



**REQUEST FOR PROPOSALS (RFP)
PROFESSIONAL SERVICES FOR:
STRATEGIC IMPLEMENTATION PLAN UPDATE**

**PROPOSALS DUE:
APRIL 3, 2020, 3:00PM, EST**

Pre-Proposal meeting/conference call option: TUESDAY, MARCH 10, 2020, 10:00am
ABI office located downtown at 100 Peachtree Street NW, Suite 2300 Atlanta, GA 30303
GlobalMeet call-in: (888) 757-2790 pin# 826748

Questions/Inquiries due: MONDAY, MARCH 16, 2020, 3:00pm
Refer all questions in writing to:
knicholson@atlbeltline.org

Envelope(s) shall be sealed and marked:
Strategic Implementation Plan Update

Submit one (1) paper original,
and one (1) electronic (flash drive) in PDF format to:

Atlanta BeltLine, Inc.

Attn: Kim Nicholson, Procurement Officer

100 Peachtree Street NW, Suite 2300

Atlanta, GA 30303

<https://beltline.org/contact/#driving-directions>

Electronic (email) submittal is not permitted

Late submittals will not be accepted

Posted February 19, 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.

TABLE OF CONTENTS

SECTION 1 – PROJECT DEFINITIONS AND ABBREVIATIONS

SECTION 2 – ATLANTA BELTLINE PROJECT OVERVIEW

SECTION 3 – SCOPE OF WORK/PROJECT DESCRIPTION

SECTION 4 – PROJECT PARTICIPANTS AND ROLES

SECTION 5 – PROJECT TEAM QUALIFICATIONS AND REQUIREMENTS

SECTION 6 – PROPOSAL PROCESS

SECTION 7 – EVALUATION CRITERIA

SECTION 8 – TERMS AND CONDITIONS

SECTION 9 – EXHIBITS & FORMS

EXHIBIT A – PROPOSAL FORMS

- A.1 TECHNICAL and COST PROPOSAL SUBMISSION FORM
- A.2 DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN
- A.3 GOOD FAITH EFFORT AFFIDAVIT
- A.4 CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST
- A.5 CERTIFICATION FORM
- A.6 CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)
- A.7 S.A.V.E. AFFIDAVIT UNDER O.C.G.A. § 50-36-1(e)(2)
- A.8 AFFIDAVIT OF NON-COLLUSION
- A.9 RECEIPT OF ADDENDA SIGNATURE FORM (if any issued)

EXHIBIT B – ATLANTA BELTLINE, INC. CODE OF ETHICS

EXHIBIT C – COST PROPOSAL FORM

EXHIBIT D – SAMPLE FORM OF AGREEMENT

SECTION 1 PROJECT DEFINITIONS AND ABBREVIATIONS

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

ABI. Atlanta BeltLine, Inc. – a funding partner for the project, 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/Contract. The document executed by ABI and the Consultant entitled “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.

Apparent Successful Offeror. The Offeror that 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.

City of Atlanta (COA). A funding partner for the Atlanta BeltLine, and the ultimate Owner of primarily the infrastructure portions of the project assets.

Consultant. The Successful Offeror that enters into an Agreement with ABI to execute the negotiated scope of work or services generally outlined herein.

Disadvantaged Business Enterprise (DBE). 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. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis. For the purposes of this RFP, a DBE must be certified through one of the programs listed in Section 8 of this RFP, and meet the specific guidelines contained therein.

Evaluation Committee. The group of individuals appointed by ABI to assess the proposals submitted in response to this procurement.

Joint Venture (JV). A legal association of two or more firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and who are responsible for a distinct, clearly defined portion of the Contract scope of work/services. The parties’ share in the capital contribution, control, management, risk, and profits of the joint venture are commensurate with their ownership interest.

Major Participant. Major Participant means:

- A. The Consultant and any related entities;
- B. A sub-contractor that completes a significant portion of the Scope of Work/Services;
- C. A sub-consultant that completes a significant portion of the Scope of Work/Services;
- D. Any firm intended to perform 20% or more of the work of the Contract and the Consultant, regardless of level of participation;
- E. Any firm providing more than the percentage specified in the Scope of Work/Services of the value of the work and all related entities.

Notice to Proceed. “Notice to Proceed” means “Notice to Commence Work”.

Key Personnel. Those persons that the responding Offeror identifies as critical to the successful completion of the work and/or services that are the subject of this solicitation.

Project. Strategic Implementation Plan Update.

