



Section 8: Terms and Conditions

8.1: 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 its 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, rules, and regulations of all agencies having jurisdiction shall apply to the Offeror and the project throughout and are incorporated herein by this reference. 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, or has been 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 submittal and proposal are 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 submittal and proposal without ABI's express written consent. Proposals and the pricing contained therein shall remain effective for (120) days from the proposal due date.
- E. This procurement may be canceled or any or all bids, submittals 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 document. In the event that this procurement is cancelled, a notice of cancellation shall be sent to all persons, firms, or entities that submitted responses to this procurement.
- 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 claims, judgments, or liabilities to which they may be subject because of any negligence or fault or default by the Offeror, its consultants, or sub-consultants.

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 RFP shall complete the Certification of No Organizational Conflict of Interest attached hereto as part of **Exhibit A.4** and submit it as part of its response to this RFP. A response that does not contain this completed form is subject to disqualification.

Consultants, subcontractors, or sub-consultants with active contracts with ABI are excluded from being eligible to submit a response to this procurement 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.

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

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 (60) days upon receipt, inspection and acceptance of the work and all required documentation by ABI. This term is not subject to modification.



INSURANCE

In conjunction with the execution of the Agreement, Consultant shall provide evidence of worker's compensation, general liability, professional liability insurance, and automobile liability insurance to ABI to cover the acts and omissions of Consultant and Consultant's principals, employees and agents, and any sub-contractor in rendering the services within the scope of and in compliance with any Agreement with ABI. Consultant shall at all times during the term of any Agreement with ABI maintain insurance policies consistent and in full compliance with the following requirements or their equivalent (the "Insurance Requirements"):

a) Statutory Worker's Compensation Insurance, including waiver of subrogation in favor of Atlanta BeltLine, Inc.

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:

- A. 2013 or later ISO Commercial General Liability Form.
- B. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
- C. Additional Insured Endorsement CG2010 04 13 and CG2037 04 13
- D. Blanket Contractual Liability (included in 1986 or later forms)
- E. Broad Form Property Damage (included in 1986 or later forms)
- F. Severability of Interest (included in 1986 or later forms)
- G. Underground, explosion, and collapse coverage (included in 1986 or later form)
- H. Personal Injury (deleting both contractual and employee exclusions)
- I. Incidental Medical Malpractice
- J. Sudden and Accidental Pollution Coverage
- K. Waiver of Subrogation in favor of Atlanta BeltLine, Inc.
- L. Primary and Non-Contributory wording

c) Automobile Liability Insurance

- i. \$1,000,000 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
 - iv. Waiver of Subrogation 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 Term, Conditions and Exclusions.
- f) Insurance company must be authorized to do business in the State of Georgia.
- a) Additional insureds on the Commercial General Liability and Auto Liability Insurance policies shall be shown as: Atlanta BeltLine, Inc., the City of Atlanta, and The Atlanta Development Authority d/b/a Invest Atlanta.
- i) The cancellation provision should provide 30 days' notice of cancellation (10 days' notice for cancellation due to non-payment of premium).
- j) Insurance company, except worker's compensation carrier, must have an A.M. Best rating of A- VII or higher. Certain worker's comp funds may be acceptable by the approval of ABI. 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 Consultants' 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- VII or better. Insurance company must be authorized to do business by the Georgia Department of Insurance.
- k) Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.
- l) Consultant shall agree to provide redacted 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 Consultant will be primary over any insurance program carried by ABI.



- m) Consultant shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Consultant and all subcontractors to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI, IA, the City, and their officers, officials, employees, consultants, separate Contractors, and subcontractors.
- n) Consultant waives all rights of recovery against ABI, IA, the City, and their officers, officials, employees, separate consultants, and all subcontractors which Consultant 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 Consultant.
- o) Consultant shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Consultant) against ABI, IA, the City, 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, included as **9.2 Exhibit B**, applies to this solicitation.

CHANGE OF TEAM MEMBERS OR KEY PERSONNEL

Inasmuch as Offerors will be judged based on their response to the RFP, any subsequent changes to the composition of the list of individuals who are critical to performance of the project by the Offeror and that were rated by the evaluation committee may result in a different ranking and/or may result in the Offeror failing to be determined to be qualified to perform the work. For an Offeror to remain qualified to submit a proposal, the key personnel identified in the response to the procurement must remain for the duration of the procurement process and any subsequent Contract award. If changes must occur, the changes to key personnel must have mutual agreement of ABI and the Consultant.

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.



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).

PREVAILING WAGE Not applicable.

DEBARMENT AND SUSPENSION

ABI shall not award a Contract to Offerors that are debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549.

