

**Atlanta BeltLine, Inc.
Request for Proposals
Property Management and Maintenance Services**

INTRODUCTION

Atlanta BeltLine, Inc. (ABI) requests proposals from firms interested in providing full service, comprehensive property management and maintenance services to maintain former railroad corridors, completed Atlanta BeltLine trails, and other properties acquired for the Atlanta BeltLine project.

ABI intends to award a contract for a period of *up to* five years, which will consist of an initial fixed term of one to two years and additional one-year renewal options, depending on how the firm's proposed pricing and management structure address the fluid nature of the Atlanta BeltLine real estate portfolio.

SUBMITTAL DEADLINE

All responses to this Request for Proposals must be submitted in hard copy and emailed in PDF format to kolson@atlbeltline.org by no later than 4 p.m., July 12, 2014. Submittals received after this time and date will not be considered. Please address the hard copy submittal to:

**Mr. Brian Hooker
Director of Real Estate
Atlanta BeltLine, Inc.
86 Pryor Street, SW
Suite 300
Atlanta, Georgia 30303**

INQUIRIES

Formal requests for information must be made in writing. Unwritten questions and any verbal responses and/or comments will not be binding. All inquiries must be received by ABI by 5 p.m. on July 1, 2014. ABI will provide all written questions and responses to interested bidders by close of business on July 3, 2014. Inquiries regarding this RFP should be directed by email, writing or fax to:

**Ms. Valinda Johnson-Brown
Paralegal
Atlanta BeltLine, Inc.
86 Pryor Street SW
Suite 300
Atlanta, GA 30303
Email: vbrown@atlbeltline.org
Fax: (404) 477-3607**

PROJECT OVERVIEW

The Atlanta BeltLine is a transformative project shaping the way Atlanta will mature as a great city, by creating parks, trails, transit, and new development along a 22-mile loop of historic rail segments that encircle the City's urban core. Over the previous two decades, the metro region has grown as quickly as any major metropolitan area in recent U.S. history. However, the region's growth has come primarily in the form of widely spread, disconnected pockets of development. Increasingly, residents and businesses throughout the region experience the negative consequences of such unplanned growth—long commutes, poor air quality, auto dependency, and limited public space. Moreover, this sprawl has led to uneven economic activity. While the region has experienced unprecedented growth and job creation, many areas, particularly in southern portions of the City, have suffered from flight and disinvestment. By attracting and organizing a portion of the region's future growth around parks, transit, and trails located in the inner core of Atlanta, the Atlanta BeltLine will change this pattern of regional sprawl and lead to a vibrant and livable Atlanta with an enhanced quality of life for all City residents. The revival of this historically industrial landscape will become the uniquely Atlanta solution and exemplary national model for effectively managing growth by providing:

- A connected network of beautiful parks and greenspaces;
- Trails and pedestrian-friendly streets to link existing neighborhoods previously severed by rail and industry;
- A 22-mile transit loop providing an alternative to auto trips among jobs, residences, and cultural attractions;
- Compact mixed-used development that supports transit, parks and trail, as well as businesses;
- Preservation of surrounding single-family neighborhoods;
- Increases in affordable workforce housing;
- Preservation of historic buildings and structures, and
- Environmental remediation of underutilized brownfield areas.

REQUIRED SUBMITTAL CONTENT

In order to secure information in a form which will ensure that proposals can be properly evaluated, you are asked to submit your proposal in the format listed below. Standard proposal formats are acceptable provided the following information is included.

- Title page should include the proposal subject, the firm's name, address, phone and fax numbers, email address, and contact person, date of the proposal.
- Table of contents with page numbers.
- A transmittal letter briefly stating the understanding of the work to be done, the commitment to perform the work within the period, a statement why the firm believes it to be the best qualified to perform the engagement and that the proposal is an irrevocable offer for a stated period of time (minimum 120 days).
- Information about the firm. Is the firm local, national or regional? Outline the firm's history, philosophy and target market.
- Provide prior property management and maintenance experience, particularly experience in dealing with organizations or projects that require a real time response to maintenance issues and

management/implementation of ongoing maintenance responsibilities.

