

REQUEST FOR PROPOSALS

FOR

PEACHTREE STREET (DOWNTOWN ATLANTA) URBAN DESIGN PLAN

FC-8790



ATLANTA, GEORGIA

TIM KEANE
Commissioner

Department of Planning and Community Development

ADAM L. SMITH, ESQ., CPPO, CPPB, CPPM, CPP,
CIPC, CISCC, CIGPM, CPPC
Chief Procurement Officer
Department of Procurement



CITY OF ATLANTA

Kasim Reed
Mayor

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DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,
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Chief Procurement Officer
asmith@atlantaga.gov

April 29, 2016

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta (the “City”), Department of Procurement (“DOP”), a proposal for **FC-8790, Peachtree Street (Downtown Atlanta) Urban Design Plan**. The City’s DOP, on behalf of the Department of Planning and Community Development (“DPCD”), is seeking proposals for the development of an Urban Design Plan for Peachtree Street in downtown Atlanta, Georgia.

A **Pre-Proposal Conference** will be held on **Monday, May 16, 2016, at 11:00 A.M. EDT**, at the DOP’s Conference Room in Suite 1900. The purpose of the Pre-Proposal Conference is to provide Proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the DPCD, the Ethics Office, the Office of Contract Compliance and Risk Management available at the conference to discuss this project and to answer any questions. Attendance at the Pre-Proposal Conference is **strongly** encouraged for each Proponent desiring to submit a proposal.

Proponents will be allowed to ask questions during the Pre-Proposal Conference. However, please note that oral answers to questions during the Pre-Proposal Conference on May 16, 2016, are **not** authoritative. The last date to submit questions in writing is **Thursday, May 19, 2016, by 2:00 P.M., EDT**. Questions may be sent via email to LaVern F. Tate, Esq. at lftate@atlantaga.gov or facsimile at 404-589-5857.

Your response to this Request For Proposals will be received by designated staff of the Department of Procurement at City Hall South, 55 Trinity Avenue, S.W., Suite 1900, Atlanta, Georgia 30303, **no later than 2:00 P.M., EDT, Thursday, May 26, 2016.**

****ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 2:00 P.M.****

Proposals will be publicly opened and read at 2:01 P.M., EDT on the respective due date in the Department of Procurement, City Hall South, 55 Trinity Avenue, S.W., Suite 1900, Atlanta, Georgia 30303.



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This RFP is being made available by electronic means. If accepted by such means, then the Proponent acknowledges and accepts full responsibility to insure that no changes are made to the Proposal. In the event of conflict between a version of the Proposal in the Proponent's possession and the version maintained by DOP, the version maintained by the DOP shall govern.

The Proposal document may also be obtained from the Department of Procurement's Plan Room, City Hall South, 55 Trinity Avenue, S.W., Suite 1900, Atlanta, Georgia 30303, at a cost of **\$75.00** per package, beginning on April 29, 2016.

You are required to email and confirm receipt of your business name, contact person, address, phone number, fax number and the project number to the DOP's Plan Room at dop@atlantaga.gov, to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive. Any questions regarding the procedures for purchasing a copy of the document or obtaining a copy of the Plan Holder's list should be directed to the Plan Room at (404) 330-6204.

All questions and inquiries concerning this project should be directed in writing to LaVern F. Tate, Esq., Contracting Officer, Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303 or questions may be e-mailed to lf Tate@atlantaga.gov.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proposals when it is for good cause and in its best interest.

Thank you for your interest in doing business with the City.

Sincerely,



Adam L. Smith

ALS/lft



FC-8790, Peachtree Street (Downtown Atlanta) Urban Design Plan

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PART 1

INSTRUCTIONS TO PROPONENTS

Part 1; Information and Instructions to Proponents

- 1. Services Being Procured:** This Request for Proposals (“RFP”) from qualified proponents (“Proponent” or “Proponents”) by the City of Atlanta (the “City”), on behalf of its Department of Planning and Community Development (“DPCD”), is for the creation of an Urban Design Plan for Peachtree Street in downtown Atlanta.
- 2. Scope of Services:** A more detailed Scope of Services (“SOS”) sought in this procurement is set forth in Exhibit A– Scope of Services attached to the Services Agreement (“Services Agreement”); Contract No. **FC-8790; Peachtree Street (Downtown Atlanta) Urban Design Plan**, included in this RFP at Part 5.¹
- 3. Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City’s Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this RFP is Code Section 2-1189; Competitive Sealed Proposals. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City’s Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.
- 4. Minimum Qualification; Authority to Transact Business in Georgia:**
 - 4.1. Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.
 - 4.2. Each Proponent must be able to demonstrate a minimum of five (5) years of experience in providing professional services of the same size and scope.
 - 4.3. Each Proponent must be a City of Atlanta Certified Small Business Enterprise (SBE) and meet requirements as outlined in Appendix A, Office of Contract Compliance Requirements.
- 5. No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent’s offer is a firm offer and may not be withdrawn except under the rules specified in City’s Code of Ordinances and other applicable law.
- 6. Proposal Deadline:** Your response to this RFP must be received by the City’s Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307, **no later than 2:00 P.M. EDT** (as verified by the Bureau of National Standards) on **Thursday May 26, 2016**. Any Proposal received after this time will not be considered and will be rejected and returned.
- 7. Pre-Proposal Conference:** Each Proponent is highly encouraged to attend the Pre-Proposal Conference scheduled for **Monday, May 16, 2016, at 11:00 A.M. EDT**, in the Department

¹ All capitalized terms contained in the Services Agreement are incorporated into this RFP.

of Procurement's Bid Room, Suite 1900. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to fully investigate the job requirements shall not relieve any Proponent from the responsibility of evaluating the difficulty or cost of successfully performing the Services properly. Please note that this is in accordance with and in addition to any requirements as defined and available under the performance bond as enumerated in Paragraph 11 and Appendix B.

8. Procurement Questions; Prohibited Contacts: Any questions regarding this RFP should be submitted in writing to the City's contact person, LaVern F. Tate, Esq., Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 589-5857 or e-mail lfate@atlantaga.gov **on or before Thursday, May 19, 2016, 2:00 P.M. EDT.** Questions received after the designated period may not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any addendum issued for this procurement by monitoring the City's website at <http://www.atlantaga.gov/procurement> and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

9. Proposal Guarantee (NOT APPLICABLE):

9.1. Each Proponent is required to furnish a Proposal Guarantee in the amount of Five Percent (5%) of Proponent's proposal amount. At the option of the Proponent, the Proposal Guaranty may be a certified check payable to the order of City or a Proposal Bond in a form acceptable to the City. A surety executing a Proposal Bond must meet the requirements set forth in Appendix B Insurance and Bonding Requirements attached to the Services Agreement included in this RFP. The Proposal Guarantee may be provided from either Proponent Joint Venture member(s) or entity(s).

9.2. Each Proponent agrees that, if it is awarded the Agreement and fails to execute it and provide all other documents required to consummate the transaction within the time specified within the Notice of Award, the City will retain the Proposal Guarantee as liquidated damages and not as a penalty.

10. Ownership of Proposals: Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.

11. Georgia Open Records Act: Information provided to the City is subject to disclosure under the Georgia Open Records Act ("GORA"). Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit

affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.].”

12. Insurance and/or Bonding Requirements: The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Appendix B, Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.

13. Applicable City OCC Programs: The City’s Office of Contract Compliance (“OCC”) Programs applicable to this procurement are set forth in Appendix A, Office of Contract Compliance Submittals, attached to the Services Agreement included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.

14. Evaluation of Financial Information: The City’s evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. The City will review the information included in **Form 3; Proponent Financial Disclosure** attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in **Form 4.2; Certification of Bonding Ability and Form 4.1; Certification of Insurance Ability**, indicating that the financial capacity of the Proponent is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Proponent if an Agreement is awarded to it. Further, if this RFP requires a successful Proponent that is awarded an Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if an Agreement is awarded to it.

15. Special Rules Applicable to Evaluation of Proposals: A Proponent may be required to submit, in writing, the names and addresses of any proposed subcontractors that may be listed in the Proposal and to submit other material information relative to proposed subcontractors. The City reserves the right to disapprove any proposed subcontractors whose technical or financial ability or resources or whose experience are deemed inadequate.

16. Examination of Proposal Documents:

16.1. Each Proponent is responsible for examining, with appropriate care, the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.

