue, NE**

**STATEMENT OF QUALIFICATIONS (SOQ) DUE BY  
TUESDAY, JULY 27, 2021, 3:00 PM EST:**

**Please click the link below to submit SOQ**

**[View and submit SOQ here in Vendor Registry](#)**

**QUESTIONS/INQUIRIES DUE BY TUESDAY, JULY 13, 2021, 1:00 PM EST:**

**[View and submit SOQ questions here in Vendor Registry](#)**

**CONTACT**

**Subrena Clark, ABI Procurement Manager: [sclark@atlbeltline.org](mailto:sclark@atlbeltline.org)**

**RFQ Issued: Friday, June 25, 2021**

## **ATLANTA BELTLINE'S VISION OF 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, gender identity or expression, sexual orientation, race and ethnicity, ability, income, or political ideology – benefit and prosper from the economic growth and activity associated with the Atlanta BeltLine.

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## **SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

This section consists of abbreviations, definitions, and general rules of interpretation.

Atlanta BeltLine, Inc. ("ABI"). A funding partner for the Project (as defined herein), the agent for the owner of the Atlanta BeltLine corridor property, technical lead for the Project, and the contracting entity. 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 legally binding document that describes the terms and conditions governing the relationship and obligations of each party to effectuate the redevelopment of the Property. This document may also be referred to herein as the "Contract."

Apparent Successful Respondent. The Respondent who submits the SOQ that considers the best qualifications in accordance with the procedures set forth in the RFQ. The Apparent Successful Respondent will not be awarded the Contract if:

- A. The Respondent fails to comply with all applicable pre-award and pre-execution requirements of the RFQ 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.

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. The COA may also be referenced herein as the "City."

Contract. See "Agreement" above.

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 RFQ, a DBE entity should be certified through one of the programs listed in Section 5 of this RFQ as acceptable to ABI that meets the guidelines specified in Section 5.

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.

Project. This term is used to describe the basis for this solicitation and includes all work and services necessary to design, entitle, construct, and operate a redevelopment of the Property (hereinafter defined) the Atlanta BeltLine.

Project Manager (“PM”). The person assigned by the Apparent Successful Respondent to oversee the daily work on the Project and to report to be the primary interface with ABI staff.

Property. The +/- 2.4 acre tract of land depicted on Diagram “A”. ABI reserves the right to increase or decrease the size of the Property in an effort to meet the goals and objectives outlined herein.

Project Records. Records or data of any type on any media including those produced by the Apparent Successful Respondent or its sub-consultants, subcontractors, suppliers, or manufacturers that are related to the Project. Project Records may include, but are not limited to:

- A. Plans,
- B. working drawings,
- C. specifications,
- D. design notes and computations,
- E. manufacturer’s recommendations,
- F. catalog cuts,
- G. schedules and schedule updates or revisions,
- H. quality control plans and related documentation,
- I. inspectors’ reports,
- J. traffic control plans and log,
- K. safety program and incident reports,
- L. soil erosion and water pollution control Plans and log,
- M. equal opportunity and affirmative action,
- N. preconstruction conference records,
- O. as-built records,
- P. progress meeting records,
- Q. partnering records,
- R. correspondence,
- S. DBE participation records,
- T. e-mails, and
- Q. any other documents related to the scope of work.

Respondent. A person or firm who submits a response to this RFQ.

RFQ: Request for Qualifications.

Stakeholder. A person or group with an interest in the successful completion and subsequent use of a project.

Statement of Qualifications (SOQ): The submittal from a Respondent addressing the requirements in the Request for Qualifications.

Vendor Registry (VR). The Atlanta BeltLine, Inc's electronic platform for vendor registration and statement of qualifications submission.