- A description of your understanding of the project objectives and outcomes and how these will be achieved, including a quick response plan for repair and maintenance requests. If the company is able to handle after hours/weekend emergency repairs, please provide the method for reporting and addressing emergency needs.
- Team composition—a complete listing of all key personnel who will be assigned to this project, their background, experience, qualifications, roles and responsibilities, and how much of each team member’s time (reported in hours) will be dedicated to the project, along with a description of any participating DBE firms and selected DBE firms’ role and responsibilities.
- A proposed work plan and time schedule addressing the scope of work.
- A section detailing the cost for the work including cost estimates for out-of-pocket expenses and a proposed payment schedule based on the work plan.
- An outline of the level of support your firm will require of ABI staff.

ABI retains the right to request any additional information pertaining to the firm’s ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.

ABI reserves the right to reject any and all proposals and to waive any informality in the solicitation process.

Submittals must include five (5) hard copies and one CD containing the proposal in Adobe Acrobat format. Every effort should be made to make proposals as concise as possible using a minimum font size of 12 point. The body of the submittal is limited to a maximum of ten (10) double-sided pages, excluding resumes and/or bios of team members.

Proposals shall be in sealed envelopes and clearly marked with “Atlanta BeltLine Property Management and Maintenance Proposal.” The proposals will be reviewed and evaluated for the relevant experience of the project team members and the firm(s), the understanding of the project as delineated by the approach proposed the ability of the proponent to complete the work within a reasonable budget, and satisfaction of past clients. The fee proposal shall be enclosed in a separate, sealed envelope. Lastly, proposals shall be double sided (each double sided page counts as one of the ten allowed) and printed on 100% recycled paper.

ABI assumes no obligation of any kind for expenses incurred in responding to this RFP. ABI’s fair labor practices and non-discrimination policy shall apply. ABI reserves the right to reject all proposals at its sole discretion. Proposals, including costs, shall be honored for a period not to exceed 120 days.

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

EVALUATION OF SUBMITTALS

All submittals will be evaluated on the completeness and quality of the content. Only those Respondents providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail. Proposals will be scored using the following criteria. Maximum points for each question are listed in parentheses. The maximum score is 100 points. Proposals should address each question.

- Work to be performed and procedures to be used are described in a clear, concise, and understandable manner. (20)
- Delivery process includes quality controls and guarantee of workmanship. (10)
- Experience of personnel to be assigned to the engagement and quality of the firm's management support available for technical consultation. Include any credentials held by each team member. (20)
- Experience of the firm performing similar services for other entities (please list those organizations and provide contact information for reference checks). (20)
- Composition of the firm organization and subcontractors if any, including DBE participation. (10)
- Cost. (20)

An Evaluation Committee convened by ABI will evaluate the proposals. At the discretion of ABI, follow-up interviews may be conducted before a final selection is made. The interview shall focus on the proposal presentation and interpersonal skills, ability to organize data and vision. Interviews for the selected short list (anticipated to be 3-5 firms depending on responses) will be held on July 17, 2014. Please reserve this date for attendance by key members of your Team, especially the proposed Project Manager.

SCOPE OF SERVICES

The firm ("Property Manager") will be required to provide full service, comprehensive property management and maintenance services necessary to maintain and preserve the properties acquired as a part of the Atlanta BeltLine project. The Property Manager will be responsible for regularly assessing the conditions of the properties, mobilizing quickly to address repairs and other issues requiring immediate attention, developing and implementing preventive maintenance, and establishing capital plans necessary to maintain, preserve, and keep the premises in good repair and condition. At ABI's request, the Property Manager shall also oversee the design and build-out of minor site renovations and improvements.

The Property Manager will perform or manage performance of the following services:

- Conduct, at a minimum, scheduled weekly inspections of the properties and provide inspection reports within 24 hours of inspection;
- Provide on-the-spot routine maintenance and repairs as necessary;
- Receive requests for and complete repairs to the properties as required, often with quick turnaround;

- Provide monthly activity logs which document work completed by Property Manager and outstanding issues that need to be addressed;
- Secure properties as required, which may include boarding up properties, installing appropriate signage (i.e., “No Trespassing”, etc.), and installing fences, gates and/or padlocks;
- Perform maintenance and preventive maintenance including removal of trash and debris; cutting grass and shrubbery; moving supplies such as rail road ties and signs; repairing broken gates and fences; graffiti removal; address/repair hazards and liabilities such as exposed metal or sinkholes, etc., and
- Perform such other property management and maintenance tasks for ABI properties as may be mutually agreed upon.