- 16.2. Each Proponent shall promptly notify the City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.
- 16.3. The City may, in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by the City in an issued addendum.
- 16.4. Each Proponent must confirm Addenda have been received and acknowledge receipt by executing **Form 5; Acknowledgment of Addenda** attached to this RFP at Part 4. A notarized JV members' authorized representative's signature should appear on Form 5 in the Non-corporate signature block.
- 17. Oral Presentations and Demonstrations:** All responsive Proponents may be required to make an oral presentation of their Proposal to the City's Evaluation Committee. The Key Personnel (or some group thereof) as identified in the Proponent's proposal must be active participants in the oral presentation. The Proponent's presentation should focus on an understanding of the Scope of Services. The City will notify responsive proponents of the date, time and location for the presentation, and will supply an agenda or topics for discussion.
- 18. Cancellation of Solicitation:** This solicitation may be cancelled in accordance with the City's Code of Ordinances.
- 19. Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.
- 20. Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**IIREA**" or "**the Act**"). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSCIA. Pursuant to the Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit (**Form 1**), set forth in Part 4; Illegal Immigration Reform and Enforcement Act Forms, must be submitted on the top of Volume II of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit (**Form 1**) on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity

comprising Proponent must submit a separate Contractor Affidavit (**Form 1**). It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit (**Form 1**) precedes the Affidavit.

- 21. Multiple Awards:** The City reserves, at its sole discretion, the option to award to multiple Proponents. The award(s) will be based on the SOS in its entirety or by components. Multiple awards may be made on the total SOS or components of the SOS.

PART 2

CONTENTS OF PROPOSALS AND REQUIRED SUBMITTALS

Part 2
Contents of Proposals/Required Submittals

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:
 - 1.1. Informational Proposal; and
 - 1.2. Cost Proposal (Form provided by City at Part 5; Contract Services Agreement; Exhibit A.1-Cost Proposal). Exhibit A.1-Cost Proposal will become part of the Professional Services Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement.
2. **Informational Proposal:** An Informational Proposal is comprised of two (2) sources of information:
 - 2.1. Volume I, information drafted and provided by a Proponent; and
 - 2.2. Volume II, information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFP.

The Informational Proposals must be tabbed as indicated to reflect the sections listed in the Outline below.

3. **Information Required to Be Included in Informational Proposal:**
 - 3.1. Summary: The following is a summary of information required to be contained in an Informational Proposal:
 - 3.1.1. Information Drafted and Provided By a Proponent: This information should be included in **Volume I** of the Proposal:
 - 3.1.1.1. Executive Summary;
 - 3.1.1.2. Organizational Structure;
 - 3.1.1.3. Experience and Qualifications of Key Personnel;
 - 3.1.1.4. Overall Experience, Qualifications and Performance on Previous Similar Projects; and
 - 3.1.1.5. Project Approach and Management Plan.
 - 3.1.2. Information Provided by a Proponent on Forms Provided by the City: This information should be included in **Volume II** of the Proposal:
 - 3.1.2.1. Forms attached to this RFP at Part 4: This information should be included in **Volume II** of the Proposal:
 - 3.1.2.1.1. Form 1; Georgia Illegal Immigration Reform and Enforcement Act (IIREA) Form;
 - 3.1.2.1.2. Form 2; Contractor Disclosure Form and Questionnaire;
 - 3.1.2.1.3. Form 3; Proponent Financial Disclosure;
 - 3.1.2.1.4. Form 4.1; Certification of Insurance Ability
 - 3.1.2.1.5. Form 4.2; **N/A**
 - 3.1.2.1.6. Form 5; Acknowledgment of Addenda;

- 3.1.2.1.7. Form 6; Proponent Contact Directory;
- 3.1.2.1.8. Form 7; Reference List;
- 3.1.2.1.9. Form 8; N/A
- 3.1.2.1.10. Form 9; Required Submittal Checklist; and
- 3.1.2.1.11. Authority to Transact Business in the State of Georgia.

NOTE: Every space on every form must be completed. If the form requires a Notary, please comply. Failure to complete each form as required may deem you non-responsive. If there are any questions regarding any form, it is strongly recommended that you submit your question(s) to the Contracting Officer listed in the RFP prior to the deadline for submitting questions.

- 3.1.2.2. Forms attached to Services Agreement attached to this RFP at Part 5:
 - 3.1.2.2.1. Exhibit A.1-Cost Proposal (**This should be included in a separate sealed envelope and labeled “Cost Proposal”**); and
 - 3.1.2.2.2. Appendix A; City’s OCC Programs; Office of Contract Compliance Submittals.

3.2. Information Requirements Details: The following is a more detailed summary of the requirements of certain portions of the Informational Proposal. Each Outlined Item should be included in your Proposals and tabbed as indicated:

3.2.1. Executive Summary (Tab in Volume I)

- 3.2.1.1. Cover Letter: The executive summary must include a letter with the Proponent’s name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should also designate the type of business entity that proposes to enter into a Contract with the City and the identity of any other business entities that will comprise the Proponent and include a brief history of the Proponent and statement of the Proponent’s approach to providing the services solicited in this RFP.

3.2.1.2. Detailed Executive Summary: The purpose of the Detailed Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:

3.2.1.2.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

3.2.1.2.2. The general and specific capabilities and experience of the Proponent's Team. Each Proponent must identify examples where team members have worked together to complete a project. Discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;

3.2.1.2.3. A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential subcontractors/ sub consultants the Proponent intends to use and should indicate the roles and responsibilities these firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/sub consultant indicating that the firm concurs with the role and responsibility Proponent has described; and

3.2.1.2.4. Litigation Disclosure Statement. A declarative statement as to whether the Proponent or any member of the Proponent's team has an open dispute with the City or is involved in any litigation associated with work in progress or completed work in either the private or public sector during the past five (5) years.

3.2.1.2.5. The Executive Summary will be evaluated based on completeness of the information requested in a concise easily understood form.

3.2.2. Organizational Structure (Tab in Volume I):

The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent's team by:

3.2.2.1. providing the Proponent's Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative should provide a description of the Proponent's views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team;

- 3.2.2.2. providing a descriptive of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure; and
- 3.2.2.3. providing the names of proposed employees and/or subcontractors for each function on the chart.
- 3.2.2.4. What kind of geographical classification applies to your company.
 - Local (operates in only one (1) city or state)
 - Regional (operates in only one geographical area)
 - Multi-regional (operates in only one region, but not national)
 - National (provides service across the U.S. only)
 - International (conducts business in the U.S. and abroad)

3.2.3. Experience and Qualifications of Key Personnel (Tab in Volume I):

- 3.2.3.1. Identify and provide resumes for the individuals that the Proponent will use as Key Personnel. Key Personnel may include but not limited to the following:
 - 3.2.3.1.1. Senior Planner – Minimum of five (5) years of experience;
 - 3.2.3.1.2. Architect/Designer, Sr. – Minimum of five (5) years of experience;
 - 3.2.3.1.3. Senior Architect – Minimum of five (5) years of experience (or equivalent);
 - 3.2.3.1.4. Landscape Architect (or equivalent) – Minimum of five (5) years of experience; and
 - 3.2.3.1.5. Project Manager, Sr.(or equivalent) – Minimum of five (5) years of experience.
- 3.2.3.2. Resumes should be organized as follows:
 - 3.2.3.2.1. Name and Title;
 - 3.2.3.2.2. Professional Background;
 - 3.2.3.2.3. Current and Past Relevant Employment;
 - 3.2.3.2.4. Education;
 - 3.2.3.2.5. Certifications;
 - 3.2.3.2.6. List of (4) relevant projects, including:
 - 3.2.3.2.6.1. client name;
 - 3.2.3.2.6.2. project description;
 - 3.2.3.2.6.3. project value;
 - 3.2.3.2.6.4. role of the individual;
 - 3.2.3.2.6.5. the original contract schedule to start and complete the project; and
 - 3.2.3.2.6.6. the actual start and completion dates of the project.
- 3.2.3.3. Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is a need to replace key team members during the course of the project, Proponent must describe its back-up personnel plan.

3.2.4. Overall Experience, Qualifications and Performance on Previous Projects (Tab in Volume I):

- 3.2.4.1. Proponents should detail their relevant experience, qualifications, performance, and capabilities for performing the services outlined in the Exhibit A; Scope of Work. Proponents should also include work product examples from similar projects.
- 3.2.4.2. Provide samples of previous Urban Design Plan's for similar governmental entities.
- 3.2.4.3. A detailed history for Proponent's and subcontractor or sub consultant's work performing the services outlined in the Exhibit A.
- 3.2.4.4. Four (4) letters of reference (on the reference's letterhead) where the Proponent implemented similar projects. Include a contact name, address, phone number, email address and project value (minimum project budget of One Hundred Thousand Dollars (\$100,000.00) for each project listed.

