Request for Proposals

Urban Agriculture
Along the Atlanta BeltLine

Site Meeting:
October 30, 2014 at 5:30pm

Proposals due:
November 21, 2014 by 12:00pm

Refer questions to:
Atlanta BeltLine Inc.
Attention: Meghan Injaychock
86 Pryor Street SW, Suite 300
Atlanta, Georgia 30303
minjaychock@atlbeltline.org
Office: 404.477.3638
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Introduction: Request for Proposals – Urban Agriculture

Atlanta BeltLine, Inc. (ABI) is requesting proposals from farmers for the purpose of procuring a qualified individual, team, or group to cultivate (both through programming and growing) the first Atlanta BeltLine Urban Farm located at 1150 Allene Avenue, Atlanta, GA 30310.

Selected qualified offeror(s) will be offered a lease agreement with ABI for five years for utilizing the property for the purpose of Urban Agriculture. The lease is renewable at the end of the five-year term upon mutual agreement by both ABI and the farmer.

The primary purpose of the program is to demonstrate the commercial viability of urban farms in the City of Atlanta. The secondary intentions are to provide educational opportunities for surrounding communities and connect these communities to a source of fresh produce.
Section 1.0: Definitions

**Atlanta BeltLine, Inc. (ABI):** The project manager and technical lead for the Project, and the contracting entity. ABI is a Georgia nonprofit corporation.

**DBE:** Disadvantaged Business Enterprise. A business concern that is certified as a DBE through one of the programs listed in this RFP as acceptable to ABI that meets the guidelines specified herein. Specifically, a DBE is a for-profit small business concern –

1. Ensuring at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own the business.

**Farmer:** person or persons who take the principal role in the on-the-ground operations and management of an agricultural production venture.

**Key Personnel:** Individuals designated by the Offeror as critical to the operation and execution of the Offeror’s response to this RFP.

**Offeror:** A person or entity that submits a proposal in response to an RFP. One who makes an offer in response to a solicitation. The offeror is allowed to partner with other entities, but is solely responsible for truthfully and completely submitting the proposal. Only one individual or team may be considered the offeror for purposes of this RFP, and this entity must remain consistent throughout all application materials and documentation submitted in response to this RFP.

**Urban Agriculture:** Land used for the cultivation of fruits, vegetables, plants, flowers or herbs by an individual or team with the primary purpose of growing food for sale (including for-profit and non-profit enterprises) and/or distribution in or around a village, city, or town. The word “farm” is used interchangeably with “urban agriculture” within this RFP.

Section 1.1: Atlanta BeltLine 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 Atlanta 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 commute, poor air quality, auto dependency, and limited public space. Moreover, this sprawling development pattern has led to uneven economic activity. While the region has experienced unprecedented growth and job creation, many areas, particularly older inner core portions of the city,
have suffered from flight and disinvestment.

The Atlanta BeltLine—by attracting and organizing a portion of the region’s future growth around parks, transit, and trails located in the inner core of Atlanta—will change this pattern of regional development and lead to a vibrant and livable Atlanta with an enhanced quality of life for all city residents. The revival of this inner core reflecting a historically industrial landscape will become the uniquely Atlanta solution and exemplary national model for effectively managing growth by providing:

- A connected 2,000 acre network of new and restored parks, greenspaces, urban farms and arboretum;
- 33-miles of trails linking 45 neighborhoods once separated by rail and industry;
- A 22-mile light rail streetcar transit loop providing an alternative to auto trips among jobs, residences, and cultural attractions;
- Pedestrian friendly streetscape improvements along 46 miles of existing and new roads;
- Mixed-use development that supports transit, parks and trail, and businesses;
- Preservation of surrounding single-family neighborhoods;
- Increases in affordable workforce housing;
- Preservation of historic landscapes, buildings and structures;
- Environmental remediation of brownfield areas; and
- Public art installations.

Section 1.2: Urban Farm Project Background and Site History

Through our Urban Agriculture Program, ABI seeks to transform formerly contaminated or abandoned land into economically viable urban farms. These farms will provide connections to fresh produce for surrounding communities and allow for nutritional education in neighborhoods considered inner city food deserts.