AUTHORITY TO DEBAR OR SUSPEND

After reasonable notice to the vendor involved and reasonable opportunity to respond, ABI's President and CEO shall have authority to debar a person or entity for cause from consideration for award of contracts.

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 the Offeror to take appropriate, timely legal action to secure the nondisclosure of the information requested, at its sole expense. ABI will 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 the Offeror requesting disclosure under the Georgia Open Records Act; provided, however, that the Offeror shall be required to indemnify ABI, IA and/or the COA, where applicable, for any and all costs, expenses, or claims arising from such matter(s).

FORCE MAJEURE

Neither party shall be held to be in breach of the Contract resulting from this RFP because of any failure to perform any of its obligations hereunder, if said failure is due to any act of God,



fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such *force majeure* in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

ADDENDA AND INTERPRETATIONS

Questions by prospective Offerors as to the interpretation of the RFP document must be submitted in Bonfire no later than the time and date specified in the Request for Proposals.

Every interpretation made to an Offeror will be in the form of an addendum to the RFP document. All addenda will be posted in Bonfire. It is the Offeror's responsibility to find out what addenda have been issued. All such addenda shall become part of the Agreement, and all Offerors shall be bound by such addenda, whether received by the Offeror. Please double check Bonfire to ensure that you have all documents that have been issued prior to submitting your response to this Solicitation.

ABI shall not be bound by any information, explanation, clarification, or any interpretation, oral or written, by whosoever made, that is not incorporated into an addendum to the RFP. No response shall be made to inquiries received later than the time and date specified in the RFP.

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EX PARTE COMMUNICATION

Please note that to ensure the proper and fair evaluation of a proposal or bid, ABI prohibits ex parte communication initiated by a bidder, Offeror or offeror to an ABI employee, consultant, contractor, volunteer, board member, graduate or undergraduate fellow, citizen, 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 and the contract between the apparent successful Offeror and ABI is executed. Communication includes but is not limited to fax, phone call, email, and in-person. Communication between a bidder, Offeror, 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, Offeror, or offeror from consideration or award of a bid or proposal (or any solicitation) and repeat offenders may be disqualified from responding to solicitations for future projects. After this solicitation has been published and until a contract is fully executed or the procurement is canceled or withdrawn, no bidder, Offeror or offeror shall make direct contact with any member of ABI staff other than the person(s) listed on the first page of this solicitation. Furthermore, no person shall attempt to communicate with any ABI employee, director, or officer, excluding the ABI Procurement Manager and the ABI Procurement Officer, regarding this RFP during its pendency.

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 herein as Disadvantaged Business Enterprises ("DBEs"). It is anticipated that as a part of a responsive submittal and proposal, DBE participation will be included. This project has a DBE 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. 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/Sub-consultant



Utilization and DBE Participation Certification. Each Offeror for ABI shall list 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 because of its selection as the Offeror.

People 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.
- **Georgia Minority Supplier Development Council, Inc. (MBE Certification):** 759 West Peachtree Street, Suite 107, Atlanta, GA 30308, Tel: (404) 589-4929.
- **U.S. Department of Transportation (DBE and ACDBE Certifications):** The DBE and Airport Concessions Disadvantaged Business Enterprise (ACDBE) Programs require that all U.S. DOT recipients of federal assistance participate in a statewide Uniform Certification Application (UCP). The UCP is a one-stop certification program that eliminates the need to obtain certification from multiple agencies within the State of Georgia. For more information, go to the USDOT website:
<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/uniform->

[certification-application-english.](#)

- **Women's Business Enterprise National Council (WBENC Certification):** WBENC is also an approved Third-Party Certifier for the United States Small Business Administration (SBA) Women-Owned Small Business (WOSB) Federal Contracting Program. For more information, please go to: <https://www.wbenc.org/certification>.

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 and proposal packages, if any.

ABI is an Equal Opportunity Employer.

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EXHIBITS AND FORMS

SECTION 9.1 – EXHIBIT A

SUBMITTAL FORMS

- A.1 SUBMITTAL SIGNATURE FORM
- A.2 DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN
- A.3 GOOD FAITH EFFORT AFFIDAVIT
- A.4 CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST
- A.5 CERTIFICATION FORM
- A.6 CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)
- A.7 S.A.V.E. AFFIDAVIT UNDER O.C.G.A. § 50-36-1(e)(2)
- A.8 AFFIDAVIT OF NON-COLLUSION
- A.9 RECEIPT OF ADDENDA SIGNATURE FORM (if any issued)
- A.10 RFP SUBMITTAL CHECKLIST

9.2 **EXHIBIT B** – ATLANTA BELTLINE, INC. CODE OF ETHICS

9.3 **EXHIBIT C** – ATLANTA BELTLINE COMMITMENT TO ECONOMIC DEVELOPMENT FOR ALL

9.4 **EXHIBIT D** – ABI SAMPLE FORM OF AGREEMENT

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EXHIBIT A.1
PROPOSAL SUBMITTAL FORM

