



June 6, 2017

ATTENTION INTERESTED CONSULTANTS:

Your firm is hereby invited to submit to Midtown Alliance (the “Midtown”) assisted by the City of Atlanta Department of Procurement (the “DOP”) a proposal for

**FC-9820 – Spring Street Bicycle and Pedestrian Improvements Engineering Design Services.**

Midtown is soliciting proposals from qualified firms in all areas of expertise outlined in the RFQ scope of services, including but not limited to landscape architecture, civil/traffic engineering and transportation planning.

A **Pre-Proposal Conference** will be held on **Thursday, June 15, 2017, at 10:00 a.m.**, at the DOP’s Conference Room in Suite 1900, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. The purpose of the Pre-Proposal Conference is to provide Consultants with detailed information regarding the project and to address questions and concerns. There will be representatives from Midtown Alliance, the Office of Contract Compliance, Risk Management and the DOP available at the conference to discuss this project and to answer questions. Attendance at the Pre-Proposal Conference is **STRONGLY** encouraged for each Proponent desiring to submit a proposal.

Consultants 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 March 28, 2017, are not authoritative. The last date to submit written questions is **Friday, June 16, 2017 at 1:00 p.m.** Questions will be responded to in the form of an amendment.

Your response to this Request for Proposals will be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, **no later than 2:00 p.m., Tuesday, June 27, 2017.**

**\*\*ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 2:00 p.m. \*\***

Consultants’ names will be publicly read at 2:01 P.M. on the respective due date at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303.

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

You are required to email and confirm receipt of your business name, contact person, address, phone number, fax number and the project number to Bruce Pinkney, at [Bruce@MidtownATL.Solutions](mailto:Bruce@MidtownATL.Solutions) to be placed on the Registered Consultant List. Failure to do so will prevent you from receiving any amendments that are issued and may deem you non-responsive.

The proposal document may be obtained from the Department of Procurement by emailing such request to Bruce Pinkney at [Bruce@MidtownATL.Solutions](mailto:Bruce@MidtownATL.Solutions).

The Midtown 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 the best interest of Midtown.



# **Engineering Design Services**

## **Request for Qualifications**

### **FC-9820**

#### **Spring Street Bicycle and Pedestrian Improvements**

**Date Issued: June 6, 2017**

**Due Date: June 27, 2017**

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## Section I – General Information

### Introduction

Midtown Alliance (Midtown - serving as the City of Atlanta's Project Implementation Manager) is seeking qualified consultants, firms or teams with appropriate expertise to undertake streetscape design and engineering work for the portion of Spring Street (US 19 / SR 9) between Peachtree Street and 17<sup>th</sup> Street in Midtown Atlanta.

Respondents must demonstrate competence and experience in all areas of expertise outlined in the scope of services, including but not limited to landscape architecture, civil/traffic engineering and transportation planning. Respondents also must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse groups of community stakeholders. Similarly, respondents should demonstrate the ability to build consensus among public and private interest groups related to the project.

**This RFQ is divided into two phases. Phase I addresses the Consultant Qualification Process. This Phase is outlined in Section III of this RFQ. Responses to this Phase are not to include proposed fees or DBE goal certifications. Proposed fees and DBE goal certifications are addressed in Phase II as outlined in Section IV of this RFQ.**

## **About Midtown and Midtown Alliance**

Located in the geographic center of the Atlanta region, the core of Midtown is a dense, pedestrian-friendly mixed-use district with 43,000 daytime workers, 13,000 residents, and over 9 million visitors. Midtown features more than 20 million SF of office space, 11,000 multifamily housing units, 4,000 hotel rooms, and almost 1 million SF of retail space. It is home to many of Atlanta's top cultural and institutional assets – the Atlanta Botanical Garden, Emory-Midtown Hospital, The Georgia Institute of Technology, Piedmont Park, Savannah College of Art and Design-Atlanta, and Woodruff Arts Center.

Midtown has exceptional access to both I-75/85 and rail transit. Midtown's street grid makes travel within the district easy and major upgrades to the pedestrian and bicycling network have made walking and biking convenient. There are four MARTA rail stations, Amtrak service, regional express bus routes and local shuttles and trolleys.

Midtown Alliance is a non-profit membership organization and a coalition of leading business and community leaders – united in the commitment to Midtown as a premiere destination for commerce, culture, education and living. Since its creation in 1978, Midtown Alliance has been the driving force behind the revitalization of Midtown. Governed by a 71-member board of the district's top private sector leaders, their mission is to improve and sustain the quality of life for those who live, work and play here. Midtown Alliance accomplishes this goal through a comprehensive approach to planning and development that includes initiatives to enhance public safety, improve the physical environment, and strengthen the urban amenities which give the area its unique character.

Guided by a visionary master plan – Blueprint Midtown – and in partnership with Midtown Improvement District, Midtown has become a national model for urban excellence. More recently, Midtown Alliance began implementing its EcoDistrict initiative on the heels of Greenprint Midtown, a sustainability action plan completed in 2012 that focuses a green lens on the important areas of energy, transportation, open space, water, and waste.

In 2000, Midtown Improvement District (MID) was established as a self-taxing district created by Midtown commercial property owners to fund local public improvement projects. The MID addresses issues of importance to stakeholders, including security, marketing, maintenance, sustainability, improvements within the public realm, traffic management and transit enhancements. The day-to-day operation of the MID and its initiatives are managed by Midtown Alliance.

## **Project Background**

Midtown Atlanta's transformation into a vibrant urban district was brought about by thoughtful planning efforts that considered land use and transportation in tandem. The area's massive growth over just the past decade has included significant development projects on the private sector side coupled with major streetscape and open space projects led by Midtown. Primary streets such as Peachtree, 14<sup>th</sup>, 10<sup>th</sup> and Ponce have all seen major capital and transportation improvements. Now in the aftermath of the Great Recession, Midtown is approaching another major growth spurt. An unprecedented amount of private-sector development activity has brought more attention to the district's peripheral corridors, including Spring Street.

While Spring Street serves many positive functions as part of Midtown's overall circulation network, excessive roadway widths, vehicular speeding, a lack of safe pedestrian crossings and absence of inclusive bicycle facilities stifle active street uses, new retail, pedestrian safety and transit use along the corridor. The City of

Atlanta (on behalf of its Implementation Manager, Midtown Alliance) was awarded design and construction funding for this first phase of Spring Street between Peachtree and 17<sup>th</sup> Streets (approximately 0.4 miles) through the Atlanta Regional Commission's (ARC) Last Mile Connectivity Program.

### **Project Purpose**

Although conceptual designs for Spring Street have been produced over the last decade, this construction funding was not available until recently. Due to recent land use and development changes along Spring Street, Midtown is interested in taking a fresh look at transportation and pedestrian upgrades for this portion of the corridor. Preliminary section diagrams illustrating design intent are included as Exhibit G to this RFQ.

The overall purpose of the project is to create a safer and ADA compliant pedestrian environment while establishing a southbound bicycle route along what is currently a high-speed vehicular thoroughfare. As the area along the project has continued to densify over the last 5-10 years, pedestrian activity has increased significantly. In particular, a recently-established residence hall for the nearby Savannah College of Art and Design has resulted in an increase of student activity along this section of Spring Street. The Center for Puppetry Arts within this area is also undergoing a major facility upgrade. However, despite the area's land use changes, the prevailing condition within this section of Spring Street currently includes narrow sidewalks (less than 5' wide in many cases), unsafe intersection crossings and an overall lack of ADA accessibility. The roadway includes four southbound travel lanes and exhibits high vehicular speeds.

Enhanced sidewalks, buffered bike facilities, and reduction in travel lanes are safety countermeasures endorsed by FHWA to improve bicycle and pedestrian safety. These measures will improve safety and access to in and around the project area by reducing pedestrian crossing distances, creating significant buffers between vehicles, pedestrians and cyclists. The addition of street trees will also provide a shaded walking environment, a pedestrian buffer zone and traffic calming measures.

### **Intergovernmental Coordination**

Funding for this project was "flexed" from The Federal Highway Administration (FHWA) to the Federal Transit Administration (FTA) for administration under a FTA awarded grant. The City of Atlanta is a Direct Recipient to the FTA and will serve as the oversight agency for the project. As a third-party contractor and partner to the City of Atlanta, Midtown Alliance will be the Implementation Manager for the project and will take on day-to-day design, engineering and project management tasks. Because the project lies along a state route, the effort will also include coordination and review by the Georgia Department of Transportation (GDOT). Although not required, it is desired that consulting teams demonstrate prior GDOT and FTA experience.

### **Definitions**

City of Atlanta – Owner, City

Midtown Alliance, Inc. – Implementation Manager for the City of Atlanta (Midtown)

Proposer – Prime responder to this RFQ (Contractor, Consultant, bidder, offeror)

Submitted Response – bid

Sub-consultant - Non-prime responder to this RFQ (subcontractor)

## **Section II – Scope of Services (Services)**

### **Overview**

Midtown is requesting the services of Professional Engineering Firms (“Consultant”) to provide professional design and construction administration services. The Consultant’s Basic Services shall include the provision of various professional services as hereinafter stated that include civil, electrical, landscape architectural, structural engineering, bidding, and construction administration.

In general, streetscape elements for pedestrian corridor projects include sidewalks, utilities where necessary, street lighting, street trees, street furniture (trash receptacles, bicycle racks, etc.) and re-paving of streets as needed. All work is anticipated to occur within the existing public rights-of-way. All design work should be consistent with Midtown SPI-16 Development Guidelines (can be downloaded from Midtown Alliance website).

### **A. Typical Services**

The following are typical specific services which will be required.

1. Attend project kick off and progress meetings and prepare minutes of meetings.
2. Collect and compile information.
3. Preparation of preliminary engineering, final engineering and design development reports.
4. Consultation, coordination and permitting interaction with GDOT, the City and other permitting agencies.
5. Planning, scheduling, monitoring, controlling, and estimating.
6. Prepare a revised detailed cost estimate for the project when engineering reaches 30%,60%, 90% and 100% (prior to the start of construction bidding phase).
7. Maintaining document tracking and project control system for duration of project.
8. Issuing supplementary details and instructions as required.
9. Reviewing shop drawings for general compliance with design requirements and contract documents.
10. Making periodic site visits to assess general progress and conformity of the work with the contract documents and quality of workmanship.
11. Ensuring that the contractor’s as-built record drawings are accurate and up to date on a periodic basis and upon completion of the project.

### **B. Civil Planning and Transportation**

The Services shall follow the GDOT Plan Development Process (PDP), Plan Preparation Guide (PPG), Federal Highway Administration (FHWA) Policies, rules and regulations of the Federal Transit Authority (FTA) certification and assurances, and American Association of State Highway and Transportation Officials (AASHTO) Guidelines. Additional references include the “Road to Success Manual,” the “Pedestrian and Streetscape Guide,” City of Atlanta Right of Way Manual, and all current GDOT design standards and guides.

In addition, the Services shall include concept report, survey, preliminary construction plans, final right of way plans (including staking of right of way), final construction documents, construction administration and project close out.

### **C. Surveying**

The Consultant shall provide topographical surveys, existing condition, and boundary line surveys of project limits.

