

DEPARTMENT OF PLANNING

MARTA



REQUEST FOR PROPOSALS P29268

**KING MEMORIAL STATION (PARCEL D1124)
TRANSIT ORIENTED DEVELOPMENT PROJECT**

STEP 1: REQUEST FOR QUALIFICATIONS

2013

Metropolitan Atlanta Rapid Transit Authority



2424 Piedmont Road, NE
Atlanta, GA 30324-3330
404-848-5000

July 15, 2013

TO: ALL PROSPECTIVE PROPONENTS

**SUBJECT: REQUEST FOR PROPOSALS (RFP) NUMBER P29268
KING MEMORIAL STATION (PARCEL D1124)
TRANSIT ORIENTED DEVELOPMENT PROJECT
STEP 1: REQUEST FOR QUALIFICATIONS**

You are invited to submit to the Metropolitan Atlanta Rapid Transit Authority (MARTA) a proposal for the King Memorial Station (Parcel D1124) Transit Oriented Development Project in a manner consistent with MARTA's objectives and Transit Oriented Development (TOD) Guidelines. MARTA intends to identify the most qualified Developers and/or Development Team who offers the highest probability of success in developing the site and provide the greatest potential economic return to the Authority. The most qualified Developers and/or Development Team will then be provided additional information about the site and be asked to submit a detailed development proposal.

A Pre-Proposal Conference to discuss the Proposal documents will be held at the MARTA Headquarters Building, located at 2424 Piedmont Road, N.E., Atlanta, Georgia 30324-3330, Bid Room, Lobby Floor, at July 30, 2013 @ 10:00 a.m., local time.

To be eligible for consideration, an original and thirteen (13) copies of your Proposal in response to this request should be received by MARTA no later than August 15, 2013 @ 2:00p.m., local time at 2424 Piedmont Road, Atlanta, Georgia 30324-3330, Attention: Contract Control.

The Request for Proposals documents may be reviewed and downloaded from MARTA's website: www.itsmarta.com. On the home page, point to "About MARTA/click Vendor Opportunities/Download Invitation for Bids/Request for Proposals/Log-in (first time users must register)/Vendor Opportunities/RFP P29268" for this Request for Proposals.

Please address all questions in writing to the Director of Contracts & Procurement and Material, at least, fifteen (15) days before the Proposal deadline date.

If you need additional information, please contact Reginald C. Bryant, Contract Specialist II, at 404-848-4158.

Sincerely,

A handwritten signature in black ink that reads "G.L. Hutchinson". The signature is written in a cursive, flowing style.

Gordon L. Hutchinson,
Chief Financial Officer

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SECTION I – INSTRUCTIONS TO PROPONENTS

INSTRUCTIONS TO PROPONENTS

REQUEST FOR PROPOSALS NO. P29268 KING MEMORIAL STATION (PARCEL D1124) TRANSIT ORIENTED DEVELOPMENT PROJECT STEP 1: REQUEST FOR QUALIFICATIONS

1. PURPOSE

The Metropolitan Atlanta Rapid Transit Authority ("MARTA" or "the Authority") is soliciting qualifications and project vision statements from Developers and/or Development Teams capable of developing Parcel D1124 at King Memorial Station in a manner consistent with MARTA's objectives and Transit Oriented Development (TOD) Guidelines. MARTA intends to identify the most qualified Developers and/or Development Teams who offer the highest probability of success in developing the site. The most qualified Developers and/or Development Teams will then be asked to submit a detailed development plan and financial model that illustrates the potential economic return to the Authority.

2. DESCRIPTION

MARTA's goals for Transit Oriented Development of this property are:

- To develop mixed-use or single-use projects with one or more of, but not limited to, the following components: multi-family residential (rental apartments, student housing and/or for-sale condominiums); retail; and/or office.
- To increase transit system ridership by promoting pedestrian traffic between the proposed developments and the King Memorial Station;
- To generate revenues to support MARTA's financial needs. While long-term ground lease is MARTA's preferred mechanism, other financial structures (including sale of the fee simple interest in the land) would be considered if properly justified.

MARTA believes that the property's location adjacent to Historic Oakland Cemetery adds to its desirability for development. On the National Register of Historic Places, Oakland Cemetery is an operating cemetery that continues to play a significant role in the cultural life of the City of Atlanta. The selected development team will be expected to coordinate its planning, engineering, and development efforts with appropriate representatives of Historic Oakland Foundation, the cemetery owner and the City of Atlanta.

MARTA serves an ethnically and economically diverse metropolitan area and encourages the Developer(s) to exercise their best efforts to include in their Proposals, the participation of small businesses that are owned and controlled by socially and economically disadvantaged individuals.

MARTA will expect the successful proponent to contract with certified DBE's in an amount no less than 20% of the total development/construction costs.

3. CERTIFICATIONS

The Developer shall also be required to certify that none of the following, during his/her tenure or for one year thereafter, has or will have any interest, direct or indirect, in the Contract or in any part of the proceeds hereof: members of MARTA's Board of Directors; officers, employees of MARTA, or of any representative of MARTA in the administration of the Contract, pursuant to MARTA's Code of Ethics. This section also applies to members of or delegates to the United States Congress or the Georgia legislature; and members of the governing body, and all other officers and employees, of the City of Atlanta or the Counties of Clayton, DeKalb, Fulton, or Gwinnett, Georgia.

4. EXPLANATION AND COMMUNICATING WITH THE AUTHORITY

Developers shall have no contact with the Authority officers, employees, consultants or other individuals representing the Authority during the Proposal submittal, evaluation or award process, except as authorized by the Office of Contracts & Procurement and Material. The Authority has the sole discretion to reject a proposal received from a Developer who has violated this request.

Prospective Developer(s) who wish explanations or clarifications of the Statement of Work, or other Proposal Documents, or of these Instructions to Proponents, must submit their inquiries in writing to the Director of Contracts & Procurement and Material, Metropolitan Atlanta Rapid Transit Authority, 2424 Piedmont Rd., N.E., Atlanta, Georgia 30324-3330. Any response that the Authority may choose to make will be by a written addendum to the Contract or other written response, and will be posted on the MARTA website at www.itsmarta.com. It is the Developer's responsibility to periodically check the Authority's website for any addenda or inquiries. MARTA will not be bound by any informal explanation, clarification or interpretation, oral or written, by whomsoever made that is not incorporated into an addendum to this Request for Proposals. No response may be made to inquiries received by MARTA less than fifteen (15) calendar days before the scheduled Proposal deadline.

5. PROTESTS

Any protest or objection directed to these Instructions to Proponents or other procurement procedures; or to the Contract Documents or other requirements of the Contract; or to any award or rejection of any Proposals must be submitted to the Authority no later than fifteen (15) days before the closing date for receiving offers or bids. All protests must be submitted in writing to the Authority within the time prescribed. The protests shall be addressed and delivered to the Director of Contracts & Procurement and Material for review and response. A copy of the Authority's protest procedure is available from the Director of Contracts & Procurement and Material.

6. EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS UTILIZATION

Prospective Developer(s) are strongly encouraged to consider the use of Disadvantaged Business Enterprises in all aspects of this Contract and will document their best efforts in this regard as an integral part of their Proposal submittal. Refer to the Equal Employment Opportunity and Disadvantaged Business Enterprise Requirements on Page 7 of 18 of the EEO/DBE proposal specifications.

The Authority has assigned a 20% goal for Disadvantaged Business Enterprise (DBE) participation in this project, the Proponent agrees and warrants that:

a) He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. (b) He/she will comply with all the provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and other relevant orders of the US Secretary of Labor; and he/she will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by Title VI of the Civil Rights Act of 1964, as well as, the Age Discrimination in Employment Act effective June 12, 1968, and will permit access to books, records and accounts by the Authority, the Secretary of Labor and/or the Secretary of Transportation, for purposes of investigation to ascertain his/her compliance with such rules, regulations, and orders. (c) He/she will take affirmative action to assure that Disadvantaged Business Enterprises are strongly pursued for participation on this contract and will document their best efforts to ascertain DBE participation in different aspects of the project as an integral part of their Proposal submitted. The breach of any of the foregoing agreements and warranties shall be a material breach of this contract, for which the Authority, in addition to all other remedies, shall have the right to cancel the contract.

In addition to the above, the Developer will provide the Authority with a written copy of its equal opportunity policy statement if less than fifty (50) employees and a copy of current written affirmative action plan if fifty (50) or more employees. This will be accomplished prior to contract award.

7. PROPOSALS

- a. Proposals should be submitted to MARTA no later than **2:00 p.m.**, local time on **August 15, 2013**. MARTA may be unable to consider Proposals received later, and reserves the right to reject any Proposals received after that time solely for that reason. All Proposals should also include the other forms attached to or called for by this Request for Proposals, and the Equal Employment Opportunity forms and data. A signed original and thirteen (13) copies of the Proposals should be submitted. All Proposals received shall become the property of MARTA, and may, without compensation to the Proponent, be used or disposed of as MARTA may see fit.
- b. Proposals may be submitted by mail, addressed to:

Metropolitan Atlanta Rapid Transit Authority
2424 Piedmont Road, N. E.
Atlanta, Georgia 30324-3330
Attn: Contract Control (**RFP P29268**)

Proposals may be delivered by hand, in which case they should be delivered to Contract Control, on the Lobby Floor of MARTA's Headquarters Building. Developers are advised that notwithstanding the address, the Headquarters Building is located West of Piedmont Road, on Morosgo Drive, across from the Lindbergh Rail Station.

Developer should be aware that Proposals may be subject to disclosure under the Georgia Open Records Act. It is the responsibility of the Developer to take any action the

Developer deems necessary to protect confidential and proprietary information or trade secrets that may be included in Proposals.

This should include, as a minimum, identifying on those pages or portions of pages that are truly confidential, proprietary or a trade secret.

8. PROPOSALS EVALUATION AND AWARD

- a. Proposals will be evaluated by an Evaluation Team. The Evaluation Team will conduct an evaluation of the Developers' and Development Teams' Proposals based on the evaluation criteria described below in Parts b and c.
- b. MARTA will evaluate and score Proposals that are deemed responsive, according to the criteria set forth below:
 - 1) Developer/Development Team Project Experience
 - 2) Concept Development Plan
 - 3) Developer/Development Team Composition
 - 4) Developer/Development Team Staff Experience
 - 5) References
 - 6) Financial Capability
 - 7) DBE Involvement
- c. The selection of a qualified Developer shall also be based on an evaluation of the information in Section VIII regarding Equal Employment Opportunity and Disadvantaged Business Enterprises.
- d. Notwithstanding the foregoing, MARTA reserves the right to reject any or all Proposals, or parts thereof, whenever such rejections are determined to be in the best interest of MARTA.
- e. The Authority also reserves the right to award based on the original submission without discussion.

9. DISQUALIFICATION

The Authority reserves the right to disqualify Proposals, before or after the Proposal submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proponent.

