



Request for Proposal

Murphy Crossing Jobs Related Economic Feasibility Analysis

Proposals Due:

Friday, November 13, 2015
3:00pm

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| RFP Issued | Wednesday, October 14, 2015 |
| RFQ/Pre-Proposal Conference Call* | Monday, October 26, 2015, 2:00pm |
| Deadline for submitting questions | Thursday, October 29, 2015 |
| Proposals due | Friday, November 13, 2015 at 3:00 p.m. |
| Interested firms may join the pre-proposal meeting via conference call at (404) 477-3652 pin# 3652 at 2:00pm EST | |
| Team Presentation/Interviews | Tentatively Week of November 16 th , 2015 |

Proposals shall be sealed and marked with RFP Title. Cost Proposals must be in a separate and sealed envelope included with your submission.

Submit 1 original and 1 complete copy and one copy via CD submitted with the original hard copy of the Response to:

Atlanta BeltLine, Inc.
Attention: Kim Nicholson, Procurement Officer
100 Peachtree Street, NW
Suite 2300
Atlanta, Georgia 30303

Please submit files in a single PDF format.

Refer questions to:

Atlanta BeltLine, Inc.
Attention: Jerald Mitchell jmitchell@atlbeltline.org
cc: knicholson@atlbeltline.org
100 Peachtree Street, NW
Suite 2300
Atlanta, Georgia 30303

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SECTION 1: INTRODUCTION

Section 1.1: PURPOSE OF SOLICITATION AND DESIRED OUTCOME

Atlanta BeltLine, Inc. (ABI) is seeking proposals from qualified firms, teams or individuals to perform an assessment that will inform ABI's effort to position a recently acquired property for the purpose of attracting jobs and improving overall economic conditions. The desired outcome of this solicitation is to establish an understanding, analysis and prioritized list of actions for the short, intermediate and long term activation of Murphy Crossing and other strategic sites in close proximity to include the framework for horizontal development and marketing of Murphy Crossing. This engagement should culminate with a comprehensive and detailed set of deliverables that effectively communicates the methods and means of implementing the recommendations identified by the study.

SECTION 2: PROJECT HISTORY

Section 2.1: Atlanta BeltLine Overview

The Atlanta BeltLine is the most comprehensive transportation and economic development effort ever undertaken in the City of Atlanta and among the largest, most wide-ranging urban redevelopment programs currently underway in the United States. The Atlanta BeltLine is a sustainable redevelopment project that will provide a network of public parks, multi-use trails and transit along a historic 22-mile railroad corridor circling downtown and connecting many neighborhoods directly to each other. Atlanta BeltLine, Inc. (ABI) is the entity tasked with planning and executing the implementation of the Atlanta BeltLine in partnership with other public and private organizations, including the City of Atlanta.

SECTION 3: SCOPE OF WORK

Project Requirements

In pursuing the list of feasible options for activation of Murphy Crossing and the surrounding area, there are several considerations that should be incorporated into this engagement's due diligence, strategy and actionable outcomes. The following section outlines specific considerations.

Section 3.1: Area Analysis

Data analysis of Murphy Crossing and contiguous neighborhoods with a detailed report to include the following:

- Workforce analysis to determine dominant skill sets in the neighborhoods contiguous to the site
- Existing industries analysis to determine which industries are thriving in the region and are best positioned for interest in locating on this site or in close proximity
- Sales and leakage analysis to identify service deserts and disposable income recapture opportunities
- Assessment for the feasibility of establishing economic development scenarios consistent with the recently completed Atlanta BeltLine Integrated Action Plan for Housing and Economic Development on this site; including
 - Assessment for the feasibility of a business campus inclusive of workforce housing
 - Strategic industries analysis to determine compatible external industries for attraction
- Five case studies to show other national models that are comparable (eg., Navy Yard in Philadelphia, Kendall Square)
- Two case studies to show other national models that were unsuccessful
- Participation in 1 -3 community reporting sessions

Section 3.2 Site Assessment

Conduct physical assessment of the site and surrounding parcels to determine highest and best job creating land uses. Include a detailed report.