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## **SECTION 2 – OVERVIEW AND ROLES**

The Atlanta BeltLine is a transformative project shaping the way the City of Atlanta will mature as a city, by creating parks, trails, transit, and new development along a 22-mile loop of rail segments that encircle the City’s urban core. The Atlanta BeltLine, by attracting and organizing a portion of the region’s future growth around parks, transit, and trails located in the inner core of Atlanta, will lead to a vibrant and livable Atlanta with an enhanced quality of life for all City residents. The revival of this historically industrial landscape will become the uniquely Atlanta solution and an exemplary national model for effectively managing growth by providing:

- Trails and pedestrian-friendly streets to link neighborhoods previously severed by freight rail and industry,
- A 22-mile streetcar/light rail transit loop providing an alternative to auto trips among jobs, residences, and cultural attractions,
- Compact mixed-used development that supports transit, parks, and trails, as well as businesses,
- A connected network of beautiful parks and greenspaces,
- Affordable workforce housing,
- Preservation of historic buildings and structures, and
- Environmental remediation of underutilized brownfield areas

This project is being developed by Atlanta BeltLine, Inc., as the implementation agent of Invest Atlanta, and in coordination with the City of Atlanta, GDOT, and FHWA. The Atlanta BeltLine project is funded in part using Tax Allocation District (TAD) funds and other local, state, and federal funds. Roles and responsibilities of the funding parties are specifically defined in specific agreements but are generally outlined below.

**Atlanta BeltLine, Inc. (“ABI”).** Formed by IA, ABI is the entity tasked with planning and implementation of the Atlanta BeltLine program in partnership with various entities and City of Atlanta departments. ABI’s functions include specifically defining the Atlanta BeltLine plan; leading efforts to secure federal, state, and local funding; continuing the Atlanta BeltLine community engagement process; and serving as the overall project management office to execute the Atlanta BeltLine plan, including the coordination of planning and execution activities with other City of Atlanta departments and managing all vendors and suppliers.

**City of Atlanta (“COA”).** The City of Atlanta will be the ultimate owner of all Atlanta BeltLine infrastructure. Through its various departments (Department of City Planning, Department of Parks and Recreation, Department of Public Works, Department of Watershed Management, *et al.*), the City of Atlanta will have jurisdiction for issuing permits, zoning entitlements, and regulatory issues associated with construction.

**Atlanta BeltLine Partnership, Inc. (“ABP”).** ABP is a 501(c)3 organization committed to the ongoing cultivation of broad-based financial support for the Atlanta BeltLine.

**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 to create increased opportunity and prosperity for the people of Atlanta. Invest Atlanta is governed by a nine-member board of directors, and 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. IA is the redevelopment agent for the City of Atlanta, and a public body corporate and politic of the State of Georgia. IA is the owner of the Property as defined herein and the owner of the Atlanta BeltLine.

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**SECTION 3 - PROJECT DESCRIPTION AND SCOPE OF WORK**

Atlanta BeltLine, Inc. (“ABI”) requests Statements of Qualifications (SOQ) from firms or individuals (hereinafter “Respondent” or “Respondents”) to redevelop an approximately 2.4 acre tract of surplus land near the western terminus of Amsterdam Avenue, NE in Atlanta, Georgia (hereinafter “Property” and depicted in Diagram A) to further ABI’s goals for affordable housing, job creation and economic development at a scale that is transit-supportive. Preliminary engineering analyses indicate redevelopment of the Property is possible without precluding the implementation of the Atlanta BeltLine transit or trail system and ABI will not proceed with redevelopment of the Property in the event additional analyses show otherwise. The Property is located near 500 Amsterdam Avenue, NE, Atlanta, Georgia 30306.

ABI intends to enter into an Agreement with one Respondent to accomplish the scope of work described herein. Respondents are expected to meet the expectations outlined in Section 4 (“Qualifications and Requirements”) of this RFQ, which includes a providing a feasible conceptual plan for redevelopment of the Property as well as demonstrating it has the minimum level of relevant experience and knowledge of the Atlanta BeltLine project and its planning area in order to effectuate the proposed redevelopment of the Property.

**Schedule**

ABI anticipates selecting a sole Respondent in late Summer 2021, at the conclusion of the RFQ process. Upon selection of a Respondent, ABI and the Respondent will immediately begin negotiating the necessary contracts to effectuate the redevelopment.