(Name of Offeror)

The above Offeror hereby submits its Proposal, consisting of the following items:
(Refer to the Project Requirements for additional instructions.) ABI reserves the right to make a single award or multiple awards for the services required in this 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 _____, if any.
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 Proposal 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 Proposal are complete and accurate.
6. 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.2

PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN

PERCENTAGE MBE :

PERCENTAGE FBE :

PERCENTAGE SBE :

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

*DBE Firm Name	Description of Work

Offeror's Company Name: _____

***Selected firm** will complete the final DBE form and submit copies of all certifications for the DBE firm listed above with the proposal.

EXHIBIT A.3

GOOD FAITH EFFORT AFFIDAVIT

DBE Participation Policy

The ABI DBE Participation Policy establishes subcontracting goals for all prospective bidders (ITB), Offerors (RFP), and Offerors (RFP) to ensure a reasonable degree of DBE participation in ABI contracts. It is the goal of ABI that a certain percentage of work under each contract be executed by one or more DBEs.

The successful Offeror shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include DBEs in subcontracting opportunities. The successful Offeror who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from DBEs may be denied award of the contract by ABI based on the contractor's failure to be a "responsive" Offeror.

By signing below, I agree to provide ABI with a completed copy of all forms required by the DBE Participation policy. I understand that if I fail to provide all the required documents within five (5) business days after notification, my submission or proposal may be deemed "non-responsive," and I may be denied award of the Contract.

Date _____

Name of Company _____

Printed Name of Certifying Official of Company

Title

PART 2. GOOD FAITH EFFORT ASSESSMENT (READ ONLY – DO NOT COMPLETE)

(To be completed only by the Apparent Successful Offeror(s) immediately following notice of award)

Contractor Name: _____

Date: _____

Contractor Address: _____

Contract Name: _____

<i>Criteria to be used to determine contractor's good faith effort in achieving the Agency's DBE goals</i>	<i>Meets Criteria</i>	
	<i>Yes</i>	<i>No</i>
1. Attended any pre-solicitation or pre-bid meetings.		

Comments:

2. Advertised contracting opportunities.	<i>Yes</i>	<i>No</i>
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Comments:

3. Written notice to a reasonable number of specific DBEs.	<i>Yes</i>	<i>No</i>
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Comments:

4. Followed up with interested firms.	<i>Yes</i>	<i>No</i>
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Comments:

5. Selected portions of work to be done by DBEs.	<i>Yes</i>	<i>No</i>
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Comments:

6. Provided adequate information about requirements.	<i>Yes</i>	<i>No</i>
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Comments:

7. Negotiated in good faith with interested DBEs.	Yes	No
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Comments:

8. Used the services of available organizations with knowledge of DBE	Yes	No
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Comments:

Contractor’s Authorized Signature and Date

The foregoing assessment from _____
contractor/supplier has made/not made/ (please circle) a good faith effort for this contract.

Signature and Date:

ABI Chief People and Impact Officer

Confirmation of Receipt of the Good Faith Assessment

Signature and Date:

Procurement Director

EXHIBIT A.4

CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST

Offeror's Name: _____ ("Offeror")

Offeror's attention is directed to provisions of the Proposal (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 must 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 Statement of Qualification 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 Statement of Qualification is subject to disqualification and/or my contract is subject to termination.

Signature _____
Name _____
(type or print)
Title _____
Company Name _____
Date _____, 20__

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.5
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 submitted Proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the Proposal (RFP) is full, complete, and truthful.

I further certify that the Offeror and any principal employee of the Offeror has not, in the preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has their professional license been s u s p e n d e d , 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 RFP 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 Proposal is submitted for the express purpose of inducing ABI to award a contract.

A materially false statement or omission made in conjunction with this Request for Qualification 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 of 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
_____day of _____, 20__.

Notary Public

My commission expires_____.

(NOTARY SEAL)

EXHIBIT A.6

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

(NOTARY SEAL)

My Commission Expires: _____

EXHIBIT A.7

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:~~ **FOR SECURITY PURPOSES, DO NOT SUBMIT PERSONAL IDENTIFICATION**

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 _____, 20 ____

Notary Public

My commission expires: _____

(NOTARY SEAL)

EXHIBIT A.8

AFFIDAVIT Of NON-COLLUSION

Project:

STATE OF _____

COUNTY OF _____

being first duly sworn, deposes and says that he is

(sole owner, partner, president, secretary, etc.)

the party making the foregoing bid/proposal; that such Proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with a bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure an advantage against ABI or any other person interested in the proposed contract; and that all statements contained in said bid/proposal are true.