Project Manager. The person on the Consultant’s team who will be responsible for the management and integration of all components resulting from this Contract. The Project Manager shall be responsible for all aspects of the project including the quality of the product/deliverable.

Offeror. One who submits a proposal in response to a Request for Proposals in competitive solicitation.

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 drawings including plan, profile, typical cross sections, Working Drawings, Standard Details, Supplemental Standard Details, Design Standards and Supplemental Drawings or reproductions thereof or electronically displayed equivalents that show the location, character, dimensions, and details of the work.

Project Records. Records or data of any type on any media including those produced by the Consultant of Record or its 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. Stakeholder comments
- E. Design notes and computations
- F. Catalog cuts
- G. Schedules and schedule updates or revisions
- H. Quality control Plans and related documentation
- I. Equal opportunity and affirmative action
- J. Progress Meeting records
- K. Partnering records
- L. Correspondence
- M. DBE participation records

- N. E-mails
- O. Any other documents related to the scope of work.

Strategic Implementation Plan (SIP). An Implementation Plan outlining project funding sources and uses to implement the infrastructure program of projects while also approximating funding needs and identification of funding gaps in all the Atlanta BeltLine program of projects.

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

Successful Offeror/Offeror/Bidder. A person or entity whose proposal/qualifications/bid is responsive and responsible to all requirements within a solicitation and is determined by the Evaluation Committee as providing a solution in the best interest of ABI.

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, 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.

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

SECTION 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. Other components of the project include public art, historic preservation, brownfield remediation, affordable workforce housing and economic development. 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 City of Atlanta departments. Additional information about the Atlanta BeltLine can be found at www.beltline.org.

As a start-up enterprise, Atlanta BeltLine, Inc. developed and executed against an initial 5-year work plan (“Atlanta BeltLine Redevelopment Plan”, 2005). Atlanta BeltLine leaders and supporters formulated a plan aimed at achieving early successes that would begin to lay the foundation for future redevelopment and establish credibility for the project. In the first five years, the Atlanta BeltLine secured 48% of the corridor, completed ten master plans, opened four parks, and constructed 3.3 miles of permanent trails and 7 miles of hiking trails. The primary objectives identified were accomplished and the project attracted public and private capital investment during the five-year program.

In 2013, ABI retained a consultant to establish a comprehensive strategic work plan for the balance of the infrastructure projects in the Atlanta BeltLine project. The Atlanta BeltLine Strategic Implementation Plan (SIP) is a constructive document that identifies priorities, projects and strategies to engage public (federal, state, and local) and private parties to continue their investment in the implementation of the Atlanta BeltLine. The SIP suggested project prioritization is based on project readiness, equity in development, and development impact, consistency with City goals, and available financial options. These prioritization criteria were vetted with the community through an extensive community engagement process. With the prioritization criteria, projected funding that would be available through the BeltLine Tax Allocation District (TAD) (which is scheduled to close in 2030), and the team’s knowledge and understanding of other potential funding sources, the SIP outlines how the infrastructure could be constructed over three discrete periods of time (2014-2018, 2019-2023, and 2024-2030). The Atlanta BeltLine Implementation Plan has served as a framing document, providing the overarching implementation strategy of the Atlanta BeltLine components.

While ABI and the City of Atlanta have made some progress in project goals, we are currently within the second implementation period, and we have determined the need to reassess the TAD revenue projections and reconsider other funding sources and uses. The updated plan should also fully integrate (and as appropriate, update) the Integrated Action Plan, which more comprehensively considers meeting our housing and economic goals. The updated plan will continue to consider equity and community benefits as part of the sequencing of projects. It must also integrate and prioritize projects from the most current subarea master plans. The plan should include identified projects, their timing, sequencing and funding scenarios. This plan should forecast from the current year to the Atlanta BeltLine Tax Allocation District’s expiration in 2030.

**SECTION 3
SCOPE OF WORK/PROJECT DESCRIPTION****INTRODUCTION**

ABI seeks to retain a qualified consultant to facilitate and deliver an update to its 2013 Strategic Implementation Plan (SIP). ABI's objective is to update the existing SIP to ensure that it is in line with current and projected fiscal realities, while concomitantly showing deference to the original work that led to the development of the 2013 SIP.