- Buildings analysis of the existing structures on the site to determine potential for interim and long term adaptive re-use scenarios that encourage job growth
- Site specific development conceptual plans with explanations prioritized by highest and best use outcomes for job creation and overall site activation
- Identify preferred access/egress points to the site
- Identify potential parking configurations for the site
- Identify potential street grid for the site
- Recommend public safety measures
- Consider other infrastructure and activation measures
- Examine and make recommendations for zoning options for the site
- Consider the adopted Atlanta BeltLine Subarea Masterplan and Overlay District in recommendations

Section 3.3 Site Infrastructure Assessment

Conduct infrastructure analysis and modeling.

- Identify infrastructure needs that should be addressed to activate interim uses and increase the likelihood of intermediate and long-term redevelopment and job creation

Section 3.4 Other Activities in Close Proximity of the Murphy Crossing Site

The following existing, planned and proposed activities of significant nature that shall be considered include, at a minimum;

- Atlanta BeltLine Westside Trail Construction
- Fort McPherson Livable Centers Initiative
- Metro Atlanta Rapid Transit Authority - Oakland City mobility and connectivity to the 1050 Murphy Avenue site
- Atlanta BeltLine stormwater retention activity
- Analysis of compatible job creating sites in close proximity
- Streetscape needs
- Atlanta BeltLine technology infrastructure and economic development business plan recommendations
- Urban Land Institute (ULI), Georgia State and other studies conducted for the site
- White Street adjacent corridor
- Potential demolition of buildings at the 1050 Murphy Ave site
- Allene Avenue Urban Farm
- Economic Development Branding concepts

Section 3.5 Economic Modeling

- Economic Development Modeling work shall include the following deliverables
 - Model and analyze the overall potential impact of site activation considering recommended top 5 priority uses
 - Model, analyze and recommend drivers of job creation (technology, training centers, seed investment capital etc.)
 - Model and make recommendations for a phased activation approach including definitive triggers that dictate the sale of parcels
 - Identify federal, state and foundation sources of funding support for activation of the site
 - Establish feasibility, compatibility and potential collaboration with other activation initiatives in close proximity
 - Conduct cost benefit analysis based on structuring options, partnership models or disposition of portions of the site
 - Establish a high level marketing and communications strategy for the site

Section 4: Project Team Qualifications

Firms shall possess and include the following:

- Experience in the econometric analysis, design, attraction related economic development, real estate analysis and infrastructure planning
- Experience working with teams to deliver analysis and recommendations
- Experience working with municipal and quasi-governmental organizations
- References describing past performance with regarding quality of work
- References describing past performance regarding ability to meet deadlines
- Availability and ability to quickly begin and complete the study

A brief explanation of the process and approach for completing this study/assessment is required. In addition, outline the methodology that will most cost-effectively, timely and completely provide the information and recommendations required to accomplish this endeavor in a fiscally constrained, innovative and forward thinking way. In addition, all tasks shall be presented in a manner that identifies and ensures completion of all deliverables and includes a comprehensive final report, site plan and budget estimate for the recommended plan.

Section 5: Submission Requirements

Process:

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

DBE Participation:

ABI is committed to the practice of non-discrimination in the selection of team members and relationships with sub-contractors with a desire to reflect diversity in the participation of companies engaged in the Atlanta BeltLine project. ABI strongly encourages participation by Female Business Enterprises (“FBE”), Minority Business Enterprises (“MBE”), Small Disadvantaged Businesses (“SDB”), and Small Business Enterprises (“SBE”) in all contracts issued by ABI. These enterprises shall be collectively referred to in herein as DBEs. It is anticipated that as a part of a responsive submittal that DBE participation will be included. This Project has a Disadvantaged Business Enterprise (“DBE”) goal and Local business utilization goal. The goal for the Project has been set at 30%. All individuals or entities wishing to submit a proposal in response to this solicitation must complete the DBE Utilization Plan attached hereto as Exhibit A.

Proposal Submission Requirements:

All proposals will be evaluated on the qualifications of the team and the completeness and quality of the proposal content, and other factors provided herein. Only those proposals containing complete

information as required will be considered for evaluation. The proposals shall be limited to (20) numbered, single spaced pages not including the cover page and the required submittal forms.

Responding to this solicitation does not guarantee any further consideration during the selection process or any future work; nor will it disqualify the selected firm or team from participating in future solicitations with ABI.

All proposals, 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 any person, firm, or other entity in preparation of a response to this solicitation, including presentations to ABI and/or for participation in an interview shall be borne solely by the person, firm, or entity that submits qualifications and a proposal in response to this solicitation; ABI shall not be liable for any of these costs. At no time will ABI provide reimbursement for submission of a proposal.