10. INSURANCE REQUIREMENTS

The Proponent shall maintain in effect during the term of the Contract, at the Proponent's expense, at least the following coverage and limits of insurance:

Commercial General Liability, Bodily Injury and Property Damage, including Contractual Liability and Products/Completed Operations Liability without the explosion, collapse and underground (XCU) exclusions eliminated of not less than \$50,000,000 single limit per occurrence. Limits of Liability may be provided under a Commercial General Liability policy and Umbrella Liability policy if desired.

Workers Compensation -Georgia Statutory coverage and Employers Liability of not less than \$1,000,000.

Automobile, Bodily Injury and Property damage Liability, with not less than \$10,000,000 single limit per occurrence.

Professional Liability, not less than \$1,000,000 single limit per occurrence.

Pollution Liability, not less than \$1,000,000 single limit per occurrence.

Builders Risk: During the course of construction, Builders Risk insurance is required on a completed value basis against all risks of physical loss, covering the replacement cost value of worked performed and the equipment supplies and materials.

All policies shall contain a Waiver of Subrogation as applicable.

MARTA should be listed as an Additional Insured on all policies as applicable. The foregoing coverages shall be secured from insurers and on forms of policies acceptable to the Authority and shall include provisions that such insurance cannot be canceled, nor its limits reduced, without at least thirty days prior written notice to MARTA, Office of Risk Management, 2424 Piedmont Road, NE, Atlanta, Georgia 30324-3330.

Before beginning work under the Contract, the Contractor shall provide to the Authority certificates of insurance satisfactory to it showing that all such insurance is in effect, and if any such insurance expires or is cancelled before all work under the Contract has been completed, shall provide like evidence of the extension, renewal, or replacement therefore before such insurance expires or lapses.

The Contractor shall furnish evidence of the above in the form and format requested by the Authority to the Director of Contracts, Procurement and Material, 2424 Piedmont Road, N.E, Atlanta, Georgia 30324-3330.

SECTION II – INSTRUCTIONS FOR PREPARING PROPOSALS

INSTRUCTIONS FOR PREPARING PROPOSALS
REQUEST FOR PROPOSALS NO. P29268
KING MEMORIAL STATION (PARCEL D1124)
TRANSIT ORIENTED DEVELOPMENT PROJECT
STEP 1: REQUEST FOR QUALIFICATIONS

1.0 PROPOSAL FORMAT

Responses to this Request for Proposals (RFP) should follow the format described in this section. The required elements should be presented clearly and briefly and be supported by any necessary attachments regarding individual components. Proposals shall be prepared on standard 8 ½" x 11" letter size paper. The font used should be at least 12 point.

Proposals should be indexed, bound and organized in the following order:

- A. Title page** – The title page showing the RFP's subject, the firm's name, address and telephone and fax numbers of the contact person(s) and the date of the Proposal.
- B. Table of Contents** – A table of contents outlining and indexing the contents of the Proposal.
- C. Transmittal Letter** – A signed letter of transmittal briefly stating the proposers' understanding of the work to be performed, the commitment to perform the work, and the statement why the firm believes it is best qualified to perform the engagement.
- D. Proposal Elements** – Response to each item set forth in item 2.0, PROPOSAL ELEMENTS.
- E. Appendix** – Supporting schedules and information.
- F. Number of Copies** – Provide an original and thirteen (13) copies of your Proposal.

2.0 PROPOSAL ELEMENTS

Proposal response must include the following:

1. History and brief description of the firm.
2. Organization chart.
3. Qualifications and capabilities of the Developer's Staff to be assigned to MARTA's Contract including licenses and certifications.
4. List of other completed or on-going Contracts which are similar to MARTA's Contract in nature and magnitude.
5. List of citations or other disciplinary action(s) by any local, state or federal agency against the organization or its principals/key employees.
6. Employment Data and Disadvantaged Business Enterprise Participation.

7. Certification of No Conflict of Interest.
8. List of Proposed Subcontractors.
9. Proponent's Qualifications and Business References.

3.0 OTHER INFORMATION

Provide any additional information that is relevant to your firm's Proposal to provide the services required by the RFP.

4.0 ENVIRONMENTAL PURCHASING POLICY

The Authority desires to use environmentally preferable purchasing (EPP) criteria when making purchases for commodities and services. Environmentally preferable purchasing refers to securing products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. These products minimize the consumption of resources, energy and water; prevent the creation of solid waste, air pollution or water pollution; minimize the use of materials or processes which compromise the environment; and/or promote the use of non-toxic substances and avoid toxic materials or processes.

a. Twelve basic categories are used to provide guidance as to what constitutes an environmentally preferable product. These categories include:

- (1) Alternative Energy Source
- (2) Bio-Based
- (3) Biodegradable
- (4) Compostable
- (5) High Recycled Content
- (6) Low Toxicity
- (7) Low Volatile Organic Compound (VOC)
- (8) Pollution (air, water, solid waste) Reduction
- (9) Recyclable
- (10) Repairable
- (11) Resource Efficient (water conserving and/or energy efficient)
- (12) Reusable

b. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all Proposals submitted should comply with the following guidelines:

- (i) All copies should be printed double-sided.
- (ii) All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e., paper made from raw materials other than trees, such as kenaf). All Proposals should note the level of recycled content contained in the paper being used.

- (iii) Unless absolutely necessary, all proposals and copies should minimize or eliminate the use of non-recyclable or non-reusable materials, such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three-ringed binders, glued materials, paper clips and staples are acceptable.
- (iv) Proponents should submit materials in a format that allows for easy removal and recycling of paper materials.
- (v) Proponents are encouraged to use other products that contain recycled content in their Proposal documents. Such products may include, but are not limited to, folders, binders, paper clips, discs, envelopes, boxes, etc. Where appropriate, Proponents may wish to note which products in their Proposals are made with recycled materials.
- (vi) Unnecessary samples, attachments or documents not specifically asked for should not be submitted with the Proposals.

5.0 **DEFINITIONS**

The following words and phrases when used in the Contract shall have the following meaning:

- Environmentally Preferable Products means products and services that have a lesser or reduced effect on human health and environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the products or services.
- Post-Consumer Recycled Material means material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and community reused, within an original manufacturing process.

SECTION III – STATEMENT OF WORK

**Statement of Work
King Memorial Station
Parcel D1124
Transit Oriented Development Project**

1.0 INTRODUCTION

Metropolitan Atlanta Rapid Transit Authority ("MARTA" or "the Authority") is Atlanta's and the Southeast United States' largest public transit system that has been providing bus service since 1972 and rail service since 1979 to patrons in DeKalb and Fulton counties. MARTA has 91 bus routes, 38 rail stations and over 48 miles of track that have over 450,000 average weekday boardings. The Federal Transit Administration (FTA) encourages transit systems such as MARTA to undertake Transit Joint Development projects either under new grants or with property acquired under previous grants, whether the property is associated with rail, bus, or other transit facilities.

As the first phase in implementing joint development strategy on its surplus properties, the Metropolitan Atlanta Rapid Transit Authority (MARTA) requests qualified developers to submit qualifications and concept plans for the ground lease or sale of a real estate parcel located adjacent to the King Memorial Station ("heavy rail transit") which is comprised of approximately 4.336 acres +/-, designated by MARTA as Parcel D1124. This property, formerly the South Parking Lot used for commuter parking but is no longer used for that purpose, is located east of Grant Street, north of Biggers Street, west of Historic Oakland Cemetery, and south of the CSX Railway. The parcel occupies a key site within walking distance of MARTA's King Memorial station, one stop and less than five minutes, from Georgia State University and the Georgia State Capitol.

A location map, aerial photograph, site photographs, survey, sewer plan, and geotechnical report are included in Section IV-Exhibit A. A real estate market analysis and list of additional economic resources are included in Section V-Exhibit B.

2.0 PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit qualifications and project vision statements from Developers and/or Development Teams capable of developing Parcel D1124 at King Memorial Station in a manner consistent with MARTA's objectives and Transit Oriented Development (TOD) Guidelines. MARTA intends to identify the most qualified Developers and/or Development Team who offer the highest probability of success in developing the site. The most qualified Developers and/or Development Teams will then be asked to submit a detailed development plan and financial model that illustrates the potential economic return to the Authority.

3.0 OBJECTIVES

MARTA's goals for Transit Oriented Development (TOD) of this property are:

- To develop mixed-use or single-use projects with one or more of, but not limited to, the following components: multi-family residential (rental apartments, student housing and/or for-sale condominiums); retail; and/or office;
- To increase transit system ridership by promoting pedestrian traffic between the proposed developments and the King Memorial Station;
- To generate revenues to support MARTA's financial needs. While long-term ground lease is MARTA's preferred mechanism, other financial structures (including sale of the fee simple interest in the land) would be considered if properly justified.

MARTA believes that the property's location adjacent to Historic Oakland Cemetery adds to its desirability for development. On the National Register of Historic Places, Oakland Cemetery is an operating cemetery that continues to play a significant role in the cultural life of the City of Atlanta. The selected development team will be expected to coordinate its planning, engineering, and development efforts with appropriate representatives of Historic Oakland Foundation, the cemetery owner and the City of Atlanta.

MARTA serves an ethnically and economically diverse metropolitan area and encourages the Developer(s) to exercise their best efforts to include in their Qualifications, the participation of small businesses that are owned and controlled by socially and economically disadvantaged individuals.

3.1 MARTA TRANSIT ORIENTED DEVELOPMENT (TOD) POLICIES

MARTA TOD Policy #1 – Land Disposition: MARTA has established a preference for ground lease over sale of joint development property.

MARTA TOD Policy #2 – Station Access: MARTA has established the following priority of access to its stations, which pedestrian access given the highest priority:

1. Pedestrians
2. Bicycles
3. Feeder Transit
4. Drop off
5. Park and Ride

MARTA TOD Policy #3 – Parking and TOD: This policy allows MARTA to determine parking replacement on a case by case basis. At King Memorial Station, **the Authority does not require any MARTA replacement parking or any MARTA customer parking to be provided as part of this proposal.**

MARTA TOD Policy #4 – Affordable Housing: MARTA has a goal of 20% affordable housing for any project on its “joint development” properties. Developers are encouraged to meet or exceed this goal and are allowed flexibility in determining the type of affordable housing that should be provided to meet this goal. Developer should, however, explicitly state how they intend to meet this goal.

MARTA TOD Policy #5 – Sustainable Business Practices: MARTA encourages Developer to embrace sustainable business practices, as described in the MARTA TOD Guidelines, and show how they will be utilized in development at King Memorial Station.

MARTA TOD Policy #6 – Intergovernmental Activities: MARTA will assume responsibility for securing all necessary Federal Transit Administration (FTA) approvals.