SCOPE OF SERVICES

Primary tasks of the selected firm will include:

1. Work with a team of ABI staff led by the Chief Operating Officer (COO) or designee to develop the schedule, strategy and the updated Atlanta BeltLine Strategic Implementation Plan.
2. Provide regular reports and updates on the progress of work to the COO or designee.
3. Work with the COO or designee and other key senior staff to review, validate and update project costs and assumptions and incorporate in the plan.
4. Work with ABI staff to validate the existing priority matrix based on key project attributes including, but not limited to, equity, project readiness, financing options, and development impact that will inform the plan.
5. Develop a prioritized list of project components, or segments, for implementation. Each defined segment should include budget, schedule and sequencing information.
6. Integrate key ABI strategies and policies into the updated SIP as noted in the Expectations section below.
7. Engage public and private stakeholders, as directed by ABI, to contribute to the development of draft and final plans.
8. Create a communication plan to share progress internally and externally as directed by the ABI executive team.
9. Provide the written draft and final report with recommendations to ABI staff.
10. With the guidance of the President and CEO or designee, present findings to the ABI Board of Directors and identified stakeholders.
11. Conduct analysis and deliver strategies and recommendations that advance cost constrained efforts to remain a catalyst for economic inclusion and economic mobility. Those strategies and recommendations should support:
 - o Land use and zoning recommendations for the growth of missing middle light manufacturing opportunities in economically challenging parts of the BeltLine community that are compatible with the overall delivery of the BeltLine project
 - o Near term transportation remedies for economically challenging parts of the BeltLine community that are disconnected from economic opportunities
 - o Exploration of neighborhood small business needs in economically challenged parts of the BeltLine community and strategies for areas with reasonable proximity to leverage small business opportunities
 - o Strategic message integration of all components of affordability (ex. sustainability, conservation, economic opportunity, housing, mobility, density and other...)

Expectations

The Consultant will work with ABI senior staff to review and consolidate all the existing guiding documents and strategies. These include any plans, ordinances or policies that impact the future of the Atlanta BeltLine including, but not limited to:

- 2005 Atlanta BeltLine Redevelopment Plan
- 2013 SIP
- Integrated Action Plan
- Council adopted Subarea Master Plans, 1 – 10 (and any updated drafts that are substantially complete, currently limited to Subareas 1, 2, 3, 5, 9, and 10)
- Atlanta Streetcar System Plan
- More MARTA Project List and ongoing prioritization
- Atlanta’s Transportation Plan
- Atlanta BeltLine Unified Plan
- Housing Task Force Report
- Transit Task Force Report
- Equitable Development Plan

The Consultant will summarize this data, highlighting areas of concordance and inconsistency across the documents.

The Consultant will also review and assist in the implementation of an engagement process that reaches Atlanta BeltLine communities, stakeholders and all ABI staff members, and should include:

- Assisting in creating questions for data collection about the planning process
- Identifying, assisting in recruiting, and facilitating focus groups within ABI to gather feedback in an inclusive and transparent process
- Creating instruments (e.g. surveys, focus groups) to collect feedback
- Data analysis and summary
- Editing and writing
- Funding gap analysis and project prioritization
- Define project components or segments

The final deliverable, due on or about 1 December 2020, is a report containing:

- An updated Strategic Implementation Plan with a focus on detailing 2019-2023, while projecting ABI’s anticipated efforts from 2024-2030) to be in concert with all guiding documents and organizational resources (framed within the reality of staffing, budgets, revenue and cost projections, programs, etc.)
- Methodology for the data collection and analysis
- Please note that this strategic implementation plan update will differ from the original SIP because it will integrate the Integrated Action Plan, which goes into greater detail with respect to implementing the economic development and affordability goals set forth in the BeltLine’s enabling legislation.

Atlanta BeltLine Strategic Implementation Plan Stakeholders

The Atlanta BeltLine is a unique public-private partnership and as such has a complex and interdependent group of stakeholders. These include but are not limited to:

- Atlanta BeltLine Partnership, Inc. and key private and philanthropic donors
- Non-profit and advocacy organizations include, but are not limited to PATH Foundation, Inc., Trees Atlanta, Inc., The Trust for Public Land (Inc.), ULI- The Urban Land Institute, Inc., Atlanta Land Trust Collaborative, Atlanta Housing, The Conservation Fund, and the Fulton County/City of Atlanta Land Bank
- Government entities (agencies, legislative bodies, City of Atlanta, IA, Fulton County, Atlanta Public Schools, Atlanta Regional Commission, MARTA, and Community Improvement Districts)
- Advisory Boards (Tax Allocation District Advisory Committee (TADAC) and BeltLine Affordable Housing Advisory Board (BAHAB))
- Neighborhood organizations

As the updated Strategic Implementation Plan is developed, the Consultant will be required to engage with a variety of these stakeholder groups to identify the key issues that relate to implementation of the Atlanta BeltLine. The objective of this effort is to identify critical path items and critical success factors in the completion of the Atlanta BeltLine development and engage partners on the key components and projects.