1. Cover Letter

A Cover Letter shall be attached to every proposal. The Cover Letter must be no longer than (2) pages and include the following:

- RFP title and RFP due date and time
- Contact person's name, mailing or street addresses, phone and fax numbers and email address.

2. Team Description

Describe the individual or team's structure, areas of expertise, experience, and other information that would be helpful in evaluating the individual or team. Provide a professional resume for the individual or key team personnel, including key personnel of any joint venture member, or major sub-consultants proposed to be assigned to the project. Describe their unique qualifications and relevant experience on similar or related projects. Describe the individual or key personnel's proposed roles and responsibilities on this Project. Resumes should be included in the Supporting Materials section of the Response Form attached hereto as Exhibit B.

If submitting as a team: proposals must identify a proposed Project Manager who would be responsible for the day-to-day management of project tasks and would be the primary point of contact. Describe the Project Managers' experience with similar projects. List other projects to which the proposed Project Manager is currently assigned.

3. Project Approach – Technical Proposal

- In one page, describe your proposed approach to conducting the study
- Supply up to four images and/or examples of successful projects that support your qualifications and ability to conduct a feasibility analysis.
- Please submit your project approach by using the Technical Proposal Submission Form attached hereto as Exhibit C.

4. Project Cost Proposal to be included in a separate, sealed envelope

- Provide a concise, itemized budget, detailing costs associated with conducting the study activities listed in the project considerations above in the event that the Atlanta BeltLine chooses to move forward with the study.
- Please submit your cost proposal by using the Project Cost Proposal form attached hereto as Exhibit D.

5. Authorization to Transact Business

- All firms or business entities that submit a response to this RFP must be authorized to transact business in the State of Georgia, and must submit proof of compliance with Georgia Secretary of State filing requirements.

Section 6: Evaluation Criteria

The Evaluation Committee will consider any number of individual factors weighing on each firm's qualifications. These considerations will include (in no order of priority), but are not limited to the following:

- Qualifications of the Firm and Key Personnel
- Team composition and experience of individual team members
- Study Team Organization and Experience
- Vendor stability and market experience
- Related project experience on similar projects in the Atlanta area and nationally
- Economic Development experience
- Site development experience
- Method used to fulfill requirements
- Project Planning and Approach
- Flexibility to meet the unique needs of this project
- Project Cost Proposal
- Cover letter and response forms
- Project Examples

Total points that can be awarded for each proposal: 500

An evaluation committee convened by ABI and The Atlanta Development Authority d/b/a Invest Atlanta (IA) will evaluate the proposals. At the discretion of ABI, follow-up interviews may be conducted to further explore individual and team qualifications. However, ABI reserves the right at its discretion to select from the initial proposals without conducting interviews or further review.



Protests

Any protest of the RFP solicitation documents or process shall be submitted for resolution to Atlanta BeltLine, Inc.'s 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 shall be provided to the protester as soon as practicable.

Section 7: Schedule

Questions

Questions and requests for clarification regarding this RFP must be directed in writing, via email to the ABI personnel listed on the first page of this solicitation. The deadline for submitting such questions/clarifications is shown below. Questions and/or requests deemed material by ABI will be shared with all registered firms/teams, along with the corresponding response.

Proposals

By submitting a proposal, the Respondent is accepting the Terms and Conditions found in Section 8.3. Sealed proposals must be received no later than the date and time and at the location specified on the cover of this solicitation. The outside of the envelope shall plainly identify the RFP project title and the name and address of your firm. Proposals received after the deadline listed herein shall not be considered.

Schedule Dates

| | |
|---|---|
| RFP Issued | Wednesday, October 14, 2015 |
| Pre-proposal Meeting & Conference Call* | Monday, October 26, 2015, 2:00pm |
| Deadline for submitting questions | Thursday, October 29, 2015 |
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| Team Presentation/Interviews | Tentatively Week of November 16 th |