In 2008, ABI purchased six acres of former industrial land in Southwest Atlanta for the purpose of utilizing a portion of the land for the trail and transit corridor. The remaining 3.8 acres was originally slated to be developed as open space. Over time, the idea to create an urban farm in this space was derived and eventually set in motion.

The northern half of the site was last used as a wooden pallet assembly facility while the southern half of the property was most recently occupied by a bus and limousine service. All structures (buildings, underground storage tanks, and hardscape) were removed from the site. ABI worked extensively with the Environmental Protection Agency to ensure that both the soil and groundwater are suitable for agricultural use.
In 2013, with a grant from the National Fish and Wildlife Foundation, ABI hired a contractor to complete the cleanup of the site and implement basic grading and site preparation work. The plans, designed and permitted by a local environmental engineer, allotted for two large stormwater drainage basins planted with native vegetation per the requirements of the grant. The end result allows for all water from up to a 50-year storm event to be retained on site and slowly infiltrate into the ground water table. All vegetation currently on site is native and was selected specifically to attract native wildlife and pollinators back into the area. A 4-inch diameter well has been installed on site. Preliminary estimates have indicated that the well will be capable of producing a flow rate of 15 gallons per minute. This value will be confirmed prior to the farmer leasing the property.

After the completion of the site work, ABI and a small group of local partners (Trees Atlanta, The University of Georgia, Southeastern Horticultural Society, and Georgia Organics) set out to formulate programming and solicitation for a farmer for the 1150 Allene Site.

**Section 2.0: Goals**

ABI is soliciting Requests for Proposals for individuals or groups with the capacity to adhere to the following stated goals for the lease of 1150 Allene Avenue for the purpose of Urban Agriculture.

**Goal One:**

To establish and cultivate the first urban farm along the Atlanta BeltLine, utilizing sustainable, organic based farming practices and implementing sound market strategies, creating the first link in a viable network of farms along the corridor.

**Goal Two:**

To improve access to locally grown fresh produce for surrounding communities and improve formerly vacant and underutilized properties throughout the Atlanta BeltLine corridor for the purpose of Urban Agriculture.

**Section 2.1: Eligibility**

The following threshold standards must be met and/or exceeded by offerors in order to be considered an eligible candidate.

1. **Experience:** Offeror must have at least three (3) years of experience in successful agricultural production (urban or conventional agriculture are both acceptable).

   *Note: If a group or team is applying, the lead farmer or farmers must adhere to these standards and it is strongly encouraged but not required that others on the team meet or exceed these conditions as well.*
2. **Identification**: Offeror must possess a valid Driver’s License or Identification Card.

*Note: chosen candidates will be required to go through a full background check before a lease agreement can be valid.*

**Section 3.0: Application Responses**

All applications should provide a clear and succinct demonstration of the offeror’s experience and capability to fulfill the goals set forth by ABI.

Applications should include all required forms and support information requested by this RFP. Application packages should not be elaborate or costly to prepare. They should however, maintain professional standards and include the following required information in a clear and organized manner:

**Qualifications and Relevant Experience**

1. **Narrative Statement of Experience**
   *Maximum length is two pages*
   
   Provide a narrative statement of relevant experiences and education. The narrative should include any specific involvement in current or past projects that are comparable in nature and scale to the Atlanta BeltLine Urban Farm. Examples would include any involvement in agricultural projects (urban or rural), agricultural or environmental education, sustainable development, etc. Each example should include at minimum the offeror’s level of involvement, length of involvement, and the role in the project.

   *Note: if applying as a team or group, please include relevant partners’ experiences within the two-page section.*

2. **Resume (s)**

   Professional resumes should be included for key personnel (maximum of 5). If applying as a single farmer only one resume should be included. Resumes should include education, professional experiences, and any other experiences that are relevant to implementing and running a viable urban farm.

   *Note: If the lead member on the team has an existing Farm Service Agency (FSA) number please indicate this within the response, otherwise it will be a condition of final contract to apply for an FSA number within the first year of the lease term.*
3. **Funding and Financial Statements**  
   
   **a. Companies or entities not publically traded:**  
   Any offeror(s) that are existing companies or entities not publicly traded must provide an accountant-prepared financial statement from the most recent fiscal year.