3.2 MARTA TRANSIT ORIENTED DEVELOPMENT (TOD) GUIDELINES

The MARTA TOD Guidelines (the “Guidelines”) include a breakdown of station types, based on such factors as the station’s location, density, surrounding land uses and transit operations. The Guidelines classify each of MARTA’s thirty-eight (38) rail stations with King Memorial Station classified as a *Neighborhood Station*. The Guidelines specifically define *Neighborhood Stations* as being “...located in primarily residential districts, and their principal transportation function is to help people who live nearby get to work, school, shopping, entertainment and medical services, and other destinations accessible through the transit network”. Development characteristics for *Neighborhood Stations* include:

- FAR (Floor Area Ratio, i.e. ratio of land to building area) 1.5 to 5.0
- Residential Units Per Acre 15 to 50
- Height In Floors 2 to 8

For complete information on the MARTA TOD Guidelines and Policies, refer to <http://www.itsmarta.com/TOD-real-estate.aspx>.

3.3 LOCAL LAND USE AND ECONOMIC DEVELOPMENT RESOURCES

Zoning

The property is located in Sub Area 1 of the Special Purpose Interest District 22 King Memorial Transit Station Area or (SPI-22 TSA). Permitted uses in this district include but are not limited to: grocery stores; restaurants; multi-family housing; financial institutions; and professional or personal service establishments. Other key development controls are outlined below:

Density - The district allows for a Floor Area Ratio (FAR) of up to 8.0. The development parameters of the district such as density and the overall design standards are well within the recommended guidelines contained in MARTA's adopted "TOD Guidelines".

Building Height – The SPI-22 TSA regulations allow 200 feet when located greater than 200 feet adjacent to either Martin Luther King Jr. Drive or Oakland Avenue. Areas within this buffer are limited to 76 feet in height. Although the site abuts Oakland Avenue to the east, there is ample room on the site outside this buffer to build to the maximum allowed.

For more information on the Development Controls for SPI-22 TSA; refer to the Code of Ordinances via the following link:

<http://library.municode.com/index.aspx?clientId=10376>.

Once on the page, refer to the side menu and scroll down to Part III-Code of Ordinances- Land Development Code/ Part 16-Zoning/Chapter 18V.

MARTA, however, makes no guarantees or representations regarding the City's land use regulations.

Previous Plans

In 2003 the City of Atlanta, through the Atlanta Regional Commission's Livable Centers Initiative (LCI) created the Memorial Drive-Martin Luther King Jr. Drive Area Revitalization Study. This study suggested that a series of land use changes and economic development measures be put in place to redevelop the area. The King Memorial Station was identified as a catalyst to help spur redevelopment in the area. For more information on this LCI study, please refer to our King Memorial information database at <http://www.itsmarta.com/TOD-real-estate.aspx>.

Additional Economic Resources

A suggested list of economic resources is attached in Section VI- Exhibit B.

4.0 SCOPE OF WORK

Selection will be based on the experience and qualifications of the Development Team. The following pages detail the requirements for each Developer's submission to MARTA. Compliance with the specific requirements will be a factor in evaluating the proposals. For consistency, the following definitions will apply:

- The Developer or Development Team ("Team") refers to the single organization or group of organizations that will execute the project, enter into agreements with MARTA, and lease and operate the completed project. In the event that there is a Development Team, please define the responsible, decision-making authority and submit all requested information for each organization that comprises the Team.

4.1 EXPERIENCE AND QUALIFICATIONS

To allow MARTA to fully understand the experience and capabilities of the Developer and Development Team, please provide the following information for each member of the Development Team. Please highlight projects where members of the Development Team have worked together.

1. Description of experience within the past ten (10) years with particular emphasis on projects comparable to the King Memorial project:
 - a) Specific land uses, such as multi-family residential, proposed within your concept development plan;
 - b) Experience in the Atlanta MSA;
 - c) Transit Oriented Development Projects;
 - d) Experience with affordable housing;
 - e) Experience working with other public agencies, specifically public transit agencies if applicable.
2. Description of each project will include:
 - a) Size in total land area and building area;
 - b) Scope of the project;
 - c) Location of the project;
 - d) Approximate development value;

- e) Year completed;
 - f) Specific role of Development Team firms; to include any financing team roles and responsibilities on any bank financing support;
 - g) Past role(s) of individuals expected to work on MARTA project (if applicable);
 - h) Client references and authorization to contact them. Please highlight any previous experience with public agencies (if applicable).
3. Resumes of personnel to be involved in MARTA's project on a day to day basis, including:
- a) Education and professional licensing;
 - b) Specific relevant experience;
 - c) Specific role in proposed project.

4.2 FINANCIAL CAPABILITY

Given the nature of this project, MARTA must understand the Developer's financial capability to undertake and successfully complete this project. Please provide the following for the Developer:

1. Audited financial statements for the past three (3) years
 - a) Balance sheet;
 - b) Income statement;
 - c) Statement of change in financial position.
2. Names and phone number of references for the following:
 - a) Two commercial banks; to include existing relationship(s) with Bank services, Bank Finance Partners, Credit Providers, or other Banking Institutions.
 - b) Two institutional partners.
3. Terms and conditions of any significant contingent liabilities, such as guaranteed loans or other obligations which could affect this project.

4. Any financial statements that are deemed to be confidential shall be marked as **Proprietary**.

4.3 PROPOSED DEVELOPMENT

MARTA's vision for Parcel D1124 at King Memorial Station is for mixed-use or single-use projects including one or more of the following components: multi-family residential (rental apartments, student housing, or "for-sale" condominiums); retail; and/or office. However, Developers are encouraged to offer proposals for any other use or uses as long as they are consistent with both MARTA's TOD Guidelines as well as existing City of Atlanta zoning and land use plans for the area.

Creating this vision will require proposals that:

- Balance the need for streets, driveways and internal parking areas with pedestrian walkways that connect building entrances with the Grant Street sidewalk located under the CSX bridge at the site's northwest corner and facilitating access to the station from the development site;
- Respect and respond to the concerns of the surrounding communities regarding traffic and other issues, both in terms of design as well as proactive community problem solving; creating a sustainable, transit oriented development consistent with the 2003 Memorial Drive-Martin Luther King Jr. Drive Area Revitalization Study. (Section 3.3)

4.4 PROJECT VISION STATEMENT

Please submit the following:

- a) State the vision of the proposed concept plan, including key architectural and community goals;
- b) Describe the concept plan, including proposed mix of uses and density for the overall project, including a general description of planned building densities, including building heights, affordable housing units and open space;
- c) Provide one (1) 11 x 17 sized visual depiction of project, by providing an illustration such a drawing or artist rendering that clearly explain the location and appearance of the proposed improvements.

4.5 ORGANIZATIONAL STRUCTURE AND BUSINESS RELATIONSHIPS

As this project is of utmost importance to MARTA, it must be undertaken in the spirit and practice of full disclosure. In addition, MARTA is a public body and is responsible to a number of constituencies and must be aware of relationships with those groups. To this end, please provide the following information for the Developer:

- A. Legal form of the Developer and the state in which it is domiciled. In the case where the Developer is an affiliation of two or more firms, please provide information for all participants and the nature of the relationship. This could include organization documents or a brief description of the rights and obligations of the parties.
- B. Name, address, telephone and fax number for the contact person authorized to communicate and negotiate on behalf of the Developer.
- C. Provide name and firm of primary outside legal counsel(s) to be involved in this project.
- D. Provide name of auditor for each entity and name of primary contact.
- E. List any outstanding disputes or business relationships between the Developer and the following entities:
 - 1. MARTA
 - 2. The United States Department of Transportation
 - 3. Federal Transit Administration
 - 4. Georgia Department of Transportation
 - 5. City of Atlanta Government
 - 6. Invest Atlanta
 - 7. Housing Authority of the City of Atlanta
 - 8. Fulton County Development Authority
 - 9. Fulton County Government
 - 10. Fulton County Housing Authority

11. Other relevant agencies and organizations

Describe any other outstanding disputes involving the Developer or a member of the Project Team of which MARTA should be made aware.