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**Diagram A**

The Amsterdam Property (Diagram “A”) can be viewed within the link below:

<https://www.dropbox.com/s/w0l64znac7mbtcv/20210430-Park%20Drive%20to%20Evelyn%20Street%20%28Amsterdam%20Walk%29%20-%20RFQ%20Display.pdf?dl=0>

**SECTION 4 - QUALIFICATIONS AND REQUIREMENTS**

ABI is seeking highly qualified Respondents. To be considered responsive, the Respondent must meet the following requirements:

1. Present a feasible redevelopment concept for the Property that meets the following strategic objectives:
  - a. Does not preclude ABI’s ability to construct a 14’- wide paved multi-use trail and double-track light rail transit system on the balance of its landholdings adjacent to the Property,
  - b. Includes an affordable housing component that exceeds the current minimum requirements imposed by inclusionary zoning along the Atlanta BeltLine,
  - c. Includes a retail and/or office affordability component,
  - d. Balances transit-supportive density with adjacent lower-density land uses,
  - e. Includes open space (e.g., pocket park or plaza) oriented to the future Atlanta BeltLine corridor that is open to the public in perpetuity, and
  - f. Provides a range of living-wage and career-track employment opportunities for local residents and other low to moderate income residents at all stages of the development process.
2. Has been in business a minimum of five years (applies to the lead Respondent and all major subcontractors or joint venture partners) and demonstrates an overall combination of skills, prior work experience, business reputation, commitment to diversity, and success with engaging members of the community to implement the proposed redevelopment concept of the Property.
3. Provide a written commitment to and/or acknowledgement of the following terms and conditions:
  - a. The Respondent must meet or exceed ABI’S Disadvantaged Business Enterprise (DBE) goal (or Small, Minority, or Woman-Owned Business S/M/WBE goals) of 30% DBE participation in the completion of the redevelopment,
  - b. The Respondent must work with ABI to engage in robust community engagement to solicit input on the redevelopment concept presented herein and refine as appropriate. The successful Respondent and ABI will establish a written community engagement framework after selection,
  - c. The Respondent will compensate or provide other consideration to ABI for any added construction costs to ABI’s adjacent trail and transit system that are caused by the proposed redevelopment on the Property.

- d. ABI will be required to demonstrate it has received adequate compensation for any property rights conveyed to Respondent to effectuate the redevelopment, likely in the form of an independent appraisal, and
  - e. The execution of certain contracts, conveyances, or other agreements to effectuate the redevelopment, including the Agreement, may be subject to the approval of the ABI and/or IA Boards of Directors.
4. Present a proposed real estate transactional structure to implement the redevelopment concept (e.g., fee simple acquisition, long term ground lease, etc.)
  5. Have provided all information and forms required in this RFQ package and addressed the specifics of the evaluation criteria.
  6. Demonstrate and articulate a unique understanding of the Atlanta BeltLine mission and vision based on the work that has been completed to date.
  7. Possess all applicable licenses and registrations to perform design services in the State of Georgia (landscape architects and engineers).
  8. Respondents must provide all information requested in this RFQ and address the specifics of the project requirements.
  9. 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.
  10. Respondents must demonstrate an understanding of the Atlanta BeltLine's mission and vision (<https://beltline.org/the-project/project-goals/equity-and-inclusion/#mission-vision>) based on the work that has been completed to date by ABI.

## **SECTION 5 - SUBMITTAL REQUIREMENTS –**

### **PROCESS**

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

The 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 Respondents are considered non-responsive, or ABI considers it is no longer appropriate to redevelop the Property. The process may be revised at any time during the solicitation, selection, evaluation, and negotiation phases up to final award.

The procurement method for this project may include the following steps:

- ❖ Interested firms will submit a Statement of Qualifications (SOQ)
- ❖ Evaluations of the submitted SOQs will result in a shortlist of one or more qualified Respondents.

- ❖ The shortlisted firm(s) may be asked to participate in an interview by the evaluation team for the selection of one Apparent Successful Respondent
- ❖ The Apparent Successful Respondent will negotiate the Agreement with ABI and/or IA.
- ❖ If negotiations fail, ABI may elect to i) select another Respondent from the shortlist to negotiate the Agreement, ii) issue a new solicitation for redevelopment partners, or iii) temporarily or permanently halt plans to redevelop the Property.

