Request for Proposals
Owner Occupied Rehabilitation Project Management

Pre-Proposal Meeting:
February 27, 2015 at 4:00 PM at
100 Peachtree Street NW, Suite 2300
Atlanta, GA 30303

Proposals due:
March 10, 2015 by 5:00 PM

Project Manager for this RFP:
Atlanta BeltLine, Inc.
Attention: James Alexander
100 Peachtree Street, NW (PLEASE NOTE THE NEW ADDRESS)
Suite 2300¹
Atlanta, Georgia 30303
jalexander@atlbeltline.org
Office: 404.477.3557

¹ For physical deliveries, including overnight and courier, please deliver to Suite 900.
Introduction: Request for Proposals – Owner Occupied Rehabilitation Project Management

Atlanta BeltLine, Inc. (ABI) requests proposals from individuals or companies qualified to serve as project manager and construction manager in an owner occupied rehabilitation program within a half mile of the Atlanta BeltLine.

The primary purpose of the program is to stabilize Atlanta BeltLine neighborhoods by helping existing residents remain in their homes. A secondary purpose is improving homes adjacent to the Westside Trail, which began construction in January.

Selected qualified Offeror(s) will be expected to assist in marketing the program, income qualify applicants, conduct initial and final inspections, prequalify contractors and manage bid process for individual jobs, manage construction, final signatures, and demonstrate the financial ability on invest in the program in future years. The successful Offeror(s) will provide regular reporting to ABI as requested on the status of applicants and approved homeowners.

It is estimated that ten or more homes will be rehabilitated over the course of calendar year 2015, through this program. While homes anywhere within a half mile are eligible, homes adjacent to the Westside Trail will receive priority in the first year of the program.

Pre-Proposal meeting and Information and Inquiries

A pre-proposal meeting will be held at 4:00 p.m. on Friday, February 27, 2015 at the ABI office. Requests for information must be made in writing, and unwritten questions and any verbal responses and/or comments will not be binding. All inquiries must be received by ABI by 5:00 p.m., on Tuesday, March 3, 2015.

Should any prospective Offeror be in doubt as to the true meaning of any portion of this RFP, or should the prospective Offeror find any ambiguity, inconsistency, or omission herein, such person or entity shall make a written request for an official interpretation or correction. All questions concerning the solicitation and specifications shall be submitted in writing via e-mail or fax to the ABI representative named below. You are encouraged to submit your questions via email.

ABI's staff will make such interpretations or corrections, as well as provide any supplemental or amendatory RFP provisions which ABI may decide to include, but only as a RFP addendum or as officially published responses available to all potential Offerors as provided in this RFP. Staff will email addenda to each prospective Offeror recorded as having received a copy of the RFP. Additionally, the addendum will be posted on the ABI website. Any addendum issued by ABI shall become a part of the RFP.

ABI will provide all written questions and responses to interested Proposers by 5:00 p.m. on Wednesday, March 4, 2015, via electronic delivery or web posting.
Inquiries regarding this RFP should be directed by email or writing to:

Atlanta BeltLine, Inc.
Attention: James Alexander
100 Peachtree Street, NW, Suite 2300
Atlanta, Georgia  30303
Fax: (404) 477-3004
Email: jalexander@atlbeltline.org

Section 1.0: Definitions

Atlanta BeltLine, Inc. (ABI): The program manager. 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.

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

Offeror: A qualified person or entity that submits a proposal in response to an RFP, representing 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.

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, streets housing and jobs 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 suburban development. Increasingly, residents and businesses throughout the region experience the negative consequences of this pattern of growth—long commutes, poor air quality, auto dependency, and limited public space. Moreover, this 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 new and improved parks, transit, trails and street networks located in the inner core of Atlanta—will change this pattern of regional development and lead to a more vibrant and livable Atlanta with an enhanced quality of life for all. The revival of the 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 brings about 30,000 new jobs in a transit, parks, trails, and businesses supportive environment;
- Preservation of surrounding single-family neighborhoods;
- Addition of 5,600 affordable workforce housing units;
- Preservation of historic landscapes, buildings and structures;
- Environmental remediation of more than 1,000 brownfield areas; and
- Public art installations.

Section 2.0: Scope of Work

The Offeror in serving as Rehabilitation Project Manager shall perform the following work:

1. Assist in marketing and outreach, including attending neighborhood and community meetings. ABI will take the lead in marketing and outreach;

2. Verify income qualification of pre-applicants via W-2s, check stubs, VOEs, and other documentation required by FHLBA;

3. Conduct initial inspection of the home;

4. Complete cost estimate certification with the homeowner and receive signatures from all parties;

5. Prequalify three or more qualified contractors for final approval by ABI;
6. Bid each individual project to at least two contractors to ensure competitive pricing;

7. Manage construction on time and on budget; and develop a checklist for homeowners, contractors and the entire process.