Section IV-Exhibit A

Location Map

Aerial Photograph

Site Photographs

Survey

Sewer Plan

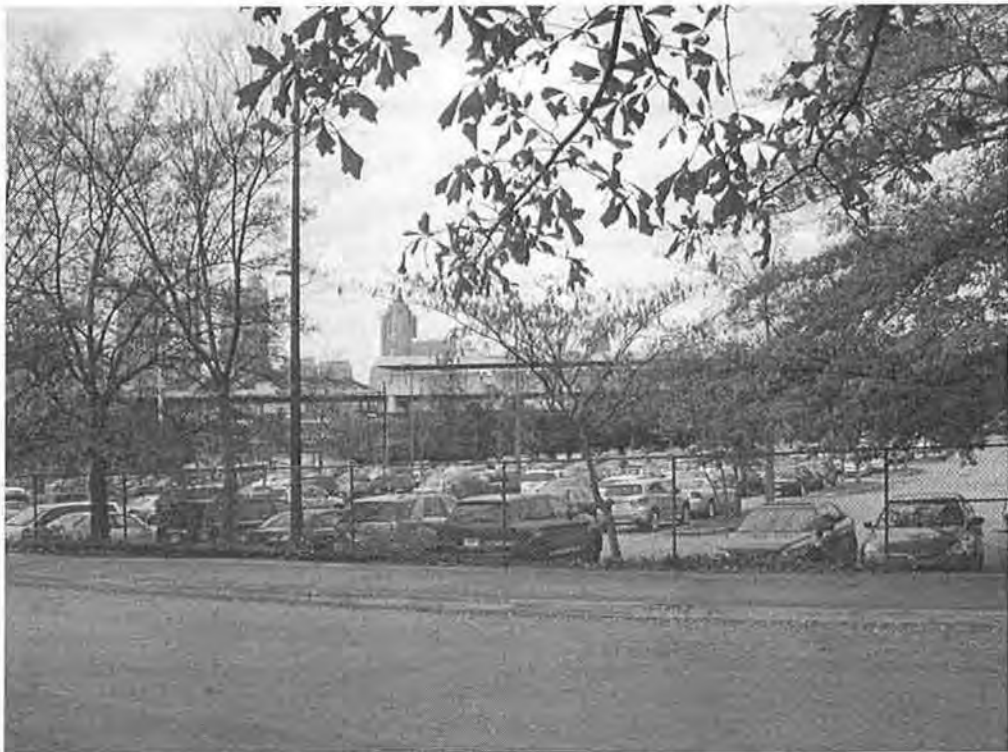
Location Map



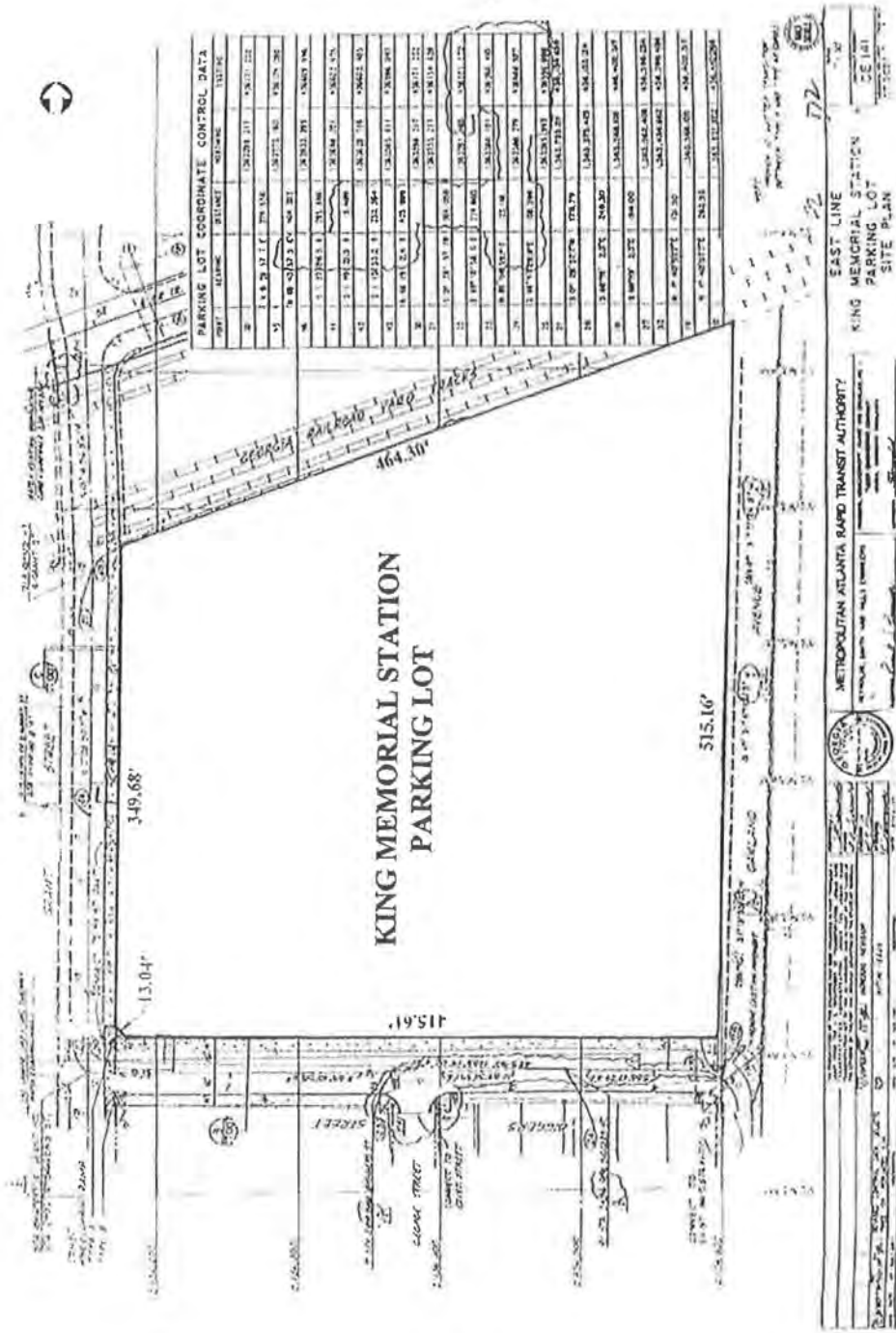
Aerial Photograph



Site Photographs



Survey



Sewer Plan



Section V-Exhibit B

Bleakly Market Analysis


Invest Atlanta Fact Sheet



Transit-Oriented Development Implementation Strategy Assistance

ARC
ATLANTA REGIONAL
COMMISSION

January 2013 Prepared by

 **Bleakly** Advisory Group

and **T S W**
TUNNELL SPANGLER WALSH & ASSOCIATES

STATION AREA #7: KING MEMORIAL

Location: 377 Decatur Street, Atlanta, GA 30312

Immediate Opportunity at King Memorial Station

Much has been made recently about the Millennial Generation (the large demographic cohort born in the 1980's and 1990's) driving demand for walkable urban real estate products, particularly rental apartments. While these consumers, some 80 million strong, continue to exert their considerable purchasing power on various sectors of the economy, their preference for living in compact social settings has pushed forward the real estate recovery and transformed urban neighborhoods throughout the nation. In Atlanta, the neighborhoods east of downtown have particularly benefitted from the growing generational preference for urban living. In addition to demographics driving change on the eastside, the growing presence of Georgia State University, the attraction of the Atlanta Beltline, the availability of relatively affordable real estate in a walkable setting, and the access to mass transit has led to an influx of residents to the area roughly bounded by Interstate 20 on the south, Interstate 75/85 on the west, north to Ponce de Leon, and east toward Decatur, including the rapidly redeveloping neighborhoods of the Old Fourth Ward and Inman Park, among others.

As the Millennials continue to generally exhibit less of a preference for driving, toward other modes of transportation such as walking and mass transit, Atlanta real estate developers have recently focused much attention on building apartments within walking distance of the future Beltline and MARTA rail lines. MARTA's King Memorial station is the most centrally located heavy rail transit stop within the thriving Atlanta eastside real estate market during the past decade, which has, therefore, seen considerable residential development, both new and rehabilitation. Thus, we believe that developing the remaining available properties within this transit station area have the opportunity to bring about very successful TOD in the immediate future.

The King Memorial station is located along Decatur Street in the city of Atlanta. MARTA has classified this station in its Neighborhood Stations typology, which allows up to 50 residential units per acre, with a Floor-Area-Ratio (FAR) of up to 5.0. The design standards and development intensity set forth in this typology are within Atlanta's current zoning designation for the area. Thus, recent development in the station area fits well within the walkable neighborhood urban design paradigm.

Due to the growing desirability of the eastern neighborhoods in Atlanta, mixed use TOD projects, focused largely on rental residential, would likely find success in the King Memorial station area. The station area—the one-quarter mile radius from the East Lake MARTA transit facility—offers various potential development parcels, including a 4.4 acre MARTA parking lot south of the transit station.

Momentum for TOD at the stations along the MARTA west line is building. Over the past few years MARTA has progressed to the negotiation stage for possible development at both the Edgewood/Candler Park station and the Avondale station. Prior to that, in 2004, a team of developers proposed to build a mixed use project on the King Memorial MARTA parking, but numerous complications prevented that from happening. Despite these setbacks, demand for TOD in the area is currently strong. Thus, we have identified various current and potential TOD projects, totaling nearly 40 acres, which should be monitored.

STATION AREA MARKET CHARACTERISTICS

Residential

Both the for-sale and for-rent housing markets in the immediate area surrounding the King Memorial station have remained relatively healthy in 2012. Over 20 new condominiums sold in recent months within a mile radius of the station at approximately \$175,000 on average. While these prices are somewhat low, the rental market is extremely healthy. Average apartment rents within a mile of the station currently stand at nearly \$1,100 per

month; this includes units of various age and configuration. Moreover, demand for newer apartments throughout the eastside area of Atlanta, particularly in the Inman Park and Old Fourth Ward neighborhoods, has grown as the Millennials have driven rents up and vacancy down.

As seen in the chart below, newer apartment complexes in this area achieve rents that are similar to the average rents in the region's highest performing submarkets. Units in the comparable project set average over \$1,180 per month at 4% vacancy. According to REIS, this compares to Atlanta's top submarkets, Buckhead, which averages \$1,200 and 5% vacancy.

Eastside Atlanta Newer Apartment Comparables

Property	Address	Yr. Developed	Asking Rent/Unit	Vacancy Rate	Avg. \$/SF
AMI Parkside	660 Ralph McGill	2010	\$1,292	3%	\$1.51
The Block Lofts	747 Ralph McGill	2005	\$1,216	3%	\$1.40
Montage Old 4th Ward	626 DeKalb	2007	\$1,136	10%	\$0.96
Highland Walk	701 Highland	2004	\$1,117	2%	\$1.29
Columbia Cilt homes	165 Marion Pl	2002	\$1,112	2%	\$0.95
Ashley Auburn Pointe	322 Decatur	2010	\$981	3%	\$1.10
Pencil Factory	349 Decatur	2009	\$1,326	9%	\$1.19

NOTE: Some projects contain a significant amount of affordable units

Commercial

The market for office and retail real estate near the King Memorial station is less robust, but strong enough to make small-scale offerings in a mixed use setting potentially feasible from a supply and demand perspective. Within a half mile of the station there is about 120,000 square feet of combined office and retail space. This office space is struggling, with vacancies over 20% and rents below \$13 per square foot. The retail space, however, is performing somewhat better with 8% vacancy and \$19 per square foot rents.

Just to the west of the station along Decatur Street, the Pencil Factory flats offer 30,000 square feet of retail at street level under 188 loft-style apartments. The current tenants include a neighborhood market, a small community theater, multiple dining options, and a barber shop, drawing demand from residents and Georgia State students. (Given the elevated nature of the MARTA station platform, the local-serving retail tends to draw less demand from transit patrons at this location than might otherwise be expected.) The retail spaces at Pencil Factory are nearly fully occupied with rents around \$20 per square foot. Both the retail and the residential at Pencil Factory can be qualified as successful, but the retail tenant line-up is just now stabilizing, after over two years of operations. The retail space at this project, as well as in other older buildings in the market area, likely satiates the current market demand until the residential population grows much greater. Nevertheless, smaller retail offerings of 5,000 to 10,000 square feet per mixed use project could find success.