**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 Female Business Enterprise (FBE), Minority Business Enterprise (MBE) and Small Business Enterprise (SBE) in all contracts issued by ABI. ABI anticipates that as a part of a responsive response, DBE participation will be included. All Respondents 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 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 themselves or their sub-contractors with their qualifications.

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

**PRE-SUBMITTAL**

There is no scheduled pre-submittal conference call or site visit. Respondents are encouraged to visit the site at any time and/or view Diagram "A" herein. The Property is located near 500 Amsterdam Avenue, NE, Atlanta, Georgia 30306. If there are questions or inquiries about the site, please submit written questions no later than Tuesday, July 13, 2021, 1PM EST .

**QUESTIONS**

Respondents shall submit written questions in Vendor Registry at the following link: [View and submit SOQ questions here in Vendor Registry](#) no later than **Tuesday, July 13, 2021, 1:00 PM EST.**

Responses to questions will be provided via addendum within Vendor Registry. ABI reserves the right to issue addenda at any time during the procurement process. Please check the Vendor Registry link above or on the front page of this RFQ regularly for posted addenda and any other information related to the Project.

**RESPONSES DUE**      **Responses are due NO LATER THAN Tuesday, July 27, 2021, 3:00 pm EST:** Electronic responses must be received in Vendor Registry at the following link [Submit SOQ here in Vendor Registry](#) no later than the date and time at the link specified. The Vendor Registry link will not allow access to the electronic uploading of a response after the due date/time.

**PROCUREMENT SCHEDULE** (subject to change)

Questions Due	Tuesday, July 13, 2021, 1 PM (EST)
Electronic Responses/SOQ Due	Tuesday, July 27, 2021, 3 PM (EST)
Presentation/Interviews (if needed)	August 2021

**SUBMITTAL REQUIREMENTS**

**Electronic Submittal Requirement:** ABI provides an electronic solicitation posting and submittal process through Vendor Registry (VR). All responses shall be submitted online via VR. In order to submit a response online, please follow the steps below:

**One-time, free registration:**

IF YOU ARE NOT A REGISTERED VENDOR WITH VENDOR REGISTRY, A FREE, ONE TIME REGISTRATION IS REQUIRED TO SUBMIT A SOQ.

The first step before submitting a SOQ is to ensure your Firm is registered in the VR database by clicking the link below

***Vendor Registration link –***

<https://vrapp.vendorregistry.com/Vendor/Register/Index/atlanta-beltline-ga-vendor-registration>

***SOQ Submittal Link –***

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=59cc52d9-0aa4-4703-87b8-f98a3a71f368>

If you have any questions or need assistance to register and/or to submit a SOQ, please contact the VR Support Team by email at [cservice@vendorregistry.com](mailto:cservice@vendorregistry.com) or call toll-free at (844) 802-9202.

Electronic responses shall be clear, succinct, and not exceed twenty, 8.5 x 11 pages. Each page shall be numbered, in a format of Respondent's choice, from page one to page 20. Cover pages, tabs, Response Forms and Exhibit materials will not count toward the page limit. Please use an 11-pt. font or larger, and do not use 11"x17" sheets. A response that exceeds the page limitation may not be considered. Cover pages, tabs, response forms and Appendix materials will not count toward the page limit; any additional pages may not be reviewed.

All submittals will be evaluated on the completeness and quality of the content. Only those Respondents 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 Respondent 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 Respondent; ABI shall not be liable for any of these costs. At no time will ABI provide reimbursement for submission of a response.

## **1. COVER LETTER**

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

- RFQ Name / Project Title: **Redevelopment of Surplus Land adjacent to Amsterdam Avenue, NE;**
- Name(s) of the person(s) authorized to represent the Respondent in negotiations;
- Name(s) of the person(s) authorized to sign any Contract that may result; and
- Contact person's name, title, mailing or street addresses, phone and fax numbers and email address.

A legal representative of the Respondent, authorized to bind the Respondent in contractual matters, must sign the cover letter.