   **b. Not-for-Profit entities:**  
   Any existing not-for-profit offerors must provide a summary of funding sources and a confirmation or copy of their 501c (3) designation.

   **c. Individuals**  
   Any individual offeror must provide appropriate financial information in order to establish the approximate line of credit and approximate net worth/assets necessary to sustain the project.

   Note: All financial information will be strictly confidential.

**Proposal: Offeror’s Approach to the Project**

1. **Project Approach**  
   
   **Maximum length is six pages**  
   The purpose of this narrative is to clearly define and explain the offeror’s proposed approach for developing and sustaining the urban farm.

   Note: The farmer is responsible for any structure(s) added to the site. ABI is working to develop a design and funding strategy for a storage structure, but this is still in process and is not a guarantee.

   At minimum, this section should discuss the following topics and answer the following questions:

   a. **Management and concept of the farm:** Describe the overall concept and management plan for the farm. Provide a narrative description of how the farmer or team proposes to fulfill the established goals and execute tasks necessary for the realization of these goals.

   b. **Nature of the farm:** Discuss whether the farm will be a for-profit enterprise, and whether there will be educational elements to your approach.

   c. **Scale of the farm:** Discuss whether the farm will operate year-round, and how much of the
land will be used for production. If incorporating an educational component to the farm, explain how much of the land will be used for this purpose. List and describe the types of produce to you plan to grow on the site.

d. **Community Engagement:** Do you plan to engage the local community and surrounding neighborhoods? If so, how? Will you be including food access and green jobs in your plan?

   *Note: We welcome and encourage responses that include hiring seasonal or permanent workers from surrounding communities or from the various local farmer training programs.*

e. **Site Design:** How do you propose to lay out the space for cultivation and production? What technologies or methods to you plan to implement for cultivation? What structures do you propose to add to the site for prime functionality? What sustainable elements do you plan to add to the site? It is not required that you provide a visual aid for this portion. If you choose to do so, it need not be elaborate or costly and should only clearly define your proposed uses of the site.

f. **Timeline:** Provide an outline for the establishment and implementation of the farm. Describe the tasks that must be accomplished in order to complete the project. Identify the processes and products that will result from each task. The offeror should rely on his or her expertise and experience with similar projects to demonstrate how he or she will effectively complete the proposed project goals. Provide a proposed schedule to complete the Scope of Work and a breakdown of major tasks that would bring you to the fulfillment of the goals outlined by ABI.

2. **Financial Feasibility and Cost Estimates**

   a. **Narrative:** provide a narrative statement explaining in detail the economic feasibility of your proposal. This narrative should cover any market rate assumptions that would go towards revenue projections. This includes projected sales and potential market opportunities. If available, include any supportive documentation for the market assumptions or letters of commitment from buyers (restaurant, farmers market, etc.).

   b. **Budget:** provide a budget inclusive of cost estimations, operating costs, capital investments (infrastructure), and anticipated revenues correlating to the above narrative. Please indicate the amount of annual rent which your budget assumes will be paid to Atlanta BeltLine.

   c. **Funding Sources:**

      1. **Loans:** If the offer or has received or plans on receiving a financial loan for this project, a description of the loan(s) and the terms of the loan(s) should be provided. If possible, a commitment letter from a lending institution should be included, if
available.

2. **Grants, Gifts, or Programs:** If the offeror anticipates any of these funding sources for this project, a summary of the funding source must be submitted. The summary should include a timetable for when these funds will become available to the offeror and a description of the terms and conditions of the disbursement.

3. **Available Capital:** Describe any funds or equipment you already have that can be utilized in this project.

### Section 4.0: Proposal Evaluation Criteria

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

Listed below are the criteria upon which a submittal will be evaluated:

#### Experience and Education

1. **Experience:** The individual or team displays a successful record of past projects and educational experiences that are clearly conveyed by the offeror. This record is a culmination of past experiences in farming, project management related to a project or farm of this size, and any other experiences or skills that would directly relate to the project.