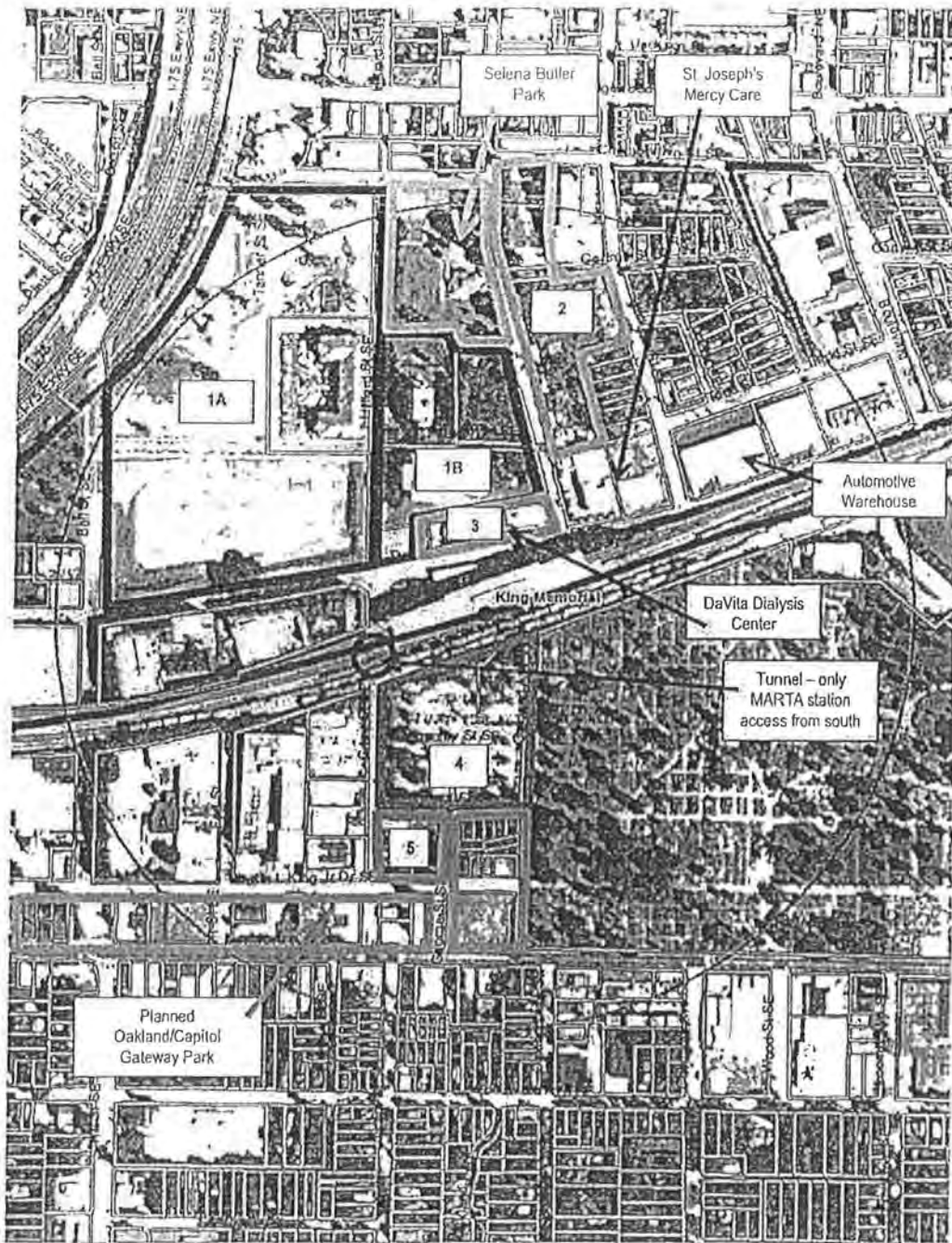
DEVELOPMENT OPPORTUNITIES AT KING MEMORIAL






As seen on the map above, various land parcels in the station area are in development phase, or could be developed for TOD. The recently completed Selena Butler Park in the northern portion of the station area and the emerging Oakland/Capitol Gateway Park in the south along Memorial Drive add desirable greenspace amenities to current and future development.

TOD Development Opportunity Areas – King Memorial

Parcel	Acreage	Development Potential	Orientation
1A	21	Mostly built	Auburn Pointe - Mixed age / mixed income residential redevelopment of former Grady Homes
1B	6	Planned	Auburn Point Phase II
2	4.5	Medium-term	Residential (possible mixed use)
3	1+	Immediate Need	DaVita Dialysis Center - Necessary redevelopment to enhance TOD potential
4	4.4	Immediate	Rental residential
5	1	Medium-term	Residential (possible mixed use)
TOTAL	+/- 39		

King Memorial Station and One-Quarter Mile Radius Station Area



KEY:			
MARTA Property		1/2-Mile Radius Station Area	
Privately-held Property		AHA / Integral Redevelopment	
MARTA Blue Line		City of Atlanta Park (Current/Planned)	

Auburn Pointe (Map 1A / 1B)

According to the developer, Integral, the master plan for this multi-phase, multi-income community includes 300 multifamily rental units, 48 affordable and market priced for-sale homes, and 324 independent and assisted-living senior residences built on land owned by the Atlanta Housing Authority, at the site of the former Grady Homes public housing project. The final phase of the large parcel shown at 1A on the map, known as Ashley Auburn Pointe, is a proposed affordable, open-age multifamily project, constructed using below-market debt and/or tax credit financing, consisting of 150 units. The units are generally low density, with surface parking only.

The parcel, shown as 1B on the map, is approximately six acres, most of which formerly contained the Antoine Graves building, John Portman's first atrium building, and the Antoine Graves annex. These buildings housed low income seniors and AHA has indicated plans to build back senior housing units back on the property in the future. The northeastern-most portion of the land is owned by a private AHA holding company, with no specific plans currently released.

These six undeveloped acres offer an opportunity to continue building the residential district near the King Memorial station, clearly a positive outcome for TOD in the area. However, a key component to this future would include the redevelopment of the one acre DaVita Dialysis Center, shown on the map above as parcel #3. This business is in a well-kept building, but does not enhance a TOD development pattern. With its Decatur Street frontage, strategically located across the street from the main station entrance, this parcel could be essential to successfully weave the future AHA phases into a high-quality TOD setting. The dialysis business in this 11,000 square foot building could be worked into a larger redevelopment of the block. As currently configured, however, the building is a significant barrier to advancing TOD near the King Memorial station.

Given the strong rents in the area, the later phases of Auburn Pointe could likely garner revenues to justify higher densities and structured parking. At 50 units to the acre, the developer could fit 300 units on the site, if a parking deck was included. With average rents exceeding \$1,100, tax credits and other development incentives, this should be justifiable, based on our analysis.

Gartrell Court, Inc. (Map 2)

Similar to the AHA property to the west, this four-plus-acre site, own by an entity know in the tax records as Gartrell Court Inc., offers potential for further residential/mixed use development. Similarly, the property is set back from Decatur Street frontage, separated by St. Joseph's Mercy Care Clinic. This clinic is relatively new and likely to remain in place for the foreseeable future. Nevertheless, because of its location and design, this building poses less of hindrance to TOD development on this parcel than the dialysis clinic poses to the AHA land.

Also similar to the AHA property, this potential development should include higher density residential units, up to 50 units to the acre, with structured parking. At that density the site could justify up to 225 units. With Butler Park just to the west, the need for greenspace in a project at this site would not be necessary, thus allowing a developer to maximize the acreage.

MARTA Parking Lot (Map 4)

MARTA's 4.4 acre parking lot south of the King Memorial Station represents a clear immediate TOD opportunity, with rental housing offering the highest-and-best use. Currently MARTA leases the parking lot to Grady Hospital for parking; however, MARTA officials indicate the ability to terminate the lease with only 30 days' notice, thus making joint development possible.

The largest caveat to the potential development is lack of direct access from the parking lot to the transit station entrance. The lot is detached from the station by four active heavy rail lines utilized by CSX freight cars. The only access from the lot to the station is the Grant Street vehicular tunnel. While the tunnel does include sidewalks on both sides of the street, it is not inviting for pedestrians. This situation is far from optimal in building transit-

supportive residential units. In the event of residential development on the south parking lot, enhancements to the tunnel could be helpful. The lack of direct connection will always inhibit the project from reaching its full TOD potential unless other pedestrian linkages to the station can be worked out. An elevated “fly-over” pedestrian bridge across the tracks from the development to the station is one obvious solution. However, spanning active rail facilities is typically difficult to achieve. Therefore, an agreement to build such a bridge could be a real challenge. Nevertheless, the importance of a better pedestrian linkage from the residential units to the transit should not be underestimated in developing a high quality TOD.

Further, residential units built next to active heavy rail have, at times, historically been problematic as residents may find the excessive noise an issue. While housing preferences have changed and current projects, even in the local area, have shown that rail next to residents is not a “deal breaker,” it could diminish the appeal for potential renters. To mitigate this situation, the project designers could configure the residential development so that a parking deck is located on the north edge of the property and serves as a buffer between the trains and the residential units.

In order to determine the feasibility for a potential development at MARTA’s King Memorial parking lot, we modeled the development scenario at 50 dwelling units per acre. Our scenario assumes building rental residential units configured in a four-to-five story stick-built structure surrounding a laminated parking structure with 5,000 square feet of retail on the bottom floor and a 3,000 square foot leasing office.

In order to determine the feasibility for the potential development on the MARTA parking lot, we modeled the development scenario, based on our real estate knowledge, assuming that a developer would be willing to contribute approximately 12% to 15% of the entire development value toward the land purchase. Current construction prices dictate that the proposed rental units built in this fashion would likely be valued at approximately \$125,000 per unit. We estimated of the value of the retail space at \$150 per square foot.

King Memorial TOD Development Scenario Land Purchase Price Analysis

South Parking Lot 4.4 Acres

	Units / SF	Avg. Value per Unit / SF	Total Value	Land Contribution (12%)	Land Price per Acre (12%)	Land Contribution (15%)	Land Price per Acre (15%)
Multifamily Rental @ 50 du/a	220	\$125,000	\$27,500,000	\$3,300,000	\$750,000	\$4,125,000	\$937,500
Mixed Use Retail (SF)	8,000	\$150	\$1,200,000	\$144,000	\$32,727.27	\$180,000	\$40,909.09
Total			\$28,700,000	\$3,444,000	\$782,727	\$4,305,000	\$978,409
Land Price Per Unit				\$15,655		\$19,568	

As shown above, the market value of the redevelopment alternative would be over \$28 million. In the 12% land contribution scenario, a developer would pay approximately \$3.4 million, about \$780,000 per acre, for the land. A 15% contribution would likely be the most a developer would pay, in this case about \$978,000 million per acre. Based on our knowledge of the market, the estimated land contribution range of \$15,000 to \$20,000 per unit that a developer could pay in our proposed scenario would be financially feasible building at this density, with supportive rents.

As the area is largely built-out, few sales of vacant tracts over two acres have occurred in the current economic environment to help assess current land value. Nevertheless, a review of three sales in the area (shown below) would indicate that land for residential projects is trading at more than the estimated prices in our scenario. At a 15% land contribution a \$167,000 gap exists to make the project feasible, which is within the competitive price range. The land contribution and the current prices appear to be close enough to give us confidence that this project could happen; however, very little flexibility would be available in the negotiations.

King Memorial TOD Development Scenario Land Purchase Price Analysis

Date	Acres	Address	Price	Price Per Acre
2011	1.33	Memorial Drive	\$1,250,000	\$939,850
2011	1.34	Borders Drive	\$1,533,180	\$1,144,164
2010	3.7	Glen Iris Drive	\$5,000,000	\$1,351,351
			AVERAGE	\$1,145,122

Source: BAG

The Glenn Iris Drive sale shown above is instructive for the King Memorial site. North American Properties purchased 3.7 acres in Atlanta’s Old Fourth Ward (at Glen Iris Drive and Rankin Streets) with plans to build 276 apartment units. The \$5 million total equates to just over \$18,000 per unit for the raw land. Given the 220-unit potential development at King Memorial this land price, just over \$4 million, for the four-acre parking lot, and revenue from an average unit rent of \$1,000 per month, would allow for the development to be financially feasible.

Because MARTA currently offers no parking for its patrons at the King Memorial site, development on the south parking lot would not be required to factor in the cost of replacement spaces, unlike development at most other MARTA stations.

LIKELIHOOD OF MARTA GROUND LEASE

Under a long-standing joint development policy, MARTA officials have indicated a preference to lease the real estate currently in their control rather than sell it outright for TOD development. Experience has proven that this arrangement is typically less desirable for a private sector developer to undertake. However, we anticipate that the demand for products in a transit-oriented walkable environment will attract developer interest, ground lease notwithstanding.