## **2. FIRM DESCRIPTION**

Describe Respondent'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 Respondent. Describe Respondent's internal procedures and/or policies associated with 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 Respondent'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 and Discipline(s) of consideration. Describe key personnel's proposed roles and responsibilities on this project. Resumes must be included in the Attachments/Supporting Materials section of the response and do not apply to the maximum page count. 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 based on the proposed discipline(s) that are reflective of the subject of this Project, including references. For each example, identify the type/discipline of project, size, budget, Respondent'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**

The Respondent must provide a reasonably feasible redevelopment concept for the Property that meets the strategic objectives presented in Section 4.1.

The Respondent should also describe why it possesses the relevant skills and experience needed to advance the redevelopment concept for the Property included in its response to this RFQ through all stages of the development process (e.g., design, entitlement, permitting, construction management, and



operation). The Respondent should also present a proposed real estate transactional structure to implement the redevelopment concept (e.g., fee simple acquisition, long term ground lease, etc.). Should a Respondent's redevelopment concept include additional land beyond the Property, the Respondent must demonstrate control of said land (e.g., fee simple ownership, under contract for purchase, etc.).

The Respondent must also include a written commitment and/or acknowledgement to the terms and conditions listed in Section 4.3 (in addition to any other forms required for a complete response to this RFQ).

If applicable, discuss any unique aspects of the project and/or alternative approaches and/or special considerations ABI might wish to consider.

#### **6. SUPPORTING MATERIAL**

Supporting material may include resumes and other information pertinent to the project. Supporting material does not add pages to the maximum page limit.

#### **7. RESPONSE FORMS**

The exhibit and forms found in Section 8 must be completely filled in, signed, and notarized as applicable. Sign any and all addenda on the Addenda form. Include any required licenses and or certifications as required within this RFQ.

#### **8. CERTIFICATION**

Firms providing responses to this solicitation shall submit a Certificate of Existence from the Georgia Secretary of State and evidence of current (2021) registration, if responding on behalf of a business entity.

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**SECTION 6 – EVALUATION CRITERIA**

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

**Evaluations of the responsive submitted SOQs**

Cover letter	5 Points
Firm Description	5 Points
Project Team & Team Experience	30 Points
Project Approach/Redevelopment Concept	60 Points
	<b>100 Points</b>

**Evaluation of Short-Listed Persons or Firms Only**

Interview	20 Points
	<b>20 Points</b>

An evaluation committee convened by ABI and IA will evaluate the submittals. At the discretion of IA and ABI, follow-up interviews may be conducted before a final selection of an Apparent Successful Respondent is made. The interview will focus on the proposal presentation, interpersonal skills, ability to organize data, and demonstration of prior project experience related to this RFQ.

**PROTESTS**

Any protest of the procurement solicitation documents or process shall be submitted for resolution to the ABI Procurement Officer at [knicholson@atlbeltline.org](mailto:knicholson@atlbeltline.org).

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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**SECTION 7 – ATLANTA BELTLINE, INC. TERMS AND CONDITIONS**

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 Respondent and the project throughout and are incorporated herein. The Agreement with the selected Respondent 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 SOQ or subsequent proposal 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 that is deemed irresponsible or unreliable by ABI, IA or the City of Atlanta. If requested, the Respondent 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 a Respondent's proposal is received through the date a Contract is awarded to a Respondent, no Respondent may make substitutions, deletions, additions, or other changes in the configuration of its proposal 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. In the event that this procurement is cancelled, a notice of cancellation shall be sent to all persons, firms, or entities that submitted responses to this procurement.
- F. Respondent'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. Respondent shall indemnify and hold harmless ABI, IA, and the City of Atlanta against all claims, judgments, or liabilities to which they may be subject because of any negligence or fault or default by the Respondent, its consultants, or subconsultants.

- H. Respondent shall agree to the Superior Court of Fulton County as the venue in any legal action or proceeding between the Respondent 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 Respondent or impair the Respondent's objectivity in performing the work. Clarifications may be sought by submitting a letter requesting clarification and stating the reasons why the Respondent believes potential organizational conflict of interest exists. In preparing this solicitation, a review of existing contracts with ABI should be undertaken, and the Respondent shall make known any consultants, subcontractors or sub-consultants that are specifically excluded from participating in this solicitation. All who respond to this RFQ shall complete the Certification of No Organizational Conflict of Interest attached hereto in this RFQ and submit it as part of its response to this RFQ. A response 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 Respondent 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 Respondent elects to change any of its key personnel, partner(s), or subcontractor(s) without the express written consent of ABI.

