



Request for Qualifications and Technical Proposal

For

Atlanta BeltLine Conduit Utilization

Due Date/Time: Thursday, March 9, 2017, 3:00pm

**Pre-Proposal Meeting/Conference Call: Thursday, February 9, 2017, 10:00am
(404) 602-9526 (pin# 1890199330)**

Submittals shall be sealed and marked with RFQ Title.

**Submit 1 original, 1 complete copy and one electronic copy in a single PDF format (CD or flash drive)
of the Response to:**

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

Refer written questions to:

Atlanta BeltLine, Inc.
Attention: Kim Nicholson, Procurement Officer
knicholson@atlbeltline.org

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SECTION 1: INTRODUCTION

Section 1.1: Purpose of Solicitation

Atlanta BeltLine, Inc. (ABI) desires to obtain interest, information and proposals resulting in the selection of an operating partner to manage conduit duct bank infrastructure owned and/or controlled by ABI. This solicitation also seeks ABI compatible responses that will meet the current and future needs of businesses, institutions, government entities, and/or residents of the Atlanta BeltLine planning area through phased utilization of the ABI conduit duct-bank infrastructure.

ABI welcomes responses from all qualified entities, including incumbent telecommunications companies, cable companies, competitive providers, corporations and other entities that are able to construct, supply, analyze and support next-generation broadband, utility or other related services.

Utilization of this conduit duct bank infrastructure is important to further catalyze equity, quality development, business growth and attraction, reduce the digital divide, and to promote economic vitality and well-being around the ABI planning area. As more households, businesses, and community organizations require Internet connectivity and innovative exposure to the Internet of Things, it is ABI's goal to utilize the Atlanta BeltLine conduit to support and drive infrastructure that catalyzes the implementation of feasible products and services. Further, ABI seeks to leverage Atlanta BeltLine conduit infrastructure to monetize this asset as a resource for ABI's programmatic objectives.

Section 1.2: Desired Outcome

Responses to this RFQ shall provide information that will assist ABI with the following:

- Identification of a partner with the experience, exposure, and expertise to manage and operate the ABI conduit duct bank infrastructure;
- Attraction of broadband and/or utility providers interested in utilizing ABI conduit infrastructure in building and providing next-generation services and utilities to support economic development, job creation, ABI programmatic objectives, education, and residential and business connectivity;
- Make broadband connectivity available of 10 Gigabits or greater for businesses and institutions on an affordable and timely basis;
- Attract conduit clients that can offer low-cost "lifeline" Internet or Wi-Fi services to disadvantaged residents based upon certain qualifications to increase the adoption of broadband in the area;
- Attract conduit clients that will meet future bandwidth, performance, and quality requirements in accordance with future technology advances;
- Support establishment of wireless network hotspots in public spaces in areas adjacent to portions of the wired network, and throughout the Atlanta BeltLine corridor (current and future);
- Support establishment of a "Smart Corridor" around the Atlanta BeltLine that accommodates future needs by using the Atlanta Beltline as the spring-board for connectivity to homes, businesses, roadways, schools, healthcare, light poles, traffic signals and related infrastructure;

- Propose a complete strategic scenario for how the conduit duct bank management partner will manage, monetize (including a financial plan) and attract businesses to the conduit duct bank infrastructure.

To achieve these goals and objectives, the Atlanta Beltline value proposition to a potential partner includes various significant cost-saving and revenue-enhancing incentives, such as:

- Support with local regulatory and permitting activities;
- Identification of tax, enterprise zone, and other financial incentives;
- Coordination with planned construction activities;
- Access to owned conduit infrastructure (eliminating the need to build); and,
- Access to owned facilities or properties within reason.

ABI expects potential partners to help provide funding for the design, construction, operation, and maintenance of a network, infrastructure and operations if required.

SECTION 2: PROJECT HISTORY

Section 2.1: Atlanta BeltLine Overview

About Atlanta BeltLine, Inc.

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. ABI is the entity tasked with planning and executing the implementation of the Atlanta BeltLine in partnership with other public and private organizations, including City of Atlanta departments.

The Atlanta Development Authority d/b/a Invest Atlanta (IA) – IA was formed in 1997 as a state of Georgia registered local government authority. Invest Atlanta is the official economic development authority for the City of Atlanta. Its purpose is to strengthen Atlanta’s economy and global competitiveness in order to create increased opportunity and prosperity for the people of Atlanta. Invest Atlanta is governed by a nine-member board of directors, chaired by the Mayor of Atlanta. Invest Atlanta’s programs and initiatives focus on developing and fostering public-private partnerships to accelerate job creation/economic growth, neighborhood revitalization/investment and innovation/entrepreneurship. Invest Atlanta’s economic tools include bond financing, revolving loan funds, housing financing, tax increment financing and tax credits. IA will be a member of the project steering committee.

SECTION 3: SCOPE OF WORK

Section 3.1: AVAILABLE INFRASTRUCTURE, FACILITIES AND SERVICES

As stated above, ABI may entertain making certain infrastructure, facilities, and services available to potential private sector partners, utilities and broadband providers attracted by the operating partner. These inducements are described briefly in this section and in the attached Atlanta BeltLine Trail Network Map. Where available and to the extent consistent with applicable law, ABI will make these assets available on a partnership basis utilizing an open procurement process. In doing so, ABI will consider the unique benefits that providers of a next-generation broadband network will bring to the Atlanta Beltline and the communities that it serves.

The terms and conditions on which the infrastructure, facilities, and services would be made available are subject to negotiation between the parties. In certain cases, access to these assets may require consent of third parties (e.g. The Atlanta Development Authority d/b/a Invest Atlanta). In such situations, ABI would work with potential partners or service providers to obtain any necessary approvals.

A. Fiber-Optic Infrastructure

Where available, and to the extent consistent with applicable law, ABI may be willing to make conduit available to broadband providers pursuant to leases or indefeasible right of use (IRU) agreements and/or split revenue partnership arrangements. The operating partner would be responsible for managing the buildout and lighting of the user's infrastructure.

B. Conduit/Inner duct

Where available, and to the extent consistent with applicable law, ABI may be willing to make existing conduit available to a broadband providers and may require the use of inner duct systems.