3.2.5. Project Approach and Management Plan (Tab in Volume I): Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services, specifically addressing the following:

- 3.2.5.1. Proponent's approach to team leadership;
- 3.2.5.2. How the Proponent will:
 - 3.2.5.2.1. ensure proper communications among pertinent project team members;
 - 3.2.5.2.2. assure the City that the Scope of Services will be kept within any established time and budget constraints;
 - 3.2.5.2.3. establish and maintain the necessary cooperative relationships;
 - 3.2.5.2.4. coordinate all necessary project activities within that team relationship;
 - 3.2.5.2.5. identify the tools that are intended to be used to manage these project elements; and
 - 3.2.5.2.6. Proponent's proposed method to:
 - A. Identify and resolve issues during the project duration;
 - B. Detail how emergencies will be handled; including response times for emergencies (include a map of Proponent's local office in relation to the City's center.)
 - C. Make critical decisions.
 - 3.2.5.2.7. Describe the management process the Proponent will implement to ensure all work and services performed are to the highest quality. The approach should include a description of the Proponent's process as it pertains to research and data gathering, approaches, techniques and procedures used to ensure accurate and comprehensive set of deliverables. Describe the Proponent's corrective action plan. Describe how the Proponent's organization structure

supports this plan and clearly identify responsible and accountable parties. Describe Proponent's approach to quality assurance and testing in order to ensure that all solution components and their configuration settings will meet the City's needs from both a functionality and performance perspective. As part of this approach, clearly identify testing and follow up support required to validate that proposed approach.

3.2.5.2.8. Proponent must provide a description of the approach to the Scope of Service. All proposals must be comprehensive and include a detailed and complete project timeline to go along with their narrative.

4. **Cost Proposal.** Each Proponent must submit a Cost Proposal using the form provided by the City at Part 5; Services Agreement; Exhibit A.1-Cost Proposal, and the proposal should be for a flat fee engagement. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. The Cost Proposal shall serve as the baseline for final fee negotiation with the City. **Submit one (1) original, marked "Original" and seven (7) copies in a separate envelope.**

5. **Submission of Proposals:**

A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-8790, Peachtree Street Urban Design Plan** and the time and date specified for receipt. The name and address of the Proponent must also be clearly printed on the outside envelope or package. All Proposals must be submitted to:

**Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,
CIPC, CISCC, CIGPM, CPPC
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S.W.
City Hall South, Suite 1900
Atlanta, Georgia 30303-0307**

5.1 A Proponent is required to submit one (1) original, marked "Original" and seven (7) copies of its Informational Proposal. Each Informational Proposal must be submitted on 8½" x 11" single-sided, double-spaced, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder. Each Informational Proposal must contain an index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.

In addition to the hard copy submission, each Proponent must submit two (2) digital versions of its Proposal in Adobe Portable Document Format (PDF) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should

be a redacted version of the hard copy Proposal. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Proponent's printed Proposal and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

- 5.2 A Proponent is required to submit, in a separate, sealed envelope, clearly marked "Cost Proposal", one (1) original, marked "Original" and seven (7) copies of its Cost Proposal with its Information Proposal.

6. Responsiveness and responsibility for each Proponent can be observed as the following:

- A. The responsiveness of a Proponent is determined by, but not limited to, the following:
1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;
 2. The completeness of all material, documents and/or information required by the City; and
 3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.
- B. The responsibility of a Proponent is determined by, but not limited to, the following:
1. The ability, capacity and skill of the Proponent to perform the Agreement or provide the Work required;
 2. The capability of the Proponent to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;
 3. The character, integrity, reputation, judgment, experience and efficiency of the Proponent;
 4. The quality of performance of previous contracts or work;
 5. The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;
 6. The sufficiency of the financial resources and ability of the Proponent to perform Agreement for providing the Work;
 7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required; and
 8. The successful Proponent shall assume full responsibility for the conduct of his agents and/or employees during the time such agents or employees are on the premises for the purpose of performing the Work herein specified.

7. **The City will carefully evaluate the responsiveness and responsibility of each Proponent.** The selection criteria shall include but not be limited to, those factors contained in subsection 2-1188(k) of the City of Atlanta Code of Ordinances; and the following (the responsibility is solely on the Proponent to adhere to all evaluation factors as outlined in the City of Atlanta Code of Ordinances).

PART 3

EVALUATION OF PROPOSALS

Part 3; Evaluation of Proposals

All Proposals will be evaluated in accordance with the City's Code of Ordinances and the criteria specified on the Percentage Evaluation Form and considering the information required to be submitted in each Proposal. An Evaluation Committee will review the Proposals in accordance with this RFP.

All Proposals will be evaluated using the following Evaluation Form:

Relative Weight	GRADED ITEM	
	CATEGORIES	SCORE
15%	Executive Summary and Organizational Structure	
15%	Experience and Qualifications of Key Personnel, Overall Experience and Performance on Similar Projects	
35%	Project Approach and Management Plan	
10%	Cost Proposal	
15%	OCC Programs	
10%	Financial Capability	
100%	TOTAL SCORE	

PART 4

REQUIRED SUBMITTALS FORMS

PART 4: REQUIRED SUBMITTAL FORMS

All Respondents, including, but not limited to, corporate entities, limited liability companies, joint ventures, or partnerships, that submit a Proposal or Bid in response to this solicitation must fill out all forms in their entirety, and all forms must be signed, notarized or sealed with the corporate seal (if applicable), as required per each form's instructions.

If Respondent intends to be named as a Prime Contractor(s) with the City, then Respondent must fill out all the forms listed in this solicitation document; otherwise, Respondent may be deemed non-responsive.

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)

INSTRUCTIONS TO PROPONENTS:

All Proponents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents in complying with the requirements of the City's procurement process and the terms of this RFP.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the Proposal prior to Proposal due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit.

Example 1, ABC, Inc. and XYZ, Inc. form and submit a Proposal as Happy Day, LLC. Happy Day, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Happy Day, LLC which includes the Federal Work Authorization User ID Number issued to Happy Day, LLC.

Example 2, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a Proposal under the name Happy Day, JV. If, based on the nature of the JV agreement, Happy Day, JV. is not required to obtain an Employer Identification Number from the IRS, the Proposal submitted by Happy Day, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be duly notarized.
6. All Contractor Affidavits must be submitted with the Proponent's Response to the RFP.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)

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 which is engaged in the physical performance of services on behalf of the City of Atlanta 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 period and the undersigned contractor will contract for 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(b). 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: FC-8790, Peachtree Street Urban Design Planning

Name of Public Employer: City of Atlanta

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

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

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: _____

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 3 of 3)

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (_____ (name of contractor)) on behalf of the City of Atlanta 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor 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 Subcontractor: _____

Name of Project: FC-8790, Peachtree Street Urban Design Planning

Name of Public Employer: City of Atlanta

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

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

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: _____

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (Page 1 of 7)

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT

“Affiliate”	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
“Contractor”	Any person or entity having a contract with the city.
“Control”	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.
“Respondent”	Any individual or entity that submits a proposal in response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Disclosure Affidavit where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated. If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated, and each of the members or owners of the entity must also complete and sign separate Disclosure Affidavits where indicated.

Instructions: Provide the following information for the entity or individual completing this Statement (the “Individual/Entity”).

A. Basic Information:

1. Name of Individual/Entity responding to this solicitation:

2. Name of the authorized representative for the responding Entity:

B. Individual/Entity Information:

1. Principal Office Address:

2. Telephone and Facsimile Numbers:

3. E-Mail Address:

4. Name and title of Contact Person for the Individual/Entity:

5. Is the individual/Entity authorized to transact business in the state of Georgia?

Yes (Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.)

No

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (Page 3 of 7)

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:
- (a) directly or indirectly, had a business relationship with the City? **YES** **NO**
- (b) directly or indirectly, received revenues from the City? **YES** **NO**
- (c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? **YES** **NO**
8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee? **YES** **NO**
9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City? **YES** **NO**
10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years? **YES** **NO**
11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government? **YES** **NO**
12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding? **YES** **NO**
13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below *[Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]*:
- (a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee. **YES** **NO**
- (b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe: **YES** **NO**

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (Page 4 of 7)

D. REPRESENTATIONS

Anti-Lobbying Provision. All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

Certification of Independent Price Determination/Non-Collusion. Collusion and other anticompetitive practices among Proponents are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

“I certify that this bid proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.”

Certify Satisfaction of all Underlying Obligations. (If Applicable) If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

Confidentiality . Details of the proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all proposals and information submitted therein may become subject to public inspection following award of the contract. Each respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its proposal. However, the respondent may be required to submit such required information before further consideration.