**PAYMENT**

In the event the Agreement specifies any payments to the Apparent Successful Respondent, ABI shall make payment within 60 days upon receipt, inspection and acceptance of the work and all required documentation by ABI.

**INSURANCE REQUIREMENTS**

The Respondent shall at all times during the term of the Contract 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;

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. Underground, explosion, and collapse coverage (included in 1986 or later form)
- H. Personal Injury (deleting both contractual and employee exclusions)
- I. Incidental Medical Malpractice
- J. Sudden and Accidental Pollution Coverage
- K. Waiver of Subrogation in favor of Atlanta BeltLine, Inc.
- L. 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) Professional Liability Insurance with limits of \$2,000,000 per claim and \$4,000,000 in the aggregate.
- e) Contractual liability, subject to policy term, conditions, and exclusions.
- f) Insurance company must be authorized to do business in the State of Georgia.
- g) Additional insureds on the commercial general liability and auto liability insurance policies shall be shown as: Atlanta BeltLine, Inc., the City of Atlanta, and The Atlanta Development Authority d/b/a Invest Atlanta.
- h) The cancellation provision should provide 30 days' notice of cancellation (10 days' notice for cancellation due to non-payment of premium).
- i) 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 Apparent Successful Respondent's 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.
- j) Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.
- k) Respondent 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 Respondent will be primary over any insurance program carried by ABI.
- l) Respondent shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Respondent 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.
- m) Respondent waives all rights of recovery against ABI, IA, the City, and their officers, officials, employees, separate consultants, and all subcontractors which Respondent 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 Respondent.

- n) Respondent shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Respondent) 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 A**, applies to this solicitation.

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

In order for a firm/ team to remain qualified to submit a proposal, the Apparent Successful Respondent 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.

**Buy America:** Not applicable.

**Background Checks and Drug Testing:** The Apparent Successful Respondent 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 Respondents 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).

**Prevailing Wage:** Not applicable.

**Debarment and Suspension.** ABI shall not award a Contract to Respondents that are 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 vendor 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”).

Respondent 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 Respondent 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 Respondent 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 Respondent to seek a protective order or other relief to prevent the disclosure of the Proprietary Information of Respondent to parties requesting disclosure under the Georgia Open Records Act; provided, however, that Respondent shall be required to indemnify ABI, IA and 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, Respondent or offeror to an IA or ABI employee, consultant, contractor, volunteer, board member, graduate or undergraduate fellow, citizen, City of Atlanta official (i.e. city council member, mayor, etc.), 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, respondent, or offeror 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 bidder, Respondent, or 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 solicitation has been published and up until the time a Contract is fully executed, no bidder, Respondent or offeror shall make direct contact with any member of ABI or IA staff other than the persons listed on the first page of this solicitation. Furthermore, no person shall attempt to communicate with any ABI employee, director, or officer – excluding the ABI Procurement Manager or the ABI Procurement Officer – regarding this RFQ during its pendency.

#### **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 of 30%.

However, nothing herein should indicate that a DBE may not apply and be selected independently, as DBEs that meet the qualifications of this RFQ 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 form.

Each Respondent 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 Respondent. The invoices should also reflect a total amount of compensation paid to date to the Respondent and each DBE participant along with their corresponding percentage of the total compensation received. Respondent will also be responsible for submitting lien waivers from each of its DBE participants for all payments received, where necessary, and affirm that the Respondent is current with all payment obligations due to the DBE participants at the time of the submission of an invoice for payment. Respondent 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 Respondent may become a party as a result of its selection as the Respondent.