As ground lease transactions and developments of this type are less typical in the Atlanta region, few comparable deals have transpired recently. Nevertheless, this type of arrangement is not uncommon for transit agencies throughout the nation. The land near the transit stops will have an impact on the system overall and agencies have taken to land leases to help protect their interests. Just as important, if not more so, a ground lease can serve as a dependable source of income for the agency. In leasing the land the agency can expect a reliable constant revenue stream.

In order to analyze and anticipate MARTA’s potential lease rate for TOD development on their property it is instructive to assess the lease proceeds against the potential returns the agency would secure if they instead sold the land and invested the proceeds in a long-term low-risk investment account. In preserving the real estate in a leasehold position MARTA takes on a bit more risk due to the typical fluctuations of land prices. Because of the increased risk for holding the property, land leases are, as a rule-of-thumb, calculated based on the land value multiplied by the current risk-free interest rate (LIBOR or Treasury yield) plus 2-3%, and adjusted based on other extenuating conditions.

As of this writing, the one-year LIBOR stands at a historically low rate, below 1%. Thus, MARTA could expect a developer to agree to a ground lease rate of no more than 4% currently; although a more typical LIBOR rate averaged over a longer ground lease rate of 5%-6% may be reasonable. In the case of King Memorial, assuming land values at \$1,000,000 an acre, leasing four-and-four-tenths acres to a private developer, MARTA could expect a lease payment of approximately \$176,000 annually. From a developer’s perspective, the structuring the economics of the project in which they financed the construction cost without the land sale and paid for the land through a 99-year ground lease, the returns could actually look more favorable than with an outright sale. This favorable outcome is due to the affordable rate of the ground lease (4%) versus the rate at which we calculated the developer’s debt service payments (6%) and the need to not provide the equity up front to purchase the land.

King Memorial Land Lease Pro Forma Assumption Summary

Project Cost Less Land Value		\$27,075,000
Required Equity	35%	\$9,476,250
Required Debt	65%	\$17,598,750
Debt Service		\$800,923
Land Lease Term (Years)		99
Land Lease Term (% of Land Value)		4%
Lease Payment		\$176,000
Total Payment (Debt Service & Land Lease)		\$976,923
Net Cash Flow For Distribution		\$1,097,877
Return On Equity		12%

ACTION ITEMS TO CREATE A TOD AT KING MEMORIAL

With the strength of the real estate market near the King Memorial station, the area has attracted much attention from real estate developers, particularly the apartment sector. Interested public entities should move quickly to create the conditions in the area that could help to prompt private transit oriented development. We believe King Memorial is a top priority location among the station areas we examined in Task 3 because:

- We expect developers to continue to clamor for apartment projects on Atlanta’s eastside for at least the next 12-to-18 months,
- Many of the key TOD parcels in this sought-after area are already tied up,
- MARTA officials have indicated that they will be ready to issue an RFP to potential developers of their King Memorial parking lot in early 2013.

Considerations:

City of Atlanta

- Initiate streetscape and pedestrian improvements along Decatur Street to help improve the linkage of the projects to the north to the station. Also consider improvements to the south, particularly along Grant Street to create a north-south axis linking Memorial Drive to the station. Special attention should be paid to the Grant Street tunnel under the rail lines.
- Consider Eastside TAD funding to help pay for the infrastructure improvements such as a parking deck. Although MARTA does not require replacement parking at this station TAD funding would be a key incentive that would allow greater density on the site if the Eastside TAD helped defray some or all of the developer’s deck costs. The TAD could also be used to help improve the pedestrian infrastructure and further develop the parks in the station area.

MARTA

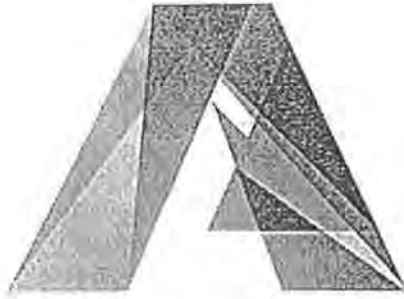
- MARTA should advance its plans for an RFP for the south site development as a catalyst in this TOD,
- MARTA could explore potential direct connections to the station platform, possibly funded by TAD.

ARC

- Consider assisting the city and MARTA in finding solutions for pedestrian improvements that would help navigation from the south to the station platform.

- Consider collaborating with AHA, using among other funding sources, the ROSS Linkage Housing and Urban Development Grant Project to utilize ARC’s Lifelong Community principles to support residents in “increasing social interaction, promoting healthy living, improving connectivity with the surrounding community, and enhancing pedestrian and transit access.”
- Consider LCI funding for continued streetscape improvement planning.

We recommend creating a working group that includes ARC, MARTA, AHA, Invest Atlanta, other key area land owners, and officials from Atlanta to help move TOD plans for the area forward. In addition to fostering catalytic development projects, the group should coordinate streetscapes and other walkability enhancements in the district that create a cohesive environment and ensures that transit accessibility in a pedestrian friendly environment becomes a reality throughout the larger area.



INVEST ATLANTA

Atlanta's Development Authority

Invest Atlanta Comprehensive Programs Information

Invest Atlanta:

Chairman: The Honorable Kasim Reed, Mayor, City of Atlanta

President and CEO: Brian P. McGowan

Board of Directors: The Honorable Joyce M. Sheperd; Mr. Joseph A. Brown; Ms. Anna Foote;
Ms. Constance Barkley-Lewis; Mr. Julian Bene; Mr. J.C. Love III, Esq.;
The Honorable Brenda J. Muhammad; The Honorable Emma Darnell

City of Atlanta Incentives

Economic Opportunity Fund

Description: This discretionary fund is structured on a project by project basis based upon criteria such as job retention and creation in the City of Atlanta, financial strength of the business and amount of business investment in the project.

Contact: Bill Cronin

Award Amount: \$25,000 - open

Geographic Limitations: City of Atlanta

Additional Information: Currently all funds have been pledged and therefore a request to the Mayor's office must be made for any new offers.

New Markets Tax Credits

Description: The New Markets Tax Credit Program provides financial assistance to private-sector companies (for-profits and non-profits) seeking low-cost financing for real estate development projects that create positive targeted community benefits.

Contact: Tyrone Rachal

Award Amount: Dependent upon project and available allocation.

Geographic Limitations: 30% or greater poverty; average household income below 60% of area median income; unemployment of 1.5x the national average.

Additional Information: \$5 million to \$40 million is ideal range. Contact us for projects requiring less than \$5 million to determine eligibility or other options.

Tax Allocation Districts

Description: TAD's are established to publicly finance certain redevelopment activities in underdeveloped areas. Redevelopment costs are financed through the pledge of future incremental increases in property taxes generated by the resulting new development.

Contact: Tyrone Rachal

Award Amount: Varies

Geographic Limitations: 10 specified areas throughout the City.

Employee Recruitment and Training

Description: The Atlanta Workforce Development Agency (AWDA) is a bureau of the City of Atlanta under the Executive Offices of the Mayor. AWDA's primary purpose is to administer employment and training programs mandated under the Workforce Investment Act (WIA) of 1998 to the citizens of Atlanta to offer workforce solution services to the metro Atlanta businesses. The AWDA can assist with employee recruitment, job fairs, customized training, and on-the-job training.

Website: www.atlantaworkforce.org

Contact: Deborah Lum

Award Amount: Dependent upon project

Geographic Limitations: City of Atlanta

Lease Purchase Bonds

Description: Through the issuance of lease purchase bonds, Invest Atlanta holds title to real and personal property for a ten year period. Invest Atlanta enters into a Memorandum of Agreement with the Fulton County Board of Assessors to assess the property under a ramp up schedule starting at 50% in the first year and increasing by 5% each year for the next 9 years until full taxes are paid in year 11.

Contact: Eloisa Klementich

Award Amount: No limit; suggested for investments over \$10 million.

Geographic Limitations: Non-TAD areas

Additional Information: Invest Atlanta may not be able to offer this program in a Tax Allocation District ("TAD") since the TAD's rely on the property tax increment to fund their bonds.

501c3 Revenue Bonds

Description: Issued to finance property of applicable non-profits, such as schools, charities, and healthcare facilities. Typically, they are not subject to amount limitations. Some tax-exempt Private Activity Bonds for section 501c3 organizations can be designated as qualified for bank purchase with full tax benefits.

Contact: Eloisa Klementich

Award Amount: Varies

Geographic Limitations: City of Atlanta

Additional Information: Low interest rates, better terms, comprehensive fund use, no volume cap requirement, must be IRS-registered 501c3, borrower can retain accumulated funds, minimum debt standard.

Industrial Revenue Bonds (IRB)

Description: Long-term, low-interest, below-market financing for construction of or improvements to manufacturing facilities. Either structured as public sales in the nation's bond markets or sold as private placements with interested investors. Interest rate may be fixed or variable.

Contact: Eloisa Klementich

Award Amount: Up to \$10 million for each eligible project.

Geographic Limitations: State and local requirements.

Additional Information: Comprehensive use of funds, tax exempt bonds.

Clean Energy Atlanta

Description: Low-cost financing to reduce energy and water consumption in commercial or multi-family buildings. Program provides upfront funding for energy improvements, renewable energy installations and water conservation.

Contact: Dale Royal

Award Amount: Minimum \$5,000; maximum is 10% of building's market value.

Geographic Limitations: New Clean Energy District; staff can assist with map.

Additional Information: Property Assessed Clean Energy (PACE) Financing is repaid over 20 years in annual installments along with property tax.

Small Business Loans

Invest Atlanta offers a variety of small business loan programs headed by Lonnie Saboor.

Business Improvement Loan Fund

Description: Encourages the revitalization of targeted business districts to support development.

Contact: Lonnie Saboor

Award Amount: Direct loans up to \$50,000

Geographic Limitations: Business Improvement Districts

Additional Information: Required 20% equity injection.

Phoenix Fund

Description: Provides small and medium sized businesses with affordable loans.

Contact: Lonnie Saboor

Award Amount: The Phoenix Fund provides loans ranging from \$10,000 - \$100,000 for 3 to 7 years at an interest rate of ½ of prime plus 2%.

Geographic Limitations: City of Atlanta

Additional Information: Must create 1 job for each \$15,000 loaned.

Opportunity Loan Fund

Description: The Opportunity Loan Fund provides gap financing.

Contact: Lonnie Saboor

Award Amount: From \$100,000 - \$200,000 for 3 to 7 years at an interest rate of ½ of prime plus 2%.

Geographic Limitations: City of Atlanta

Empowerment Zone Program

Description: Stimulates economic development in Empowerment Zone through direct loans.

Contact: Lonnie Saboor

Award Amount: \$50,000-\$200,000

Geographic Limitations: Empowerment Zone territory

Atlanta Catalyst Fund

Description: Direct business loans for operating capital or real estate improvements.

Contact: Lonnie Saboor

Award Amount: \$50,000-\$100,000.

Geographic Limitations: NMTA Census tracts

Additional Information: Loans are 3 to 7 years with below market interest rates.