2. **Educational Experiences:** The individual or team displays sufficient educational training or experience in agriculture or a related field that would benefit the farm project, or the individual or team is partnering with an individual or entity that possesses the requisite educational training or experience.

3. **Financial Feasibility:** The individual or team possesses the ability to obtain and maintain sufficient financial resources to initiate and successfully sustain the farm.

#### Project Approach

1. **Quality of Management concept and farm concept:** Meeting or exceeding the project goals through the quality and responsiveness of the proposed farm management plan.

#### Financial Feasibility

1. **Cost estimate, financial feasibility and budget:** The cost estimate and budget plan are economically sound and based on an established/tested model that is derived from accurate market assumptions.

2. **Funding Sources:** The individual or team has the ability to leverage funding sources for the start-
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up and management of the project.

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

Section 4.1: Scoring Process

An evaluation committee convened by ABI will thoroughly evaluate and score all proposals. At the discretion of ABI, follow-up interviews may be conducted before a final selection is made.

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

- Experience and Education: 50 Points
- Project Approach: 25 Points
- Financial Feasibility: 25 Points

**TOTAL MAXIMUM POINTS: 100 Points**

Process Overview

Issuance of this RFP is intended to produce a short-list of individuals or teams best qualified to participate in a selection interview. Only those individuals or teams who respond to this RFP and meet or exceed the requirements of the RFP, as determined by ABI, will be eligible.

The process may be cancelled at any time if, in the opinion of Atlanta BeltLine, Inc., the project goals will not be achieved by awarding a contract or the firms or teams are considered non-responsive. The process may be revised at any time during the solicitation, selection, evaluation and negotiation phases up to final award.

Protests

Any protest of the RFP solicitation documents or process shall be submitted for resolution to:

Atlanta BeltLine, Inc.
Chief Procurement Officer
86 Pryor Street, Suite 300
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 ten (10) 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.

**Section 4.2: Schedule**

**Site Visit and Information Session**
A site visit will be held on site on the following date:
**October 30, 2014 at 5:30pm at 1150 Allene Avenue, Atlanta, GA.**

Potential offerors will be given additional information on the site and be permitted access into the farm site to view existing conditions. These sessions will also provide potential offerors with more clarity on the application process and help to answer any questions that may come up.

**Questions**
Questions and requests for clarification regarding this RFP must be directed in writing, via email or fax to the contact person listed on the first page of this RFP. The deadline for submitting such questions/clarifications is shown below. All responses of a material nature will be shared with all registered firms/teams.

**Response**
By submitting a response, the offeror is accepting the Terms and Conditions found in Section 5.1.

**Responses due**
Sealed responses must be received no later than 12:00 pm on November 21, 2014 to the address found on the cover of this document. The outside of the envelope shall plainly identify the project title and the name and address of the Offeror. **Responses received after time or date listed herein shall not be considered.**

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<td>Evaluation of Responses</td>
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Section 5.0: Standards, Terms, and Conditions

Site Condition

The urban farm site is offered in as “as is” condition. Currently the site’s soil has been cleaned, graded, and stormwater management practices have been implemented. No utilities are connected to the site and no structures exist on the property. ABI intends to install a pump and small well house on site prior to or in conjunction with the farmer or farm team being selected. ABI is also in the process of determining the placement, design, and construction for a basic storage shelter on the site.

Any structures or additions made to the site by the farmer will need to be approved by ABI before proceeding with installation.

ABI is open to the relocation of existing landscaping plantings if the farmer or team feels the space could be better utilized for crops or other plantings that are able to be marketed.

Site fencing will be maintained by ABI. Additional fencing along the eastern edge of the site will be installed prior to the farmer’s occupation of the site. The farmer will be responsible for the installation and maintenance of all other security measures.

Soil tests of the site have been performed and the results will be made available to all submitters prior to the due date for the RFP. ABI has partnered with the University of Georgia Agricultural and Environmental Services Soil Laboratory for regular soil sampling and testing.