Respondents 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](http://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](mailto:asmith1@itsmarta.com).
- **Georgia Minority Supplier Development Council, Inc.** (MBE Certification): 759 West Peachtree Street, Suite 107, Atlanta, GA 30308, Tel: (404) 589-4929.
- **Women's Business Enterprise Network Council -WBENC** (WBE Certification): 1120 Connecticut Ave, NW, Suite 1000, Washington, DC 20036, Tel: 202.872.5515, [support@wbenc.org](mailto:support@wbenc.org), <https://wbenc.wbenclink.org/>

A person or firm selected by the Respondent can only satisfy one of the three categories. The same person or 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 persons or firms must be registered or certified prior to the submittal of the SOQs A Respondent is at risk in that there may be an issue of time to certify or register if it intends to use a Firm that is not certified or registered at the time the Proposal is submitted. Respondents 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 8 - EXHIBITS AND FORMS**

EXHIBIT A – ABI CODE OF ETHICS

EXHIBIT B – REQUIRED SUBMITTAL FORMS

- B.1: STATEMENT OF QUALIFICATIONS SUBMISSION FORM
- B.2: CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST
- B.3: O.C.G.A. 50-36-1(e)(2) S.A.V.E. AFFIDAVIT
- B.4: DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN
- B.5: GOOD FAITH EFFORT AFFIDAVIT
- B.6: CONTRACTOR AFFIDAVIT OF COMPLIANCE WITH O.C.G.A.13-10-91(b)(1)
- B.7: CERTIFICATION FORM
- B.8: RECEIPT OF ADDENDA (addenda signature)
- B.9: SUBMITTAL CHECKLIST

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**EXHIBIT A****ATLANTA BELTLINE, INC. CODE OF ETHICS**

The following is the Code of Ethics (the “Code”) to which employees of 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 Atlanta BeltLine, Inc.
- Contractors - 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 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.

**Fiduciary Duty**

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 an ABI program, 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 Contractor 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***Ethics Officer*

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 B  
SUBMITTAL FORMS**

B.1: STATEMENT OF QUALIFICATIONS SUBMISSION FORM

B.2: DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

B.3: GOOD FAITH EFFORT AFFIDAVIT

B.4: CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST

B.5: O.C.G.A. § 50-36-1(e)(2) S.A.V.E. AFFIDAVIT

B.6: CONTRACTOR AFFIDAVIT OF COMPLIANCE WITH O.C.G.A §13-10-91(b)(1)

B.7: CERTIFICATION FORM

B.8: RECEIPT OF ADDENDA

B.9: SOQ SUBMITTAL CHECKLIST



**EXHIBIT "B.1"****STATEMENT OF QUALIFICATIONS SUBMISSION FORM**

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(Name of Respondent)

The above Respondent hereby submits its Statement of Qualifications, consisting of the following items:

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

1. The Respondent has received and considered complete copies of Addenda numbered \_\_\_\_\_ through \_\_\_\_\_. (As applicable)
2. The Respondent has reviewed and considered all materials and items supplied by ABI.
3. The Respondent, other major participants and key personnel indicated in its Statement of Qualifications will be used on this project in the same manner and to the same extent as so indicated.
4. All of the statements, representations, covenants and/or certifications set forth in the Respondent's Statement of Qualifications are complete and accurate as of the date hereof.
5. All representations and/or certifications required of the Respondent by the RFQ are complete and accurate.
6. The person signing below is legally authorized to do so.



**(RFQ) Professional Design and Consulting Services  
Atlanta BeltLine**

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

RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

By:\_\_\_\_\_  
[Name and Title Printed]

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## EXHIBIT "B.3"

## 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 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 Respondent 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 Respondent 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 contractor'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 ABI shall be authorized to rescind its notice of award.

Procurement title: \_\_\_\_\_

Date \_\_\_\_\_

Name of Respondent \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Certifying Official of Respondent

\_\_\_\_\_  
Title

**EXHIBIT "B.4"**  
**CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST**

Respondent's Name: ("Respondent")

Respondent's attention is directed to provisions of the Request for Statements of Qualifications (RFQ) regarding organizational conflicts of interest and the restrictions applicable to such conflicts. Respondents are advised that certain firms will not be allowed to participate on any Respondent'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 RFQ 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 Respondent's team (including the Respondent, proposed consultants and proposed subcontractors, 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 RFQ.