C. Public Rights-of-Way

The right to construct and install equipment in public right-of-ways (ROW) and easements outside of the Atlanta Beltline ROW will be subject to the applicable requirements and ordinances of the City of Atlanta, including ROW use agreements, permits, or franchises, as applicable. ABI will not allow the use of non-conduit ROW next to the conduit duct bank on properties controlled by ABI. Inside the Atlanta Beltline all ROW will be exclusively available through the Atlanta Beltline conduit system. ABI also seeks information on additional ways in which these processes can be streamlined so as to facilitate broadband development while maintaining the safety and integrity of the public rights- of-way.

Access will be provided in accordance with the applicable requirements or ordinances identified Atlanta BeltLine Trail Networks Map. As a general matter, ABI contemplates that a broadband provider will acquire permission to occupy ROW in one of the following ways; by becoming a State-certificated competitive local telephone carrier ("CLEC") or by obtaining a master ROW permit/use agreement from the City of Atlanta, if applicable.

D. Wireless Facility Siting

ABI may explore the potential for leasing towers, rooftops, and other space for wireless broadband services, if necessary, as a part of an Atlanta BeltLine conduit utilization partnership. ABI desires the services of wireless broadband providers to deliver Wi-Fi, Wi-Max and Fixed Licensed/Unlicensed Wireless, to the Atlanta BeltLine corridor, and Atlanta Beltline parks and greenspace at a minimum, with the ability to expand into areas owned or controlled by IA or ABI as the secondary means of transport connectivity.

E. Co-Location

ABI may consider providing access to segregated, secured spaces for network equipment within facilities that it owns or controls or on property adjacent to such facilities.

F. Other Assets, Facilities, Services

ABI may consider providing access to other assets and services that it owns or controls that would assist in lowering the overall cost structure and shortening the design and construction schedule of a next-generation fiber-optic broadband network (after execution of a non-disclosure agreement). These include:

- Access to GIS data, street maps, maps of terrain, GPS coordinates and locating services;
- Access to any publicly available data on demographics, zoning layouts, businesses and community anchors.

G. Possible Forms of Assistance Relating to the Permitting/Regulatory Process

To the extent not previously covered, ABI may consider doing the following, as well as other forms of assistance that the broadband provider may suggest.

- **Fees and Charges.** ABI may consider the provision of in-kind services to offset applicable fees, or charges.
- **Enterprise Zones.** ABI may explore designation and implementation of enterprise zone or economic development designations to reduce costs to the extent appropriate and allowed by applicable law.

Section 3.2: NON BINDING COMMITMENTS

Issuance of this RFQ does not constitute a contract for procurement under applicable laws. Nothing in the RFQ shall preclude ABI from obtaining relevant information from other sources or through other processes, nor shall the RFQ in any way create an association, partnership, or joint venture among Respondents and ABI. The issuance of the RFQ and any subsequent response by a Respondent does not create a binding obligation on the part of ABI, to enter into any form of agreement with the Respondent, for the development of a broadband network, or otherwise.

Section 4: Project Team Qualifications

Firms or persons responding to this RFQ shall possess and include the following:

- Experience in the telecommunications, technology, design, network design, attraction related economic development, real estate analysis, and infrastructure planning; utility experience is a plus
- Experience working with teams to deliver analysis and recommendations
- Experience working with municipal and quasi-governmental organizations
- References describing past performance with regard to quality of work
- References describing past performance regarding ability to meet deadlines
- Availability and ability to quickly move forward with providing further information and beginning any potential project

The established 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:

- Vendor stability and market experience
- Private sector relationships and ability to attract users
- Related project experience on similar projects in the Atlanta area
- Related project experience on similar projects nationwide
- Economic Development experience
- Site development experience
- Method used to fulfill requirements
- Team composition and experience of individual team members
- Project Planning and approach
- Flexibility to meet the unique needs of this project

Section 5: Proposal Submittal Requirements

Statements of Qualifications and Technical Proposal Response Requirements:

PROCESS

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

This procurement may be canceled at any time if, in the opinion of ABI, the project goals will not be achieved by awarding a contract, or the firms or teams are considered non-responsive, or at the convenience of ABI. The procurement process may be revised at any time during the solicitation,

selection, evaluation and negotiation phases up to the final award.

DBE GOALS

ABI is committed to the practice of non-discrimination in the selection of team members and relationships with subcontractors with a desire to reflect diversity in the participation of companies engaged in the Atlanta BeltLine effort. ABI strongly encourages participation by DBEs (FBE, MBE, SDB and SBE entities) in all contracts issued by ABI. ABI anticipates that as a part of a responsive proposal, DBE participation will be included. All Offerors shall include specific information on the role of DBEs on their team. Minority and Female Owned Business Enterprises must be certified by Georgia Department of Transportation, the City of Atlanta, Georgia Minority Supplier Development Council, MARTA, or the Federal Government. SBE participants must be certified by the City of Atlanta. SDB participants must be certified by the U.S. Small Business Administration (SBA). Applicants must include copies of DBE certifications for their sub-contractors with their Proposals.

The goal for the Project has been set at 30% reflecting a diverse range of firms. Firms/Teams are encouraged to involve DBE firms in all aspects of the work, not just in the community engagement or outreach areas.

Firms/Team should be aggressive in their outreach to DBE firms in order to ensure the established goal is met.

QUESTIONS

Questions and requests for clarification regarding this RFQ must be directed in writing, via email to the person listed below. The deadline for submitting such questions/clarifications is **Thursday, February 16, 2017, by 3:00 pm**. If a substantive clarification is in order, ABI will issue an addendum to all recorded holders of the RFQ no later than 72 hours prior to the date the response to this solicitation is due. All questions of a material nature will be shared with all registered firms/teams and posted on the ABI website.

Kim Nicholson, Procurement Officer

E-mail:

knicholson@atlbeltline.org

RESPONSE

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

PROPOSALS DUE

Sealed proposals must be received no later than the date and time and at the location specified on the cover of this solicitation. The outside of the envelope shall plainly identify the RFQ with the project title, and the name and address of the Offeror. Proposals received after time or date listed herein shall not be considered. Proposals received after the scheduled closing time for filing may be returned to the Offeror unopened.

PROCUREMENT SCHEDULE:

Questions/Inquiries due	Thursday, February 16, 2017 by 3pm
Addendum Issued	Tuesday, February 21, 2017 by 3pm
Proposals due	Thursday, March 9, 2017 by 3pm

PROTESTS

Any protest related to this procurement, the solicitation documents or process shall be submitted for resolution to Atlanta BeltLine, Inc.'s Procurement Officer, 100 Peachtree Street, Suite 2300, Atlanta, GA 30303.