Site Terms

It is the overall intention of this RFP to award a five year lease agreement to the individual or team who meets or exceeds all of the criteria defined in section 4.0. However, ABI reserves the right to require further documentation before issuing an agreement and if necessary, discontinue negotiations with a chosen individual or team at any time.

Site Sustainability

1. **Pest and Disease Management:** The use of any herbicides, fungicides, bactericides, or other chemicals used for the purpose of weed control, pest control, or disease is generally prohibited but may be permitted only if the product has been approved by the Organic Materials Review Institute (OMRI) or an approved equal. A list of all products used on the site will be required to be submitted annually to ABI. The use of Integrated Pest Management is strongly encouraged.

2. **Waste Management and Control:** All garbage and organic debris generated on site must be managed in accordance with City of Atlanta sanitation and code compliance regulations at all
times. ABI strongly encourages composting of organic waste on site or through our partner, Compost Wheels, LLC. If a compost facility is planned for the site, it must be approved by ABI and placed in an area that does not cause a nuisance or health hazard to surrounding property owners and abutting land uses.

Additional Conditions

1. **Permitting:** If a structure or facility is planned for the site that would require a permit from the City of Atlanta, the farmer or team is solely responsible for the cost to obtain this permit. ABI will be available to help guide the farmer or team through the process.

   *Note: Any design, engineering, or environmental testing costs will also be the sole responsibility of the farmer or team.*

2. **Grants and other capital funding:** The individual or team is allowed and encouraged to apply for grants or other funding for any infrastructure on the site that will be used for Urban Agriculture. ABI will be available to assist in the review and editing of these grant applications.

Section 5.1: Lease

**Lease Terms and Cost**

The individual or team must be prepared to pay an annual lease payment based upon the estimate provided in your budget, if your proposal is accepted. The initial lease term will be for a total of five years and will begin on a date specified and agreed upon by both ABI and the farmer. A date for this will be made once a contract has been executed between ABI and the awarded individual or team.

*Note: At all times during the term of this Lease, an authorized member of the ABI team, will be permitted to enter and inspect the site and farm facilities to ensure safety and proper maintenance standards are being met.*

**Annual Review**

An annual review of the farmer or team’s progress with the site will be required. This date will be set in the executed contract. The review will consist of an assessment of progress with cultivation, programming, facilities, maintenance/site management, site inspection, financial status update, and any other elements within the project that the farmer would like to present to the ABI team. The results from the annual review will not affect the lease agreement unless it is deemed the farmer or team is not upholding the outlined terms and conditions of the lease agreement.
Lease Renewal

After the five year lease term expires, the lease may be renewed upon mutual agreement by both ABI and the farmer. Approval will be based on the results from the farmer’s overall success in meeting the outlined goals and the most recent results from the annual review.

Termination of Lease Agreement

Although either party shall have the right to terminate the lease upon thirty (30) days written notice, with or without cause, ABI reserves the right to terminate this lease with a reduced notice period in the event that construction related to the Atlanta BeltLine project requires exclusive access to the farm property or portions thereof.

ABI reserves the right to terminate the lease with thirty (30) days’ notice if the farmer elects to change any of its key personnel, partner(s), or subcontractor(s) without the express written consent of ABI.

Insurance Requirements

Farmer shall at all times during the term of the lease maintain insurance policies consistent and in full compliance with the following requirements or their equivalent (the "Insurance Requirements"):  

a) Statutory Worker’s Compensation Insurance.
   b) Commercial General Liability Insurance.
      1. $1,000,000 limit of liability per occurrence for bodily injury and property damage and $2,000,000 in the aggregate;

      The following additional coverage must apply:

      i. 1986 (or later) ISO Commercial General Liability Form.
      ii. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04).
      iii. Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations).
      iv. Blanket Contractual Liability (included in 1986 or later forms).
      v. Broad Form Property Damage (included in 1986 or later forms).
      vi. Severability of Interest (included in 1986 or later forms).
      vii. Underground, explosion, and collapse coverage (included in 1986 or later form).
      viii. Personal Injury (deleting both contractual and employee exclusions).
      ix. Incidental Medical Malpractice.
      x. Pollution Insurance coverage.

c) Auto Liability Insurance.
   1. $500,000 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.