Equal Employment Opportunity (EEO) Provision. All bidders or Proponents will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (Page 5 of 7)

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

- b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
- f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (Page 6 of 7)

- g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
 - (1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;
 - (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
 - (3) Cancellation of the public contract;
 - (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

Prohibition on Kickbacks or Gratuities/Non-Gratuity. The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

- a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (Page 7 of 7)

Declaration

Under penalty of perjury, I declare that I have examined this Disclosure Affidavit and Questionnaire and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20__

Subscribed and sworn to or affirmed by _____ **(name) this** ____ **day of** _____, 20__.

Notary Public of _____ (state)
My commission expires: _____

Sign here if you are an authorized representative of a responding entity or partnership:

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20__

Subscribed and sworn to or affirmed by _____ **(name), as the**

(title) of _____ **(entity or partnership name)**
this ____ **day of** _____, 20__.

Notary Public of _____ (state)
My commission expires: _____

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 1 of 5)

Instructions: It is necessary for the City to evaluate, verify, and understand the Proponent's financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proponent must provide accurate and legible financial disclosures to the City as requested below.

A "Proponent" is an individual, entity or partnership submitting a proposal or Proposal in response to a Solicitation.

1. If the Proponent is an individual, financial disclosures for that individual must be provided.
2. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.
3. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed in this Form.

For example, if the Proponent is a newly formed entity (formed within the last three years) made up of two separate entities (e.g., a majority interest owner and a minority interest owner), then financial disclosure is required from the Proponent entity, and financial disclosure is also required from each of the two owners (majority entity owner and minority entity owner) as well.

The Proponent (and its owners, if applicable) must submit hard copies of all financial disclosures in response to this Form.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 2 of 5)

Part A - General Information:

Name of the Proponent: _____

Name of individual, entity or
partnership completing this Form: _____

Relationship of individual, entity
or partnership completing this Form
to the Proponent: _____

Contact information of individual,
entity or partnership completing
this Form: _____

Address _____

Phone Number(s) _____

Email: _____

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 3 of 5)

Part B: Financial Information:

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/Proposal.
 - (a) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant (“CPA”), including:
 - (i) Income Statement;
 - (ii) Balance Sheet; and
 - (iii) Statement of Cash Flows.
 - (b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant (“CPA”), including:
 - (i) Income Statement;
 - (ii) Balance Sheet; and
 - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Appendix B, if applicable.
 - (c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:
 - (i) Income Statement;
 - (ii) Balance Sheet;
 - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Appendix B, if applicable;
 - (iv) Two (2) banks or other institutional lenders’ references; and
 - (v) Dunn and Bradstreet report for the last two (2) years.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 4 of 5)

2. Fill in the blanks below to provide a summary of all of the Proponent's assets and liabilities for the three (3) most recent years (calculated from the date of the end of the fiscal year).

ALL FIGURES BELOW MUST BE REPRESENTED IN U.S. CURRENCY (\$).

Standard currency of Proponent's Financial Statements: _____

The exchange rate used: _____ = US \$ _____

Most recent three (3) years

	<u>Year: 2013</u> (Thousands)	<u>Year: 2014</u> (Thousands)	<u>Year: 2015</u> (Thousands)
Current Assets	\$.....	\$.....	\$.....
Current Liabilities	\$.....	\$.....	\$.....
Property & Equip.	\$.....	\$.....	\$.....
Working Capital	\$.....	\$.....	\$.....
Sales/ Revenue	\$.....	\$.....	\$.....
Total Assets	\$.....	\$.....	\$.....
Total Liabilities	\$.....	\$.....	\$.....
Interest Charges	\$.....	\$.....	\$.....
Net Income	\$.....	\$.....	\$.....
Net-Worth	\$.....	\$.....	\$.....

3. Do you plan to use or require an open line of credit for the project? Yes or No.

If yes, the Proponent must provide the source of the line of credit on bank letterhead for the bank providing the line of credit. The bank contact information must include: contact name, title, address, telephone, fax and e-mail address.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 5 of 5)

Declaration

Under penalty of perjury, I declare that I have examined this Affidavit Disclosure form and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

Whether you are an individual executing this form or you are an authorized representative of an entity executing this form, the person signing below must sign or affirm in the presence of a Notary Public. The Notary Public's signature and seal must be provided, together with the date of the notarial act.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20____

Subscribed and sworn to or affirmed by _____ (name) this _____ day of _____, 20____.

Notary Public of _____ (state)

My commission expires: _____

Sign here if you are an authorized representative of a responding entity:

Printed Name of Entity: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20____.

Subscribed and sworn to or affirmed by _____ (name), as the _____ (title) of _____ (entity name) this _____ day of _____, 20____.

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 4.1)

Certification of Insurance Ability Instructions:

Proponents **MUST** submit a **completed copy of this form executed by their insurance company**. Failure to submit completed form will result in the Proponent being deemed non-responsive.

I, _____ [*insert an individual's name*], on behalf of _____ [*insert insurance company full name*], a _____ [*insert type of entity LLC, LLP, corporation, etc.*](“**Insurer**”), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (“**City**”) on this _____ day of _____, 20____ [*insert date*]:

- (a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;
- (b) Insurer has reviewed the Agreement attached to the solicitation for Project Number FC- 8790, Peachtree Street Urban Design Planning (“**Project**”) and its corresponding **Appendix B for Insurance and Bonding Requirements;**
- (c) Insurer certifies that if, as of the date written above, _____ (“**Proponent**”) was selected as the successful Proponent for the Project, Insurer would provide insurance to Proponent for this Project in accordance with the terms set forth in the corresponding **Appendix B for Insurance Requirements;** and

PLEASE NOTE: If this Form 4.1 is executed by an Attorney-in-Fact, then Insurer must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.1. If Proponent is unable to provide City with insurance that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Proponent’s security submitted with its offer and/or disqualify Proponent from further consideration for the award of the Agreement.

By executing this certification, Insurer represents that all of the information provided by Insurer herein is true and correct as of the date set forth above.

Insurer: [*insert company name on line provided below*]

Authorized Signatory

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Required Submittal (FORM 5)

Acknowledgment of Addenda

Proponents should sign below and return this form with their Proposal(s) to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for **FC- 8790, Peachtree Street Urban Design Planning:**

1. _____;
2. _____;
3. _____; and
4. _____.

Dated the _____ day of _____, 20__.

Corporate Proponent:

[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Proponent:

[Insert Proponent Name]

By: _____

Print Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

Required Submittal (FORM 6)

Proponent Contact Directory¹

NAME	POSITION/TITLE	MAILING ADDRESS	OFFICE PHONE	CELL PHONE	EMAIL ADDRESS AND FAX NUMBER

¹ The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

1. At least two (2) individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proponent Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this RFP at Part 5.

Required Submittal (FORM 7)

Reference List

Each Proponent must provide a list of at least four (4) references using the below-referenced format. The City is interested in reviewing references that are able to attest to a Proponent's performance ability and credibility in a particular industry or trade.

Proponent's Name: _____

Reference: Name
 Address
 City, State, Zip
 Phone
 Fax

Project Title:

Contact Person: _____
Direct Telephone: _____
Email Address: _____

Date(s) of Project: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Proponent's Role and Responsibilities:

Current Completion Status:

(Use the Same Format to Provide the Additional References)

Required Submittal (FORM 9)

Required Submittal Checklist

The following submittals shall be completed and submitted with each Proposal see table below **“Required Proposal Submittal Check Sheet.”** Please verify that these submittals are in the envelope before it is sealed. *Disclaimer:* It is each Proponents sole responsibility to ensure that their proposal to the City is inclusive of all required submittal documents outlined on the below-referenced checklist; as well as within other parts of the solicitation document.

Submit one (1) Original Proposal, signed and dated, and seven (7) complete copies of the Original Proposal including all required attachments.