Such protest shall be in writing and shall be supported by the information necessary to enable the protest to be considered. A protest will not be considered if it is insufficiently supported or it is not received within the time limits specified herein. A protest based upon terms, conditions, or form of a proposed procurement action shall be submitted so that it is received by ABI no later than (5) business 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.

PROPOSAL REQUIREMENTS

Proposals must be clear, succinct and **not exceed 15 double sided pages**, excluding Proposal Forms and Attachment materials. Any pages that exceed the page limitation may not be read or considered.

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

Proposals shall include estimated project costs on a monthly billing cycle.

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

1. COVER LETTER

A Cover Letter shall be attached to every Proposal. The Cover Letter must include the following:

- RFQ Project title;
- Name(s) of the person(s) authorized to represent the Offeror in any negotiations;
- Name(s) of the person(s) authorized to sign any contract that may

result from this solicitation;

- Contact person's name, mailing or street addresses, phone and fax numbers and email address

A legal representative of the Offeror who is authorized to bind the Offeror in contractual matters must sign the Cover Letter.

2. FIRM DESCRIPTION Describe your firm's legal structure, areas of expertise, length of time in business, number of employees, and other information that would be helpful in characterizing the firm. Describe the firm's internal procedures and/or policies associated or related to work quality and cost control. Describe the resource availability to perform the work for the duration of the project. Provide the address of the firm's home office and the address of the office that will manage the project, if different.

3. PROJECT TEAM Include an organizational chart detailing the division of responsibilities among key personnel. Offerors may provide a professional resume for the key personnel to be assigned to the project. If provided, resumes must be included as an attachment to the Technical Proposal Submission form that is attached hereto as **Exhibit A.1**.

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 with your firm.

4. TEAM EXPERIENCE Submit a minimum of three examples of projects that you or your firm has completed, and that are reflective of the subject of this RFQ. For each example, identify the type of project, size, budget, company's role, client name and contact information, and indicate what role (if any) the proposed Project Manager or other team members had.

When submitting projects for which an individual firm worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead firm.

Please remember that any extensive descriptions of vaguely related projects are discouraged and could negatively impact the overall outcome of the evaluation.

5. PROJECT UNDERSTANDING

ABI will evaluate the Offeror's understanding of the work completed to date, and the role and commitment to delivering solutions that meet or exceed the minimum technical requirements as defined in the Scope of Services and Deliverables.

Describe the tasks that must be accomplished in order to complete the Project. Provide a narrative description of how the firm proposes to execute the tasks during each phase of the Project. Identify the products that would result from each task. Your firm shall rely on its expertise and experience with similar projects to demonstrate how it will effectively complete the proposed Project.

If applicable, discuss any unique aspects of the Project and/or alternative approaches and/or special considerations ABI might wish to consider.

6. CERTIFICATION

Persons or entities providing proposals to this solicitation shall submit a Certificate of Existence from the Georgia Secretary of State if responding on behalf of a business entity.

7. SUPPORTING MATERIAL

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

8. PROPOSAL FORMS

The following forms found in **Exhibit A ("Submittal Forms")** must be completed and submitted with the proposal:

Technical Proposal Submission Form

Disadvantaged Business Enterprise Utilization Plan

S.A.V.E. Program Affidavit

Contractor Affidavit Under O.C.G.A. §13-10-91-(b)(1)

Receipt of Addenda (signature page of each addendum if any issued)

Certification of No Organizational Conflict of Interest Certification Form

Section 6: Evaluation Criteria

CRITERIA

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

- **15 Points:** Work to be performed and procedures to be used are described clearly and are sufficient to meet the needs of ABI.
- **20 Points:** Utilization scenario development, explanations and concept options.
- **20 Points:** Qualifications and experience of personnel to be assigned to the engagement and quality of the firm's management support available

for technical consultation. Include any credentials held by each team member.

- **15 Points:** Examples of the firm performing similar services for other entities (please list those organizations and provide contact information for reference checks).
- **15 Points:** Composition of the firm organization and subcontractors if any, including DBE participation.
- **15 Points:** Potential Revenue Model