#### **1) Minimum Requirements**

- a) The surveyor must be a registered land surveyor, duly licensed in the state of Georgia. The completed survey must have the surveyor's original signature, the surveyor's registration number, and have the surveyor's seal affixed.
- b) The Survey Consultant will perform an existing condition and topographical survey in accordance with GDOT requirements (GDOT's Survey Manual - the Automated Survey Manual) and consisting of the following:
  - i) Survey Consultant will review previously prepared data and combine with new survey data to be collected as described below. The Survey Consultant will convert previously prepared survey into the current GDOT-approved version of Microstation and InRoads format as required to meet GDOT requirements.
  - ii) New survey data will be collected in Microstation V8i and InRoads format per GDOT requirements.
  - iii) Collect edge of pavement, roadway crown point, curb and gutter, front and back of existing sidewalk and hardscape areas, building corners with finished floor elevations, street trees with caliper size and spread of branches shown in scale and the outline of massed trees, elevations at base of each tree shall be identified, existing landscaped areas, driveway limits and spot elevations, visible above-ground utility appurtenances.
  - iv) The surveys will be limited from the centerline of Spring Street to 15' beyond the right-of-way along Spring Street and 50' beyond the radius return of each side street intersection.
  - v) Locate property corners, and establish the right-of-way line along Spring Street within the survey limits.
  - vi) The survey shall show any right-of-way encroachments of buildings and of structural appurtenances, such as loading docks, awnings, basements, canopies and fire escapes whether surface or subsurface. The extent of such encroachments shall be clearly defined and any known variance granted by governmental authority for such encroachments shall be listed and explained.
  - vii) The survey shall show all pavement striping including the size and width, type, and location of any and all parking areas indicating the number of parking spaces, parking meters, pay kiosks, and road signs (both overhead and ground).
- c) Utility data collection requirements:
  - i) Locate all known above ground and underground utilities including, but not limited to, sewer, water, electric, telephone, fire hydrants, cable television, natural gas, propane gas, or petroleum and other underground features such as known foundations or basements. Indicate whether each utility line is above or below ground. All utility locations and markings shall be performed by a firm that currently satisfies State and Local government requirements to perform such work. The work will be performed and recorded as prescribed by SUE Level B requirements.

- ii) Indicate type of overhead lines, poles and guy wires. Indicate lowest clearance of ground to wire for accessibility.
- iii) Indicate the rim elevation, pipe sizes and materials, and each inflow/outflow invert elevations at culverts, manholes, catch basins, and area drains. Include next adjacent off-site manhole, regardless if it is in the indicated survey or not.
- iv) Identify all pull box locations, water meters, valves, and other miscellaneous infrastructure elements including guide wires for power poles. Indicate name of operating authority, contact personnel and telephone number for all utilities on survey. Show recorded or otherwise known easements and referenced source.
- v) The Services will obtain from all utilities a letter of "No Conflict."

#### **D. Construction Plans**

1. Prepare construction plans as basis for a field plan review and shall follow the current GDOT Plan Presentation Guide:
  - Cover and index sheets
  - Demolition Plan
  - Site Plan
  - Grading plan
  - Roadway and/or sidewalk construction plans
  - Fencing and Security Plans
  - Typical sections
  - Horizontal and Vertical alignments
  - Roadway Plan and Profile sheets
  - Roadway drainage plan and profile sheets
  - Erosion and Sedimentation Control plans
  - Roadway Cross Sections at every 50 feet interval, as required
  - Driveway Profiles
  - Utility plans
  - Landscape Plans and details
  - NPDES Permit Plan
  - Staging and Maintenance of Traffic Plans
  - Signalization Plans
  - Engineering estimate during the latter stages of a project when engineering has reached 50%, 90% and 100% complete, prior to the start of the project construction bidding phase.
2. Prepare Drainage and Hydraulic Calculations (including gutter spread)
3. Prepare and submit design variances and exceptions
4. Preliminary quantity and construction cost estimates
5. Provide monthly update along with monthly invoice
6. Submit and coordinate preliminary utility plans to various utility agencies



7. Attend preliminary field reviews as required
8. Update plans based on comments received from preliminary field plan reviews.

**E. Environmental Documentation**

Provide necessary documentation for city, state, and federal review, including but not limited to the following:

1. Environmental documents for review and respond to comments
2. Prepare an environmental assessment and impacts for the project (social, air quality, noise, water quality, flood plains, etc.) as applicable.
3. Preliminary environmental evaluation as needed
4. Provide preliminary environmental investigation documentation.

**F. Right of Way Plans**

1. Identify and calculate the required right of way and easement areas as necessary for each parcel on the project.
2. Right of Entry documents, right of way plans, data and cover sheet.
3. All points used to describe right of way and easements to be acquired shall be staked in the field. Timing of the staking to be determined by Midtown. Each point shall be identified on the stake.
4. Submit right of way plans for review and revisions.
5. Prepare metes and bounds legal descriptions for all right of way acquisitions. Summary tables will be sufficient for easements. However, if negotiations lead to condemnation, metes and bounds legal descriptions will be needed for those easements being condemned.

**G. Final Construction Documents**

1. Final construction documents shall include, but not limited to:
  - Cover sheet, index, legend and required notes
  - Typical sections
  - Detailed quantity estimates
  - Roadway and /or sidewalk construction plans
  - Roadway profile as required
  - Drainage layout and profile
  - Maintenance of traffic during construction plans
  - Erosion & Sedimentation Control plan
  - Roadway cross sections at 50 feet interval, as required
  - Utility plans
  - Landscape plans and details
  - Standard and specific construction detail sheets
  - Special provisions

- Signing and marking plans
- Signalization plans
- Technical specifications

2. Consultant shall:

- a) Submit final construction documents to Midtown, City of Atlanta, and GDOT if required for review and respond to comments
- b) Provide monthly updates to Gantt Chart Schedule along with monthly invoice. Monthly invoices should be accompanied by supporting documentation for expenditures and detailed progress report.
- c) Prepare a revised detailed cost estimate for the work at 50%, 90% and 100% of final construction documents.
- d) Present the final construction plans in a public forum.

#### **H. Contract Administration Services**

The Contract Administration (“CA”) Service will commence with the NTP of the Contract for Construction and, together with the Consultant’s obligation to provide Basic Services under the Services Agreement, will terminate when final payment is approved and released to the Consultant as otherwise agreed in writing. To the extent practicable:

- 1. After the award of a Contract for Construction, the Consultant’s services shall include monthly visits to the site of the project to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents.
- 2. The Consultant’s services shall also include the review and approval of the contractor’s submittals such as shop drawings, product data, and samples to assure adherence to the intent of the working drawings and specifications. Such actions shall be taken with reasonable promptness so as to cause no delay. Other services required include responses to the contractor’s RFQ and any resulting design amendments or changes.
- 3. The Consultant shall not be responsible for the contractor’s failure to carry out construction in accordance with the working drawings and specifications. It is mutually agreed, however, that the Consultant is obligated to report promptly to Midtown any known defects or deficiency in the contractor’s work or materials.
- 4. The Consultant shall attend and participate in monthly construction coordination meetings, as well as issues meetings and pre-activity meetings.

#### **I. Project Close-Out – As-Built and GIS Deliverables**

The Project Close-Out phase is initiated upon notice from the contractor that the Work, or a designated portion which is acceptable to Midtown, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended. The Consultant’s basic services shall consist of delivering with latest GDOT standards:

- 1. Review of general accuracy of information submitted and certified by the Contractor for the preparation of Record drawings.

2. Preparation of electronic AutoCAD drawings, based on information furnished by Midtown's Construction Manager including changes in the work made during construction.
3. Transmittal of final as-built record drawings and general data, appropriately identified, to Midtown's Construction Manager.
4. During final inspection, assisting the Construction Manager and Midtown or its Designated Representative in the development of the punch-list items to be completed by the Contractor.
5. Assist Midtown's Construction Manager with the determination of the amounts to be withheld until final inspection.
6. Assist Midtown's Construction Manager with the Provisional Acceptance Inspection to verify final completion of the punch-list items submitted to the contractor of items to be completed or corrected.
7. Provide recommendations to Midtown during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.
8. Provide inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems, and equipment.

## Section III – Qualification Process – Phase I

### Rights Reserved

This RFQ does not commit Midtown to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. Implementation Manager reserves the right to accept or reject any or all Submittals received as a result of this request and to waive minor irregularities in the procedure.

### Submissions

All responses to the Request for Qualifications must be submitted no later than **2:00 p.m. on Tuesday, June 27, 2017**, to the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303. Submittals received after this time and date will not be considered. Please address the submittal to the attention of **Ms. Cladie Washburn**, Director, Capital Projects Program, Midtown Alliance c/o City of Atlanta. The proposer must submit one (1) master (hardcopy), one (1) digital version in pdf format, and five (5) duplicates (hardcopies) of their submittal for evaluation purposes. **The response to this RFQ should not exceed 30 total pages.**

### **Contents of Submittals:**

1. The Qualifications Submittal must include the following:
  - a. Team organization – Identify a project manager and describe the person's relevant qualifications and experience on similar projects. Provide a list of project team members, identifying their relevant qualifications and experience and the tasks for which they will be responsible. Provide evidence that prior Statements of Projected Project Costs were accurate.
  - b. Consultant Capability and Experience – Demonstrate the ability to perform the work outlined in

the scope of services on schedule and within budget including a minimum of three (3) examples of similar or related projects successfully completed within the last five years. A preliminary work program and schedule should also be included. Due to the fact that the Spring Street project will likely span several years, it is important that respondents confirm the availability of firm personnel and/or project team members for the duration of the project.

- c. Minority Participation – Midtown believes that it is important to encourage the participation of small and local businesses and that the participation of these types of businesses will strengthen the overall economic fabric of the project and provide employment to local residents. Midtown shall review the Proposer’s written documentation addressing the Consultant’s DBE outreach efforts.
- d. Statement of Project Understanding – Demonstrate a clear understanding of the project, including relationships of project elements to adjacent neighborhoods, concerns of adjacent retail and other economic development issues, knowledge and understanding of general traffic, transit, and pedestrian circulation issues in the area, and an understanding of Midtown SPI-16 Development Guidelines.
- e. Project Approach – Provide a concise summary of the team’s approach to the project. If your submittal is based upon any variation to the scope of work (reduced or additional services), please outline any clarifications or modifications.
- f. Collaboration and Public Participation – Demonstrate an ability to work collaboratively with and facilitate consensus among a variety of government, neighborhood, non-profit and business interests.
- g. Sustainability – Midtown is committed to reducing the environmental impacts of its work and improving the environmental performance of Midtown in general. To that end, the submittal should outline how you intend to incorporate sustainability into the work tasks.
- h. GDOT Pre-qualification Classification - Please submit evidence that the prime consultant is prequalified in at least one area of GDOT’s Division 3 – Highway Design Roadway classification.
- i. Exhibit Required Submittals – The Proposer shall submit executed copies of Exhibits D (E Verify) and Exhibit E (Certifications) and Exhibit H (Compliance Certificate) with their submittal. Failure to submit these documents will result in the submittal to be declared as non-responsive and it will be rejected.
- j. The Proposer shall submit a statement acknowledging that Exhibit A (Insurance Requirements) and Exhibit F (Required Federal Provisions) will be included within the Consultant’s contract with Midtown should Phase II be consummated. Failure to submit these documents will result in the submittal to be declared as non-responsive and it will be rejected.

### **Evaluation Criteria and Selection Procedures**

The selection process is based on the qualifications review of the submittals and interviews of the three finalists. The scope of services are to be completed on time, within the agreed upon fee, and meeting all project goals. It is Midtown’s intent to select three finalists directly from information gained from the submittal review. An interview will be coordinated between the three finalists whereby the Proposer can discuss their submittal to the Selection Committee and respond to questions. No additional documents will be

accepted at the interview. The Evaluation Criteria within Exhibit C will be the used to determine the final selection (if any) and rankings. The Selection Committee will consist of three individuals from the City of Atlanta. It is anticipated the interviews will be within three weeks from the due date of this RFQ.