Services to be performed can be classified into two categories: 1) routine management and maintenance and 2) non-routine maintenance. Examples of the type of work that fall into each category are provided below. Non-routine maintenance is not limited to this list; anything that falls outside of routine management and maintenance would be considered non-routine maintenance.

Routine Management & Maintenance	Non-Routine Maintenance
Performing weekly inspections, providing inspection reports within 24 hours, and providing monthly activity logs	Performing any non-routine maintenance directed by ABI as a result of inspections
Routine landscaping, grass cutting and trimming of shrubbery (monthly during spring and fall, twice per month during summer)	Tree trimming, tree or shrub removal, or additional grass cutting or landscaping
Small amounts of trash and debris pickup (no more than what would fit into a standard trash bag)	Large trash and debris removal requiring contractor trash bags, a dumpster or machinery
Maintenance of temporary fencing (i.e., silt fence, mesh fence) or permanent fencing that would not require a specialist	Installation of permanent fencing, maintenance or repair of permanent fencing requiring a specialist
Graffiti removal (small amounts on signs, walls, benches, etc.)	Large graffiti removal (an area greater than 9 sq. ft.)
Posting signs on properties (No Trespassing, Private Property, etc.)	Securing properties which requires boarding up, fencing, bollards and chains, etc.
Addressing small hazards such as a piece of metal sticking out of the ground or, a divot or hole that presents a trip hazard	Addressing larger hazards such as maintenance of temporary roads or anything not easily handled by a single person with no machinery

The Property Manager shall manage and maintain all properties within the Atlanta BeltLine portfolio. The completed trails included in the contract will not require the full scope of property management services, but the Property Manager will be expected perform a weekly inspection (routine) and to quickly respond to repairs and maintenance needs as established by ABI (non-routine).

Property	Scope of Management and Maintenance
Northeast Trail (1.4 mile Interim Hiking Trail from 10 th Street north to Montgomery Ferry; NE-9 to NE-15 on map)	Full scope of services
Eastside Trail (2.25 mile Completed Trail from 10 th Street south to Irwin Street; NE-2 to NE-9 on map)	Weekly inspection and report, non-routine maintenance as directed by ABI
Eastside Trail Extension (0.25 mile Interim Hiking Trail from Irwin Street south to Edgewood Avenue, NE-1 on map and 0.4 mile Interim Hiking Trail from Wylie Street to Memorial Drive, SE-14 and SE-15 on map)	Full scope of services until permanent trail construction commences (expected October 2014) then no services until construction is complete (anticipated 4Q2015)
Westside Trail (2.9 mile Interim Hiking Trail from Allene Avenue north to just past Lena Street at Washington Park, SW-9 to W-10 on map)	Full scope of services until permanent trail construction commences (expected October 2014) then no services until construction is complete (anticipated 2Q2016)
1150 Allene Avenue SW (sidewalks adjacent to Urban Farm Site), approximately 1000 linear feet	Full scope, landscaping for sidewalk area only
1050 Murphy Avenue SW (16 acre redevelopment site)	Full scope of services, limited landscaping needs
Enota Place properties (single family homes - 320, 392, 396 Enota Place SW)	Full scope of services
1427 Lucile Avenue SW (church)	Full scope of services
West End Trail (2.4 mile Completed Trail from White Street to Westview Cemetery, not shown on map)	Weekly inspection and report, non-routine maintenance as directed by ABI (price separately)
Southwest Connector Trail (1.15 mile Completed Trail from Lionel Hampton Trail to Westwood Avenue, not shown on map)	Weekly inspection and report, non-routine maintenance as directed by ABI (price separately)
Northside Trail (1 mile Completed Trail, N-10 to N-13 on map)	Weekly inspection and report, non-routine maintenance as directed by ABI (price separately)

A map of the BeltLine illustrating the segments described in the property table is included as Exhibit A. A “.kmz” file (Google Earth overlay) identifying the properties is available by emailing kolson@atlbeltline.org.

PRICING

The proposal should be priced as follows:

- Monthly price for routine management and maintenance of all properties identified above *except* the Northside Trail, the West End Trail, and the Southwest Connector Trail.
- Proposed pricing for non-routine maintenance, indicating your company’s ability to handle certain items in house versus what would be handled by a sub-contractor and the pricing structure and/or mark-up for each. For non-routine maintenance under \$10,000, ABI requires a

minimum of three quotes for the work to be performed. For non-routine maintenance over \$10,000, ABI requires a formal bid process.