TOTAL MAXIMUM POINTS: 100

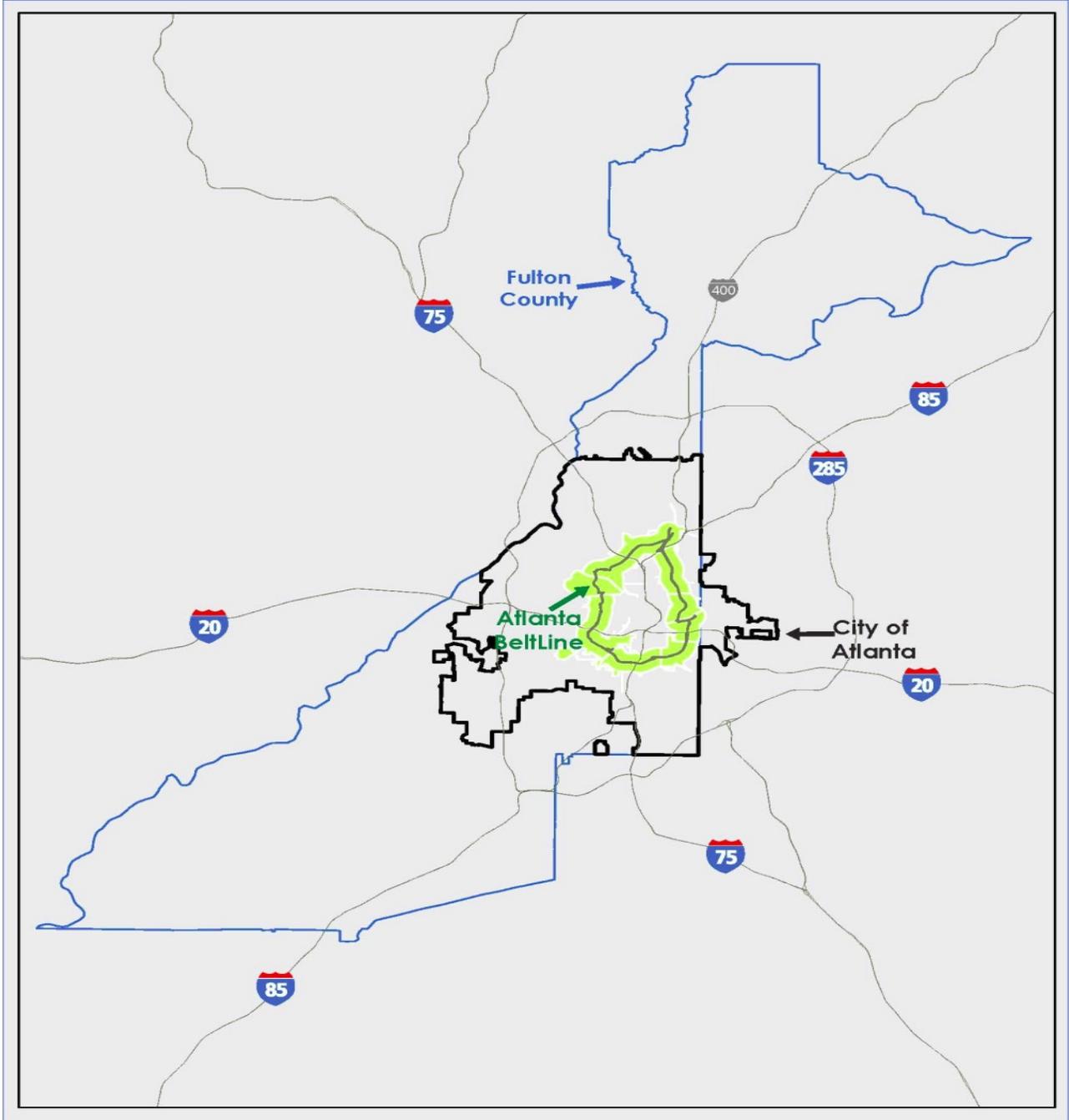
An evaluation committee convened by ABI will evaluate the proposals. At the discretion of ABI, follow-up interviews may be conducted before a final selection is made.

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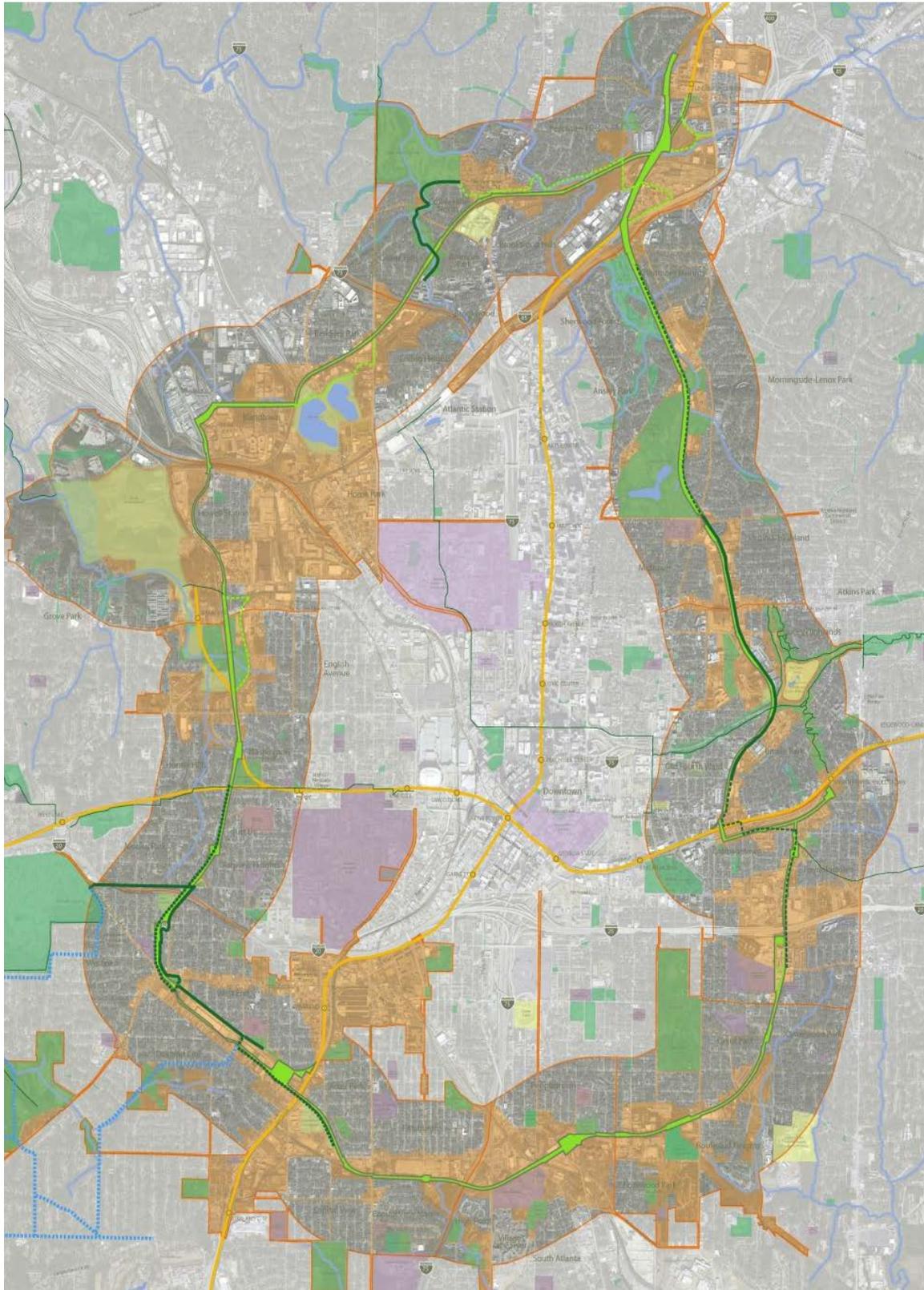
Section 7: Reference Maps