### **Inquiries**

Consultants may submit written questions via email to the contact below. Questions must be received by 1:00 p.m. on June 16, 2017 and will be answered on or before June 21, 2017. No phone calls regarding this RFQ will be accepted.

Cladie Washburn  
Director, Midtown Capital Projects Program  
Midtown Alliance  
[cladie@midtownalliance.org](mailto:cladie@midtownalliance.org)

## **Section IV – Acceptance and Contract Negotiations – Phase II**

The successful Proposer will be notified by Midtown. After which Proposer shall submit to Midtown a proposed Contract and fee schedule. The Proposer will also submit to The City of Atlanta Office of Contract Compliance (OCC) the completed documents contained Exhibit B.

Midtown and the Proposer will negotiate the terms of the Contract and contract fees. Should negotiations fail or should the Proposer not receive affirmation from OCC concerning compliance with the City of Atlanta's DBE program, Midtown shall have the sole right without liability to notify the next qualified Proposer and begin the events outlined above.

### **Fee Proposal**

Fee Proposal - After the successful Proposer has been notified, a Fee Proposal must be submitted. Should the Proposer fail to submit the Fee Proposal to Midtown within ten calendar days after notification, Midtown can declare the negotiations failed and shall have the sole right without liability to notify the next qualified Proposer and begin the events outlined above and in Section IV. The Fee Proposal must include the following:

1. A total fee for each of the two phases (Construction Documents and Construction Administration) as outlined in this RFQ. Submittals should also include the following:
2. The standard hourly billing rate for each staff member anticipated to work on this project.
3. The number of hours proposed for each staff member.
4. The percent and amount of work to be completed by the prime consultant and any sub-consultant(s).
5. The fee for Construction Document phase shall be divided into the following phases:
  - a. Survey and existing conditions information collecting
  - b. Schematic
  - c. Design development
  - d. 30% Construction Documents
  - e. 56% Construction Documents
  - f. 90% Construction Documents
  - g. 100% Construction Documents

- h. Permit coordination
  - i. Environmental documentation
  - j. Bid coordination
6. Total cost for anticipated reimbursable expenses on a not to exceed basis.

### **DBE Compliance**

DBE Compliance - The Successful Proposer shall submit an executed DBE Compliance Certificate and other documents as required by The City of Atlanta's DBE program per Exhibit B of this RFQ to Midtown within ten calendar days after notification. The Proposer's response to the DBE goal of 31.5% will be reviewed by The City of Atlanta's Office of Contract Compliance (OCC). The Proposer must receive OCC's positive affirmation that The City of Atlanta's DBE program has been satisfied and that the Proposer will continue with the compliance throughout the life of the project. Should the Proposer not receive such affirmation after a reasonable time, solely determined of Midtown and at Midtown's sole discretion, Midtown can declare the contract negotiation as failed.

### **Procedures**

After notified by Midtown the Proposer and Midtown will proceed with the following:

- a. Midtown will schedule a meeting with the Proposer after Midtown has the opportunity to review the Fee Proposal. Midtown may enter into Negotiations with the Proposer regarding the proposed services and the compensation that will be paid for the Services.
- b. The Fee Negotiations will be based upon the data submitted by Proposer and an evaluation of the specific work hours required for each Service if such information is requested by Midtown.
- c. Based upon its own independent cost analysis, Midtown may identify differences in the work hour estimates and reject any fee proposals submitted by Consultant, or request modifications to those cost estimates. Before the proposal is accepted by Midtown, if at all, Midtown and Proposer must reach a mutual agreement concerning the scope and fee for the Services.
- d. If Midtown and Proposer reach an agreement concerning the Scope of Services and Fee, a draft contract will be submitted by the Proposer. Negotiations will proceed concerning the draft contract language. If, at all, Midtown and Proposer reach a mutual agreement concerning the contract language, execution of the contract shall proceed.

Midtown will not reimburse any costs incurred prior to a formal notice to proceed should a contract award result from this solicitation. Costs in conjunction with this RFQ shall be borne by the Proposer. Additionally, Midtown reserves and holds without any liability on the part of Midtown the following rights and options:

- a. To select a consultant to perform the scope of work described in this request
- b. To reject any and/or all submittals or portions of submittals
- c. To reject a sub-consultant
- d. To re-advertise if deemed necessary
- e. To interview candidates prior to making a selection
- f. To issue subsequent Requests for Qualifications
- g. To approve, disapprove, modify or cancel all work to be undertaken.

## **Section V – Proposed Project Schedule**

### **Project Schedule**

- June 6, 2017 – RFQ Issued
- June 15, 2017 – Pre-Proposal Conference (10:00 a.m. at City of Atlanta, Department of Procurement, Conference Room in Suite 1900, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303)
- June 16, 2017 – Last date for written questions
- June 21, 2017 – Written questions answered via email to all registered Consultants
- June 27, 2017 – Submittals Due by 2:00 p.m. (City of Atlanta, Department of Procurement, Suite 1900, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303)
- Week of July 10, 2017 – Interviews (at Midtown’s decision)
- July/August 2017 – Consultant Selection

**Midtown wishes to thank all in advance for submitting**

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## Exhibit A

### Insurance Requirements and Sample ACORD



Exhibit A

**INSURANCE & BONDING REQUIREMENTS**  
**FC- 9820 Spring Street Bicycle Pedestrian Improvements**

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 Accord 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	<b>\$500,000 each accident</b>
Bodily Injury by Accident/Disease	<b>\$500,000 each employee</b>
Bodily Injury by Accident/Disease	<b>\$1,000,000 policy limit</b>

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
- ☒ 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. Excess or Umbrella Liability Insurance

Contractor/Consultant shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **\$3,000,000** per occurrence.

- ☒ Coverage must follow form with primary policy
- ☒ May be used to achieve minimum liability limits
- ☒ Coverage must be as broad as primary policy

E. 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.

**End of Document**



Exhibit A – (revised 03/17/17)  
SAMPLE FORM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVE OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

Producer:	CONTACT	
	NAME	
INSURED	PHONE (A/C, No. Ext)	FAX (A/C, No.):
	E-MAIL ADDRESS	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER R:	

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Contractual Incl. <input type="checkbox"/> XCU Included GEN. AGGREGATE LIMITS APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA. OCCUR) MED EXP (any one person) PERSONAL AND ADV. INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$50,000 \$5,000 \$1,000,000 \$2,000,000 \$2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NOW-OWNED AUTOS		X				COMBINED SINGLE UNIT (EA. ACCIDENT) BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE (PER ACCIDENT)	1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB. <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	X	X				EACH OCCURRENCE AGGREGATE	\$3,000,000 \$3,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	Y/N N	X				<input checked="" type="checkbox"/> WC STATUTORY LIMIT <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA. EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
D	Professional Liability						PER CLAIM AGGREGATE	\$1,000,000 \$1,000,000

Project Name Midtown Intersection Improvements CGL and Umbrella policies are endorsed to include Midtown Business Association, Inc. and City of Atlanta as Additional Insured (including completed operations) on a primary and non-contributory basis. All policies endorsed for Waivers of Subrogation and 30 days' notice for Midtown Business Association, Inc.

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

## Exhibit A.2

### Minimum Qualifications

## **Minimum Qualifications:**

### **Area Class Requirements and Certification**

Presented teams must be prequalified in the indicated Area Class(es) in order to be evaluated. Teams shall submit proof of prequalification shall be submitted. All Submittals will be pre- screened to verify that the Prime consultant has the required Area Class(es) and that the overall team has all of the required Area Class(es). Any submittal in which the Prime consultant or the overall team area class requirements are not met will be disqualified from further consideration. All phases of this project should proceed using the guidance established in the GDOT Plan Development Process (PDP). All required engineering studies are considered part of the scope of services.

The Prime proponent **MUST** be prequalified by the Georgia Department of Transportation ("**GDOT**") in the following classes 3.02 Urban Roadway Design and 3.09 Traffic Control Systems Analysis, Design and Implementation. The Prime Consultant or one of their sub consultant team members **MUST** be prequalified by GDOT in all of the area classes listed below:

<u>Number</u>	<u>Area Class</u>
1.06(a)	NEPA
1.06(b)	History
1.06(c)	Air Quality
1.06(d)	Noise
1.06(e)	Ecology
1.06(f)	Archaeology
3.13	Bicycle and Pedestrian Facility Design
5.02	Engineering Surveying
3.02	Urban Roadway Design
3.08	Landscape Architecture
3.09	Traffic Control Systems Analysis, Design and Implementation
3.10	Utility Coordination



## **Exhibit B**

### **City of Atlanta DBE 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](http://www.atlantaga.gov)

OFFICE OF CONTRACT COMPLIANCE  
Larry Scott  
Director  
[lscott@atlantaga.gov](mailto:lscott@atlantaga.gov)

June 5, 2017

**RE: Project No.: FC# 9820 - Spring Street Bicycle Pedestrian Improvements**

Dear Prospective Atlanta Midtown Alliance Bidder:

This diversity inclusion packet is substantially different from all previous packets. The Office of Contract Compliance's **Disadvantaged Business Enterprises (DBE)** information is an integral part of every Federally Funded City of Atlanta bid or proposal. Your efforts to assist us in mitigating the present effects of past discrimination against disadvantaged business enterprises are essential. Please read all of the information very carefully. Pay close attention to the contract goals for this project and the DBE program reminders listed on page DBE 5.

Many businesses that appear in the City of Atlanta's register as certified M/FBEs or SBEs are not currently certified as **Disadvantaged Business Enterprises**. Certification of DBE firms is being handled through the Georgia Department of Transportation (G-DOT) and M.A.R.T.A. Please see page DBE 2 for details of certification of DBEs. Thank you for your extra attention to the DBE program.

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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## **IMPLEMENTATION OF DBE POLICY CONTRACT GOALS**

The City of Atlanta establishes contract goals only on those contracts that have subcontracting and (where applicable) joint venture possibilities. The size of the contract goal is adopted on a project by project basis, impacted by the circumstances of each such contract (e.g. type and location of work, availability of DBEs to perform the particular type of work), in relation to the City's annual DBE goal.

The City of Atlanta expresses its contract goals as a percentage of the total amount of each particular DOT-assisted contract.

Each solicitation for which a contract goal has been established requires the bidders/offerors to submit the following information as part of their bid or offer:

1. The names, addresses and phone numbers of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm's participation;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation is submitted to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and,
6. If the contract goal is not met, evidence of good faith efforts to meet the goal.

The City of Atlanta has designated the Office of Contract Compliance as its DBE Liaison Office. The address of OCC is 55 Trinity Avenue, Ste. 1700, Atlanta, Georgia 30303. The phone number is (404) 330-6010.

Each contracting opportunity is individually evaluated and the individual contract goal is adjusted as appropriate in relation to the City's Annual DBE goal. The City of Atlanta will express its contract goal as a percentage of the total amount of each individual DOT-assisted contract.

## **GOOD FAITH EFFORTS**

The City of Atlanta treats bidder/offers' compliance with good faith effort requirements as a matter of responsiveness. Compliance of bidders with the DBE requirements, including good faith efforts, will be evaluated according to the standards of 49 CFR Parts 23 and 26, or 40 CFR Parts 30 through 40 (as applicable).

### **DEMONSTRATION OF GOOD FAITH EFFORTS**

The obligation of the bidder/offers is to make good faith efforts to meet the goal. The bidder/offers can demonstrate that it has done so either by meeting the contract goal or documenting its good faith efforts. Examples of good faith efforts are found at 49 CFR Parts 23 and 26 or 40 CFR Parts 30 through 40 (as applicable) Appendix A and are attached to this document.