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 terms, conditions and exclusions.

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

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

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

i) Insurance Company, except Worker’s Compensation carrier, must have an A.M. Best Rating of A-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 Consultant’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.

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

k) The farmer 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 Consultant will be primary over any insurance program carried by ABI.

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

m) Farmer waives all rights of recovery against ABI, Invest Atlanta, the City of Atlanta, and their officers, officials, employees, separate consultants, and all subcontractors which farmer 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 farmer.
n) Farmer shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Consultant) against ABI, Invest Atlanta, the City of Atlanta, and their officers, officials, employee and volunteers, consultants, separate contractors, and other subcontractors (including subcontractors of separate contractors).

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 Farmer will make known any consultants, subcontractors or sub-consultants that are specifically excluded from participating in this solicitation.

ABI’s existing prime or lead Consultants, subcontractors or sub-consultants are excluded from being eligible to submit a response to this RFP except under the following circumstances:

1. If the Consultant, subcontractor or sub-consultant completes the certification of no organizational conflict of interest; and

2. If the Vice President and General Counsel agrees that the Consultant, subcontractor, or sub-consultant has no organizational conflict of interest.

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

Code of Ethics. ABI’s Code of Ethics applies to this solicitation. The Code of Ethics is included as Exhibit A.

Change of Team Members or Key Personnel. Inasmuch as persons, firms and/or teams will be judged based on their response to the RFP, any subsequent changes to the composition of the Offeror that was rated by the Evaluation Committee may result in a different ranking of the team and/or may result in the firm and/or team failing to be determined to be qualified.

In order for an Offeror to remain qualified to submit a proposal, the person(s), firm(s), entities, or team(s) identified in the response to the RFP must remain on the team for the duration of the procurement process and any subsequent contract award. Any change to the personnel listed in a response to the RFP without the express written approval of ABI, could result in disqualification from selection, and/or termination of the lease agreement.
**Background Checks and Drug Testing.** The selected farmer 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.** Not Applicable.

**Prevailing Wage.** Not applicable.

**Proprietary Information.** Atlanta BeltLine, Inc. recognizes that material in its possession or in the possession of the City is subject to public examination and copying under the Georgia Open Records Act, OCGA §50-18-70, et.seq. (the “Act”). The Farmer has the obligation to identify proprietary information and trade secrets by clearly marking the documents “Trade Secret” as required by the Act. If Atlanta BeltLine, Inc. receives any request under the Act to examine or copy any of the Proprietary Information obtained pursuant to the lease agreement, it will immediately notify Farmer 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 Atlanta BeltLine, Inc. to be exempt from disclosure under the Act. Notwithstanding the foregoing, it shall be the obligation of the Farmer to take appropriate, timely legal action to secure the nondisclosure of the information requested, at its sole expense. Atlanta BeltLine, Inc. and the City shall cooperate in any action at law or equity in any court of competent jurisdiction to permit the Farmer to seek a protective order or other relief to prevent the disclosure of the Proprietary Information of Responding firm/team to parties requesting disclosure under the Georgia Open Records Act. 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.

**General Terms and Conditions.** The lease agreement shall contain, among other terms, the following conditions:

A. All applicable State of Georgia and Federal Laws, City of Atlanta and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Consultant and the Project throughout and incorporated herein. The Agreement with the selected Farmer, 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 submittal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to ABI, Invest Atlanta, or City of Atlanta, under 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 ABI, IA or City of Atlanta. If requested, the Farmer or partner 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 bid is received through the date a contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration of its bid proposal without ABI’s consent.

E. This Request for Proposals may be cancelled or any or all bids 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 Request for Proposals. Notice of cancellation shall be sent to all persons, firms, partnerships, and/or entities that submitted a response to this RFP.

F. Farmer’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 the ABI or the City;

G. Farmer shall defend, indemnify, and hold harmless ABI and the City of Atlanta against any and all claims, judgments or liabilities to which they may be subject because of any Contractor negligence or fault or default.