**SECTION 4
PROJECT PARTICIPANTS AND ROLES**

This project is being developed through collaboration between Atlanta BeltLine, Inc. and The Atlanta Development Authority d/b/a Invest Atlanta (IA). Roles and responsibilities of the parties are specifically defined in legal agreements but are generally noted below.

Atlanta BeltLine Inc. (ABI) - Formed by The Atlanta Development Authority d/b/a Invest Atlanta, ABI is the entity tasked with planning and implementation of the Atlanta BeltLine 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.

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.

**SECTION 5
PROJECT TEAM QUALIFICATIONS AND REQUIREMENTS**

ABI is seeking highly qualified Offerors and therefore, to be considered responsive, anyone responding to this RFP must meet the following requirements:

1. Possess qualifications enabling the successful completion of the Scope of Work for ABI.
2. Have demonstrated experience in the industry/field of strategic financial planning for major infrastructure and development projects that reflect ABI's expansive program of projects.
3. Have performed work on projects of this size, type and/or complexity.
4. Have been in business a minimum of five (5) years.
5. Provide all information requested in this RFP and address the specifics of the evaluation criteria.
6. Must demonstrate an overall combination of skills, prior work experience, business reputation, commitment to diversity, and success with engaging members of the community.

Submittals must include one paper original and one flash drive containing the proposal in Adobe Acrobat format. Every effort should be made to make proposals as concise as possible. Proposals shall not exceed ten (10) double-sided pages; an Appendix listing other pertinent information may be included and will not apply to the 10-page limit. In the event that the hard copy and soft copy provided are in conflict, the hard copy shall prevail. Please DO NOT include the price proposal on the electronic copy.

All responses must be submitted in the following tabbed format:

A. Section I – Cover Letter

Submittals shall include a cover letter introducing the person(s) or entity(ies) responding to this RFP and the RFP title. The letter will also outline the areas of expertise of the Offeror. The letter must state the full name, address, email address, and phone and fax numbers of the Offeror(s) and the principal place of business of the person(s) or entity(ies) that will perform or assist in performing the services described therein. If responding as a team, the lead shall be designated with a project manager identified as the single point of contact, as well as the name(s) of person(s) authorized to represent the Offeror in any negotiations and sign any contract documents. Indicate the type of firm ownership (individual, partnership or corporation) and explain any proposed joint venture relationships. Include the state in which the firm is incorporated or licensed to operate and provide a valid insurance certification. Firms will be evaluated based on overall experience and depth of resources. It is imperative that responses are completed containing the information requested. Please provide three references.

B. Section II – Corporate Information

- Legal structure and the history of the Offeror, including present ownership and key management individuals. Describe any anticipated or recent changes in overall corporate management or ownership.
- Location of corporate headquarters and other divisional offices. Specify which office or offices will be involved in this project. Include contact names, email addresses and phone numbers.
- Resumes of any personnel anticipated to be assigned to work on the project.
- List any litigation the Offeror was involved in during the last five (5) years. List any current, pending or threatened litigation and provide a description.
- A disclosure statement listing all potential conflicts of interest related to this project. The disclosure statement must be addressed specifically in your response, even if no conflict exists.