OCC is responsible for determining whether a bidder/offers who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive. In determining whether a bidder/offers is responsive to the DBE goals, OCC will consider whether the information submitted by that bidder/offers is complete, accurate and adequately documents the bidder's/offers's good faith efforts. Bidders who are informed that they have not met the "good faith efforts" requirements are entitled to administrative reconsideration of that determination, per 49 CFR 26.53(d).

**DISADVANTAGED BUSINESS ENTERPRISE  
CONTRACT GOALS FOR FTA FUNDED TASKS**

**PROJECT # FC# 9820 - Spring Street Bicycle Pedestrian Improvements**

**(Note: The goals listed below on this page apply to all task orders completed with FTA funding)**

All proponents must ensure that non-discriminatory practices are utilized to enter into subcontract agreement(s) with Georgia Department of Transportation (G-DOT) certified Disadvantage Business Enterprise (DBE) firms in accordance with federal regulations. The subcontract agreements, at the very least, should reflect details of the subcontractor company's/companies involvement in the **FC# 9820 - Spring Street Bicycle Pedestrian Improvements** project throughout the life of the contract.

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

**Architectural Services: 541310  
Engineering Services: 541330**

The above referenced dominant NAICS code was used for the purposes of calculating the appropriate participation goal(s). However, any GA-DOT/MARTA certified firm that is engaged by the successful Prime proponent who performs a commercially useful function in the execution of the project will be eligible to be counted for participation credit. The availability of certified DBE firms for the procurement categories in the various scopes associated with this project is:

**31.50% DBE**

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 non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 3 of this document.

**Note:** DBE participation is expected for the life of contract. City of Atlanta M/FBE or SBE certifications will not be able to be counted toward the participation goal.

OCC will count DBE participation in the form of a certified DBE a prime contractor, DBE certified joint venture partner (Joint ventures are not mandated on this contracting opportunity), or certified DBE sub-contractor arrangement. **The above referenced goal will be measured against total contract value inclusive of any change orders and/or miscellaneous modifications that may occur throughout the life of the project. Achievement of the DBE participation goal must be contemplated on the base bid amount. Participation on any options or additive alternates must be contemplated separately.**

## **MONITORING OF DBE POLICY**

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project 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 DBE information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific DBE information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Sections 2-1452 and 2-1456.

The City of Atlanta will require prime contractors to maintain records, documents, and receipts of gross revenue attributed to DBEs for three years following the performance of the contract. Those records must be made available for inspection upon request by any authorized representative of the City of Atlanta or DOT. This reporting requirement also extends to any certified DBE subcontractor.

The City of Atlanta will keep a running tally of actual gross receipts attributed to the DBE firms from the time of the contract award.

The City of Atlanta's Office of Contract Compliance, or its designee, will perform interim audits of gross receipts and contract payments to DBEs if applicable. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

## **DBE PROGRAM REMINDERS**

1. DBE Plan. All proposals must contain a DBE Participation plan in accordance with the goals set forth above. The DBE plan must identify each DBE's name, address, and contact name, work description, and contract amount.
2. Subcontractor and Supplier Participation. On projects with subcontractor and supplier opportunities, disadvantaged business enterprise participation may only be met through certified businesses that meet the standards of 49 CFR Parts 23 and 26, Subparts D and E. Each prime contractor must meet the requirements of the DBE program.
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. For your convenience, fillable versions of the Appendix A documents are available on the OCC webpage should you require additional pages.
4. Failure to Meet DBE Goals. Any bidder unable to meet the DBE goals must document the good faith efforts it made to meet the goals. Documentation must follow the requirements of the DBE plan pursuant to 49 CFR Parts 23 and 26, of 40 CFR Parts 30 through 40 (as applicable) etc. If the City determines that good faith efforts were not made, the bidder is entitled to administrative reconsideration under 49 CFR 26.53, or 40 CFR Parts 30 through 40 (as applicable).
5. Certification. As of March 1, 2004, the City no longer does DBE Certification. DBE Certifications are now handled by the GA Department of Transportation (G-DOT) and MARTA. The contact number for G-DOT is (404) 656-5267. The contact number for MARTA (404) 845-5000.
6. Reporting. The successful bidder must submit monthly DBE participation reports to OCC in a form as prescribed by the Office of Contract Compliance monitor of record.
7. DBE Concession Program. The DBE Concession Program is governed by the provisions of "49 CFR Parts 23 and 26".
8. Contract Assurance. The Concessionaire shall not discriminate on the basis of race, color, national origin, sex, religion, or sexual orientation in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26, or 40 CFR Parts 30 through 40 (as applicable) in the award and administration of federally assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Atlanta deems appropriate. Anti-discrimination provisions based upon religion and sexual orientation are not included by or enforceable through 49 CFR Parts 23 and 26, or 40 CFR Parts 30 through 40 (as applicable), but are enforceable through the City of Atlanta regulations.



## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

### **PROJECT FC# 9820 - Spring Street Bicycle Pedestrian Improvements**

#### **IMPLEMENTATION OF EEO POLICY**

The City effectuates its EEO policy by adopting racial and gender workforce goals for every contractor performing work for the City of Atlanta on federally funded projects. These goals are derived from the work force demographics set forth by the United States Department of Labor Federal Office of Contract Compliance. These goals are not included in or enforceable through 49 CFR Part 26, or 40 CFR Parts 30 through 40.

#### **A FIRM 'S WORK FORCE CONSISTING OF LESS THAN TWENTY-FIVE (25) EMPLOYEES IS EXEMPT FROM THE FOLLOWING EEO REQUIREMENTS**

The Office of Federal Contract Compliance Programs (OFCCP) is the office of the United States Department of Labor that has responsibility for administration and enforcement of the Equal Employment Opportunity requirements under the contract compliance program which is authorized by Executive Order 11246 as amended, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans Readjustment Act of 1974. The programs mentioned above prohibit Federal contractors and sub-contractors from employment discrimination based on Race, Sex, National Origin, Religion, Sexual Orientation, and against persons with Disabilities or Vietnam Era Veterans, and requires such contractors to take affirmative action to ensure equal employment opportunity.

#### **BUSINESS DEVELOPMENT PROGRAMS**

Though the DBE program primarily focuses on DBE participation at the subcontractor level, it is also important to provide DBEs with experience, training and skill development at the prime contractor level. The City of Atlanta encourages joint ventures between a prime contractor and an DBE, or a mentor protégé agreement between a prime contractor and a DBE whenever feasible on applicable contracts. The general description of the joint venture and mentor-protégé agreements is found on **Attachment 1 and Attachment 2** hereto and in the Atlanta Code of Ordinances.

## CITY OF ATLANTA CONTRACT COMPLIANCE CERTIFICATE

The undersigned has prepared and submitted all the documents attached hereto. The documents have been prepared with a full understanding of the City's goals and objectives with respect to increased opportunity in the proposed work to be undertaken in performance of this project. It is the company's intent to achieve the Disadvantaged Business Enterprise goals, the Equal Employment Opportunity goals, and the First Source Jobs Employment goals.

All information and representations contained herein and submitted with this bid or proposal are true and correct.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature  
Company Authorized Representative

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

FC Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

**DBE -1**

## SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Both DBE and Non-DBE Certified) that were contacted regarding this project.

Name of Sub-contractor/ Supplier	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

## SUBCONTRACTOR CONTACT FORM

**List all subcontractors or suppliers (both DBE and Non-DBE Certified) that were contacted regarding this project.**

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

Business Ownership Code: A ABE - African American Business Enterprise, H ABE – Hispanic Business Enterprise, FBE – Female Business Enterprise, A P ABE – Asian (Pacific Islander) American Business Enterprise \*\*\*Note: COA M/ FBE or SBE certification does not count for DBE program goals. Firms must be certified by the GA DOT/ MARTA.

**Company Name:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_ **FC#:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority and Disadvantaged Business Enterprises (DBE) subcontractors/ suppliers, including lower tiers, to be used on phase two of this project.

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

Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise,  
**APABE – Asian (Pacific Islander) American Business Enterprise** (\*\*Note... COA EBO/SBO certification does not qualify for DBE projects)

Proponent's Co. Name: \_\_\_\_\_

Total DBE%\_\_\_\_\_

FC#: \_\_\_\_\_ Project Name: \_\_\_\_\_

Date:\_\_\_\_\_

Signature:\_\_\_\_\_

**DBE-3 (FTA)**

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUB FIRM)

## LETTER OF INTENT (FTA FUNDED)

FC# \_\_\_\_\_

**Proponent**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Subcontracting Firm:**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Sub firm Contact Person:** Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

**Firm is performing as:** ☐ Non-certified Sub ☐ Certified Sub ☐ Joint Venture Team Member

If Certified, Certification # and Expiration Date: \_\_\_\_\_

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
TOTAL Diversity% Credit Claimed for this Contractor			

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

Sub contract amount: \$ \_\_\_\_\_ Percent of total contract: \_\_\_\_\_%

**AFFIRMATION:**

The above-named Subcontractor 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 (Proponents must make copies of this form as needed)

**FTA LETTER OF INTENT (FTA FUNDED)**

FC# \_\_\_\_\_

**Proponent**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Subcontracting Firm:**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Sub firm Contact Person:**

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

**Firm is performing as:**

☐

Non-certified Sub

☐

Certified Sub

☐

Joint Venture Team Member

If Certified, Certification # and Expiration Date: \_\_\_\_\_

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
TOTAL Diversity% Credit Claimed for this Contractor			

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

Sub contract amount: \$ \_\_\_\_\_ Percent of total contract: \_\_\_\_\_%

**AFFIRMATION:**

The above-named Subcontractor 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 (Proponents must make copies of this form as needed)

## LETTER OF INTENT (FTA FUNDED)

FC# \_\_\_\_\_

**Proponent**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Subcontracting Firm:**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Sub firm Contact Person:**

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

**Firm is performing as:**

☐

Non-certified Sub

☐

Certified Sub

☐

Joint Venture Team Member

If Certified, Certification # and Expiration Date: \_\_\_\_\_

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
TOTAL Diversity% Credit Claimed for this Contractor			

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

Sub contract amount: \$ \_\_\_\_\_ Percent of total contract: \_\_\_\_\_%

**AFFIRMATION:**

The above-named Subcontractor 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 (Proponents must make copies of this form as needed)



## ATTACHMENT 1

### **Joint Venture Participation on City of Atlanta DBE Projects**

Although Joint Ventures are **not** mandated on federally funded City of Atlanta projects, The City of Atlanta encourages (where feasible) the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including non-discriminatory outreach efforts to utilize certified minority and female business enterprises at the prime level. Should firms choose to voluntarily form a joint venture in pursuit of a DBE contracting opportunity, joint venture member businesses must have different race ownership, different gender ownership, or both. The certified DBE member(s) of the joint venture must be certified as such by the GA. Dept. of Transportation (G-DOT), and the joint venture team shall include in its bid submittal the DBE certification number of each DBE joint venture member.

A joint venture, at its' option, may submit its agreement to the Office of Contract Compliance for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids. Otherwise, agreements must be submitted on or before the date set for receipt of bids on a project.

### **“Components of a Joint Venture Agreement with DBE Participation as Counted under 49 CFR 26.55 (b)”**

For credit forward toward the contract goal under Part 26, a joint venture agreement with a certified disadvantaged business enterprise should include at a minimum:

- The name of the Joint Venture
- Contact information of designated primary JV contact person
- Identification of all firms participating in the JV
- The initial capital investment of each venture partner
- Terms and conditions under which future contributions may be necessary
- The proportional allocation of profits and losses to each venture partner
- Description of proportion of work controlled by and management of the joint venture team members
- The method of, and responsibility for, accounting
- Frequency of JV meetings and method for minutes taking and storage
- The methods by which disputes are resolved.
- Provide the specific citation/section of your JV that speaks to the Contract's non-discrimination and assurance requirements
- All other pertinent factors of the joint venture.