7.1: Atlanta BeltLine Reference Maps

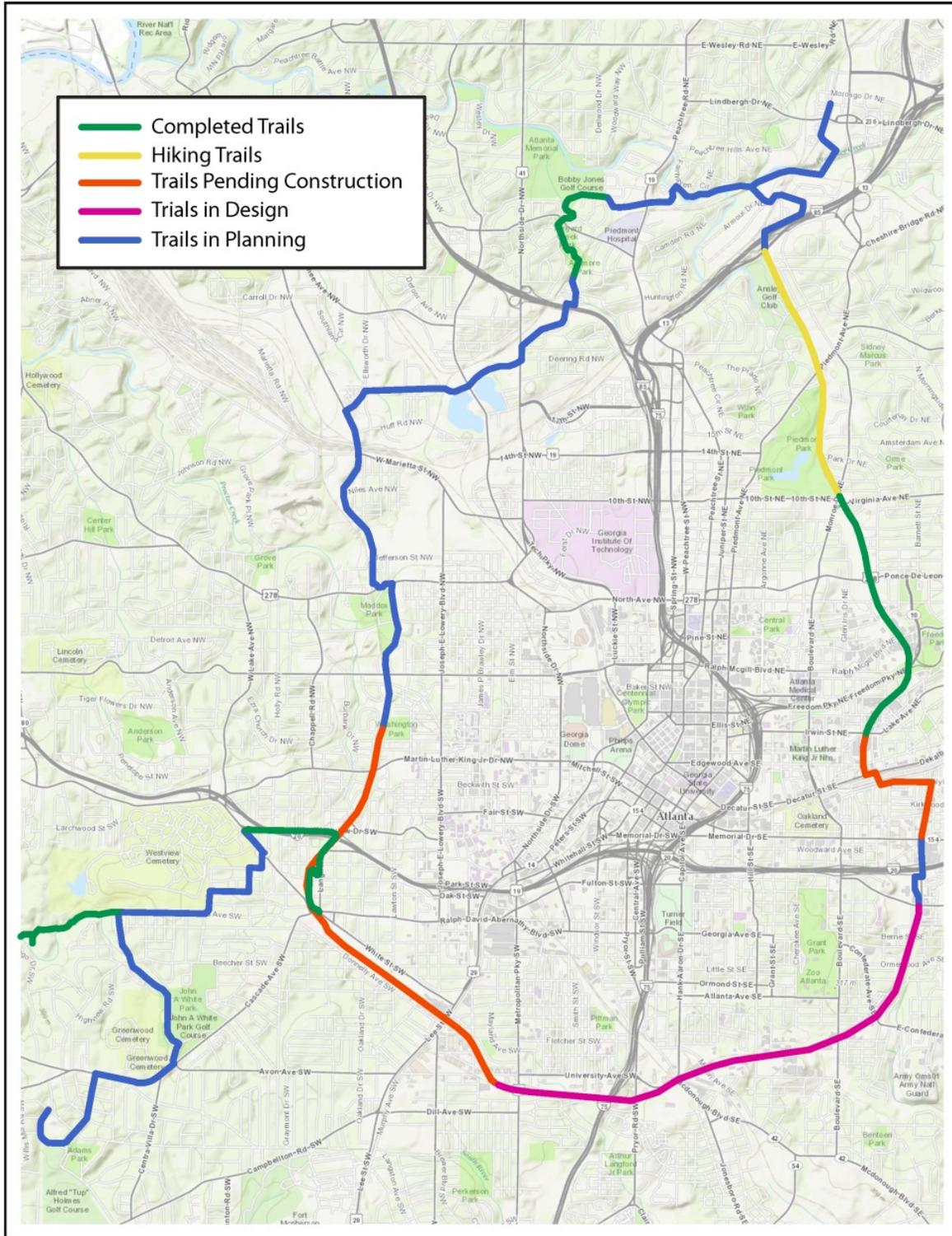
ATLANTA BELTLINE REGIONAL GEOGRAPHY MAP



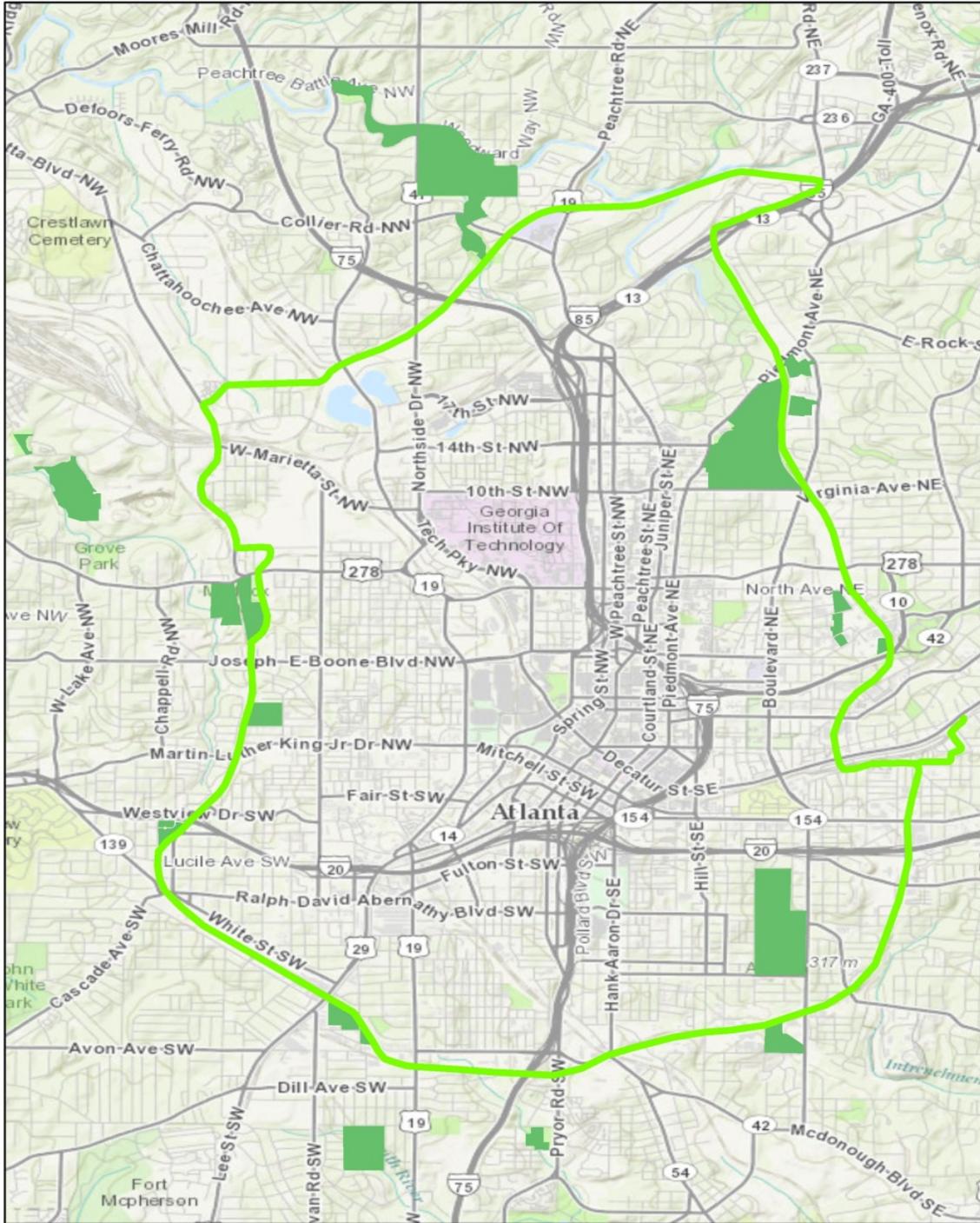
ATLANTA BELTLINE PLANNING AREA AND TAX ALLOCATION DISTRICT MAP



ATLANTA BELTLINE TRAIL NETWORK MAP



ATLANTA BELTLINE GREENSPACE MAP



Section 8: Terms and Conditions

8.1: Project Definitions and Abbreviations

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

ABI. Atlanta BeltLine, Inc. – a funding partner for the Project, developer of assets, project manager and technical lead for the Project, and the contracting entity on behalf of the City of Atlanta.

Agreement. The document executed by ABI and the Consultant entitled “Consulting Services Agreement”. ABI reserves the right to make changes to this draft agreement based upon the final agreed upon scope of work and the negotiations with the selected Offeror.

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

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

City of Atlanta (COA). A funding partner for the project, and the ultimate Owner of portions of the project assets that are within its right-of-way.

Disadvantaged Business Enterprise (DBE). A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis. For the purposes of this RFQ, a DBE must be certified through one of the programs listed in Section 8 of this RFQ, and meet the specific guidelines contained therein.

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

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

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, generally the City of Atlanta or The Atlanta Development Authority d/b/a Invest Atlanta acting by and through ABI,

the Owners' implementation agent for this Project.

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

Project Records. Records or data of any type on any media including those produced by the Consultant of Record or its subcontractors, suppliers, or manufacturers that are related to the Project. Project Records may include, but are not limited to:

- A. Plans
- B. Working Drawings
- C. Specifications
- D. Stakeholder comments
- E. Design notes and computations
- F. Catalog cuts
- G. Schedules and schedule updates or revisions
- H. Quality control Plans and related documentation
- I. Equal opportunity and affirmative action
- J. Progress Meeting records
- K. Partnering records
- L. Correspondence
- M. DBE participation records
- N. E-mails
- O. Any other documents related to the scope of work.

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

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8.2: Contract Terms and Conditions

Contract Terms and Conditions. ABI wishes to develop a contract that appropriately places risk with the party most able to address the issue, to ensure that all parties to the contract are appropriately protected and to maintain their responsibility to serve as an effective steward of public funds while advancing the Project.

GENERAL TERMS AND CONDITIONS

A. All applicable State of Georgia and Federal Laws, City of Atlanta and County ordinances, 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 RFQ may be canceled 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 RFQ. In the event that this RFQ is cancelled, a notice of cancellation shall be sent to all persons, firms, or entities that submitted responses to this RFQ.