***Interested firms may join the pre-proposal meeting via conference call at (404) 477-3652 pin# 3652 at 2:00pm EST**

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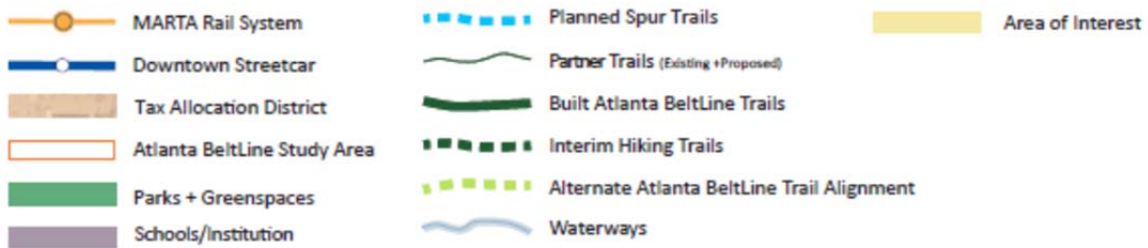
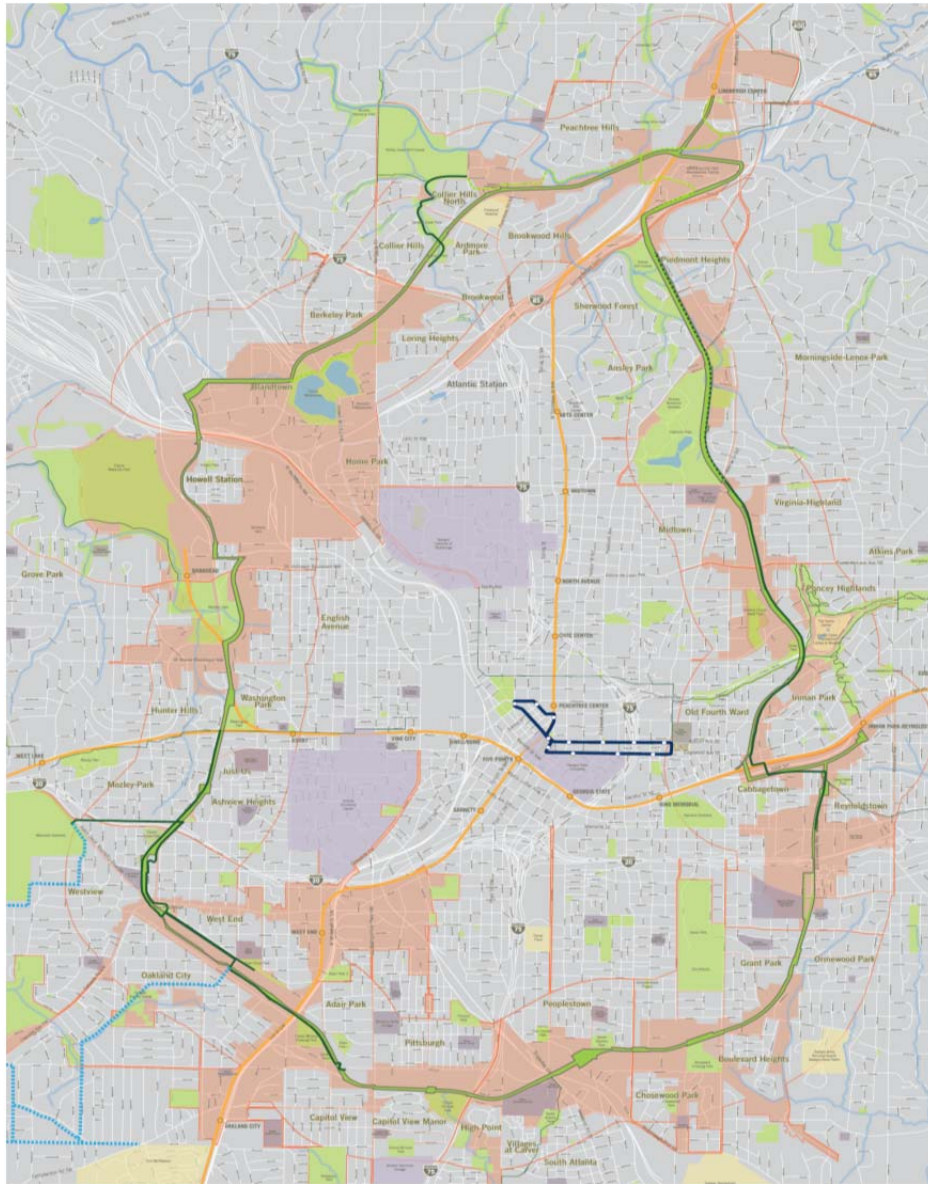
Section 8: Appendix

8.1: Atlanta BeltLine and Murphy Crossing Reference Maps

Murphy Crossing Reference Map (Murphy Site Outlined in Blue and the Atlanta BeltLine Corridor Highlighted in Green)



Atlanta BeltLine Reference Map (next page)



8.2: Terminology

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

ABI. Atlanta BeltLine, Inc. – Any designated party employed by the organization that serves as the implementation agent of this 30 year redevelopment project for The Atlanta Development Authority d/b/a Invest Atlanta (IA). Specifically related to this project are the Chief Executive Officer, Chief Operating Officer, General Counsel, Director of Economic Development and other designated team members.