- Monthly price for routine management of the Northside Trail, the West End Trail, and the Southwest Connector Trail (weekly inspection and report) as an add-on option.

TERMS AND CONDITIONS

All submittals and supporting materials as well as correspondence relating to this RFP become property of ABI when received. Any proprietary information contained in the submittal should be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored.

- A. All applicable State of Georgia and Federal Laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Property Manager and project throughout and incorporated herein. The agreement with the selected Property Manager, 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. The Property Manager and any subcontractors shall be properly licensed in the State of Georgia in their respective fields, as applicable.
- C. Subcontractors as part of the project team must be clearly identified in the submittal, including roles, resumes of key personnel and project references.
- D. No submittal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to ABI, The Atlanta Development Authority d/b/a Invest Atlanta (IA) or City of Atlanta, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to ABI, IA or City of Atlanta that is deemed irresponsible or unreliable by IA, ABI or City of Atlanta. If requested, the Consultant or proposed Sub-Consultant shall be required to submit satisfactory evidence that they have the necessary financial resources to provide the proposed services.
- E. ABI seeks individuals, teams or firms who can demonstrate the ability to meet or exceed ABI's Disadvantaged Business Enterprise (DBE) goal for the utilization of Female, Minority or Small Business Enterprises through meaningful involvement and mentoring of individuals, firms or other activities designed to facilitate the development and success of DBE firms. Goals are based on the scope of services and general availability of firms with the requisite experience and capacity to perform the work. The goal for the Project has been set at 30%. Consultants are encouraged to involve DBE firms in all aspects of the work and/or scope of services.

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

The Property Manager shall at all times during the term of this Agreement maintain insurance policies that are consistent and in full compliance with the following requirements or their equivalent (the "Insurance Requirements").

1. Statutory Worker's Compensation Insurance
2. Comprehensive General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate
 - (b) The following additional coverage must apply:
 - 1986 (or later) ISO Commercial General Liability Form
 - Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations)
 - Blanket Contractual Liability (included in 1986 or later forms)
 - Broad Form Property Damage (included in 1986 or later forms)
 - Severability of Interest (included in 1986 or later forms)
 - Underground, explosion, and collapse coverage (included in 1986 or later form)
 - Personal Injury (deleting both contractual and employee exclusions)
 - Incidental Medical Malpractice
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Commercial form covering owned, non-owned, leased, hired and borrowed vehicles
 - (c) Additional Insured Endorsement
4. Contractual Liability, subject to policy terms, conditions and exclusions.
5. Professional Liability Insurance – Professional Liability Insurance Limit \$1,000,000 per Occurrence / \$2,000,000 per aggregate.
6. Insurance company must be authorized to do business in the State of Georgia.
7. Additional insureds on the Commercial General Liability and Auto Liability Insurance policies shall be shown as: Atlanta BeltLine, Inc. and the City of Atlanta.
8. The cancellation provision should provide 30 days' notice of cancellation (10 days' notice for cancellation due to non-payment of premium).
9. Insurance Company, except Worker's Compensation carrier, must have an A.M. Best Rating of A-6 or higher. Certain Worker's Comp funds may be acceptable by the approval of the Risk Management Division. 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