F. Offeror's status shall be that of an independent contractor, and neither it nor any of its employees or subcontractors is or shall be an agent, servant or employee of ABI, IA or the City;

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

Organizational Conflicts of Interest and Excluded Parties. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract or lease may, without some restriction on future activities, result in an unfair competitive advantage to the Consultant or impair the Consultant's objectivity in performing the work. Clarifications may be sought by submitting a letter requesting clarification and stating the reasons why the firm believes potential organizational conflict of interest exists. In preparing this solicitation, a review of existing contracts with ABI should be undertaken, and the Offeror shall make known any consultants, subcontractors or sub-consultants that are specifically excluded from participating in this solicitation. All who respond to this RFQ shall complete the Certification of No Organizational Conflict of Interest attached hereto as part of **Exhibit A.5**, and submit it as part of its response to this RFQ. 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 RFQ except under the following circumstances:

1. If the contractor, consultant, subcontractor or sub-consultant completes the Certification of No Organizational Conflict of Interest; and
2. If ABI Legal Counsel agrees that the contractor, consultant, subcontractor, or sub-consultant has no organizational conflict of interest.¹

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

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 any applicable payment within (60) to (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.

¹ After this RFQ has been published, no Offeror shall make direct contact with any member of ABI staff other than the persons listed on the first page of this RFQ.

- 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).

Code of Ethics. ABI's Code of Ethics applies to this solicitation. The Code of Ethics is included as **Exhibit B**.

Change of Team Members or Key Personnel. Inasmuch as firms and/or teams will be judged based on their response to the RFQ, 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 to perform the work.

In order for a firm/ team to remain qualified to submit a proposal, the consultant or a Joint Venture team

identified in the response to the RFP must remain on the team for the duration of the procurement process and any subsequent contract award.

Buy America. N/A

Background Checks and Drug Testing. The selected consultant may be required to implement a drug free workplace program including pre-employment testing and background checks including social security number verification. Any employee assigned to the project may be subject to background screening through “Livescan” administered by the Georgia Bureau of Investigation.

Federal Work Authorization. Pursuant to O.C.G.A. §13-10-91, qualifying contractors and subcontractors performing work within the State of Georgia on a contract with ABI must register and participate in a federal work authorization program. A certification form verifying participation in such a program will be required of all Offerors in addition to the S.A.V.E. Program Affidavit required by the COA in compliance with O.C.G.A. §50-36-1 (e) (2). **See Exhibit A.3.**

Prevailing Wage. Not applicable.