In addition to the hard copy submissions, each Proponent shall submit two (2) digital versions of its Proposal Submission in Adobe Portable Document Format (“PDF”) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal Submission. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Proponent’s printed Proposal Submission and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent’s printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

	<p align="center">Required Proposal Submittal Check Sheet</p>	<p align="right">Check <input type="checkbox"/></p>
<p align="center">1</p>	<p>Volume I – Informational Proposal:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Executive Summary <input type="checkbox"/> Organizational Structure <input type="checkbox"/> Resumes of Key Personnel <input type="checkbox"/> Overall Experience, Qualifications and Performance on Previous Similar Projects <input type="checkbox"/> Project Approach and Management Plan 	
<p align="center">2</p>	<p>Volume II - Office of Contract Compliance (Appendix A Required Submittals Forms 1-3); Joint Venture Agreement, if applicable</p>	
<p align="center">3</p>	<p>Volume II – All Required Procurement Documents (if any of the required submittal documents are not submitted or incomplete within your Proposal submittal package, your firm may be deemed non-responsive).</p> <p><u>Required Submittals include but are not limited to:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Form 1; Illegal Immigration Reform and Enforcement Act <input type="checkbox"/> Form 2; Contractor Disclosure Form <input type="checkbox"/> Form 3; Proponent Financial Disclosure <input type="checkbox"/> Form 4.1; Certification of Insurance Ability <input type="checkbox"/> Form 4.2; N/A <input type="checkbox"/> Form 5; Acknowledgement of Addenda <input type="checkbox"/> Form 6; Proponent Contact Directory <input type="checkbox"/> Form 7; Reference List <input type="checkbox"/> Form 8; N/A <input type="checkbox"/> Form 9; Required Submittal Checklist <input type="checkbox"/> Authority to Transact Business in the State of Georgia 	
<p align="center">3A</p>	<p>Separate Sealed Envelope</p> <ul style="list-style-type: none"> <input type="checkbox"/> Cost Proposal 	
<p align="center">4</p>	<p>Proponent’s Official Company Name: Company Physical Address:</p>	
<p align="center">5</p>	<p>President/Vice President/Owner Name: Title: _____</p> <p>Office Telephone Number: _____</p> <p>Direct Cell Telephone Number: _____</p> <p>Email Address: _____</p>	
<p align="center">6</p>	<p>Primary Point-of-Contact Concerning RFP: _____ Title: _____</p> <p>Office Telephone Number: _____</p> <p>Direct Cell Telephone Number: _____</p> <p>Email Address: _____</p>	

PART 5

DRAFT SERVICES AGREEMENT

SERVICES AGREEMENT; CONTRACT NO. FC-8790

PEACHTREE STREET (DOWNTOWN ATLANTA) URBAN DESIGN PLAN

This Services Agreement (“Agreement”) is entered into and effective as of _____ (the “Effective Date”) between the City of Atlanta (“City”) and the service provider (“Service Provider”) set forth below.

Contract Name: Peachtree Street (Downtown Atlanta) Urban Design Plan	Contract No. FC-8790
Service Provider	City of Atlanta
Name:	Using Agency: Department of Planning and Community Development
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Authorized Representative:	Authorized Representative:

1. Background.

1.1 City desires to obtain from Service Provider the services (“Services”) described generally on **Exhibit A** attached.

1.2 The total not to exceed compensation amount payable by City during the initial term of this Agreement is (“Maximum Payment Amount”). More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A**.

2. Term.

2.1 Initial Term. The initial term of this Agreement will be for five (5) months. This Agreement shall commence on the Effective Date and end on [_____]. The initial term of the Agreement and any renewal term(s) are collectively referred to as the “Term”.

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for Zero (0) additional one (1) year terms according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City’s Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

2.2.2 If such legislation is enacted, within five (5) days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its

initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

3. Interpretation.

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

3.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

1. Agreement
2. Exhibit A – Services and Additional Compensation Terms
3. Exhibit B - Definitions
4. Exhibit D - City Security Policies
5. Exhibit E - Dispute Resolution Procedures
6. Appendix A - Office of Contract Compliance Requirements
7. Appendix B - Insurance and Bonding Requirements
8. Additional Contract Documents

4. Authorization. If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C(not applicable)**.

5. Services.

5.1 Description of Services. Service Provider agrees to provide to City the Services per this Agreement. Exhibit A sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on Exhibit A, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A**.

5.2 Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

5.3 Change Documents.

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other

¹ For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

aspects of this Agreement shall be made by written document (“Change Document” or “Unilateral Change Document”).² All changes shall be implemented pursuant to this subsection (the “Change Document Procedures”) and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change (“Change Request”). Within ten (10) days of receipt of City’s Change Request, Service Provider shall evaluate it and submit a written response (“Proposed Change Document”). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

5.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments,

² Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

6. Service Provider's Obligations.

6.1 Service Provider Personnel. Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 Qualifications. Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

6.4 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later than seven (7) days after Service Provider's receipt of notice from City that the continued assignment to the City Contract of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from City's Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City's Contract any Service Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

6.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

6.6 Key Service Provider Personnel and Key Subcontractors.

6.6.1 The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

(a)

6.6.2 The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

(a)

6.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

7. City's Authorized Representative.

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

8. Payment Procedures.

8.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

8.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with **Exhibit A**. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on **Exhibit A**, Service Provider shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on **Exhibit A**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.5 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the

basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

8.6 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.7 Payment of Other Persons. Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

9. Service Provider Representations and Warranties. As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

9.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

9.2 Standards. The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

10. Compliance with Laws.

10.1 General. Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

10.2 City's Socio-Economic Programs. Service Provider shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

10.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees

and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

11. Confidential Information.

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

12. Work Product.

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

13. Audit and Inspection Rights.

13.1 General.

13.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

13.1.3 Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

14. Indemnification by Service Provider.

14.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

- (a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;
- (b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);
- (c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;
- (d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and
- (e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

14.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

15. Limitation of Liability.

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE **SECTION ENTITLED "INDEMNIFICATION BY SERVICE PROVIDER"** AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

16. Insurance and Bonding Requirements. Service Provider shall comply with the insurance set forth on **Appendix B.**

17. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

18. Termination.

18.1 Termination by City for Cause. City may at its option, by giving written notice to Service Provider, terminate this Agreement:

(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "**Termination by City for Cause**", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by City for Convenience"**.

18.3 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60)

days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

19. Dispute Resolution.

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this **Section** and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

20. General.

20.1 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1900, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this **Section**; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

20.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

20.8 Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

20.9 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

20.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

20.13 Unauthorized Goods or Services. Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Service Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

[Signatures on the following page.]

CITY OF ATLANTA

SERVICE PROVIDER:

By: _____
Mayor

Attest:

Municipal Clerk (SEAL)

By: _____

Name Printed: _____

Title: _____

RECOMMENDED:

Chief Procurement Officer

ATTEST:

Corporate Secretary/Assistant Secretary

(Affix Seal)

Commissioner, Department of Planning
And Community Development

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
SCOPE OF SERVICES



SCOPE OF SERVICES

PEACHTREE STREET (DOWNTOWN ATLANTA) URBAN DESIGN PLAN

The Department of Planning and Community Development is seeking highly skilled professionals to assist City staff in the creation of an urban design plan for Peachtree Street in downtown Atlanta. The plan will address the physical attributes of the street, the mix of retail and other active use, opportunities for creative reuse or infill development, and a strategy to enliven the street twenty-four (24) hours a day. Specific outcomes of this work will include:

- Conceptual plan for streetscape elements including sidewalks, trees and other vegetation, lighting, etc. Plan will include block by block proposals and specify materials.
- A plan for street level use to include retail, restaurants and other uses that will enliven the pedestrian experience twenty-four (24) hours a day.
- A development strategy proposing new ways to consider spaces along the street, reuse of property, infill and other measures to strengthen the economic viability of Atlanta's main street.

The scope of services will specifically encompass the spaces that create a quality and aesthetically pleasing public realm. This may require interdisciplinary input with balanced representation of multiple fields including architectural services and engineering, ecology, local history, green space planning and transportation planning.

Overview. Urban Design encompasses the preparation of design guidelines and regulatory frameworks, or even legislation to control development, advertising, etc. and in this sense overlaps with urban planning. It also deals with space and place management to guide and assist the use and maintenance of urban areas and public spaces.

For the purposes of the prescribed scope of work, the urban design considerations may include:

- Pedestrian zones
- Incorporation of nature and aesthetics
- Urban structure, typology, density and sustainability
- Accessibility
- Animation
- Function and fit
- Complementary mixed uses
- Character and meaning

- Continuity and change

Projected Outcomes. The selected firm will identify and develop an action plan including the following components:

- Identify a collective vision for the community;
- Achieve sustainable urban design principles;
- Create an economically viable plan for future development;
- Provide adequate public facilities;
- Encourage increased employment opportunities;
- Provide adequate buffers between incompatible land uses;
- Address the need for public infrastructure;
- Reduce and/or minimizes traffic conflicts;
- Provide for transit-oriented design principals;
- Develop efficient and practical strategies for achieving functional open space and parkland; and,
- Encourage increased opportunities for affordable, workforce, and market rate housing.