C. Section III – Proposed Team and Approach to Strategic Plan

- Identify proposed services, including Offeror’s capabilities and anticipated approach to the updated Atlanta BeltLine Strategic Implementation Plan.
- Please describe the resources that will be dedicated for the project and specifically how the Offeror will address the prioritization of projects, timing, and equitable development.
- A company organizational chart showing authority structure and depth of resources.
- Discuss the Offeror’s strategy to review and/or update the project costs, estimates and time frames to complete all the project components of the Atlanta BeltLine over the remaining implementation period, including those financial requirements associated with affordable housing and economic development, as currently outlined in the Integrated Action Plan. ABI staff has developed a preliminary list of projects for the major components that will need to be folded into the updated SIP.
- As mentioned above, ABI has an extensive network of public and private partners, two advisory boards and the community that will inform the project priorities. ABI anticipates that two citywide briefings and 5-7 meetings with various groups of stakeholders will be needed. Offerors shall include a cost-effective strategy to engage stakeholders through focus groups, facilitated meetings, surveys and other approaches that will build consensus and encourage feedback. Describe the approach to get input from these stakeholders and the strategies that will be used to generate consensus on the community engagement plan and how this engagement will support defining project-guiding principles that will shape the updated SIP.
- ABI will identify Atlanta BeltLine Tax Allocation District (TAD) revenue projections through a separate effort for the project that the Offeror will need to incorporate into the plan for proper allocation of projects in the time frames. Identify how the Offeror will integrate this information with the program priorities.
- The SIP shall include a total revenue forecast that can be used in raising funds for the project. This document will present scenarios for specific sources and uses and identifying funding gaps that can be used to solicit investment by public and private partners. The forecast shall identify specific project categories i.e. trails, parks, transit etc.
- Proposal Alternate 1: The original SIP evaluated the 22-miles of in-corridor transit implementation. Since publishing the implementation plan, the City adopted the streetcar system plan. ABI may elect to incorporate some, if not all the streetcar system plan (i.e. the incorporation of the crosstown connections) into the updated SIP. Please include the additive cost associated with folding in the additional mileage of streetcar into the financial model.
- Proposal Alternate 2: ABI may request that the Offeror evaluate a scenario where the existing Tax Allocation District (TAD) is extended beyond the 2030 sunset date. If we elect to exercise this alternate scenario, we would work with the Consultant to determine the length of the extension of the TAD. While there may be some documentation of the results of this model, the Consultant should assume this will not be incorporated into the final updated SIP at this time.
- Provide the following information for no more than (5) current or recently completed projects:
 - Project Name, location, scope and description
 - Nature of stakeholder involvement
 - Project deliverable and methodology
 - Contract Amount
 - Actual or Expected completed date

- Members from the project identified that would be assigned to complete the Atlanta BeltLine updated SIP.

D. Section IV – Cost Proposal (in a separate, sealed envelope inside the submittal package)

- The submittal shall include Offeror’s best estimate of a lump-sum (“not to exceed”) fee, including resources, for the Contract.
- Offeror shall provide a summary of any assumptions used to determine its fee, including but not limited to the team (and their rates), hours, deliverables, required resources, and reimbursable costs. The costs shall be itemized so the cost for specific components can be identified.
- Although Offeror will be asked to provide an estimated lump sum fee for the requested services, final fees will be negotiated following the selection of the Apparent Successful Offeror. If fee negotiations with the Offeror determined most qualified are not successful, and/or the fees discussed are outside the budgetary constraints for the project, ABI reserves the right to suspend negotiations with the most qualified Offeror and proceed to negotiations with other qualified Offerors.

**SECTION 6
PROPOSAL PROCESS****PROCESS**

Issuance of this RFP is intended to produce a short-list of firms best qualified to participate in a selection interview. Only those Offerors that respond to this RFP and meet or exceed the requirements contained in this RFP will be eligible for consideration.

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

DBE GOALS

ABI is committed to the practice of non-discrimination in the selection of the Offeror and relationships with subcontractors with a desire to reflect diversity 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 proposal, 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, Georgia Minority Supplier Development Council, MARTA, WBENC or the federal government. SBE participants must be certified by the Small Business Administration or the City of Atlanta. Applicants must include copies of DBE certifications for their subcontractors with their Proposals.

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.

Offerors shall be aggressive in their outreach to DBE firms to ensure the established goal is met.

INQUIRIES

Questions and requests for clarification regarding this RFP must be directed in writing, via email to the person listed below. The deadline for submitting such questions/clarifications is **MONDAY, MARCH 16, 2020, by 3:00 pm**. If a substantive clarification is in order, ABI will issue an addendum to all recorded holders of the RFP no later than 72 hours prior to the date the response to this solicitation is due. All questions of a material nature will be shared with all registered firms/teams and posted on the ABI website.

Kim Nicholson, Procurement Officer
E-mail: knicholson@atlbeltline.org

RESPONSE

By submitting a proposal, the Offeror is accepting the Terms and Conditions found in Section 8.

PROPOSALS DUE

Sealed proposals 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 with the project title, and the name and address of the Offeror. Proposals received after time or date listed herein shall not be considered. Proposals received after the scheduled closing time for filing may be returned to the Offeror unopened. **The Cost Proposal shall be enclosed in a separate, sealed envelope.**

PROCUREMENT SCHEDULE TBD

Pre-proposal Meeting	March 10, 2020 10AM
Questions/Inquiries due	March 16, 2020 3PM
Proposals due	April 3, 2020, 3PM
Presentation/Interviews (tentative)	Week of April 27, 2020

PROPOSAL REQUIREMENTS

Proposals must be clear, succinct and **not exceed ten (10) double-sided pages**, excluding Proposal Forms and Attachment materials. Any pages that exceed the page limitation may not be read or considered.