Apparent Successful Offeror - The Offeror that submits the Proposal that ABI, in its sole opinion, considers the best overall value in accordance with the procedures set forth in the RFP. The apparent successful Offeror will not be awarded a contract if:

- A. The Offeror fails to comply with all applicable pre-award and pre-execution requirements of the RFP and/or contract,
- B. The parties are unable to reach agreement during negotiations on the final terms of the contract, or
- C. ABI chooses not to award a contract.

COA. The City of Atlanta, also referred to herein as “the City.”

DBE. Disadvantaged Business Enterprise – a company certified through one of the programs listed in this RFP as acceptable to ABI that meets the guidelines specified herein.

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

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

Owner(s). The legal or record owner of the property on which the Project is to be constructed will be the City of Atlanta or ABI, depending on locations.

Plans. When the context so indicates, “Plans” mean applicable conceptual, planning, design and construction drawings including plan, profile, typical cross sections, Working Drawings, Standard Details, Supplemental Standard Details, and supplemental Drawings or reproductions thereof or electronically displayed equivalents that show the location, character, dimensions, and details of the Work.

Project Records. Records or data of any type on any media including those produced by the firm, person or entity selected to perform the scope of work described in this solicitation, or its consultants, subcontractors, suppliers, or manufacturers that are related to the Project. Project Records may include, but are not limited to:

- A. Sample Feasibility Projects
- B. Micro cell experience



- C. Fiber backhaul experience
- D. Network Design experience
- E. Technical recommendations
- G. Schedules and schedule updates or revisions
- I. Technology analysis records
- J. Progress Meeting records
- K. Partnering records
- L. correspondence
- M. DBE participation records
- N. E-mails, and
- O. Any other documents related to the scope of work.

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

The Atlanta Development Authority d/b/a Invest Atlanta (“IA”). The official economic development authority for the City of Atlanta. Its purpose is to strengthen Atlanta’s economy and global competitiveness in order to create increased opportunity and prosperity for the people of Atlanta.

ULI. Urban land Institute

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8.3: Terms and Conditions

TERMS AND CONDITIONS

By submitting a proposal, the Offeror is accepting the Terms and Conditions below.

FEDERAL WORK AUTHORIZATION

Pursuant to O.C.G.A. §13-10-91, qualifying contractors and subcontractors performing work within the State of Georgia on a contract with ABI must register and participate in a federal work authorization program. A certification form verifying participation in such a program will be required of all Respondents in addition to the SAVE Program Affidavit required by O.C.G.A. §50-36-1 (e) (2).

PREVAILING WAGE Not applicable.

COSTS

Offeror will not be reimbursed for any costs incurred relating to the preparation or submission of a response to this RFP. All such costs are solely the responsibility of the Offeror. All submittals and supporting materials, as well as correspondence relating to this RFP, become the property of ABI when received upon receipt.

PROPRIETARY INFORMATION

ABI 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 Offeror has the obligation to identify proprietary information and trade secrets by clearly marking the documents "Trade Secret" as required by the Act. If ABI receives any request under the Act to examine or copy any of the Proprietary Information obtained pursuant to 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 ABI to be exempt from disclosure under the Act. Notwithstanding the foregoing, it shall be the obligation of the Offeror to take appropriate, timely legal action to secure the nondisclosure of the information requested, at its sole expense. ABI and the City shall cooperate in any action at law or equity in any court of competent jurisdiction to permit the Offeror to seek a protective order or other relief to prevent the disclosure of the Proprietary Information of 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.

ACCEPTANCE OF PROPOSALS

ABI reserves the right to reject any and all Proposals, to amend the Request for Proposals and the process itself, or to discontinue the process at any time.

CONTRACT RENEWAL

After the expiration of the term of any contract awarded as a result of this solicitation, 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.