SBA 504 Loan Program

Description: Offers financial and technical assistance to small, minority and female owned businesses relocating or expanding in the City.

Contact: Lonnie Saboor

Award Amount: \$4 million for a maximum term of 20 years at an interest rate based on a 10-year Treasury note.

Additional Information: Create or retain 1 job for each \$50,000 loaned.

Homeownership Loans

Invest Atlanta offers a variety of home loan and grant programs headed by Dawn Luke.

Home Atlanta 4.0

Description: Home Atlanta 4.0 provides first mortgage financing for qualified borrowers desiring to purchase a home or refinance an existing loan in the City of Atlanta. Loans must be 30-year fixed rate FHA, VA or GNMA-insured mortgages. First mortgage loan will be coupled with a forgivable grant up to 5% of the loan amount to be used for downpayment and closing costs. Property can be newly constructed or existing single family detached homes, townhomes or condominiums. Maximum income limit is 140% of Area Median Income (adjusted for family size).

Maximum income: 1 person - \$64,974, 2 persons - \$74,256; 3 persons - \$83,538; 4 persons - \$92,820; 5 persons - \$100,246

Contact: Frank George

Award Amount: Up to \$374,268 for first mortgage loan. Up to 5% grant for downpayment and closing costs.

Geographic Limitations: Incorporated City limits of Atlanta

Neighborhood Lift

Description: Provides up to \$15,000 in funding to eligible homebuyers for the purchase of a new or existing home. It is the only program offered by Invest Atlanta that can be used with a rehabilitation loan (203k loan). Funding will be used to pay all or a portion of the closing costs and/or the down payment associated with purchasing a home. It is fully forgivable after you live in the home for five years.

Maximum income (FHA): 1 person - \$53,400; 2 persons - \$61,000; 3 persons - \$68,650; 4 persons - \$76,250; 5 persons - \$82,350

Maximum income (Conventional): 1 person-\$55,700; 2 persons-\$63,650; 3 persons \$71,600; 4 persons-\$79,550; 5 persons-\$85,950

Contact: Frank George

Award Amount: Up to \$15,000 (no max sales price).

Geographic Limitations: Incorporated City limits of Atlanta

Vine City/English Avenue Trust Fund (Homeownership Assistance Program - HOAP)

Description: The Vine City/English Avenue Trust Fund (HOAP) provides a zero-percent interest rate loan of up to 10% of purchase price, not to exceed \$15,000. There is no maximum purchase price.

Maximum Income: 1-2 person household - \$66,300; 3 or more person household - \$76,245

Contact: Frank George

Award Amount: 10% of sales price not to exceed \$15,000 (no max sales price).

Geographic Limitations: The property must be located within the Trust Fund Program boundaries: Joseph Lowery Blvd. on the west; Donald Hollowell Pkwy. on the north; Northside Drive on the east; Martin Luther King Jr. Drive on the south (incorporated City limits of Atlanta).

Atlanta Affordable Homeownership Program

Description: The Atlanta Affordable Homeownership Program (AAHOP) provides \$10,000 mortgage assistance in the form of a 0% interest rate soft second mortgage for first time homebuyers. Funds can be used for the purchase of primary residence only. Property can be newly constructed or existing single family detached homes, townhomes or condominiums.

Maximum income: 1 person-\$37,150; 2 persons - \$42,450; 3 persons - \$47,750; 4 persons - \$53,050; 5 persons-\$57,300

Contact: Frank George

Award Amount: \$10,000 (max sales price of \$252,800)

Geographic Limitations: Incorporated City limits of Atlanta

Housing Incentives for Developers

BeltLine Affordable Housing Trust Fund

Description: Grants are available to multifamily, single family and Community Housing Development Organization developers from the BeltLine Affordable Housing Trust Fund to finance multifamily and single family developments along the BeltLine. Grant funds may be used to finance acquisition, construction or renovation of multifamily and single family housing for families at or below 60% of Area Median Income (Multifamily Rental) and 100-115% (Single Family Homeownership). These grants to developers are enforced by a Land Use Restriction Agreement (LURA).

Contact: Granvel Tate

Award Amount: The total amount of the grant dollars may not exceed 30% of the total development costs.

Geographic Limitations: Within the BeltLine tax allocation district.

Housing Opportunity Bond

Description: Low interest loans are available to finance multifamily developments in the City of Atlanta that have at least 20% of the units set aside for individuals at 60% of the Area Median Income. Funds may be used to finance acquisition, construction or renovation. These loans to developers are enforced by a Land Use Restriction Agreement (LURA).

Contact: Granvel Tate

Award Amount: The total amount of the loan may not exceed 20% of the total development costs.

Geographic Limitations: Incorporated City limits of Atlanta

Tax Exempt Bonds

Description: Tax Exempt Bonds may be issued to finance multifamily developments in the City of Atlanta that have at least 20% of the units set aside for individuals at 50% of the Area Median Income or 40% of the units set aside for individuals at 60% of the Area Median Income. We recommend this financing tool for projects of 75 units or more. Funds may be used to finance acquisition, construction or renovation. These bonds must be enhanced by a third party or sold via a private placement. Restrictions regarding affordability are evidenced by a Land Use Restriction Agreement (LURA).

Contact: Granvel Tate

Award Amount: The bond financing must be greater than 50% of the overall eligible development costs. Financing can be as high as 100% if the project can support the debt payments.

Geographic Limitations: Incorporated City limits of Atlanta

Vine City English Avenue Trust Fund

Description: The Vine City/English Avenue Trust Fund provides low interest loan financing to single family and multifamily developments in the Vine City and English Avenue neighborhoods. Developments must set aside at least 20% of the units at 80% of AMI or below.

Contact: Granvel Tate

Award Amount: Up to 50% of the total development cost.

Geographic Limitations: The property must be located within the Trust Fund Program boundaries: Joseph Lowery Blvd. on the west; Donald Hollowell Pkwy. on the north; Northside Drive on the east; Martin Luther King Jr. Drive on the south. Incorporated City limits of Atlanta.

Home Investment Partnership Program

Description: Low interest loans are available to finance multifamily developments in the City of Atlanta that have at least 20% of the units set aside for individuals at 50% of the Area Median Income. Funds may be used to finance acquisition, construction or renovation. These loans are enforced by a Land Use Restriction Agreement (LURA).

Contact: Granvel Tate

Award Amount: The total amount of the loan may not exceed 50% of the total development costs.

Geographic Limitations: Incorporated City limits of Atlanta

State and Partner Incentives

Export Trade Counseling

Description: Invest Atlanta works with companies that already have an Atlanta presence to help increase their foreign trade exports.

Contact: Bill Cronin

Award Amount: n/a

Geographic Limitations: City of Atlanta

StartUp Atlanta

Description: StartUp Atlanta is a comprehensive committee of stakeholders affecting the entrepreneurial environment in our community.

Contact: Eloisa Klementich

Award Amount: n/a

Geographic Limitations: Atlanta Region

Foreign Direct Investment

Description: The Business Development team at Invest Atlanta works in conjunction with partners at the City, region, and state to encourage Foreign Direct Investment and capital investment in our community.

Contact: Bill Cronin

Award Amount: n/a

Geographic Limitations: City of Atlanta

Trade Missions

Description: The Business Development team at Invest Atlanta works in conjunction with partners at the City, region, and state to plan and execute trade missions to key international locations in order to increase Foreign Direct Investment and trade between our community and the global economy.

Contact: Bill Cronin

Award Amount: n/a

Geographic Limitations: City of Atlanta

Communications Assistance

Description: Our Communications team drafts press releases and supports investment and job announcements for companies interested in press related support.

These services can include press with Mayor Reed and coordination with our partner organizations at the regional and state level.

Contact: Bill Cronin

Geographic Limitations: City of Atlanta

Business Retention and Expansion Program

Description: This Business Retention and Expansion program will assess the needs and barriers of existing businesses in Atlanta. Existing businesses are a critical factor in the successful long term economic development of the region. It is estimated that about 65-80% of employment growth in an area is generated by existing businesses (IEDC, 2011). Existing businesses also form the economic foundation of Atlanta's community by providing jobs for local residents and tax revenue for the City.

Contact: Eloisa Klementich

Geographic Limitations: City of Atlanta

Less Developed Census Tracts & Opportunity Zones

Description: The City of Atlanta has several locations in "less developed census tracts" and Opportunity Zones. Qualified businesses locating in a less developed census tract are eligible to receive \$3,500 per employee credit against state corporate income taxes for 5 years. Any legal business locating in an Opportunity Zone receives an annual \$3,500 per employee credit against state corporate income taxes for 5 years.

Contact: Dawn Sturbaum

Website: www.dca.state.ga.us/economic/DevelopmentTools

Award Amount: Up to \$3,500 per job per year for 5 years. Total of \$17,500 per job. No maximum amount.

Geographic Limitations: Specific geographic areas

Additional Information: Credits may also be taken against a company's income tax withholding once the company's income tax liability has been met for that calendar year.

Regional Economic Business Assistance (REBA)

Description: REBA is a job creation incentive program run by the State of Georgia to encourage business relocation into the State of Georgia.

Contact: Dawn Sturbaum

Website: www.dca.state.ga.us/economic/financing

Award Amounts: Recommended by GDEcD

Geographic Limitations: Statewide

Training Incentives

Invest Atlanta works closely with the State of Georgia in delivering multiple training incentives to applicable businesses.

Quick Start

Description: In addition to the AWDA, the State of Georgia offers the Quick Start program that develops and delivers customized training at no charge to eligible new, expanding and existing companies. These two organizations can work together to provide a comprehensive workforce development program for the company.

Contact: Rodger Brown

Website: www.georgiaquickstart.org

Award Amount: Dependent upon project

Geographic Limitations: Statewide

Georgia's Intellectual Capital Partnership Program (ICAPP)

Description: The University System of Georgia's economic development program. Connects the intellectual resources of Georgia's 35 public colleges and universities to the statewide business community. Affords businesses access to college-educated employees, latest research, and business and/or operations advice.

Contact: Greg King

Website: www.usg.edu/economic_development

Award Amount: Non-monetary

Geographic Limitations: Statewide

HOPE Scholarship and Grant

Description: Tuition assistance at one of Georgia's 35 public colleges and universities for graduating Georgia high school seniors with a B or better average. Available for degree or certification programs, including those of Georgia's technical colleges and schools.

Website: www.gsfc.org

Award Amount: Varies

Geographic Limitations: Statewide

Hiring Assistance

Description: Georgia's Department of Labor (GDOL) assists companies in recruitment by posting job notices, collecting/screening applications and/or resumes, providing interview space, scheduling interviews, and hosting job fairs. GDOL will work with private employment agencies that list jobs with the State.

Website: www.dol.state.ga.us

Award Amount: Non-monetary

Geographic Limitations: Statewide

Retraining Tax Credit

Descriptions: All Georgia businesses that file a Georgia income tax return and directly invest in retraining are

eligible for tax credits. Must be approved by the Technical College System of Georgia. Must be for quality, productivity, and/or certain software technologies. Can be used to offset up to 50% of a company's state income tax liability. Unused amounts can be carried forward 10 years and combined with other tax credits.