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

**DBE Participation.** ABI strongly encourages all farmers/offerors to promote opportunities for diverse businesses, including, Female Business Enterprises (“FBE”), Minority Business Enterprises (“MBE”) and Small Business Enterprises (“SBE”) to compete for business as subconsultants and/or suppliers. This Project has a DBE goal and Local business utilization goal. Goals are based on the scope of work 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%.

However, nothing herein should indicate that an FBE, MBE or SBE may not apply and be selected independently, as FBES, MBES, and SBES that meet the qualifications of this RFP are encouraged to submit their qualifications for consideration. In order to participate as an FBE, MBE or SBE on this Atlanta BeltLine Urban Farm project, said FBE, MBE or SBE must be certified as an FBE or MBE by GDOT, MARTA, the Georgia Minority Suppliers Development Council or the City of Atlanta. SBEs must be registered with the City of Atlanta and are defined as businesses not exceeding $2.5 million in gross sales during the recent calendar or fiscal year.

ABI maintains data on the utilization of FBE, MBE, and SBE entities on all contracts with the utilization of ABI’s subconsultant utilization and DBE Participation Certification. Each Consultant (which includes the farmer selected to participate in this project) 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 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 DBE’s, (FBE’s, MBE’s, and SBE’s) from the total payment to be received by the Consultant. The invoices should also reflect a total amount of compensation paid to date to the Consultant and each subconsultant along with their corresponding percentage of the total compensation received. Consultant will also be responsible for submitting lien waivers from each of its subconsultants for all payments received, where necessary, and affirm that the Consultant is current with all payment obligations due to the subconsultants at the time of the submission of an invoice for payment. Consultant shall be deemed a Constructive Trustee of the funds paid to it that are to be disbursed to a specific subconsultant. Failure to pay sums due to subconsultants shall be deemed a material breach of the terms of this Agreement.

Firms interested in obtaining applications for certification should contact either of the following organizations:

- City of Atlanta – Office of Contract Compliance (FBE/MBE): Hubert Owens, Acting Director, Office of Contract Compliance, 55 Trinity Avenue, Atlanta, Georgia 30303, Tel: 404.330.6010, Fax: 404.658.7359.

- Small Disadvantaged Business (SDB) certification by the U.S. Small Business Administration provided they reflect certification because of minority or women-owned status.

A firm selected by the Consultant can only satisfy one of the three categories. The same firm may not, for example, be listed for participation as a MBE organization and a 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. A Consultant 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.

ABI is an Equal-Opportunity Employer.
Section 6.0: Offeror Information Form

If responding to this RFP as an individual or group: Please provide information for the primary contact person.

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<tr>
<th>Full Name:</th>
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<tr>
<td>Permanent Address:</td>
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<td>Primary Phone number:</td>
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<td>Email address (optional):</td>
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If applying as an existing company, not-for profit, or partnership: Please identify any business entity or organization that is a part of this RFP submittal.

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<th>Business Entity Name</th>
<th>Entity's Role or Position</th>
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Is the company or not-for profit Minority Owned? [ ] Yes [ ] No
If yes, name of Certification Agency:
Certification No:
Term Start Date: Term End Date:

Is the company or not-for profit Woman Owned? [ ] Yes [ ] No
If yes, name of Certification Agency:
Certification No:
Term Start Date: Term End Date:
If the answer to any of the questions below is yes, please provide a full explanation including as appropriate for each case (1) date, (2) charge, (3) place, (4) court, (5) action taken and (6) current disposition. Attach documentation, as necessary.

Please check yes or no to each of the following as it relates to the offeror.

1. Party in a pending lawsuit.  □ Yes □ No
2. Conviction or pending case for fraud, bribery or grand larceny.  □ Yes □ No
3. Conviction or pending case for arson.  □ Yes □ No
4. Indicted for or convicted of any felony within the past 10 years.  □ Yes □ No
5. Unpaid delinquent taxes, municipal liens, and/or outstanding judgments.  □ Yes □ No
EXHIBIT A
ATLANTA BELTLINE, INC.
CODE OF ETHICS

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

The purpose of the Code is to protect ABI by prohibiting any official or employee of the company 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 board member and employee of ABI must avoid even the appearance of impropriety in any business dealings.