Proprietary Information. ABI recognizes that material in its possession or in the possession of the COA or any other government agency is subject to public examination and copying under the Georgia Open Records Act, O.C.G.A. §50-18-70, *et.seq.* (The “Act”). **Offeror has the obligation to identify proprietary information and trade secrets by clearly marking the documents “Trade Secret” as required by the Act.** If ABI receives any request under the Act to examine or copy any of the Proprietary Information obtained pursuant to this Agreement, it will immediately notify the Offeror of such request and will respond to the requesting party within the time allowed by law, indicating to the requesting party that the information requested constitutes trade secrets and therefore is considered by ABI to be exempt from disclosure under the Act. Notwithstanding the foregoing, it shall be the obligation of Offeror to take appropriate, timely legal action to secure the nondisclosure of the information requested, at its sole expense. ABI and the COA 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 Proposing firm / team to parties requesting disclosure under the Georgia Open Records Act; provided, however, that Offeror shall be required to indemnify ABI, IA and COA for any and all costs, expenses, or claims arising from such matter(s).

EX PARTE COMMUNICATION:

Please note that to insure the proper and fair evaluation of a proposal or bid, ABI prohibits ex parte communication initiated by a Bidder or Offeror to an ABI Employee, Consultant, Contractor, Volunteer, Board Member, Graduate or Undergraduate Fellow, City of Atlanta Official (i.e. City Council Member, Mayor, etc.), or any ABI Affiliates, evaluating or considering the proposal or bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone call, email and in-person. Communication between a Bidder or Offeror and ABI must be directed in writing to the Procurement Officer or other contact person designated by ABI only. The Procurement Officer or designated contact person will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending Bidder or Offeror from consideration or award of a bid or proposal and repeat offenders may be disqualified from responding to solicitations for future projects.

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 this RFQ as Disadvantaged Business Enterprises (“DBEs”). It is anticipated that as a part of a responsive proposal, 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 a DBE may not apply and be selected independently, as DBEs that meet the qualifications of this RFP are encouraged to submit their qualifications for consideration. In order to participate as a DBE on the contract, said DBE must be certified (as an FBE, MBE, SDB, SBE or DBE) through GDOT, the Georgia Minority Supplier Development Council, the U.S. Small Business Administration, or the City of Atlanta. SBEs must be registered with the City of Atlanta and are defined in Section 2-1357 of Division 9 of the City of Atlanta Code of Ordinances, as amended. ABI maintains data on the utilization of DBE entities on all contracts with the utilization of ABI’s Subcontractor/Subconsultant Utilization and DBE Participation Certification.

Each Offeror for ABI shall list any and all Female, Minority, Small Disadvantaged Business, Small Business Enterprises, and/or Disadvantaged Business Enterprises (FBE, MBE, SDB, SBE, and/or DBE) that have been or will be utilized on this contract; the amount of revenue received or to be received by the DBE; and the percentage of the overall Scope of Services the specific DBE will provide under the contract. All invoices should be in a format approved by the ABI Project Manager and reflect the sums to be received by DBEs (FBEs, MBEs, SDBs, and SBEs) from the total payment to be received by the Offeror. The invoices should also reflect a total amount of compensation paid to date to the Offeror and each DBE participant along with their corresponding percentage of the total compensation received. Offeror will also be responsible for submitting lien waivers from each of its DBE participants for all payments received, where necessary, and affirm that the Offeror is current with all payment obligations due to the DBE participants at the time of the submission of an invoice for payment. Offeror shall be deemed a Constructive Trustee of the funds paid to it that are to be disbursed to a specific DBE participant. Failure to pay sums due to DBE participants shall be deemed a material breach of the terms of any agreement to which Offeror may become a party as a result of its selection as the Offeror.

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

- City of Atlanta – Office of Contract Compliance (FBE/MBE/SBE Certification): 55 Trinity Avenue, Atlanta, Georgia 30303, Tel: (404) 330-6010, Fax: (404) 658-7359.
- U.S. Small Business Administration (SDB certification): acceptable provided certification reflects minority or women-owned status. Requirements are found at www.sba.gov
- Georgia Department of Transportation (DBE Certification): One Georgia Center, 600 West Peachtree NW, Atlanta, GA 30308, Tel: (404) 631-1990. DBE Helpdesk: (404) 631-1273.
- MARTA (DBE Certification): 2424 Piedmont Road NE, Atlanta, GA 30324, Tel: (404) 848-5270 Fax: (404) 848-4302, Email: asmith1@itsmarta.com.
- Georgia Minority Supplier Development Council, Inc. (MBE 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 proposal packages, if any.

ABI is an Equal Opportunity Employer.

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**EXHIBIT A
PROPOSAL FORMS**

TECHNICAL PROPOSAL SUBMISSION FORM

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

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

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

RECEIPT OF ADDENDA (only if addenda issued) CERTIFICATION OF NO

ORGANIZATIONAL CONFLICT OF INTEREST

CERTIFICATION FORM

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EXHIBIT A.1
TECHNICAL PROPOSAL FORM

(Name of Offeror)

The above Offeror hereby submits its Proposal, consisting of the following items:
(Refer to the Project Requirements for additional instructions regarding Technical Proposal submission.)

ABI reserves the right to make a single award for the services required in this RFQ/RFP.

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

1. The Offeror has received and considered complete copies of Addenda numbered _____ through _____.
2. The Offeror has reviewed and considered all materials and items supplied by ABI.
3. The Contractor, other Major Participants and key personnel indicated by the Offeror in its **T e c h n i c a l P r o p o s a l** will be used on this Project in the same manner and to the same extent as so indicated.
4. All of the statements, representations, covenants and/or certifications set forth in the Offeror's Proposal are still complete and accurate as of the date hereof.
5. All representations and/or certifications required of the Offeror by the Statement of Qualifications, Technical Proposal and Contract are complete and accurate.
6. This Technical Proposal is responsive.
7. The person signing below is legally authorized to do so.

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

OFFEROR

Date

[Sign in Ink]

By: _____
[Name and Title Printed]

EXHIBIT A.3

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

ATLANTA BELTLINE, INC. AFFIDAVIT VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT

By executing this affidavit under oath, as an applicant for a Consulting Services contract with Atlanta BeltLine, Inc., or other public benefit as provided by O.C.G.A. §50-36-1, and determined by the Attorney General of Georgia in accordance therewith, I verify one of the following with respect to my application for a public benefit from Atlanta BeltLine, Inc.:

- 1) _____ I am a United States Citizen.
- 2) _____ I am a legal permanent resident 18 years of age or older.
- 3) _____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:_____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document as required by O.C.G.A. §50-36-1(e)(1) with this Affidavit. **The secure and verifiable document provided with this affidavit is:**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____(city), _____(state).