The developed action plan will provide recommendation, tools and strategies that will help us to achieve the following goals and outcomes:

1. Provide the foundation for the development of policies to guide and regulate future development in a coherent and consistent manner centered on urban form, design, and performance.
2. Promote urban development measures that facilitate economically competitive, environmentally sound, socially responsible, and aesthetically-pleasing land-use combinations and urban design elements.
3. Emphasize the importance of preserving historic and cultural features and architecture, and encouraging high-quality building design to compliment the exiting fabric.
4. Strengthen the linkages between the Fairlie-Polar Historic District and the Downtown area.
5. Promote a mix of land uses including the need for affordable/workforce housing, both local and world class businesses, entertainment and culture, live/work spaces, etc.
6. Provide a focused sustainable transportation and accessibility system within the context of the existing street network. This should build upon the complete streets concept.
7. Provide the quality and capacity of public infrastructure including, pedestrian, bicycle, parking, and/or transit-related facilities, necessary to support new or expanded commercial and residential development.
8. Use existing commissions/committees as a vehicle for informing the public and interested stakeholders about the plan and getting them involved in the planning process and implementation phase; involve all interested parties through a charrette method.

EXHIBIT A.1
COST PROPOSAL

Exhibit, A.1 Cost Proposal

FC-8790, Peachtree Street (Downtown Atlanta) Urban Design Plan

Task 1: Development of Design Plan in accordance with Scope of Services:

\$ _____ .

Task 2: Delivery of Final Work Product:

\$ _____ .

Total: _____ .

(Task 1 + Task 2)

Total (in words): _____ .

EXHIBIT B
DEFINITIONS

EXHIBIT B **DEFINITIONS**

When used in the Contract Documents, the following capitalized terms have the following meanings:

“Applicable Law(s)” means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider’s subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

“Charges” means the amounts payable by City to Service Provider under this Agreement.

“City Security Policies” means the policies set forth in **Exhibit D**.

“Code” means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

“Contract Documents” include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

“Facility” or “Facilities” means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

“Force Majeure Event(s)” means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

“Party” or “Parties” means City and/or Service Provider.

“Person” means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

“Service Provider Personnel” means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

“Third Party” means a Person other than the Parties.

EXHIBIT C

AUTHORIZING LEGISLATION

If applicable, legislation will be generated once an award is made.

EXHIBIT D
CITY SECURITY POLICIES

EXHIBIT D

CITY SECURITY POLICIES

SECTION 00001

PART 1 – GENERAL

SCOPE

- A. The Contractor shall be responsible for conducting all work in a safe manner and shall take reasonable precautions to ensure the safety and protection of workers, property and the general public.
- B. All Construction shall be conducted in accordance with the latest applicable requirements for part 1926 of the Occupational Safety and Health Regulations for Construction, as well as any other local, state or federal safety codes and regulations.
- C. The Contractor shall designate a trained and qualified employee who is to be responsible for ensuring that the work is performed safely and in conformance with all applicable regulations.
- D. The Contractor shall determine the safety hazards involved in prosecuting the work and the precautions necessary to conduct the work safely. If the Contractor is unsure as to any special hazards which may be unique to the various processes and facilities at the treatment plant or jobsite, it shall be the Contractor's responsibility to determine such information prior to beginning the work.

SPECIAL REQUIREMENTS – Not Used

SECTION 00002

JOB SITE SECURITY

PART 1 – GENERAL

BARRICADES, LIGHTS AND SIGNALS

- A. The Contractor shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction. All barricades must the Manual of Uniform Traffic Control Devices (MUTCD) Standards.
- B. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs and lights and whenever evidence is found of such damage. The Contractor shall immediately remove the damaged portion and replace it at Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights shall no cease until the project has been accepted by the owner.

SECTION 00003

STORAGE AND PROTECTION

PART 1 – GENERAL

1.01 SCOPE

The work under this section includes, but is not necessarily limited to the furnishing of all labor, tools and materials necessary to properly store and protect all materials, equipment, products and the like, as necessary for the proper and complete performance of the work.

1.02 STORAGE AND PROTECTION

A. STORAGE

1. Maintain ample way for foot traffic at all times, except as otherwise approved by the city representative.
2. All property damaged by reason of storing of material shall be properly replaced at no additional cost to the city.
3. Packaged material shall be delivered in original unopened containers and so stored until ready for use.
4. All material shall meet the requirements of these specifications at the time that they are used in the work.
5. Store products in accordance with manufacturer's instructions.

B. PROTECTION

1. Use all means necessary to protect the materials, equipment and products of every section before, during and after installation and to protect the installed foreign material and damage by water, breakage, vandalism or other causes.
2. Substantially constructed weather tight storage sheds, with raised floors, shall be provided and maintained as may be required to adequately protect those materials and products stored on the site which may require protection from damage by the elements.
3. Replacements: In the event of damage, immediately make all repairs and replacements necessary for the approval of the city representative and at no additional cost to the owner.

4. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending shall be stored with one end elevated to facilitate drainage.
5. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

1.03 EXTENDED STORAGE

In the event that certain items of major equipment such as air compressors, pumps, e.g., have to be stored for an extended period of time, the Contractor shall provide satisfactory long-term storage facilities which are acceptable to the Owner.

SECTION 00004

PART 1 – GENERAL

1.01 PROTECTION OF THE ENVIRONMENT

- A. The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed work, and shall abide by the requirements of all governmental agencies having jurisdiction over the work or Contractor's project operations.
- B. The Contractor shall protect all work including but not limited to excavation and trenches, from rain water, surface water and back-up of drains and sewers. The Contractor shall furnish all labor, pumps, shoring, enclosures and equipment necessary to protect and keep the work free of water. Completed work and stored products shall be suitably protected during unseasonable weather to allow work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather conditions.
- C. Any area used or involved in the project that is disturbed by the Contractor, shall be restored to the original or better condition, even though such area is outside the limits of that specified for grading, grassing or landscaping.

SECURITY AND SAFETY

PART 1 – GENERAL

1.01 COMPLIANCE WITH CITY’S SECURITY REQUIREMENTS

- A. Contractor must comply with City’s security requirements for all job sites and City facilities. The City shall provide copies to the Contractor.
- B. Contractor must cooperate with City on all security matters and must promptly comply with any project security arrangements established by the City.
- C. It is the Contractor’s obligations to comply with all applicable governmental requirements and regulations and to undertake reasonable actions to establish and maintain secure conditions at any jobsite.

1.02 SECURITY PROGRAM

- A. The Contractor shall comply with the site security program at all times on City facilities.
- B. The Contractor shall maintain the security program throughout the Contract duration.
- C. The Contractor and his subcontractors are wholly responsible for the security of their employees, work areas, and for all their material, equipment and tools at all times.
- D. The Contractor shall provide the owner with a list of 24-hour emergency phone numbers including chain of command.

1.03 ENTRY CONTROL

- A. The Contractor shall restrict entry of unauthorized personnel and employees and vehicles onto the Project site.
- B. The Contractor shall allow entry only to authorized persons with proper City-approved identification.

All Contractors/Subcontractors will be required to have their personnel working at these facilities photographed for an I.D. badge before they start work.

- C. The Contractor shall maintain a current Employee Log of employees performing work on site and a Visitor Log and make the log available to the City upon request. This log shall be available to the Owner upon request and submitted to the Owner as necessary.
- D. The Contractor shall require all employees performing activities on site to sign the Employee Acknowledgment of Project Site Rules Log included at the end of this Section. All employees, subcontractor employees and lower tier contractor employees will receive a new employee orientation. Signing the Employee Log by the employee is certifying that the orientation training has been received.
- E. The City has the right to refuse access to the site or request that a person or vehicle be removed from the site if found violating any of the safety, security, or conduct rules as outlined.

1.04 BARRICADES, LIGHTS AND SIGNALS

- A. The Contractor shall furnish and erect such barricades, fences, lights, danger signals and other precautionary measures for the protection of persons or property and of the work as necessary.
- B. The Contractor will be held responsible for all damage to the work and any negligence resulting in injuries due to his failure of erecting adequate barricades, signs, lights and safety provisions as required. Whenever evidence is found of such damage, the Contractor shall immediately remove the damaged portion and replace it at the Contractor's cost and expense.
- C. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the City has been accepted in writing the Project.

1.05 RESTRICTIONS

The Contractor shall not allow cameras on site or photographs taken except with approval of the City.

1.06 CONTRACTOR SAFETY/HEALTH AND SECURITY PLAN

- A. Prior to the performance of any work the Contractor will comply with the specified Safety/Health and Security Plan.
 - 1. Basic pre-employment background checks for criminal convictions, veracity of previous employment and education statements, driving record and financial responsibility as applicable to the position. Record of satisfactory drug/alcohol testing for two years will be provided for those

contractor employees with CDL. Proof of citizenship or work status will be provided for each contract employee.