8. Complete post rehabilitation inspection and receive signatures from all parties.

9. Provide periodic reports on the status of applicants, rehab progress, critical milestones and on other related matters.
Section 3.0: Submitting a Proposal

All proposals shall provide a clear and succinct demonstration of the Offeror’s experience and capability to fulfill the goals set forth by ABI.

Proposals shall include all required forms and support information requested by this RFP. Proposals shall 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 five pages*
   
   Provide a narrative statement of relevant experiences. The narrative should include any specific involvement in current or past projects that are comparable in nature and scale to the proposed owner occupied rehabilitation 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 person or entity, only one resume should be included. Resumes should include education, professional experiences, and any other experiences that are relevant to the project. Please identify the role of each key person in the scope of work including the project manager.

3. **Funding and Financial Statements**
   
   a. **Companies or entities not publicly 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 501(c)(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 their project supportive services.
Project Approach

1. **Project Approach**
   
   *Maximum length is two pages*
   
   The purpose of this narrative is to clearly define and explain the Offeror’s proposed approach for income qualification, contractor selection (does the consultant have existing contractor relationships to leverage?), construction management, and management and satisfaction of homeowner expectations. The Offeror shall also describe a timeline for beginning service as soon as possible.

Cost

1. The Offeror shall enumerate the management fee proposed per unit. We expect the fee shall not exceed $2,000 per house completed. Proposals that contain a management fee below $2,000 per home will receive positive consideration in the evaluation of the proposal.

Section 4.0: Proposal Evaluation

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.

Section 4.1: Scoring Process and Criteria

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:

- Qualifications and Relevant Experience
- Project Approach
- Cost

Proposal Process Overview

By submitting a proposal, the Offeror is accepting the Terms and Conditions found in Section 5.0.
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.

ABI reserves the right to cancel and/or modify the RFP process 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 procurement 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.
Procurement Officer
100 Peachtree Street NW, Suite 2300
Atlanta, GA 30303.

Such protest shall be in writing and shall be supported by the information necessary to enable the protest to be considered. A protest will not be considered if it is insufficiently supported or it is not received within the time limits specified herein. A protest based upon terms, conditions, or form of a proposed procurement action shall be submitted so that it is received by ABI no later than ten (10) calendar days following notification of the action by ABI. A written final determination on any protest will be rendered by ABI and will be provided to the protester as soon as practicable.

Section 4.2: Schedule

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<tr>
<td>RFP Issued</td>
<td>Feb 20, 2015</td>
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<tr>
<td>Pre-Proposal Meeting</td>
<td>Feb 27, 2015 at 4:00</td>
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<tr>
<td>Deadline for submitting questions</td>
<td>Mar 2, 2015 by 5:00pm</td>
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Proposals Due
March 10, 2015 by 5:00pm

Proposals due
Proposals must be received no later than 5:00 PM on March 10, 2015, via email to the email address found on the cover of this document. For mailed proposals, the outside of the envelope shall plainly identify the project title and the name and address of the Offeror. Proposals received after time or date listed herein shall not be considered.

2 For physical delivery, including courier and overnight, please deliver to Suite 900.
Contract Renewal

After the term of this contract expires, the contract may be renewed only upon written mutual agreement by ABI and the Offeror.

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.

Insurance Requirements

The Offeror shall at all times during the term of the contract maintain insurance policies consistent and in full compliance with the following requirements or their equivalent (the “Insurance Requirements”):

a) Statutory Worker’s Compensation Insurance.

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 Offeror 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) Offeror shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Rehabilitation Project Manager 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) Offeror waives all rights of recovery against ABI, Invest Atlanta, the City of Atlanta, and their officers, officials, employees, separate consultants, and all subcontractors which Offeror 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 Offeror.
   n) Offeror shall require all subcontractors to waive their rights of recovery (as aforesaid
Organizational Conflicts of Interest and Excluded Parties. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract or lease may, without some restriction on future activities, result in an unfair competitive advantage to the Offeror or impair the Offeror’s objectivity in performing the work.