Each board member and officer of ABI shall also 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.).

This Code is not intended to replace any conflict of interest policy to which a board member or employee is obligated to comply based upon their employment or political status.

DEFINITIONS
“Celebration” refers to closing dinners and program celebrations, ribbon cuttings, grand openings, etc.

“City” refers to the City of Atlanta.

“Code” refers to this Code of Ethics for the Atlanta BeltLine, Inc.

“Contractors” refers to all persons and entities that furnish products and/or services to ABI under a service or consulting agreement.

“Covered Persons” refers to ABI’s board members, officers, and employees, both full and part-time.

“Ethics Officer” refers to the General Counsel of the Atlanta BeltLine, Inc.

“Family Member” refers to a Covered Person’s spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, domestic partner or a person living in a stable family relationship with any employee. It also includes members of a Covered Person’s household, whether or not they are related to the Covered Person.

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

All actions taken and programs administered by ABI shall be transparent to the general public and adhere to established processes and procedures.

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 material monetary or other benefit to the Covered Person or Family Member.

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

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

Requirement to Disclose:
Covered Persons are required to disclose any personal or financial interest and any situations that would reasonably give rise to a conflict of interest. This disclosure must be made in writing prior to participating in any decision or action, unless the disclosure occurs in a public meeting where there is a public record.

A Covered Person shall not vote for or against, discuss, decide, remain present in a meeting during a discussion or otherwise participate in a matter in which he or she has a conflicting personal or financial interest except by express approval of the Ethics Officer.

Improper Influence:
No Covered Person shall attempt to use his or her position to influence any ABI decision or action relating to an organization, entity or activity in which he or she knows or has reason to know that he or she or a Family Member has a personal or financial interest.
Corporate Opportunity:
Covered Persons are prohibited from personally taking opportunities that are discovered through his or her position with ABI, using ABI’s property or information for personal gain, or personally competing with ABI for business opportunities.

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

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

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

EMPLOYEE RELATED MATTERS

Business Gifts:
Employees must use their best judgment to avoid situations that compromise, or even appear to compromise, ABI’s ability to make objective and fair business decisions.

The purpose of business entertainment and gifts is to create goodwill and sound working relationships, not to gain an unfair advantage. No gift or entertainment should ever be directly or indirectly solicited, provided or accepted by an employee or a Family Member from any Contractor or partner unless it:
1. is not a cash gift;
2. is consistent with customary business practice;
3. is ordinary and reasonable; and,
4. does not otherwise violate any federal, state or local law.

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.

Nepotism:
ABI may employ Family Members as long as such employment does not create a conflict of interest. ABI will not employ a Family Member if his or her work responsibilities, hours, salary, benefits, or other terms of employment could be influenced by the Covered Person that he or she is related to.

If two employees marry while employed or become part of the same household, then they will be treated in accordance with this section. Any conflict will be dealt with by ABI and may result in termination of employment for one or both employees based solely on the decision by ABI’s President and CEO.

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:
1. Review alleged violations of the Code, ABI policies, or any other law or regulation;
2. Educate and train all Covered Persons to ensure an understanding and awareness of the Code and ethics issues periodically;
3. Advise Covered Persons regarding ethics questions and concerns; and,
4. 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) 614-8323. 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 senior staff 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 Senior Executive Team, which shall include the Vice President and General Counsel, the COO and the Director of Finance.

If the Senior 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 Senior Executive Team will conduct a hearing on the issues with the parties. At such hearing, the Senior 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 Senior Executive Team may take into consideration the recommendation from the Ethics Officer.

The Senior Executive Team’s decision shall be governed by the preponderance of the evidence standard. The decision of the Senior 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 or a recommendation for removal of a member of the Board of Directors.

In the event that the President and CEO recommends termination of an employee or removal of a member of the Board of Directors for violation of the Ethics Policy and/or other ABI policies and procedures, the employee or board member may appeal said action to the full 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. If the matter involves a member of the Board of Directors, the board member who is the subject of the complaint shall not have a vote in the decision regarding the appeal of a disciplinary sanction against him or her. The decision of the Board of Directors shall be final.