Respondent 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 Respondent is awarded the Contract. Respondent 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 RFQ. Respondent shall also disclose contractual relationships (i.e. joint ventures) with any of the individuals or entities involved in preparing the RFQ, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or subconsultant) to Respondent or a member of Respondent'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 Respondent 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 Statement of Qualifications (SOQ) 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 SOQ is subject to disqualification and/or my contract is subject to termination.

Signature

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Name

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(type or print)

Title \_\_\_\_\_

Business Name \_\_\_\_\_

Date \_\_\_\_\_, 202\_\_

**FOR OFFICIAL ABI USE ONLY:**

Upon review of the SOQ submitted in this certification, it is my determination that an Organizational conflict \_\_\_\_does / \_\_\_\_does not exist.

\_\_\_\_\_  
Vice President and General Counsel  
Atlanta BeltLine, Inc.

\_\_\_\_\_  
Date

**EXHIBIT "B.5"****S.A.V.E. AFFIDAVIT UNDER O.C.G.A §50-36-  
1(e)(2) 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 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 "B.6"

## 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 "B.7"**  
**RESPONDENT CERTIFICATION FORM**

I, \_\_\_\_\_ (name of Respondent), 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 Request for Statements of Qualifications (RFQ) and any enclosure and exhibits thereto.

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

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

I further certify that Respondent is not the subject of any suspension or debarment proceedings by any federal, state or local government agency within the last five years and that Respondent is not currently serving any period of suspension or debarment, nor has Respondent been suspended or debarred within the last five years.

I acknowledge, agree and authorize and certify that the Respondent acknowledges, agrees and authorizes, that ABI may, by means that it deems appropriate, determine the accuracy and truth of the information provided by the Respondent and that ABI may contact any individual or entity named in the response to the RFQ 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 RFQ is submitted for the express purpose of inducing ABI to award a contract.

*A material false statement or omission made in conjunction with this RFQ is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this bid 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 bid 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.*

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 "B.8"**

**RECEIPT OF ADDENDA**

ADDENDA RECEIVED:

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

If no addendum was received, write None Received:

\_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

(Print)

Title: \_\_\_\_\_

**EXHIBIT "B.9"**  
**SOQ Submittal Check List**

Project: **Redevelopment of Surplus Land Adjacent to Amsterdam Avenue NE**

The following shall be viewed, completed, and submitted as indicated in the checklist below. Documents required for submittal shall be completed fully, signed and/or notarized as appropriate. The checklist is a guide and may not be inclusive of all forms. It is the Respondent's responsibility to submit a responsive and responsible SOQ in accordance with all requirements listed within this RFQ.

Item Number	ITEMS NOT REQUIRED FOR SUBMITTAL (VIEW ONLY)	Check (v)
1	REQUEST FOR QUALIFICATION (VIEW ONLY. DO NOT SUBMIT)	
2	EXHIBIT A – ATLANTA BELTLINE, INC. CODE OF ETHICS	
3	DIAGRAM A – THE PROPERTY (LINK)	
	<b>INCLUDE WITHIN YOUR SUBMISSION, REQUIRED DOCUMENTS BELOW</b>	
4	EXHIBIT B- REQUIRED SUBMITTAL CONTENTS :	
5	B.1: STATEMENT OF QUALIFICATIONS SUBMISSION FORM	
6	B.2 DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION	
7	B.3 GOOD FAITH AFFIDAVIT	
8	B.4: CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST D.5: O.C.G.A. § 50-36-1(e)(2)	
9	B.5: S.A.V.E. AFFIDAVIT	
10	B.6: CONTRACTOR AFFIDAVIT OF COMPLIANCE WITH O.C.G.A §13-10-91(b)(1)	
11	B.7: CERTIFICATION FORM	
12	B.8: RECIEPT OF ADDENDA FORM	
13	B.9: SOQ SUBMITTAL CHECKLIST FORM	
14	LICENSES: INCLUDE EVIDENCE OF ALL REQUIRED LICENSES AS REFERENCED IN RFQ	

Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ FAX number: \_\_\_\_\_

Email address: \_\_\_\_\_