(Affiant)

Subscribed and Sworn to before me this _____ Day of _____ 202__.

(Notary Public in and for)

(County)

My commission expires: _____, 202__ (NOTARY SEAL)

EXHIBIT A.9

RECEIPT OF ADDENDA

INCLUDE SIGNATURE PAGE OF EVERY ADDENDUM ISSUED

EXHIBIT A.10

Proposal Submittal Check List

Project: **Name of Procurement Project**

Language for Formal Solicitations:

The following submittals shall be viewed, completed, and submitted with each proposal as indicated in the checklist below. Documents required for submittal shall be completed fully, signed and/or notarized as appropriate. The checklist is a guide and may not be inclusive of all forms. It is the Offeror's responsibility to submit a responsive and responsible proposal in accordance with all requirements as it pertains to this Project.

Interchange language/Checklist for Formal Written Quote: External Contract Checklist provided for firms to review. Selected Firm will be required to provide documents from External Contract Checklist.

This checklist below is an example of Checklist for Formal Solicitations:

Item Number	Items Not Required for Submittal	Check (√)
	RFP document (View only. Do not submit entire document with your proposal)	
Section 8	Terms and Conditions Section (view, agree and acknowledge. Do not submit it with proposal)	
Exhibit B	ABI Code of Ethics	
Exhibit C	ABI's Commitment to Economic Development for All (read and agree; do not submit with proposal)	
Exhibit D	ABI Sample Form of Agreement	
9.1 Exhibit A	Documents Required for Submittal	
A.1	Proposal Submittal Signature form	
A.2	Proposed DBE Utilization Plan	
A.3	Good Faith Effort Affidavit (Do not Complete Part 2 - Assessment only for selected firm upon ABI request)	
A.4	Certification of No Organizational Conflict of Interest	
A.5	Certification Form	
A.6	Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)	
A.7	S.A.V.E. Affidavit under O.C.G.A. § 50-36-1(e)(2)	
A.8	Contractor's Affidavit of Non-Collusion	

A.9	Receipt of Addenda	
A.10	RFP Submittal Checklist – SIGNATURE BELOW	

Signature: _____

Firm Name: _____

Firm Telephone Number: _____

By: _____

Title: _____

Point of Contact Telephone Number: _____

Email address: _____

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9.2 EXHIBIT B

ATLANTA BELTLINE, INC. CODE OF ETHICS

The following is the Code of Ethics (the “Code”) to which employees of 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 ethical choices. 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 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 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 an ABI program, ABI will not grant a discount, waive fees, or adjust 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.

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Exhibit C

Atlanta Beltline's Commitment to Economic Development for All

The Atlanta Beltline is more than a transit project—it is the heart of our city, bringing together 45 diverse neighborhoods. These communities, which range from some of Atlanta's wealthiest to its most economically challenged, are all profoundly impacted by the Beltline's growth and development.

Atlanta Beltline, Inc. acknowledges the unintended consequences of gentrification, rising housing costs, escalating property taxes, and the displacement of both residents and businesses. We also recognize the persistent racial and economic disparities that exist along the Beltline corridor. The west and southwest areas experience lower median household incomes, higher unemployment rates, greater housing cost burdens, and increased reliance on public transit. Furthermore, we are acutely aware of the disproportionate impact that the COVID-19 pandemic had on small businesses, particularly Black-owned businesses, in these communities.

Our commitment is to foster healthy, thriving communities where everyone has an opportunity to prosper. Our vision is one in which legacy residents, new residents, and business owners—regardless of race, ethnicity, gender, gender identity or expression, sexual orientation, ability, income, or political affiliation—benefit equitably from the Beltline's growth, now and for generations to come.

We understand that dismantling systemic inequities is complex and requires intentional, sustained effort. Achieving the Beltline's equity vision demands bold, immediate, and targeted actions. At the core of our approach is the recognition that equity is not just a moral imperative—it is a business imperative. This commitment begins within our organization and extends to all external relationships and endeavors. We also recognize the significance of supplier diversity and are committed to strengthening the economic viability of Disadvantaged Business Enterprises (DBEs).

With this intentional focus, Atlanta Beltline, Inc. is:

- **Refining procurement and contracting processes** to increase opportunities for participation, promoting broader economic prosperity
- **Building a pipeline and fostering relationships** with small, woman-owned, minority-owned, and disadvantaged businesses, ensuring access to up to \$150M in construction funds; and
- **Tracking and measuring progress** toward these equity goals to ensure continued accountability and improvement.

We believe these concrete steps will contribute to creating economic opportunities for all and fostering a more equitable future along the Beltline corridor.