2. Security Education and Awareness training applicable to the job.
 3. SOPs for safeguarding City equipment, supplies and property.
 4. Certification requested under the SAFETY Act, Homeland Security Act of 2002, if applicable. Provide date and result as requested.
 5. Established process for identification of employees PFD including location. Emergency notification procedures.
 6. If applicable, procedures for entry permits and badges. Procedures for returning badges upon termination of employment.
 7. Anti-terrorism training provided to employees including the state of national alert with appropriate procedures.
 8. Emergency evacuation procedures including accounting for employees at a safe haven.
 9. Procedures for reporting post-contract criminal convictions and traffic accidents to the Contract Officer or City project manager.
 10. SOPs for protecting employees when performing required duties off-site including training for reporting accidents, calling for immediate assistance, job reporting procedures and personal duress codes or alarms.
- B. It is not the City's responsibility to verify the Contractor's safety plan for the adequacy and compliance of the plan. The plan shall provide:
1. Identify the person(s) responsible for implementation and enforcement of Safety/Health and Security rules and regulations for this contract.
 2. Generally address safe work procedures for the activities within the Contractor's scope of work.
 3. Included a new employee orientation program, which addresses job and site specific rules, regulations and hazards.
 4. Include the Contractor's Drug Free Work Place Policy including substance abuse prevention and testing program.

5. Include provisions to protect all of the Contractor's employees, other persons and organizations that may be affected by the work from injury, damage or loss.
 6. Comply with current Fed/OSHA, Safety/Health and Security Plan, facility safety program (when applicable), and locally accepted safety codes, regulations and practices.
 7. Include a site-specific emergency action and evacuation plan.
 8. Include Hazard Communication/Right To Know Program.
 9. Include security procedures for the Contractor's work, tools, and equipment.
 10. Include the capability of providing the Engineer with documentation to show compliance with their plan, plus accidents and investigation reports.
 11. Address any other contract specific requirement, including the requirements of Section 01011, Unique Requirements of these specifications.
- C. Provide a Job Safety Analysis (JSA) for the scope of work, prior to the start of work.
- D. Review of the Contractor's Safety Plan by the City shall not impose any duty or responsibility upon the City for the Contractor's performance of the work in a safe manner.
- E. The Contractor shall be fully responsible for the safety and health of its employees, its subcontractors and lower tier contractors during performance of its work.
- F. The Contractor shall provide the City with all safety reports, training records, competent person list, and accident reports prepared in compliance with Fed/OSHA and the Project Safety/Health and Security Plan as requested.

1.07 PROJECT SAFETY COORDINATOR

- A. The Contractor shall be responsible for the safety of the Contractor's and Engineer's employees, the City's personnel and all other personnel at the site of the work caused by their operations.

- B. If applicable, the Contractor shall have a Project Safety Coordinator, as required under GC-18, Paragraph F.
- C. The Project Safety Coordinator shall ensure compliance with all applicable health and safety requirements of all governing legislation.

1.08 PROJECT SAFETY/SECURITY REQUIREMENTS OF THE CONTRACTOR

- A. It is the responsibility of the Contractor to ensure that all articles of possible personal or monetary value found by Contractor's employees are turned in to the appropriate Facilities Manager.
- B. The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
- C. Should the Contractor dismiss employees who have been given access to City facilities while the contract is in force, the Contractor will advise the City Security office.
- D. The City may request the Contractor to immediately remove from the premises and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:
 - 1. Neglect of duty, absenteeism, security or safety problems and sleeping on the job.
 - 2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
 - 3. Theft, vandalism, immoral conduct of any other criminal action.
 - 4. Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or illegal substances, which produce similar effects while on duty.
 - 5. Vehicle accident while on City property or driving City equipment. No employee, Contractor, or Subcontractor will be extended privileges to drive City equipment on City property if driving privileges have been withdrawn by the State of residence.
- E. All employees shall be required to sign in and out on a designated log sheet. All employees shall be required to sign in and out on a designated log sheet.
- F. All employees shall be required to wear at all times in an observable location, above the waist, on outer clothing, appropriate photo I. D. badges to be furnished

by the Contractor and approved by the City.

- G. Prior to the beginning of each workday, the Contractor shall file with the Department Security representative a list of all employees to be used at the work site. Employee names will be checked using this list and a State or Contractor issued photo I. D. card at the entry gates. Employees not named on the list or without appropriate identification will not be allowed entry.
- H. No one under age sixteen is permitted on the premises after normal working hours. Contractor's employees are allowed on premises only during the specified hours and only when working on this contract. No Contractor employee will be allowed on the premises when not specifically working on this contract at predetermined times and dates.

1.09 EMPLOYEE ACKNOWLEDGEMENT OF THE PROJECT SITE RULES

- A. All employees and agents of the Contractor must adhere to and abide by the contract documents and project rules.
- B. By Signing this Employee Log, I acknowledge that I understand and agree to abide by the project rules outlined below.

I further acknowledge that I have been briefed on specific hazards, hazardous substances that are on-site and the site emergency action procedure.

C. PROHIBITED ACTIVITIES:

1. Unauthorized removal or theft of CITY property
2. Violation of safety or security rules or procedures
3. Possession of firearms or lethal weapons on jobsite
4. Acts of sabotage
5. Destruction or defacing CITY property
6. Failure to use sanitary facilities
7. Failure to report accidents or job related injuries
8. Being under the apparent influence of drugs, alcohol or other intoxicants or in possession of drugs, alcohol or other intoxicants on the property
9. Wearing shorts or tennis shoes on the jobsite
10. Failure to wear a hardhat/safety glasses as required by law.
11. Gambling at any time on the project
12. Fighting, threatening behavior, or engaging in horseplay on the project
13. Smoking in unauthorized areas on the project
14. Open fire cooking or making unauthorized fires on project property
15. Selling items or raffles without authorization
16. Use of unauthorized cameras on the project

17. Use of radio or television in the construction area
18. Failure to park personal vehicle in authorized parking area
19. Failure to wear designated identification [Site Specific]
20. Failure to use designated gates
21. Use or storage of unauthorized chemicals or substances on site.

I have read, understand and agree to abide by the PROJECT SITE RULES. Furthermore, I understand failure to abide by these rules is grounds for being denied access to the project site. I have received a personal copy for my use and reference.

(END OF SECTION)

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

EXHIBIT E
DISPUTE RESOLUTION PROCEDURES

- 1.** If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.
- 2.** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.
- 3.** If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
- 4.** If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

APPENDIX A
OFFICE OF CONTRACT COMPLIANCE
REQUIREMENTS



CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1700
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF
CONTRACT COMPLIANCE
Larry Scott
Director
lscott@atlantaga.gov

April 21, 2016

RE: Project No.: FC-8790, Peachtree Street (Downtown Atlanta) Urban Design Plan

Dear Prospective City of Atlanta Bidder:

The above referenced contracting opportunity has been designated for **competition by and between City of Atlanta Certified Small Business Enterprises (SBEs) only**. The Office of Contract Compliance (OCC) information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to demonstrate compliance with all program requirements at or prior to the time of Bid opening, or upon request by OCC. Sheltered market program requirements mandate that the successful City of Atlanta Certified SBE awardee self perform a percentage of the work scope associated with the contract. The successful proponent will receive participation credit for the dollar value of its' self performance. Bidders are required to ensure that all prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract and afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Pay close attention to the specific SBE sheltered market goals for this project and the SBE sheltered market program reminders listed on page 5.

Additionally, as the City of Atlanta is developing its Small Business Enterprise database, prime bidders are encouraged to utilize OCC's EBO/SBO Program certification application to achieve SBE certification. All firms interested in bidding on this project must be certified as a SBE with the City of Atlanta or have an application for SBE certification submitted to OCC no later than the date and time of the bid opening. City of Atlanta Certified SBE prime proponents must meet the size standards of the United States Small Business Administration Guidelines related to restaurant operators/owners [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: <http://ecfr.gpoaccess.gov/> and choosing "Title 54- Administrative Management & General Management Consulting Services" from the browse-able drop down field.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

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CITY OF ATLANTA
SMALL BUSINESS OPPORTUNITY SHELTERED MARKET
POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. On a contract by contract basis, the director of the office of contract compliance in consultation with the Chief Procurement Officer will designate certain procurements as **sheltered market procurement opportunities**. The purpose of the Small Business Enterprise Sheltered Market Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta. Additionally, The City seeks to promote the growth and development of small businesses through mandated self performance of minimum threshold portions of the scope of the contracting opportunities. The City believes this approach assists in its' effort to promote commerce by assisting SBEs to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources. SBE sheltered market requirements and goals for this project are set forth on page 6.