PAYMENT

ABI shall make payment within sixty (60) to seventy-five (75) days upon receipt, inspection and acceptance of the work and all required documentation by 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.
 - i. \$500,000 combined single limit of liability per accident for bodily injury and property damage;
 - ii. Commercial form covering owned, non-owned, leased, hired and borrowed vehicles;
 - iii. Additional Insured Endorsement.

- 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 IA.

- h) The cancellation provision should provide 30 days' notice of cancellation (10 day 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 Contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-6 or better. Insurance Company must be authorized to do business by the Georgia Department of Insurance.

- 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 Offeror 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 Offeror and all subcontractors to include clauses



providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI, IA, the City of Atlanta and their officers, officials, employees, consultants, separate Contractors, and subcontractors.

m) Offeror waives all rights of recovery against ABI, IA, 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 waiver by Contractor) against ABI, IA, the City of Atlanta, and their officers, officials, employee and volunteers, consultants, separate contractors, and other subcontractors (including subcontractors of separate contractors).

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 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.

GENERAL TERMS AND 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 proposal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to ABI, IA, or the City of Atlanta, under debt or contract that is a defaulter, as surety or otherwise, upon any obligation to ABI, IA or the City of Atlanta that is deemed irresponsible or unreliable by ABI, IA or the City of Atlanta. If requested, the Offeror or proposed subcontractor (if retained as a manager) shall be required to submit satisfactory evidence that they have the necessary financial resources to provide the proposed services.
- D. From the date an Offeror's proposal is received through the date a contract is awarded to an Offeror, no Offeror may make substitutions, deletions, additions or other changes in the configuration of its proposal without ABI's express written consent.
- E. This RFP 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 RFP. In the event that this RFP is cancelled, a notice of cancellation shall be sent to all persons, firms, or entities that submitted responses 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 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 negligence or fault or default by the Offeror, its consultants, or subconsultants.
- 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.

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 Contractor or impair the Contractor's objectivity in performing the work. Clarifications may be sought by submitting a letter requesting clarification and stating the reasons why the firm believes potential organizational conflict of interest exists. In preparing this solicitation, a review of existing contracts with ABI should be undertaken, and the Offeror shall make known any consultants, subcontractors or sub-consultants that are specifically excluded from participating in this solicitation. All who respond to this RFP shall complete the Certification of No Organizational Conflict of Interest attached hereto as Exhibit E, 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 prime or lead contractors, 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 contractor, 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 contractor, consultant, subcontractor, or sub-consultant has no organizational conflict of interest.

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

CODE OF ETHICS

ABI's Code of Ethics applies to this solicitation. The Code of Ethics is attached as Exhibit F.

DBE PARTICIPATION

ABI is committed to the practice of non-discrimination in the selection of team members and relationships with sub-contractors with a desire to reflect diversity in the participation of companies engaged in the Atlanta BeltLine Project. ABI strongly encourages participation by Female Business Enterprises ("FBE"), Minority Business Enterprises ("MBE"), Small Disadvantaged Businesses ("SDB"), and Small Business Enterprises ("SBE") in all contracts issued by ABI. These enterprises shall be collectively referred to in herein as DBEs. It is anticipated that as a part of a responsive submittal, DBE participation will be included. This Project has a 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 through 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 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 Offeror. The invoices should also reflect a total amount of compensation paid to date to the Offeror and each DBE participant along with their corresponding percentage of the total compensation received. Offeror will also be responsible for submitting lien waivers from each of its DBE participants for all payments received, where necessary, and affirm that the Offeror is current with all payment obligations due to the DBE participants at



the time of the submission of an invoice for payment. Offeror shall be deemed a Constructive Trustee of the funds paid to it that are to be disbursed to a specific DBE participant. Failure to pay sums due to DBE participants shall be deemed a material breach of the terms of any agreement to which Offeror may become a party as a result of its selection as the Offeror.

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

- City of Atlanta – Office of Contract Compliance (FBE/MBE Certification): 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 certification reflects minority or women-owned status. Requirements are found at www.sba.gov
- Georgia Department of Transportation (DBE Certification): One Georgia Center, 600 West Peachtree NW, Atlanta, GA 30308, Tel: (404) 631-1990. DBE Helpdesk: (404) 631-1273.
- MARTA (DBE Certification): 2424 Piedmont Road NE, Atlanta, GA 30324, Tel: (404) 848-5270 Fax: (404) 848-4302, Email: asmith1@itsmarta.com
- Georgia Minority Supplier Development Council, Inc. (DBE Certification): 759 West Peachtree Street, Suite 107, Atlanta, GA 30308, Tel: (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. Applicants must include copies of MBE, FBE, SDB, and/or DBE certifications for the contractors and subcontractors listed in their submittal packages, if any.