All proposals will be evaluated on the completeness and quality of the content. Only those Offerors providing complete information as required will be considered for evaluation.

1. PROPOSAL FORMS The following forms found in **Exhibit A (“Proposal Forms”)** must be completed and submitted with the proposal:

- A.1 TECHNICAL and COST PROPOSAL SUBMISSION FORM
- A.2 DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN
- A.3 GOOD FAITH EFFORT AFFIDAVIT
- A.4 CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST
- A.5 CERTIFICATION FORM
- A.6 CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)
- A.7 S.A.V.E. AFFIDAVIT UNDER O.C.G.A. § 50-36-1(e)(2)
- A.8 AFFIDAVIT OF NON-COLLUSION
- A.9 RECEIPT OF ADDENDA SIGNATURE FORM (if any issued)

EXHIBIT B – ATLANTA BELTLINE, INC. CODE OF ETHICS

EXHIBIT C – COST PROPOSAL FORM (**The cost proposal shall be enclosed in a separate, sealed envelope**)

EXHIBIT D – SAMPLE FORM OF AGREEMENT (Non-binding example)

2. CERTIFICATION Offerors submitting proposals to this solicitation shall submit a Certificate of Existence from the Georgia Secretary of State if responding on behalf of a business entity.

3. SUPPORTING MATERIAL

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

SECTION 7 EVALUATION CRITERIA

CRITERIA Each proposal will be evaluated on the following criteria, weighting and maximum points as follows:

- **5 Points:** Cover Letter
- **10 Points:** Firm Description
- **20 Points:** Project Team
- **35 Points:** Team Experience
- **30 Points:** Project Understanding

TOTAL MAXIMUM POINTS: 100

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.

PROTESTS

Any protest of the RFP solicitation documents or process shall be submitted for resolution to the ABI Procurement Officer, 100 Peachtree Street, 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 (5) calendar 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.

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

SECTION 8
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 county ordinances, rules, and regulations of all agencies having jurisdiction shall apply to the Offeror and the project throughout and are incorporated herein by this reference. 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 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 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 and proposal are 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 and proposal without ABI's express written consent.
- E. This procurement may be canceled or any or all bids, submittals 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 submitted responses 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 sub-consultants.
- 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 Consultant or impair the Consultant's objectivity in performing the work. Clarifications may be sought by submitting a letter requesting clarification and stating the reasons why the firm 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.4** and submit it as part of its response to this RFP. 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 Offeror may be considered eligible to participate in this RFP.

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) to (75) days upon receipt, inspection and acceptance of the work and all required documentation by ABI. This term shall not be subject to modification.

INSURANCE

In conjunction with the execution of the Agreement, Consultant shall provide evidence of worker's compensation, general liability, professional liability insurance, and automobile liability 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 any Agreement with ABI. Consultant shall at all times during the term of any Agreement with ABI 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;

- 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

- i. \$1,000,000 combined single limit of liability per accident for bodily injury and property damage
- ii. Commercial form covering owned, non-owned, leased, hired and borrowed vehicles
- iii. Additional Insured Endorsement
- iv. 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.

h) 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.

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

j) 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.

- k) Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.
- l) 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.
- m) 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.
- n) 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.
- o) 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 list of individuals who are critical to performance of the project by the Offeror and that were rated by the evaluation committee may result in a different ranking 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 key personnel identified in the response to the procurement must remain for the duration of the procurement process and any subsequent Contract award. In the event that changes must occur, the changes to key personnel must have mutual agreement of ABI and the Consultant.

BACKGROUND CHECKS AND DRUG TESTING

The Offeror 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 F.8**.

PREVAILING WAGE Not applicable.

DEBARMENT AND SUSPENSION

ABI shall not award a Contract to Offerors 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 to respond, ABI's President and CEO shall have 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 the Offeror to take appropriate, timely legal action to secure the nondisclosure of the information requested, at its sole expense. ABI will 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 the Offeror requesting disclosure under the Georgia Open Records Act; provided, however, that the Offeror shall be required to indemnify ABI, IA and/or the COA, where applicable, for any and all costs, expenses, or claims arising from such matter(s).