## **ATTACHMENT 2**

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MENTOR PROTÉGÉ INITIATIVES**

The mentor-protégé program is an initiative, in accordance with Appendix D to 49 CFR Part 26, to encourage and develop certified Disadvantaged Business Enterprises in contracting with city government in areas that Disadvantaged Business Enterprises have historically been underrepresented due to various discriminatory barriers. This program, implemented on projects with a projected value of 5 million dollars or more, will enable prime contractors of all ethnic and gender categories to provide technical, administrative, and other assistance to smaller, developing businesses. Companies must successfully complete the Disadvantaged Business Enterprise certification process in order to participate as a protégé in this program. Additionally, participation as a certified Disadvantaged Business Enterprise protégé team member will not preclude the inclusion of the same certified Disadvantaged Business Enterprise team member as a self-performing subcontractor in the DBE plan. The subcontracting by the certified Disadvantaged Business Enterprise protégé team member will be applied toward the satisfaction of the DBE goals in accordance with 49 CFR 26, Subpart C, 26.55.

Examples of good faith efforts are found in 49 CFR Parts 23 and 26, Appendix A that is attached to this package.

#### **“Components of a Mentor-Protégé Agreement with DBE Participation as Counted under 49 CFR 26.55”**

The Mentor-Protégé agreement between a prime contractor and the DBE protégé will provide an excellent development opportunity for the disadvantaged business enterprise protégé. Under the guidance of the mentor, the protégé will gain valuable knowledge and experience that will ultimately enhance the capabilities of the protégé. Additionally, the protégé has the opportunity to gain this knowledge and experience without exposing itself to the normal business risks that are associated with projects of this size.

As part of the City’s Part 26 DBE program and subject to 49 CFR 26.35 and Appendix D, a mentor may meet up to half of the contract goal for this contract by using a DBE protégé as a self-performing subcontractor through a formal mentor-protégé program. The successful prime for this project remains obligated to meet the entire contract goal for this project, including whatever portion of the goal that cannot be met by the protégé. Only independent DBE forms already certified by the City at this time (see “Certification”, page DBE 2) may participate as protégés.

The mentor may not (1) enter into a mentor-protégé agreement as a substitute for compliance with the DBE program, (2) use such an agreement to circumvent the obligations of the DBE program, (3) create a new firm to serve as a protégé (4) require a potential protégé to pay the mentor for the privilege of participating in the agreement, or (5) bar the protégé from performing work on this contract.

To meet the requirements of Part 26, the mentor-protégé team must present a written development plan and formal agreement between the parties to the City of Atlanta prior to executing the final contract.

The agreement should include, but is not limited to the following information:

- The type of collaboration, training and assistance to be provided. The areas of assistance encouraged include, but are not limited to, bonding and insurance support, management and scheduling support.

- The specific rights and responsibilities of the Mentor and the Protégé.
- Names or titles of the individuals from the Mentor responsible for working directly with the Protégé in the areas identified above.
- Names or titles of the individuals from the Protégé responsible for working directly with the Mentor in the areas listed above.
- The term of the agreement.
- A system to monitor and evaluate the effectiveness of the Mentor Protégé agreement.
- A plan detailing how the Mentor plans to include the Protégé on non-governmental projects, governmental projects, and DOT-assisted projects during the term of the agreement.
- Protégé shall not subcontract any of their work to the mentor firm or to other contractors without the approval of the OCC. Subcontracted work will not be counted toward DBE goals except as specified by Part 26.
- Mentor and Protégé representatives may not bid or otherwise participate independently on a contract in which the Mentor Protégé team is bidding or participating as a team.
- Work self-performed by the protégé may be used to fulfill up to one half of the DBE contract goal on this project.
- DBE credit will not be awarded to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé.
- Staff members from the Office of Contract Compliance will be available to review draft mentor-protégé agreements for compliance with this section.

## DIVERSITY FIRM TERMINATION/SUBSTITUTION ACKNOWLEDGEMENT FORM

As a participant in an eligible City of Atlanta (COA) diversity program contract, certain restrictions and procedures apply to the termination and substitution of a diversity certified entity by a prime concessionaire or prime contractor, as mandated by federal regulations and City ordinances. These requirements are established by 49 C.F.R. § 26.53(f), code sections 2-1356- 2-1380, and 2-1441- 2-1480 of the COA code of ordinances, as may be amended from time to time.

OCC will not allow a prime concessionaire or prime contractor to substitute or terminate a diversity program certified entity without OCC's prior written consent, which will be granted only upon a written finding of good cause. OCC requires completion of a form document to accompany the reason(s) for the request to terminate and/ or substitute, which is available at:

<http://www.atlantaga.gov/modules/showdocument.aspx?documentid=491>

For ease of reference, the federal requirements are quoted below:

49 C.F.R. § 26.53(f)

- (1) (i) [OCC] must require that a prime contractor not terminate a DBE/[ ACDBE] subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE/[ ACDBE] firm) without [OCC's] prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE/[ ACDBE] subcontractor with its own forces or those of an affiliate, a non-DBE/[ ACDBE] firm, or with another DBE/[ ACDBE] firm.
- (ii) [OCC] must include in each prime contract a provision stating:
  - (A) That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (f); and
  - (B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE/[ ACDBE].
- (2) [OCC] may provide such written consent only if [OCC] agree[s], for reasons stated in [OCC's] concurrence document, that the prime contractor has good cause to terminate the DBE/[ ACDBE] firm.
- (3) For purposes of this paragraph, good cause includes the following circumstances:
  - (i) The listed DBE/[ ACDBE] subcontractor fails or refuses to execute a written contract;
  - (ii) The listed DBE/[ ACDBE] subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE/[ ACDBE] subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
  - (iii) The listed DBE/[ ACDBE] subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
  - (iv) The listed DBE/[ ACDBE] subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
  - (v) The listed DBE/[ ACDBE] subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
  - (vii) [OCC] has determined that the listed DBE/[ ACDBE] subcontractor is not a responsible contractor;
  - (vi) The listed DBE/[ ACDBE] subcontractor voluntarily withdraws from the project and provides to [OCC] written notice of its withdrawal;
  - (vii) The listed DBE/[ ACDBE] is ineligible to receive DBE/[ ACDBE] credit for the type of work required;
  - (viii) A DBE/[ ACDBE] owner dies or becomes disabled with the result that the listed DBE/[ ACDBE] contractor is unable to complete its work on the contract;
  - (ix) Other documented good cause that [OCC] determine[s] compels the termination of the DBE/[ ACDBE] subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE/[ ACDBE] it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE/[ ACDBE] contractor was engaged or so that the prime contractor can substitute another DBE/[ ACDBE] or non-DBE/[ ACDBE] contractor after contract award.
- (4) Before transmitting to [OCC] its request to terminate and/ or substitute a DBE/[ ACDBE] subcontractor, the prime contractor must give notice in writing to the DBE/[ ACDBE] subcontractor, with a copy to [OCC], of its intent to request to terminate and/ or substitute, and the reason for the request.
- (5) The prime contractor must give the DBE/[ ACDBE] five days to respond to the prime contractor's notice and advise [OCC] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [OCC] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [OCC] may provide a response period shorter than five days.
- (6) In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE/[ ACDBE] firms put forward by offerors in negotiated procurements.

The undersigned acknowledges these requirements on behalf of the below-listed entity.

Prime: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **FIRST SOURCE JOBS PROGRAM POLICY STATEMENT**

The WorkSource Atlanta agency has determined that the First Source Jobs Program is **not applicable** for **FC# 9820, Spring Street Bicycle Pedestrian Improvements.**

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 contractor proponents 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 the WorkSource Atlanta Agency at (404) 546-3000. This City of Atlanta program is not included in or enforceable through 49 CFR Parts 23 and 26.

**Michael E. Robertson  
First Source Jobs Program  
WorkSource Development Agency  
818 Pollard Boulevard  
Atlanta, Georgia 30315  
(404) 546-3051**

## **Additional Resources Proponents May Contact in an Effort to Identify Firms that may be able to qualify as DBEs**

### **Atlanta Minority Business Development Center**

Clem Wilmont  
Project Director  
1599-A Memorial Drive, SE  
Suite 134  
Atlanta, GA 30317  
Phone: 404-329-4567  
E-mail: [cwilnot@AtIMBDC.com](mailto:cwilnot@AtIMBDC.com)

### **Georgia Technology Authority**

Thomas Hester  
Contracting Officer  
100 Peachtree Street  
Suite 2300  
Atlanta, GA 30303  
Phone: 404-463-2339  
E-mail: [tdhester@gta.ga.gov](mailto:tdhester@gta.ga.gov)

### **Atlanta Public Schools**

Carolyn Lyons  
Outreach Coordinator  
Contract Compliance  
1631 La France Street  
Atlanta, GA 30307  
Phone: 404-371-7130  
Fax: 404-371-7126  
Email: [cl Lyons@atlanta.k12.ga.us](mailto:cl Lyons@atlanta.k12.ga.us)

### **Governor's Small Business Center**

Gail Webb  
Governmental and Outreach  
Community Administrator  
200 Piedmont Avenue  
1306 West Tower  
Atlanta, GA 30334  
Phone: 404-656-6315  
Toll-Free: 800-495-0053  
Email: [gsbc@doas.ga.gov](mailto:gsbc@doas.ga.gov)

### **Cobb County**

Janice Cook  
Department of Transportation  
463 Commerce Park Drive, Suite 112  
Marietta, GA 30060-2737  
Phone: 770-528-3690  
Fax: 770-528-4360  
Email: [janice.cook@cobbcounty.org](mailto:janice.cook@cobbcounty.org)

### **Minority Business Development Agency**

Sunny Guider  
Chief Business Development  
401 West Peachtree Street, NW  
Suite 1715  
Atlanta, GA 30308-3516  
Phone: 404-730-3300  
Email: [sguider@mbda.gov](mailto:sguider@mbda.gov)

### **Dekalb County**

Terry Phillips  
Contract Compliance Officer  
1300 Commerce Drive  
Room 202  
Decatur, GA 30030  
Phone: 404-371-2737  
Email: [tgphilli@co.dekalb.ga.us](mailto:tgphilli@co.dekalb.ga.us)

### **Gwinnett County**

Debra Green  
Purchasing Director  
75 Langley Drive  
Lawrenceville, GA 30045  
Phone: 770-822-8720  
Fax: 770-822-8735 or 770-822-8728  
Email: [greende@co.gwinnett.ga.us](mailto:greende@co.gwinnett.ga.us)

### **U.S. Small Business Administration**

Dinora Gonzalez  
Economic Development Specialist  
233 Peachtree Street, NE  
Suite 1900  
Atlanta, GA 30303  
Phone: 404-331-0100 ext. 410  
Email: [dinora.gonzalez-cook@sba.com](mailto:dinora.gonzalez-cook@sba.com)

## Exhibit C

### Evaluation Matrix

**Exhibit C**  
**Spring Street Engineering Design Services**

<b>Evaluation Criteria</b>		<b>Highest Possible Score</b>	<b>Score</b>
<b>1</b>	<b>Project Management</b>	<b>25.0</b>	
<b>2</b>	<b>Project Organization</b>	<b>10.0</b>	
<b>3</b>	<b>Personnel</b>	<b>15.0</b>	
<b>4</b>	<b>Prior Experience</b>	<b>30.0</b>	
<b>5</b>	<b>Organizational Qualifications</b>	<b>10.0</b>	
<b>6</b>	<b>Financial Stability</b>	<b>10.0</b>	
<b>TOTAL SCORE</b>		<b>100.0</b>	