Signature of Applicant

Date:

Printed Name of Applicant:

Sworn to and subscribed before me
this ____ day of _____, 201__

Notary Public
My commission expires: _____

EXHIBIT A.4

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

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation has submitted its qualifications to be considered for engagement in the physical performance of services on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

(NOTARY SEAL)

EXHIBIT A.5

CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST

Offeror's Name:

("Offeror")

Offeror's attention is directed to provisions of the Request for Qualifications (RFQ) 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 RFQ.

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 RFQ. Offeror shall also disclose contractual relationships (i.e. joint ventures) with any of the individuals or entities involved in preparing the RFQ, 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

Date Atlanta BeltLine, Inc.

**EXHIBIT A.6
CERTIFICATION FORM**

I, _____(name of Offeror), being duly sworn, state that I am _____(title) of _____(firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the Request for Proposals (RFQ) is full, complete, and truthful.

I further certify that the Offeror and any principal employee of the Offeror has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the proposed has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract and further, that the proposer is not now under any notice of intent to default on any such contract.

I acknowledge, agree and authorize and certify that the proposer acknowledges, agrees and authorizes, that ABI may, by means that it deems appropriate, determine the accuracy and truth of the information provided by the proposer and that ABI may contact any individual or entity named in the response to the RFQ and any other documents deemed responsive for the purpose of verifying the information supplied therein.

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

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, ABI. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia or the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C §§1001 or 1341.

Printed Name

Signature

Sworn to and subscribed before me
this _____ day of _____, 2017.

Notary Public
My commission expires _____.

(NOTARY SEAL)

EXHIBIT B
ATLANTA BELTLINE, INC.
CODE OF ETHICS

The following is the Code of Ethics (the “Code”) to which 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 employee of ABI from engaging in activities that would hinder the integrity of the organization. The Code establishes the highest standards of honesty and independence. It recognizes that each employee of ABI must avoid even the appearance of impropriety in any business dealings.

Each officer of ABI shall comply with the ethical statutes, rules and regulations of the State of Georgia (O.C.G.A. § 21-5-1 and § 45-10-1) and the City of Atlanta (Code § 2-801 et seq.)

Definitions

- Celebration - refers to closing dinners and program celebrations, ribbon cuttings, grand openings, etc.
- City - refers to the City of Atlanta.
- Code - refers to this Code of Ethics for the Atlanta BeltLine, Inc.
- Contractors - refers to all persons and entities that furnish products and/or services to ABI under an agreement.
- Covered Persons - refers to ABI’s board members, officers, and employees, both full and part-time.
- Ethics Officer - refers to the General Counsel of 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 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 avoid situations that compromise, or even appear to compromise, ABI's ability to make objective and fair business decisions. As a result, ABI employees are not allowed to accept any gifts or entertainment from any Contractor or potential business vendor.

Employees of ABI may not accept travel and lodging from persons or organizations without the approval of the Ethics Officer and the President and CEO.

Discounts

Discounts on any tickets for admission or other right of entry to any entertainment event shall only be permitted if the discounts are made available to all employees.

Honoraria for Speeches & Articles

Honoraria opportunities for employees of ABI must be conducted on the person's own time; not conflict with the person's responsibilities to ABI; and the Ethics Officer must approve of the opportunity in writing. Honoraria for speeches or articles prepared on behalf of ABI should be declined or remitted to ABI.

Contractual Matters

ABI will not make payments to or receive payments from any party in order to induce the award of a contract or the extension of favorable

rates. These types of payments are deemed to be bribes and may subject the violator to criminal sanctions.

Code of Violations

Ethics Officer

The General Counsel of ABI shall serve as the Ethics Officer. Any violation of this Code must be reported immediately to the General Counsel. The duties of the Ethics Officer shall include:

- Review alleged violations of the Code, ABI policies, or any other law or regulation;
- Educate and train all Covered Persons to ensure an understanding and awareness of the Code and ethics issues periodically;
- Advise Covered Persons regarding ethics questions and concerns; and,
- Propose updates to the Code, as necessary.

Reporting Violations

Covered Persons should promptly report any information indicating that another Covered Person is engaged in or plans to engage in prohibited conduct, a person or entity associated with ABI is engaged in or plans to engage in prohibited conduct, or that a Covered Person has been instructed, directed, or requested to engage in prohibited conduct.

If a Covered Person has concerns regarding any ethics or compliance issue, immediately contact the Ethics Officer at (404) 477-3690. All reports regarding an alleged violation or ethics matter will be reviewed and investigated in a timely manner. The Ethics Officer may share ethical matters with the President and CEO and the Executive Team of ABI. The Ethics Officer and President and CEO may consult with outside counsel, as necessary, to address ethics issues and concerns.

Any concern regarding conduct of the Ethics Officer should be reported to the President and CEO of ABI.

Neither ABI nor any Covered Persons will retaliate against employees who, in good faith, report any alleged violation or ethics matter.

Investigations and Hearings

The Ethics Officer shall conduct a preliminary investigation of any alleged violation. If he or she determines there to be probable cause to believe that there is a violation, then the Ethics Officer will recommend action in a written report to the members of the Executive Team, which shall include the COO and the CFO.

If the Executive Team also finds there to be probable cause supporting the complaint, then the Ethics Officer shall notify the complainant and

the subject of the complaint. The Executive Team will conduct a hearing on the issues with the parties. At such hearing, the Executive Team shall determine (1) whether the subject of the complaint has violated the Ethics Policy or other ABI policies and procedures and, if so (2) what disciplinary action should be taken. The Executive Team may take into consideration the recommendation from the Ethics Officer.

The Executive Team's decision shall be governed by the preponderance of the evidence standard. The decision of the Executive Team shall be presented to the President and CEO for approval. The decision of the President and CEO is final except in the event of termination of an employee for violation of this Ethics Policy and/or other ABI policies and procedures.

In the event that the President and CEO recommends termination of an employee for violation of the Ethics Policy and/or other ABI policies and procedures, the employee may appeal said action to the Board of Directors. The appeal will not be a full evidentiary hearing before the Board of Directors, only a review of the process and the disciplinary action. The decision of the Board of Directors shall be final.