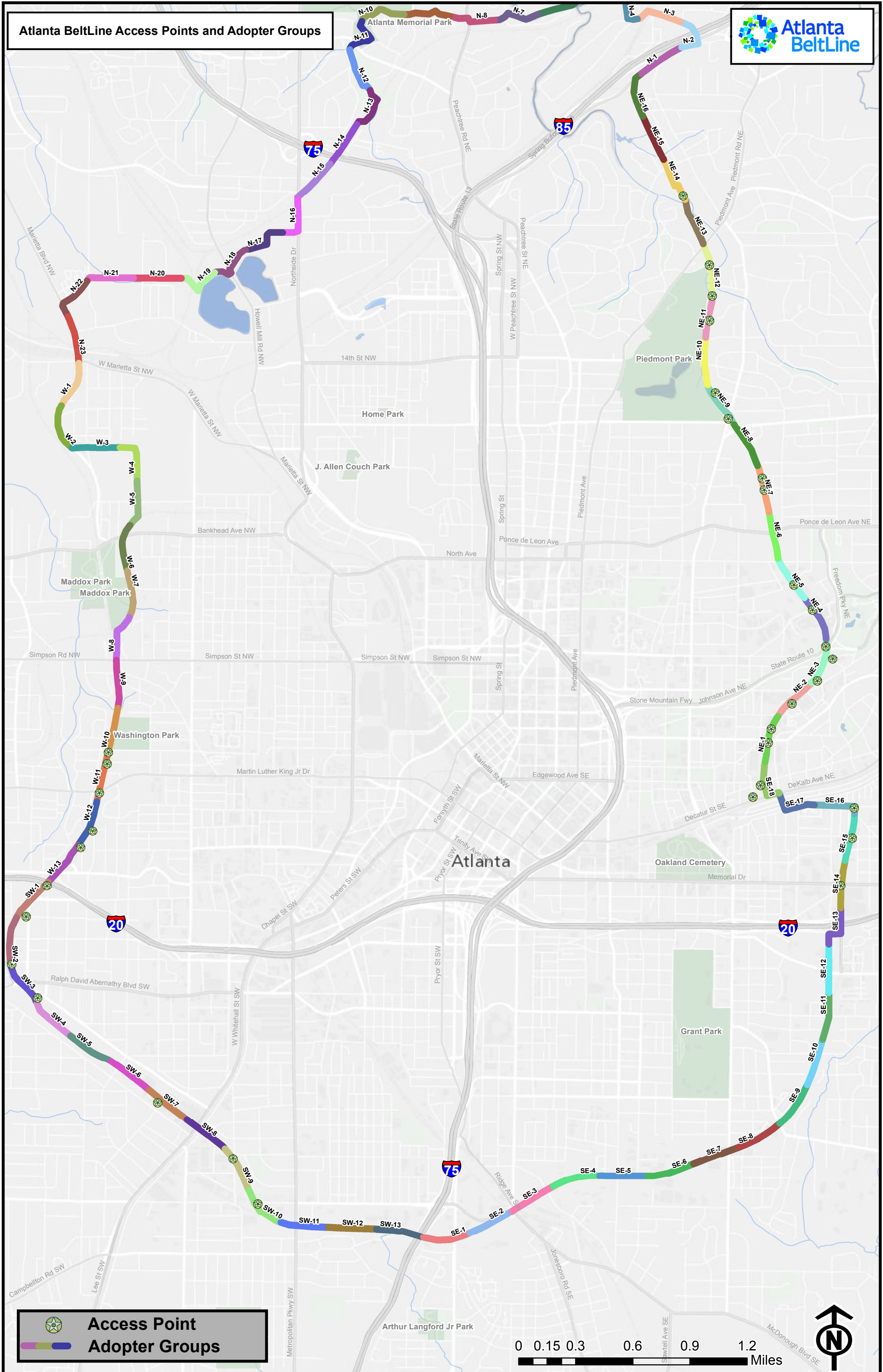
that the Contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-6 or better. Insurance Company must be authorized to do business by the Georgia Department of Insurance.

10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.
11. The Property Manager shall agree to provide complete certified 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 the Contractor will be primary over any insurance program carried by ABI or the City of Atlanta.
12. The Property Manager shall require all policies of insurance that are in any way related to the Work and that are secured and maintained by Property Manager and all subcontractors to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI and the City, their respective officers, officials, employees, Contractors, separate Contractors, and subcontractors.
13. The Property Manager waives all rights of recovery against ABI, the City, their respective officers, officials, employees, separate Contractors, and all subcontractors which Contractor 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 Work and that are secured and maintained by Contractor.
14. The Property Manager shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Contractor) against ABI, the City, their respective officers, officials, employee and volunteers, Contractor, separate contractors, and other subcontractors (including subcontractors of separate contractors).
15. Property Manager agrees that if for any reason subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Property Manager at Property Manager's expense.
16. No Property Manager or subcontractor shall commence any work of any kind under this agreement until all insurance requirements contained in this agreement have been complied with and until evidence of such compliance satisfactory to ABI as to form and content has been filed. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a certificate of insurance or an approved substitute.

EXHIBIT A

(Reference map is on the following page – each segment is approximately ¼ mile)

Atlanta BeltLine Access Points and Adopter Groups



 **Access Point**
 **Adopter Groups**