## EVALUATION CRITERIA DESCRIPTIONS:

1. Project Management	<b>Did the Proposer:</b> <b>a. Describe the procedures and methods that will achieve the required outcome of this project?</b> <b>b. Describe the scope of services to be provided in developing this project?</b> <b>c. Include a proposed time and task schedule for the entire project demonstrating their ability to achieve completion/occupancy by target date?</b>
2. Project Organization	<b>Did the Proposer:</b> <b>a. Describe how the project will be organized and managed?</b> <b>b. Identify areas that pose the greatest challenges and provide their strategy to address them?</b> <b>c. Describe the resources necessary to accomplish the project?</b>
3. Personnel	<b>Did the Proposer:</b> <b>a. Identify all individuals on the project team?</b> <b>b. Include any outside personnel such as sub-contractors?</b> <b>c. Enclose brief resumes of personnel assigned to this project, their responsibilities, full-time equivalent participation, and previous experience directly applicable to this project, educational and professional background and length of time employed by the firm?</b>

4. Prior Experience	<p><b>Prior Experience:</b></p> <p><b>a. Has the Proposer successfully completed similar projects within the greater Atlanta area.</b></p> <p><b>b. Has the Proposer successfully permitted similar projects that have been approved for construction by GDOT and the City of Atlanta.</b></p> <p><b>c. Has the proposed staff successfully completed similar City of Atlanta and GDOT projects.</b></p>
5. Organizational Qualifications	<p><b>Did the Proposer:</b></p> <p><b>a. Describe the firm's experience, capabilities and other qualifications for this project?</b></p> <p><b>b. Provide or agree to provide references (include name of project, point of contact, date of completion, and phone number)?</b></p> <p><b>c. Submit three (3) recent projects with a comparable scope of work?</b></p>
6. Financial Stability	<p><b>It is necessary for the City to evaluate, verify, and understand the Proposer's financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proposer must provide accurate and legible financial disclosures to the City as requested.</b></p>

## **Exhibit D**

### **Required Submittals**

- **Illegal Immigration Reform and Enforcement Act Forms**
- **Financial Disclosure Form**

## **Required Submittal (FORM 1)**

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

#### **INSTRUCTIONS TO PROPOSERS:**

All Proposers 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. Proposers must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proposers must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proposers 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 Proposer is such that Proposer is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proposer must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proposer itself. Where the business structure of a Proposer does not require it to obtain an EIN, each entity comprising Proposer 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 Proposer'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: \_\_\_\_\_

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: \_\_\_\_\_

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)**

### **Proposer Financial Disclosure (Page 1 of 5)**

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

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

1. If the Proposer is an individual, financial disclosures for that individual must be provided.
2. If the Proposer is an entity or partnership, financial disclosures for that entity or partnership must be provided.
3. If the Proposer 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 Proposer 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 Proposer entity, and financial disclosure is also required from each of the two owners (majority entity owner and minority entity owner) as well.

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

**Required Submittal (FORM 2)**

**Proposer Financial Disclosure (Page 2 of 5)**

**Part A - General Information:**

Name of the Proposer: \_\_\_\_\_

Name of individual, entity or  
partnership completing this Form: \_\_\_\_\_

Relationship of individual, entity  
or partnership completing this Form  
to the Proposer: \_\_\_\_\_

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

Address \_\_\_\_\_

Phone Number(s) \_\_\_\_\_

Email: \_\_\_\_\_



**Required Submittal (FORM 2)**

**Proposer Financial Disclosure (Page 3 of 5)**

**Part B: Financial Information:**

1. The Proposer, 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 Proposer'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 Proposer'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 2)**

**Proposer Financial Disclosure (Page 4 of 5)**

2. Fill in the blanks below to provide a summary of all of the Proposer'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 Proposer's Financial Statements: \_\_\_\_\_

The exchange rate used: \_\_\_\_\_ = US \$ \_\_\_\_\_

Most recent three (3) years

	<u>Year: 2014</u> (Thousands)	<u>Year: 2015</u> (Thousands)	<u>Year: 2016</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 Proposer 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 4)**

**Proposer 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) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

## Exhibit E

### Certifications

## Exhibit E Certifications

### CONFLICT OF INTEREST

By signing and submitting this Contract I hereby certify that employees of this company or employee of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of Midtown Business Association, Inc. nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this organization.

### DRUG FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with \_\_\_\_\_ (Contractor's name), \_\_\_\_\_ (Subcontractor's name) certifies to the Contractor that a drug free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

### NON-COLLUSION CERTIFICATION

I hereby certify that I have not, nor has any member of the firm(s) or corporation(s), directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submittal.

It is understood and agreed that this Submittal is one of several competitive Submittals made to Midtown Business Association, Inc., and in consideration of mutual agreements of the submitters, similar hereto, and in consideration of the sum of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, the undersigned agrees that this Submittal shall be an option, which is hereby given by the undersigned to Midtown Business Association, Inc. to accept or reject this Submittal at any time within ninety (90) calendar days from the date on which this sealed Submittal is opened and read, unless a longer period is specified in the Submittal or the successful Submitter agrees in writing to a longer period of time for the award, and in consideration of the premises, it is expressly covenanted and agreed that this Submittal is not subject to withdrawal by the Submitter during the term of said option.

## Exhibit E Certifications

### RECEIPT OF REQUEST FOR QUALIFICATIONS AMENDMENTS

I hereby acknowledge receipt of the following checked amendments of the Request for Qualifications, Plans, and/or other documents.

Amendment Nos.: I \_\_\_2\_\_\_3\_\_\_4\_\_\_5\_\_\_. I understand that failure to confirm the receipt of amendments is cause for rejection of the Submittal.

Witness my hand and seal this the \_\_\_ day of \_\_\_\_\_, 2017.

The Submitter(s) whose signature(s) appear on this document, having personally appeared before me, and being duly sworn, deposes and says that the above statements are true and correct.

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

\_\_\_\_\_  
(Notary Public)

My Commission expires the \_\_\_\_\_

\_\_\_\_\_  
(Print Company Name)

By \_\_\_\_\_(Seal)

Corporate President/Vice President or  
Individual Owner or Partner (Strike  
through all except the one which applies.)

## Exhibit F

### Required Federal Provisions

## **Exhibit F**

### **REQUIRED FEDERAL PROVISIONS**

#### **DRUG AND ALCOHOL POLICY**

The Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 32, "The Drug-Free Workplace Act of 1988," which required the establishment of drug-free workplace policies and the reporting of certain drug-related offences to the FTA. CITY OF ATLANTA maintains compliance with this Act and all personnel conducting business on CITY OF ATLANTA property are subject to CITY OF ATLANTA's drug-free workplace policy guidelines.

#### **NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

(1) The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **FALSE STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD**

(1) Civil Fraud. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make, or causes to be made, pertaining the underlying Contract or the FTA assigned project for which this Contract work is being performed.

In addition to other penalties that may apply, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.



## **Exhibit F**

### **REQUIRED FEDERAL PROVISIONS**

(2) **Criminal Fraud.** The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the City under 49 U.S.C. Chapter 53 or any other Federal law, the Federal Government reserves the right to impose the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law on the Contractor to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **SUSPENSION AND DEBARMENT**

(1) This Contract is a covered transaction for purposes of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180. As such, the Contractor agrees to provide a debarment and suspension certification containing information about the debarment and suspension status of itself and its principals. The Contractor agrees that it shall refrain from entering into any contract of any amount to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractors, seeking a contract exceeding \$25,000.

Contractor agrees to and assures its subcontractors, and other participant at any tier of the underlying Contract will review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any agreement or other arrangement in connection with the underlying Contract.

(2) The certification is a material representation of fact upon which reliance will be placed when this transaction is entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City may pursue available remedies, including suspension and/or debarment.

The Contractor shall provide immediate written notice to the City if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) The Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

## **Exhibit F**

### **REQUIRED FEDERAL PROVISIONS**

#### **ENERGY CONSERVATION**

The Contractor agrees to comply with applicable mandatory energy efficiency standards and policies of applicable state energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any maintenance facility constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

#### **LOBBYING**

The Contractor agrees to comply with the requirements of 31 U.S.C. § 1352(a), the Byrd Anti Lobbying Amendment, which prohibits the use of Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement or Cooperative Agreement. The Contractor shall file the certification required by U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352. Each tier certifies to the tier above that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any public agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U. S. C. 1352.

Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U. S. C. 1352. Such disclosures are forwarded from tier to tier up to the CITY OF ATLANTA.

#### **SUSPENSION OF WORK DURING ALERTS ISSUED BY HOMELAND SECURITY ADVISORY SYSTEM**

- A. When the Secretary of Homeland Security announces an alert under the National Terrorism Advisory Service (NTAS), whether such alert is issued publically or otherwise, the CITY OF ATLANTA shall have the right to suspend or delay completion of work under this Contract and take additional action as the CITY OF ATLANTA deems necessary to secure the CITY OF ATLANTA's facilities as follows:

**Exhibit F**  
**REQUIRED FEDERAL PROVISIONS**

1. Elevated Threat Alert:  
the CITY OF ATLANTA shall have the right to delay or suspend work, as determined in its sole discretion, monitor all work areas and Supplier's personnel and equipment entering work areas until such alert expires.
  2. Imminent Threat Alert:  
the CITY OF ATLANTA shall have the right to suspend all work, as determined in its sole discretion, and to restrict or deny access to work areas until such alert expires.
- B. The CITY OF ATLANTA shall provide notice to the Supplier, as soon as is practicable, of the receipt of a NTAS Alert and the effect such alert will have upon the work of the Supplier.
- To facilitate the provision of such notice, the Supplier is required to provide the Program Manager with emergency contact information in the form of cell phone numbers, facsimile numbers and e-mail addresses to which such notices may be forwarded, and to keep said numbers current. Notice or attempted notice given to the most recent points of contact shall be deemed to be sufficient notice to the Supplier that work shall be delayed or suspended in accordance with this paragraph.
- Any delay or suspension of work required under this paragraph shall not entitle the Supplier to any claims for additional compensation under this contract.
- C. Should the Federal Transit Administration (FTA) or the Secretary of Homeland Security adopt a different method of identifying threats to homeland security, or if the FTA or the Secretary of Homeland Security adopt rules binding upon the CITY OF ATLANTA for the suspension of work which differ from those set forth herein, this Contract shall be modified by written agreement of the parties to reflect such changes.

**ACCESS TO THIRD PARTY CONTRACT RECORDS**

- (1) The Contractor agrees to maintain all book, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain such records until the City, the FTA Administrator, the Comptroller General, or any of the duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

## **Exhibit F**

### **REQUIRED FEDERAL PROVISIONS**

During the course of this Contract and for three (3) years thereafter from the date of transmission of the final expenditure report, the Contractor agrees to maintain intact and readily accessible all data, documents, reports, records, sub-agreements, leases, third party contracts, and supporting materials related to the this Contract as the Federal Government may require, and;

(2) the Contractor agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor pertaining to this Contract, as required by 49 U.S.C. § 5325(g).

#### **CHANGES TO FEDERAL REQUIREMENTS**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

#### **INCORPORATION OF FTA TERMS**

All contractual provisions required by U. S. DOT or FTA, as set forth in FTA Circular 4220.1F, "Third Party Contracting Guidance," November 1, 2008, and any later revision thereto, are hereby incorporated by reference.

Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the City's requests, which would cause the City to be in violation of the FTA terms and conditions.