FORCE MAJEURE

Neither party shall be held to be in breach of the Contract resulting from this RFP because of any failure to perform any of its obligations hereunder, if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such *force majeure* in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

ADDENDA AND INTERPRETATIONS

Questions by prospective Offerors as to the interpretation of the RFP document must be submitted by email to knicholson@atlbeltline.org and must be received no later than the time and date specified in the Request for Proposals.

Every interpretation made to an Offeror will be in the form of an addendum to the RFP document. All addenda will be sent via e-mail to each person who attended the Pre-submittal Conference and will be posted on ABI's website with other procurement information. It is the Offeror's responsibility to find out what addenda have been issued. All such addenda shall become part of the Agreement, and all Offerors shall be bound by such addenda, whether or not received by the Offeror. Please double check the website to ensure that you have all documents that have been issued prior to submitting your response to this RFP.

ABI shall not be bound by any information, explanation, clarification, or any interpretation, oral or written, by whosoever made, that is not incorporated into an addendum to the RFP. No response shall be made to inquiries received later than the time and date specified in the RFP.

EX PARTE COMMUNICATION

Please note that to insure the proper and fair evaluation of a proposal, bid, or statement of qualifications, ABI prohibits *ex parte* communication initiated by a 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, submittal or bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone call, email and in-person. Communication between an 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 Offeror, Respondent, or Bidder from consideration or award of a bid, submittal or proposal 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 the 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 in the participation of companies engaged in the Atlanta BeltLine Project. ABI strongly encourages participation by Female Business Enterprises ("FBE"), 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 submittal and 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, MBE, SDB, SBE or DBE) through GDOT, the Georgia Minority Supplier Development Council, the U.S. Small Business Administration, 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/Sub-consultant Utilization and DBE Participation Certification.

Each Offeror for ABI shall list any and all Female, Minority, Small Disadvantaged Business, Small Business Enterprises, and/or Disadvantaged Business Enterprises (FBE, 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, 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.
- **Georgia Minority Supplier Development Council, Inc. (MBE Certification):** 759 West Peachtree Street, Suite 107, Atlanta, GA 30308, Tel: (404) 589-4929.
- **U.S. Department of Transportation (DBE and ACDBE Certifications):** The DBE and Airport Concessions Disadvantaged Business Enterprise (ACDBE) Programs require that all U.S. DOT recipients of federal assistance participate in a statewide Uniform Certification Application (UCP). The UCP is a one-stop certification program that eliminates the need to obtain certification from multiple agencies within the State of Georgia. For more information, go to the USDOT website: <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/uniform-certification-application-english>.
- **WBENC Women's Business Enterprise National Council**

A firm selected by the Offeror can only satisfy one of the three 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, SDB, and/or DBE certifications for the contractors and subcontractors listed in their submittal and proposal packages, if any.

ABI is an Equal Opportunity Employer.

SECTION 9
EXHIBITS AND FORMS**SECTION 9 – EXHIBITS & FORMS**

EXHIBIT A – PROPOSAL SUBMITTAL FORMS

- A.1 TECHNICAL and COST PROPOSAL SUBMISSION FORM
(The cost proposal shall be enclosed in a separate, sealed envelope)
- A.2 DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN
- A.3 GOOD FAITH EFFORT AFFIDAVIT
- A.4 CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST
- A.5 CERTIFICATION FORM
- A.6 CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)
- A.7 S.A.V.E. AFFIDAVIT UNDER O.C.G.A. § 50-36-1(e)(2)
- A.8 AFFIDAVIT OF NON-COLLUSION
- A.9 RECEIPT OF ADDENDA SIGNATURE FORM (if any issued)

EXHIBIT B – ATLANTA BELTLINE, INC. CODE OF ETHICS

EXHIBIT C – COST PROPOSAL FORM

EXHIBIT D – SAMPLE FORM OF AGREEMENT

The Remainder of This Page Left Intentionally Blank

Strategic Implementation Plan Update

EXHIBIT A.1
TECHNICAL and COST PROPOSAL FORM

(Name of Offeror)

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, other major participants and 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.
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 Agreement are complete and accurate.
6. This Technical and Cost 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
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN**

PERCENTAGE MBE: _____

PERCENTAGE FBE: _____

PERCENTAGE SBE: _____

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

*DBE Firm Name	Description of Work

Offeror's Company Name: _____

*Offerors must submit copies of all certifications for the DBE firm listed above with the proposal.