Implementation of SBO Sheltered Market Policy

The sheltered market designation shall be made only when there is a reasonable expectation that bids will be obtained from at least three responsible COA certified SBEs and that the award will be made at a fair market price. The director of the Office of Contract Compliance and Chief Procurement Officer may agree, with consultation and agreement with the Commissioner of the user agency or his or her designee, to designate certain contracts of a pre-determined expected dollar value for **competition by and between SBEs only**, except for those contracts pertaining to Municipal Street Systems, as described in O.C.G.A. § 32-4-1 et seq., pertaining to public works construction as described in O.C.G.A. § 36-91-1 et seq. or other projects for which a sheltered market would conflict with state law. A sheltered market procurement of a single acquisition or a class of acquisitions may be total or partial. The director of the Office of Contract Compliance and the Chief Procurement Officer may designate a portion of an acquisition as a sheltered market procurement, except for construction.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied “certified SBE prime proponent” requirement of the sheltered market program and will determine whether a Certified SBE Prime proponent has satisfied the good faith efforts requirement of section 2-1372 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and its review of other relevant facts and circumstances. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the good faith outreach practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars self performed, subcontracted to, and/or expended for services performed by all businesses (including certified SBEs), whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified SBEs within the relevant NAICS Codes for such Eligible Project.

Small Business Enterprise Program Bid/RFP Submittals

The Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Sheltered Market Project Participation Plan, and any other information required by OCC in the solicitation document must be completed in their entirety by each Proponent and submitted with the other required Bid/RFP documents in order for the Bid/RFP to be considered responsive. Failure to timely submit these forms, fully completed, will result in the Bid/RFP being considered as non-responsive, and therefore, excluded from consideration.

Monitoring Of SBO Sheltered Market Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's SBE Sheltered Market Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The SBE Sheltered Market Project Participation Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific information on a monthly basis that demonstrates the accuracy of reported self performance dollars and percentages, the use of subcontractors and suppliers where applicable as indicated on the SBE Sheltered Market Project Participation Plan. The failure of the successful bidder to provide the specific information by the specified date each month shall be sufficient cause for the City to evoke penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1373.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

Small Business Enterprise Sheltered Market Goals for this Project

Project No.: FC-8790, Peachtree Street (Downtown Atlanta) Urban Design Plan

The dominant NAICS code(s) and trade(s) to be engaged for the above referenced solicitation is:

541611- Administrative Management & General Management Consulting Services

The U.S. Small Business Administration Size standard threshold for the above dominant NAICS Code(s) is: **\$14.0M**

The ([Peachtree Street Downtown Atlanta Urban Design Plan](#)) procurement has been designated as a sheltered market opportunity for small business enterprises (SBEs). Therefore, there will be **no mandatory subcontractor participation goals** included in this solicitation. However, The COA certified SBE proponent who is awarded this project at the prime level must ensure that it self-performs at least 50% of the proposed contract value before making other scopes of work available for subcontracting.

All firms interested in bidding on this project at the prime level must be certified as a SBE with the City of Atlanta or have an application for SBE certification submitted to OCC no later than the date and time of the bid opening. City of Atlanta Certified SBE prime proponents must meet the size standards of the United States Small Business Administration Guidelines related to restaurant operators/owners [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: <http://ecfr.gpoaccess.gov/> and choosing “Title 54- Administrative Management & General Management Consulting Services” from the browse-able drop down field.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the good faith efforts requirement of section 2-1372 on such Eligible Project. Details of the OCC review process for determination of non-discrimination are detailed on pages 2 and 3 of this document.

Small Business Opportunity Sheltered Market Program Reminders

1. **Certification.** It is the prime contractor's responsibility to verify that all SBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance.
2. **Reporting.** The successful bidder must submit monthly SBO program participation reports to the Office of Contract Compliance in a manner as prescribed by the OCC contract monitor of record
3. **Subcontractor Contact Form.** It is required that bidders list and submit information on **all subcontractors** they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
4. **SBO/EBO Ordinance.** The SBO Program is governed by the provisions of the SBO/EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1356 through 2 - 1480. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. **Supplier Participation.** In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.
6. **OCC Registry of Certified Firms.** To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: <https://pro.prismcompliance.com/default.aspx>. Next, click the drop down arrow under "Visit a Jurisdiction", select "City of Atlanta", and click "go!" Once there, you may search by Industry or Certification to obtain your desired results. You may also go to the website: www.atlantaga.gov/contractcompliance and scroll down to the section heading "Registry of Certified Firms" Click OCC's quarterly list to access the current directory of certified firms.

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SBOSM-2 and SBOSM-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Signature of Attesting Party

Title of Attesting Party

On this ____ day of _____, 20____, before me appeared _____, the person who signed the above covenant in my presence.

Notary Public

Seal

SUBCONTRACTOR CONTACT FORM

List *all subcontractors or suppliers* (Majority, SBE and Non-SBE Certified) that were contacted regarding this project.
****Note: Subcontracting is NOT mandatory on sheltered market projects, however if the Certified SBE Prime awardee is not self performing, they must demonstrate efforts to subcontract with other certified SBE firms at up to 35%**

Name of Sub-contractor/Supplier/JV Partner	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

SMALL BUSINESS OPPORTUNITY SHELTERED MARKET PROJECT PLAN FOR SUBCONTRACTOR/SUPPLIER UTILIZATION

List all subcontractors or suppliers (Majority, SBE and Non-SBE Certified) that were contacted regarding this project.

****Note: Subcontracting is NOT mandatory on sheltered market projects, however if the Certified SBE Prime awardee is not self performing, they must demonstrate efforts to subcontract with other certified SBE firms at up to 35%**

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	Joint Venture Partner? (yes or no)	NIAC Code	Type of Work to be Performed	Ethnicity of SBE Ownership	SBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount

Value of SBE Proponent Self Performance \$ _____ Self Performance vs Total Contract Value _____ % Total SBE Subcontractor % _____
 Proponent's Company Name: _____ Project Name: _____ FC#: _____

Proponent's Contact Number: _____ Printed Signature: _____ Date: _____

(THIS PAGE SHALL BE SUBMITTED FOR EACH SBE FIRM)

LETTER OF INTENT

Proponent Name: _____
Address: _____
City: _____ State: _____ Zip: _____

SBE Firm: M/FBE Firm: _____
Address: _____
City: _____ State: _____ Zip: _____

SBE Contact Person: Name: _____ Phone: (____) _____

Expiration Date of SBE Certification: _____

SBE is performing as: Prime Contractor Sub contractor Joint Venture Member

Work item(s) to be performed by SBE	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
TOTAL SBE			

The bidder/offeror is committed to utilizing the above-named SBE firm for the work described above. The estimated participation is as follows:

M/FBE contract amount: \$ _____ Percent of total contract: _____%

AFFIRMATION:

The above-named SBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Print name) (Title)

(signature) (date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

First Source Jobs Program Policy Statement

The Atlanta Workforce Development agency has determined that the First Source Jobs Program is **not applicable** for FC# 8790, Peachtree Street (Downtown Atlanta) Urban Design Plan.

However, it is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta whenever possible. Although the First Source Jobs Program only applies to Construction Projects, Every contract with the City of Atlanta creates a potential pool of new employment opportunities. All prime contractors are invited to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this, or any COA project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact Michael Sterling of the Atlanta Workforce Development Agency at (404) 546-3000. This City of Atlanta program is not included in or enforceable through 49 CFR Parts 23 and 26.

**Michael Sterling, Interim Executive Director
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, Georgia 30315
(404) 546-3000**

APPENDIX B
INSURANCE AND BONDING REQUIREMENTS

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC 8790 Peachtree St (Downtown) Urban Design Plan

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and

- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by

the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management** at **68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303**.

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

A. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease **\$1,000,000 each accident**
Bodily Injury by Accident/Disease **\$1,000,000 each employee**
Bodily Injury by Accident/Disease **\$1,000,000 policy limit**

B. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate.** The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants
- Products – Completed Operations
- Explosion, Collapse and Underground (XCU) Liability
- Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

C. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

D. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **\$1,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision.

APPENDIX C
GENERAL CONDITIONS

NOT APPLICABLE

APPENDIX D
SPECIAL CONDITIONS

NOT APPLICABLE

APPENDIX E
ADDITIONAL REQUIRED SUBMITTALS

NOT APPLICABLE