#### **CIVIL RIGHTS**

The following requirements apply to the underlying Contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., U.S. DOT regulations, Nondiscrimination in Federally-Assisted Programs of the department of transportation - Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agree that it will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age, or disability.

## **Exhibit F**

### **REQUIRED FEDERAL PROVISIONS**

In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL.) regulations "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41C.F.R. Material 60 el seq., (which implement Executive Order- No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract.

The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Section 1 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (US. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may Issue.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities .4cr, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Pan 1630, pertaining to

## **Exhibit F**

### **REQUIRED FEDERAL PROVISIONS**

employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include the requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **FLY AMERICA**

To the extent applicable, the Contractor agrees to comply with Section 5 of the international Air Transportation Fair- Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S-Government-financed international air travel and transportation of their personal effects and, to the extent such service is available, unless travel by Foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Further, the Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1387), as amended—As this Contract exceeds \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **AIR QUALITY**

The Contractor will, comply with the Clean Air Act, as amended, 42 U.S.C. §§ 7401 - 7671q, and implementing Federal regulations, as provided in Federal directives, except as the Federal Government determines otherwise in writing. Among its responsibilities, the Contractor agrees that:

(1) Public Transportation Operators. It will comply with:

(a) U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85,

**Exhibit F**  
**REQUIRED FEDERAL PROVISIONS**

(b) U.S. EPA regulations, "Control of Air Pollution from New and In-Use Material Vehicles and New and In-Use Material Vehicle Engines," 40 C.F.R. Part 86, and

(c) U.S. EPA regulations "Fuel Economy OF Material Vehicles," 40 C.F.R. Part 600, and any revisions to these regulations.

(2) State Implementation Plans. It will support State Implementation Plans (SIP) by:

(a) Implementing each air quality mitigation or control measure incorporated in the documents accompanying the approval of the Project,

(b) Assuring that any Project identified as a Transportation Control Measure in its State's SIP will be wholly consistent with the design concept and scope of the Project described in the SIP,

(c) Complying with:

1 Subsection 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), 2 U.S. EPA regulations, "Determining Conformity of Federal Actions to State or Federal Implementation Plans" 40 C.F.R. Part 93, Subpart A, and 3 Other Federal conformity regulations that may be promulgated at a later date.

(3) Violating Facilities. It will:

(a) Comply with the notice of violating facility provisions of section 306 in the Clean Air Act, as amended, 42 U.S.C. 4 7414, and

(b) Facilitate compliance with Executive Order No. 1 1738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

**DISADVANTAGED BUSINESS ENTERPRISE**

In addition to DBE Requirements of this Contract (See Appendix A), the following Federal Disadvantage Business Enterprises requirements apply:

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 31.5%. A separate contract goal of 31.5% DBE participation has been established for this procurement.
2. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and

## **Exhibit F**

### **REQUIRED FEDERAL PROVISIONS**

administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate. Each subcontract the contractor signs with a sub contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

3. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial submittals:
  1. The names and addresses of DBE firms that will participate in this contract;
  2. A description of the work each DBE will perform;
  3. The dollar amount of the participation of each DBE firm participating;
  4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
  5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
  6. If the contract goal is not met, evidence of good faith efforts to do so. Offerors must present the information required above as a matter of responsiveness with initial proposals (see 49 CFR 26.53(3)).
4. The contractor is required to pay its sub-contractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Atlanta. In addition, the contractor is required to return any retainage payments to those sub-contractors within 30 days after incremental acceptance of the sub contractor's work by the City of Atlanta and contractor's receipt of the partial retainage payment related to the sub contractor's work.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 C.F.R. part 60, this Contract shall meet the definition of "federally assisted construction contract" in 41 C.F.R. part 60-1.3 and shall include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order No. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. part 1964-1965 Comp., p. 339), as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to



## **Exhibit F**

### **REQUIRED FEDERAL PROVISIONS**

Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

During the performance of this contract, the contractor agrees as follows:

**(1)** The contractor will not discriminate against any employee or applicant for

employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, 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, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant.

This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

## Exhibit F

### REQUIRED FEDERAL PROVISIONS

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

## **Exhibit F**

### **REQUIRED FEDERAL PROVISIONS**

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **ANTI-KICKBACK ACT**

The contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City shall report all suspected or reported violations to the Federal awarding agency.

**CONTRACT WORK HOURS AND SAFETY STANDARDS** Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

## **Exhibit F**

### **REQUIRED FEDERAL PROVISIONS**

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **VETERAN'S PREFERENCE/EMPLOYMENT**

Contractors, working on a capital project funded using FTA assistance, shall give a hiring preference, to the extent practicable, to veterans (as defined in Title 5, United States Code, Section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This provision shall not be understood, construed or enforced in any manner that would require the Contractor to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

#### **PATENT RIGHTS.**

(1) General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor, in conjunction with the Authority, agrees to take actions necessary to provide immediate notice and detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Federal Rights. Absent a determination in writing to the contrary by the Federal Government, the Contractor, through the Authority, agrees to transmit to take the necessary actions to provide, through FTA, those rights in any invention, improvement, or discovery due the Federal Government, as specified in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401 (implementing 35 U.S.C. §§ 200 *et seq.*), irrespective of the status of the Contractor (*i.e.*, a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, individual, *etc.*).

(3) Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or part with Federal assistance provided by FTA.

#### **RIGHTS IN DATA AND COPYRIGHTS REQUIREMENTS**

All copyrights and similar rights to all reports, plans, specifications, drawings, designs, maps, and other documents of any kind, produced wholly or in part pursuant to the Agreement, and to the contents thereof, shall belong to the Authority. If any invention, improvement, process, design, or discovery that is or may be

**Exhibit F**  
**REQUIRED FEDERAL PROVISIONS**

patented under the laws of the United States or of any other country is conceived or first actually reduced to practice under this Agreement or in the course of its performance, all rights to patent such invention, improvement, process, design, or discovery shall belong to the Authority. The Consultant agrees to assign to the Authority any such copyrights or patent rights to which the Consultant may otherwise be entitled; to execute all documents and to do all other acts that may be necessary or convenient to secure such rights to the Authority; and to secure like undertakings and obligations to the Authority from all employees and sub-contractors and their employees who are engaged in performing work in accordance with the Agreement.

**CLEAN WATER.**

(1) The Contractor agrees to comply with all applicable Federal laws and regulations in accordance with applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**Exhibit F**  
**REQUIRED FEDERAL PROVISIONS**

**CERTIFICATION OF PRIMARY PARTICIPANT**  
**REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY**  
**MATTERS**

The Primary Participant (potential consultant for a major third party contract), \_\_\_\_\_, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT, (POTENTIAL CONSULTANT FOR A MAJOR THIRD PARTY CONTRACT) \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date \_\_\_\_\_

**Exhibit F**  
**REQUIRED FEDERAL PROVISIONS**

**CERTIFICATION OF LOWER-TIER PARTICIPANT**  
**REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND**  
**VOLUNTARY EXCLUSION**

The Lower-Tier Participant (potential subconsultant under a major third party contract), \_\_\_\_\_, certifies by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL SUBCONSULTANT UNDER A MAJOR THIRD PARTY CONTRACT) \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

\_\_\_\_\_

Date \_\_\_\_\_

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB  
4040-0013

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input style="width: 100%;" type="text"/> * Street 1 <input style="width: 45%;" type="text"/> Street 2 <input style="width: 45%;" type="text"/> * City <input style="width: 25%;" type="text"/> State <input style="width: 35%;" type="text"/> Zip <input style="width: 10%;" type="text"/> Congressional District, if known: <input style="width: 20%;" type="text"/>		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>     		
<b>6. * Federal Department/Agency:</b> <input style="width: 100%;" type="text"/>	<b>7. * Federal Program Name/Description:</b> <input style="width: 100%;" type="text"/> CFDA Number, if applicable: <input style="width: 20%;" type="text"/>	
<b>8. Federal Action Number, if known:</b> <input style="width: 100%;" type="text"/>	<b>9. Award Amount, if known:</b> \$ <input style="width: 20%;" type="text"/>	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix <input style="width: 10%;" type="text"/> * First Name <input style="width: 20%;" type="text"/> Middle Name <input style="width: 20%;" type="text"/> * Last Name <input style="width: 30%;" type="text"/> Suffix <input style="width: 10%;" type="text"/> * Street 1 <input style="width: 45%;" type="text"/> Street 2 <input style="width: 45%;" type="text"/> * City <input style="width: 25%;" type="text"/> State <input style="width: 35%;" type="text"/> Zip <input style="width: 10%;" type="text"/>		
<b>b. Individual Performing Services</b> (including address if different from No. 10a) Prefix <input style="width: 10%;" type="text"/> * First Name <input style="width: 20%;" type="text"/> Middle Name <input style="width: 20%;" type="text"/> * Last Name <input style="width: 30%;" type="text"/> Suffix <input style="width: 10%;" type="text"/> * Street 1 <input style="width: 45%;" type="text"/> Street 2 <input style="width: 45%;" type="text"/> * City <input style="width: 25%;" type="text"/> State <input style="width: 35%;" type="text"/> Zip <input style="width: 10%;" type="text"/>		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input style="width: 100%;" type="text"/> * Name: Prefix <input style="width: 10%;" type="text"/> * First Name <input style="width: 20%;" type="text"/> Middle Name <input style="width: 20%;" type="text"/> * Last Name <input style="width: 30%;" type="text"/> Suffix <input style="width: 10%;" type="text"/> Title: <input style="width: 25%;" type="text"/> Telephone No.: <input style="width: 25%;" type="text"/> Date: <input style="width: 20%;" type="text"/>		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-87)