Clarifications may be sought by submitting a letter requesting clarification and stating the reasons why the Offeror believes potential organizational conflict of interest exists. In preparing this solicitation, a review of existing contracts with ABI should be undertaken, and the Offeror shall make known any consultants, subcontractors or sub-consultants that are specifically excluded from participating in this solicitation. All who respond to this RFP shall complete the Certification of No Organizational Conflict of Interest attached hereto as Exhibit B, and submit it as part of its response to this RFP. A response that does not contain this completed form is subject to disqualification.

ABI’s existing 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 not organizational conflict of interest.

If the above conditions are met, the consultant, subcontractor, or sub-consultant 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 contract.

**Background Checks and Drug Testing.** The selected 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.** 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 Rehabilitation Project Manager 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 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 Atlanta BeltLine, Inc. 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. Atlanta BeltLine, Inc. and the City shall cooperate in any action at law or equity in any court of competent jurisdiction to permit the Rehabilitation Project Manager 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 Offeror and the Project throughout and incorporated herein. The Agreement with the selected Offeror, and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the laws of the State of Georgia.

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

C. No submittal shall be accepted from and no contract will be awarded to any individual, 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 Offeror or any designated 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 or key personnel 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 individuals, firms, partnerships, and/or entities that submitted a response to this RFP.

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 the ABI or the City;

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

**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 any 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 in herein as DBEs. It is anticipated that as a part of a responsive submittal that the Offeror will include DBE participation. This Project has a Disadvantaged Business Enterprise (“DBE”) goal and Local business utilization goal. The goal for the Project has been set at 30%.

However, nothing herein should indicate that an FBE, MBE, SDB or SBE may not apply and be selected independently, as FBES, MBEs, SDBs, 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, SDB, or SBE on the contract, said FBE, MBE, SDB, or SBE must be certified as an FBE, MBE, SDB or DBE by MARTA, GDOT, the Georgia Minority Supplier 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, SDB, and SBE entities on all contracts with the utilization of ABI’s Subcontractor/Subconsultant Utilization and DBE Participation Certification.

Each Offeror 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 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 this Agreement.

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

- Small Disadvantaged Business (SDB) certification by the U.S. Small Business Administration provided certification reflects minority or women-owned status. Requirements are found at www.sba.gov.
- Georgia Department of Transportation: One Georgia Center, 600 West Peachtree NW, Atlanta, GA 30308, 404-631-1990
- Georgia Minority Supplier Development Council, Inc.: 759 West Peachtree Street, Suite 107, Atlanta, GA 30308, Telephone: 404-589-4929

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.

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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<th>Full Name:</th>
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<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
6. Is out of good standing with both Atlanta BeltLine and FHLB of Atlanta?  □ Yes  □ No
7. Has your organization, or any material party to the organization, been involved in any bankruptcy or similar proceeding, any lawsuit or legal proceeding in which it was alleged that any material party to the project performed deficient construction services, any criminal proceeding other than for traffic violations or other minor offences?  □ Yes  □ No
8. Has your organization, or any material party to the organization, ever been involved in any proceedings in which the organization or any material party to the organization lost their requisite license or been suspended by an applicable government agency, or has otherwise been suspended or barred from participating in any type of business practice, has been barred from participation in any housing or economic development project or program, is currently under investigation, had past affordable housing program compliance issues, or been subject to any proceeding in which your firm or any affiliate was alleged to have violated any Federal or State securities law?  □ Yes  □ No
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 Ethic 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.
EXHIBIT B
CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST

Offeror's Name:  (“Offeror"

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

1. Required Disclosure of Conflicts

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Offeror’s team (including the Offeror, proposed consultants and proposed 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 RFP.

Offeror shall disclose (a) any current contractual relationships with ABI or the City of Atlanta (b) any past, present, or planned contractual or employment relationships with any officer or employee of ABI, and (c) any other circumstances that might be considered to create a financial interest in the Contract by any ABI board member, officer or employee, and City of Atlanta elected or appointed official, officer or employee, or any ABI board member, if Offeror is awarded the Contract. Offeror shall also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the individuals or entities involved in preparing the RFP. Offeror shall also disclose contractual relationships (i.e. joint ventures) with any of the individuals or entities involved in preparing the RFP, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or subconsultant) to Offeror or a member of Offeror's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.
2. **Explanation**

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

3. **Certification**

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

**Signature**  ___________________________________

**Name**  ___________________________________

(typed or printed)

**Title**  ___________________________________

**Company Name**  ___________________________________

___________________   ________, 201___  

**Date**

FOR OFFICIAL ABI USE ONLY:

Upon review of the response Offeror submitted in this certification, it is my determination that an organizational conflict ____ does / _____ does not exist.

__________________________________________  ____________________

Vice President and General Counsel     Date

Atlanta BeltLine, Inc.