EXHIBIT A.3

GOOD FAITH EFFORT AFFIDAVIT

DBE Participation Policy

The ABI DBE Participation Policy establishes subcontracting goals for all prospective bidders (ITB), Offerors (RFP), and Offerors (RFQ) to ensure a reasonable degree of 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 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 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 contractor’s failure to be a “responsive” Offeror.

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 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.

Request for Proposals: Strategic Implementation Plan Update

Date _____

Name of Company _____

Printed Name of Certifying Official of Company_____
Title



GOOD FAITH EFFORT ASSESSMENT

(To be completed immediately following notice of award)

Contractor Name: _____

Date: _____

Contractor Address: _____

Contract Name: _____

<i>Criteria to be used to determine contractor's good faith effort in achieving the Agency's DBE goals.</i>	<i>Meets Criteria please circle</i>	
	<i>Yes</i>	<i>No</i>
1. Attended any pre-solicitation or pre-bid meetings.	<i>Yes</i>	<i>No</i>

Comments:

2. Advertised contracting opportunities.	<i>Yes</i>	<i>No</i>
---	------------	-----------

Comments:

3. Written notice to a reasonable number of specific DBEs.	<i>Yes</i>	<i>No</i>
---	------------	-----------

Comments:

4. Followed up with interested firms.	<i>Yes</i>	<i>No</i>
--	------------	-----------

Comments:

5. Selected portions of work to be done by DBEs.	<i>Yes</i>	<i>No</i>
---	------------	-----------

Comments:

6. Provided adequate information about requirements.	<i>Yes</i>	<i>No</i>
---	------------	-----------

Comments:

7. Negotiated in good faith with interested DBEs.	Yes	No
---	-----	----

Comments:

8. Used the services of available organizations with knowledge of DBE firms.	Yes	No
--	-----	----

Comments:

Contractor's Authorized Signature and Date

The foregoing assessment from _____
contractor/supplier has made/not made (please circle) a good faith effort for this contract.

Signature and Date:

DBE Policy Manager

Signature and Date:

Procurement Officer

EXHIBIT A.4

CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST

Offeror's Name:

("Offeror")

Offeror's attention is directed to provisions of this procurement 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 Statement of Qualifications 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 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 procurement.

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 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 submittal for this procurement. Offeror shall also disclose contractual relationships (i.e. joint ventures) with any of the individuals or entities involved in preparing the submittal for this procurement, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or sub consultant) 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 Conflict of Interest Disclosure Statement, other than as disclosed above. I understand that if the information I provided is determined by ABI to be false or misleading, my response to this solicitation 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 response is subject to disqualification and/or my contract is subject to termination.

Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

Date: _____

EXHIBIT A.5

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 Request for Qualifications 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 Offeror acknowledges, agrees and authorizes, that ABI may, by means that it deems appropriate, determine the accuracy and truth of the information provided by the and that ABI may contact any individual or entity named in the response to the procurement and any other documents deemed responsive for the purpose of verifying the information supplied therein.

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

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, 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

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

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A.6

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

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 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 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 forgoing 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: _____

EXHIBIT A.7

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

By executing this affidavit under oath, as an applicant for a Design Services contract with Atlanta BeltLine, Inc., (ABI) 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 ABI:

- 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

Subscribed and Sworn before me on this the ___ day of __, 20 ____.

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT A.8

AFFIDAVIT OF NON-COLLUSION

Project: STRATEGIC IMPLEMENTATION PLAN UPDATE

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.9

RECEIPT OF ADDENDA

INCLUDE SIGNATURE PAGE OF EVERY ADDENDUM ISSUED

EXHIBIT B
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 C

(Submit in a separate, sealed envelope)

COST PROPOSAL FORM

EXHIBIT D

SAMPLE FORM OF AGREEMENT

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

This **CONSULTING SERVICES AGREEMENT** (this “Agreement”) is made and entered into as of this ____ day of _____, 2020 (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) [numerical amount] 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 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: xxxxxxx@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 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
President and CEO

ATTEST:

CORPORATE SEAL

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)

ATTEST

By: _____
Signature

Name (Typed or Printed)

Title

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: _____
Contract Date: _____
Total Contract Amount: _____

Date: as of _____

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 _____ %

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 _____%

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)

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 _____, 202____.

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:

Printed Name of Applicant:

Sworn to and subscribed before me

This ____ day of _____, 202__.

Notary Public

My commission expires: _____

[NOTARY SEAL]