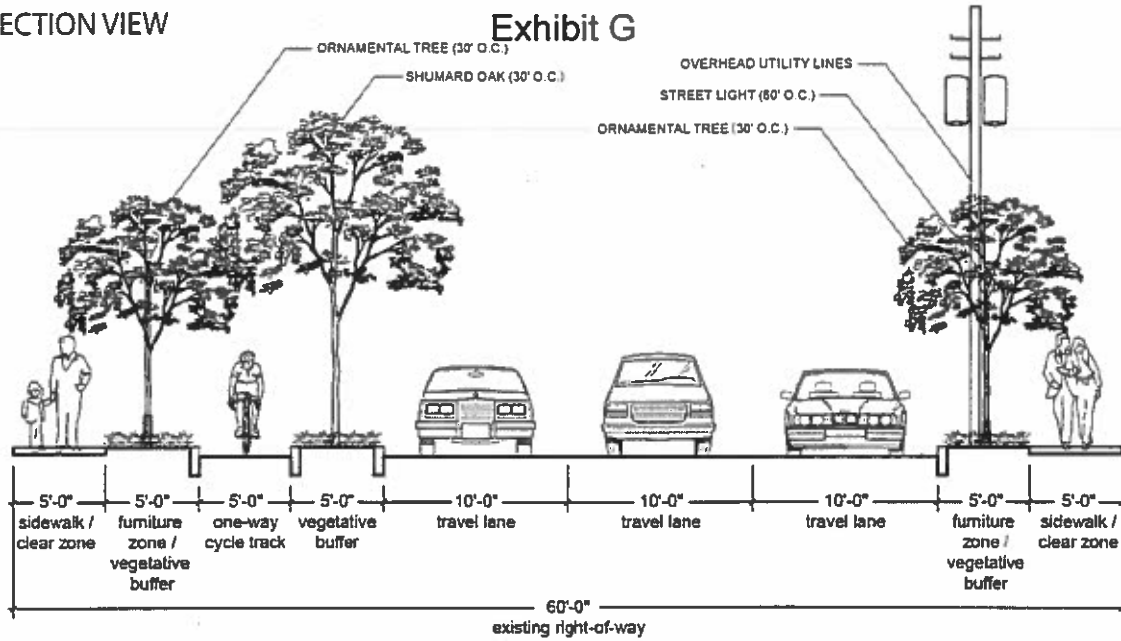


## Exhibit G

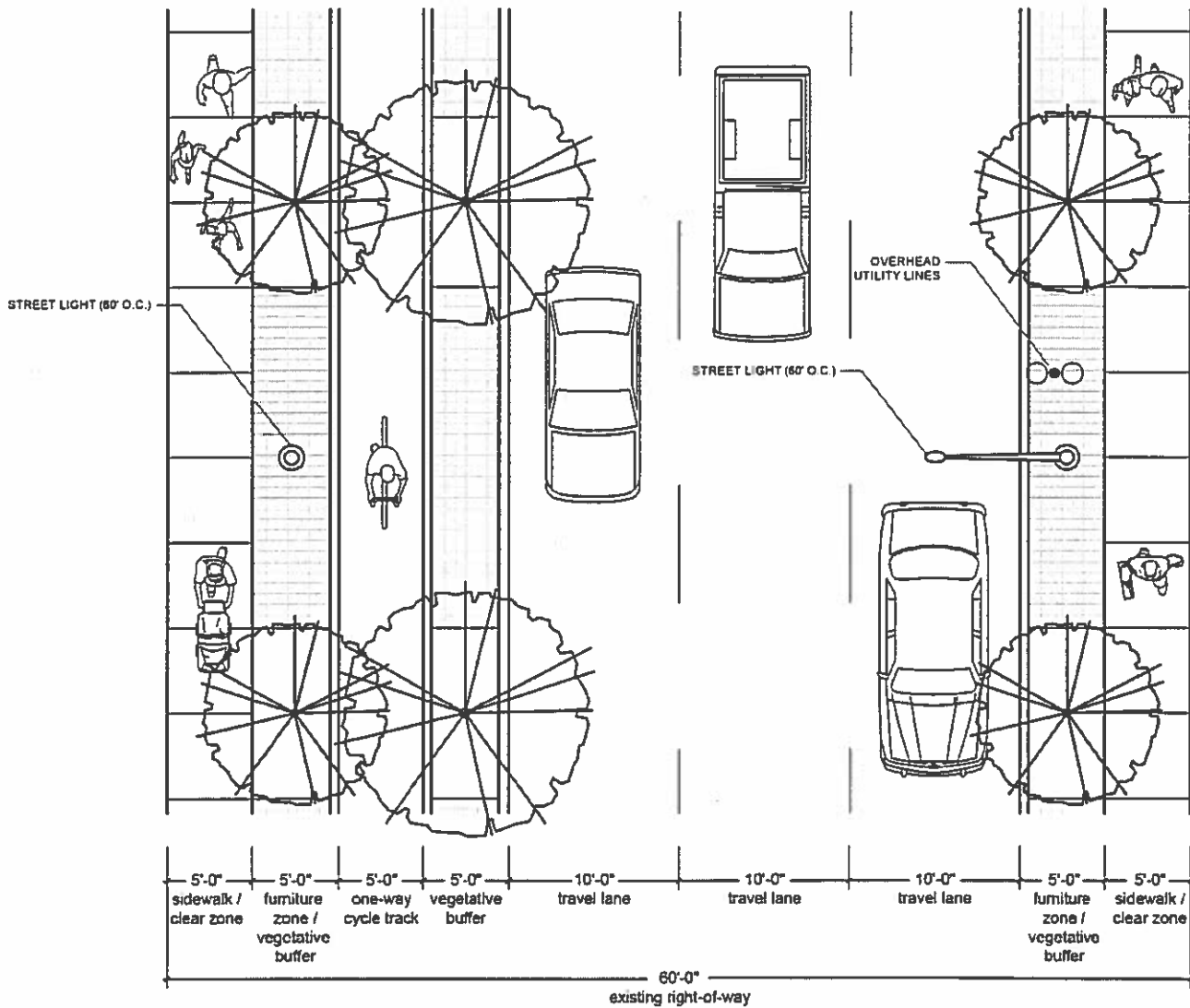
### Preliminary Section Diagrams

## PROPOSED SECTION VIEW

## Exhibit G

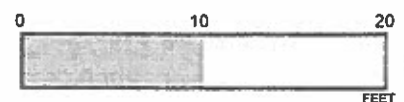


## PROPOSED PLAN VIEW

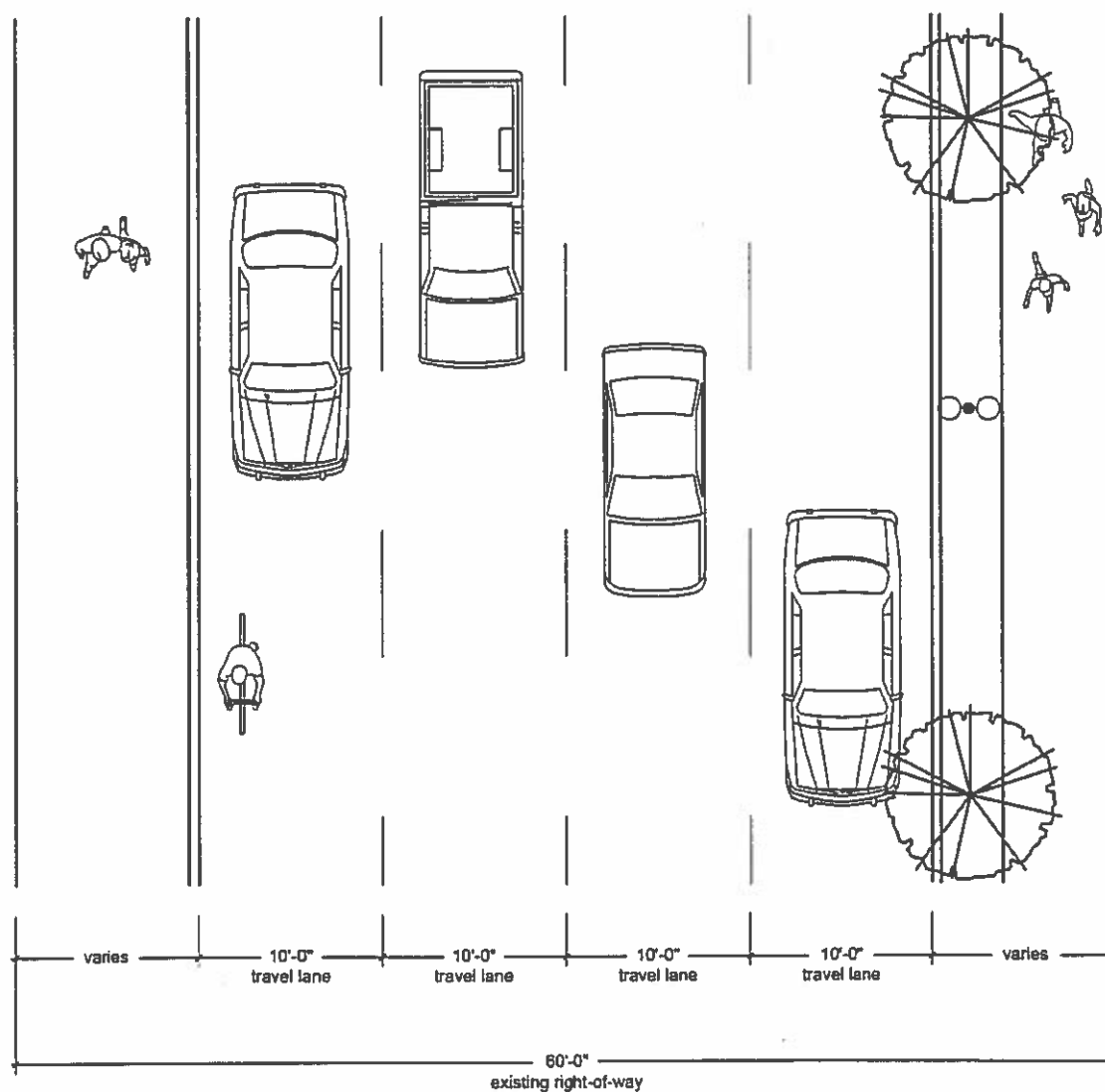


# TYPICAL STREET SECTIONS

SPRING STREET BICYCLE AND PEDESTRIAN FACILITIES - AUGUST, 2015



## Exhibit G



## SPRING STREET BICYCLE AND PEDESTRIAN FACILITIES - AUGUST, 2015



## Exhibit H

### City of Atlanta Diversity Inclusion Policy

## **FC-9820, Spring Street Bicycle Pedestrian Improvements**

### **Diversity Inclusion Policy For The City of Atlanta Diversity Programs**

It is the policy of the City of Atlanta (COA) to actively promote full and equal business opportunities. As a policy, the City advocates for the inclusion of small, disadvantaged, minority, and female business enterprises through the City's EBO and SBO programs, as well as the administration of the federal DBE and ACDBE programs as applicable. It is also the policy the City of Atlanta to actively promote equal employment opportunities for disadvantaged, minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap upon, or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the COA and federal diversity programs is to mitigate the present and ongoing effects of the past and present discrimination against women, minority, disadvantaged, and small business so that opportunity - regardless of race, gender, or firm size - will become institutionalized in the Atlanta marketplace. It is important to note the specific City of Atlanta's Diversity Program requirements in place at the time of negotiations for this contracting opportunity.

Proponents seeking to submit their qualifications for **FC-9820, Spring Street Bicycle Pedestrian Improvements** must be aware that qualified proponents are expected to make a general statement regarding their intent to address diversity objectives, then during negotiations provide a more definitive documentation of their efforts to meet/exceed the diversity goal established for the **FC-9820, Spring Street Bicycle Pedestrian Improvements** procurement. For the purpose of this RFQ solicitation, this project seeks to obtain **31.5% participation by City of Atlanta Certified Small Business Enterprise firms**.

The City of Atlanta seeks to remedy the effects of past discrimination and/or promote equal opportunity by establishing specific small, minority and female subcontractor, and supplier participation objectives for every City contract at or above \$100,000.

#### **EBO, SBO, DBE, or ACDBE**

On applicable projects as instructed by the user agency, proponents must submit a detailed Subcontractor Utilization Project Plan for review and approval. In the Subcontractor Project Plan, the proponent must identify the City of Atlanta Certified Business(es) that it intends to use to meet the established availability goals along with non-certified businesses. The plan must specifically indicate the nature and amount of the supplies and subcontracting contemplated. The plan must also detail the company name, contact person, address, telephone number, work or supply description, and subcontract or supply dollar amount for each business enterprise (certified and non-certified) to be utilized on the project. No proponent will be permitted to move forward in negotiations unless that proponent's Participation Plan and/or non-discriminatory good faith outreach efforts have been approved.

Every proponent should also comply with two additional components of the City of Atlanta's diversity program requirements. These two additional components are:

**Equal Employment Opportunity Plan (EEO)**

Every bidder's workforce should reflect the demographic characteristics of the available pool of labor skills normally utilized by the bidders. A Contract Employment Report describing the demographics of the bidder's workforce shall be submitted prior to the execution of a contract with the City of Atlanta.

**First Source Jobs (FSJ) Policy Agreement (On Applicable Construction Projects Only)**

The First Source Jobs Program was created to provide employment opportunities to unemployed residents of the City of Atlanta. Every bidder must agree to make a good faith effort to fill at least 50% of all entry level positions created by the award of this contract with First Source Jobs Program participants.

Questions regarding any of this information may be directed to OCC at (404) 330-6010.