ABI is an Equal Opportunity Employer.

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8.4: Exhibits (contained on pages that follow)

- Exhibit A - Disadvantaged Business Enterprise Utilization Plan
- Exhibit B - Response Form
- Exhibit C - Technical Proposal Submission Form
- Exhibit D - Project Cost Proposal
- Exhibit E - Certification of No Organizational Conflict of Interest
- Exhibit F - ABI Code of Ethics



Exhibit A –

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

PROPOSAL PERCENTAGE: % _____

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

| DBE Firm | Description of Work | Value | % Of Project |
|----------|---------------------|-------|--------------|
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | | |



Exhibit B – Response Form

Project: Atlanta BeltLine Murphy Crossing Jobs Related Economic Feasibility

The following required items shall be completed and presented with each proposal. Each document shall be completed/executed as appropriate. **Please include the cost proposal in a separate, sealed envelope identified as “Cost Proposal”.**

Provide one (1) signed and dated Original, and five (5) complete copies of the Original, including all required documents and one copy via CD. Identify this package as the “Technical Proposal”.

| Item Number. | <u>Required Items</u> | <u>Check</u> |
|--------------|---|--------------|
| 1 | <u>Cover Letter</u> | |
| 2 | <u>Individual/Team Description</u> | |
| 3. | <u>Successful Project Samples</u> | |
| 4 | <u>Qualifications</u> | |
| 5 | <u>Technical Proposal – DO NOT INCLUDE COST WITHIN THE TECHNICAL PROPOSAL</u> | |
| 6 | <u>Supporting Material</u> | |
| 7 | <u>Sealed Cost Proposal</u> | |

Date: _____

Firm Name: _____

By: _____

Title: _____

Telephone Number: _____

Email Address: _____



Exhibit C

TECHNICAL PROPOSAL SUBMISSION FORM
Murphy Crossing Jobs Related Economic Feasibility

(Name of Offeror)

The above Offeror hereby submits its Technical Proposal, consisting of the following items:

(Instructions: Specifically list all items submitted with the Technical Proposal, including number of narrative pages, assessments, reports, etc. Attach or incorporate additional pages as necessary. Refer to the Project Requirements for additional instructions regarding Technical Proposal submission.)

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

1. The Offeror has received and considered complete copies of Addenda ____ through _____ (if any issued).
2. The Firm, other Major Participants and key personnel indicated by the Offeror in its Statement of Qualifications and Technical Proposal will be used on this Project in the same manner and to the same extent as so indicated.
3. All of the statements, representations, covenants and/or certifications set forth in the Offeror's Proposal are still complete and accurate as of the date hereof.
4. This Technical Proposal is responsive and responsible.
5. The person signing below is legally authorized to do so.



*Request for Proposals
Atlanta Beltline Murphy Crossing
Jobs Related Economic Feasibility Study*

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

OFFEROR

Date

[Sign in Ink]

By: _____
[Name and Title Printed]

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Exhibit D – Project Cost Proposal

COST PROPOSAL – Must be in a separate and sealed envelope

Murphy Crossing Jobs Related Economic Feasibility

(Name of Offeror)

The above named Offeror hereby offers to perform and complete all Work specified or indicated in the Request for Proposals in conformity with the same for the Cost shown below.

LUMP SUM COST

(Lump Sum Cost in words – typed or printed in ink)

\$ _____
(Lump Sum Cost in numbers – typed or printed in ink)

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

1. All representations and/or certifications required of the Offeror by the RFP and the Contract are complete and accurate.
2. The Offeror’s Price Proposal is complete and accurate and conforms to all applicable requirements of the RFP and the Contract.
3. The person signing below is legally authorized to do so.

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

OFFEROR

Date

[Sign in Ink]

By: _____

Exhibit E

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 _____
(type or print)

Title _____

Company Name _____

Date _____, 201__

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
Atlanta BeltLine, Inc.

Date

Exhibit F

ATLANTA BELTLINE, INC.

CODE OF ETHICS

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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.