Website: www.georgiaquickstart.org/econdev

Award Amount: 50% of employers direct cost up to \$500 per full time employee per approved training program / \$1,250 per employee, per annum.

Geographic Limitations: Statewide

Small Business and Entrepreneur Assistance

Invest Atlanta works closely with the State to meet the needs of area small businesses and entrepreneurs.

Angel Investor Tax Credit

Description: Income tax credits for qualified investors that invest in certain qualified Georgia businesses in calendar years 2011, 2012, and 2013. Qualified investors must gain approval from the GA Department of Revenue before claiming the credit. Credit can be claimed 2 years after 2013, 2014, and 2015 respectively.

Award Amount: Credits are 35% of investment with an individual investor cap of \$50,000 per year. The aggregate annual cap is \$10 million.

Geographic Limitations: Statewide

Small Business Tax Relief

Description: Small business capital investments under \$410,000 can have \$102,000 of those expenses written-off. Investments greater than \$410,000 have the write-offs reduced dollar for dollar.

Website: www.georgia.org/competitive-advantages

Award Amount: Varies

Geographic Limitations: Statewide

Existing Industry Assistance

Invest Atlanta maintains contact with businesses, helping to resolve issues existing industries face.

Investment Tax Credit

Description: Existing manufacturing or telecommunications support facilities having operated for at least 3 years and making capital investments of \$50,000 are eligible. Taxpayers must choose between this or job tax credit. May be applied against 50% of state corporate income tax liability and carried forward 10 years.

Website: www.georgia.org/competitive-advantages/tax-credits

Award Amount: 1%-5% of direct new investment. (3%-8% for recycling, pollution control equipment and a new product conversion of defense manufacture plant).

Geographic Limitations: Statewide

Optional Investment Tax Credit

Description: Offered in lieu of the Investment Tax Credit. Minimum investment range \$5 - \$20 million. Taxpayer can use the tax credit up to the calculated amount for a given year. Can be claimed up to 10 years after property was first placed in service, providing it remains in service. Is a calculated risk since without large increases yearly, the tax credit could be small or even zero.

Website: www.georgia.org/competitive-advantages/tax-credits

Award Amount: 6%-10% of qualified capital investments.

Geographic Limitations: Statewide

Centers of Innovation

Description: Tech-oriented support within the areas of Aerospace, Agribusiness, Energy, Life Sciences, Logistics and Advanced Manufacturing with direct access to university and technical college applied research, commercialization resources, technology connections, matching grant funds, potential investor networks, and key government agencies.

Website: www.georgia.org/business-resources

Award Amount: Non-monetary

Geographic Limitations: Statewide

Georgia Film Tax Credit

Description: Across-the-board 20% flat tax credit on minimum qualified Georgia production investments of \$500,000. (Eligible productions: feature films, pilots, series, commercials, TV movies, music videos, and certain interactive projects including types of animation, special effects and video game development). A 10% uplift can be earned for imbedding animated GA logo on approved projects. The minimum threshold can be met with one or more projects aggregated. Tax credit can be applied toward GA income tax liability or withholdings. A one-time sale or transfer of the credit to one or more GA taxpayers is allowed.

Website: www.georgia.org/competitive-advantages/tax-credits

Award Amount: Across the board flat tax credit of 20%. Additional 10% uplift for imbedding animated Georgia logo on approved projects.

Geographic Limitations: Statewide

Corporate Tax Credits

Invest Atlanta works with local businesses to fully utilize available state corporate tax credits.

Job Tax Credit

Description: Companies and/or their headquarters engaged in strategic industries, including: manufacturing, warehousing and distribution, processing, telecommunications, broadcasting, tourism, and research and development may be eligible. Depending upon the community tier, 5-25 net new full time jobs would need to be created in the first year. Additional jobs created in years

2-5 may accrue additional credits.

Website: www.georgia.org/competitive-advantages/tax-credits

Award Amount: \$750-3,500 per job, per year, for 5 years (unless a new job creation threshold is reached).

Geographic Limitations: Statewide

Additional Information: Credits can be used against 50%-100% of tax liability depending upon the tier and can be carried forward for 10 years.

Quality Jobs Tax Credit

Descriptions: Creation of at least 50 jobs in a 12 month period by a company. New quality jobs created within seven years can qualify. Credits can be used to offset payroll withholdings once all other tax liability has been exhausted. Credits can be carried forward 10 years.

Website: www.georgia.org/competitive-advantages/tax-credits

Award Amount: \$2,500-\$5,000 per job, per year, up to 5 years.

Geographic Limitations: Statewide

Research and Development

Description: New and existing businesses performing qualified research and development in Georgia are eligible. The credit is applicable to 50% of the company's net tax liability after all other credits have been applied. Any excess can be applied to state payroll withholdings. Credits can be carried forward 10 years.

Website: www.georgia.org/competitive-advantages/tax-credits

Award Amount: 10% tax credit of increased research and development expenses subject to base amount calculation.

Geographic Limitations: Statewide

Additional Information: For new companies, the base amount is 30%. For existing companies it is 30% or the current year GA gross receipts x (the average of the ratios of qualified GA research expenses to GA gross receipts for the preceding 3 taxable years), whichever is less.

Mega Project Tax Credit

Descriptions: Companies that employ at least 1,800 net new employees and either invest at least \$450 million or have a minimum annual payroll of \$150 million are eligible.

Website: www.georgia.org/competitive-advantages/tax-credits

Award Amount: \$5,250 per job, per year, for five years.

Geographic Limitations: Statewide

Additional Information: The credit is applied to tax liability. Any excess can be applied to state payroll withholdings. Credits can be carried forward 10 years.

Child Care Tax Credits (Purchase or Build)

Descriptions: Employers who purchase or build qualified child care facilities are eligible. Credits are applied to GA state income taxes.

Award Amount: 100% of cost of construction (credited over 10 years).

Geographic Limitations: Statewide

Additional Information: Unused credits can be carried forward 3 years. Facility must be state licensed.

Child Care Tax Credits (Provide or Sponsor)

Description: Employers who provide or sponsor child care are eligible for additional credits. Direct costs of providing/ sponsoring services are credited at 75%. Credits are applied to 50% of GA state income taxes in a given year.

Award Amount: 75% of direct costs

Geographic Limitations: Statewide

Additional Information: Unused credits can be carried forward 5 years. Facility must be state licensed.

Work Opportunity Tax Credit Program (WOTC)

Description: Georgia Department of Labor coordinates the WOTC provided by the U.S. Congress to private-sector businesses for hiring individuals within 9 target groups. Credit is used to reduce federal income tax liabilities.

Website: www.georgia.org/competitive-advantages/tax-credits

Award Amount: \$1,200 - \$9,000 per qualified employee, depending upon group.

Geographic Limitations: Statewide

Additional Information: Employer must request and receive certification from Georgia Department of Labor that new hire is of a targeted group before claiming credit.

Port Tax Credit Bonus

Description: Available to taxpayers that increase imports or exports through a Georgia port by 10% over previous or base year. Base year port traffic must be at least 75 net tons, 5 containers, or 10 TEUs; if not, the previous amounts will be used as the base. Can be combined with JOB or investment tax credit programs. Credits can be used to offset up to 50% of income tax liability. Unused amounts can be carried forward 10 years, as long as previous requirements continue to be satisfied.

Website: www.georgia.org/competitive-advantages/tax-credits

Award Amount: JOB-\$1,250 per job created.

INVESTMENT - 5%-8% depending upon sector.

Geographic Limitations: Statewide

Tax Exemptions

Invest Atlanta strives to secure as many tax exemptions as possible for applicable companies

Sales and Use Tax Exemption

Description: Qualified purchases or leases are exempt from sales tax if purchased for use in manufacturing. Under certain conditions, primary material handling equipment (in warehouse and distribution centers), computer equipment and Class 100 (or less) clean room machinery, equipment and materials can also be exempted.

Website: www.georgia.org/competitive-advantages/tax-exemptions

Award Amount: Varies

Geographic Limitations: Statewide

Inventory Tax Exemption

Description: Business inventory is exempt from state property taxes.

Website: www.georgia.org/competitive-advantages/tax-exemptions

Award Amount: Varies

Geographic Limitations: Statewide

Foreign-Trade Zone (FTZ)

Description: Qualified companies are allowed to defer, decrease, or eliminate duties on materials imported from overseas used in products assembled within Georgia.

Award Amount: Varies

Geographic Limitations: Statewide

Website: www.georgiaftz.com

SECTION VI – CERTIFICATION AND FORMS

LIST OF PROPOSED SUBCONTRACTORS

PROVIDE THE FOLLOWING INFORMATION FOR EACH PROPOSED SUBCONTRACTOR

1. NAME: _____
ADDRESS: _____
TELEPHONE NUMBER: _____
SUBCONTRACT EFFORT: _____
AGE OF FIRM: _____ YEAR(S) _____ MONTH(S) DBE NON-DBE
ANNUAL GROSS RECEIPTS OF FIRM:
 \$0 - \$99,999 \$100,000 - \$499,999 \$500,000 - \$999,999 \$1,000,000 - \$4,999,999
 \$5,000,000 - \$9,999,999 \$10,000,000 - \$14,999,999 \$15,000,000 - 24,999,999

2. NAME: _____
ADDRESS: _____
TELEPHONE NUMBER: _____
SUBCONTRACT EFFORT: _____
AGE OF FIRM: _____ YEAR(S) _____ MONTH(S) DBE NON-DBE
ANNUAL GROSS RECEIPTS OF FIRM:
 \$0 - \$99,999 \$100,000 - \$499,999 \$500,000 - \$999,999 \$1,000,000 - \$4,999,999
 \$5,000,000 - \$9,999,999 \$10,000,000 - \$14,999,999 \$15,000,000 - 24,999,999

3. NAME: _____
ADDRESS: _____
TELEPHONE NUMBER: _____
SUBCONTRACT EFFORT: _____
AGE OF FIRM: _____ YEAR(S) _____ MONTH(S) DBE NON-DBE
ANNUAL GROSS RECEIPTS OF FIRM:
 \$0 - \$99,999 \$100,000 - \$499,999 \$500,000 - \$999,999 \$1,000,000 - \$4,999,999
 \$5,000,000 - \$9,999,999 \$10,000,000 - \$14,999,999 \$15,000,000 - 24,999,999

4. NAME: _____
ADDRESS: _____
TELEPHONE NUMBER: _____
SUBCONTRACT EFFORT: _____
AGE OF FIRM: _____ YEAR(S) _____ MONTH(S) DBE NON-DBE
ANNUAL GROSS RECEIPTS OF FIRM:
 \$0 - \$99,999 \$100,000 - \$499,999 \$500,000 - \$999,999 \$1,000,000 - \$4,999,999
 \$5,000,000 - \$9,999,999 \$10,000,000 - \$14,999,999 \$15,000,000 - 24,999,999

(Use Additional Sheet(s) as Required)

CERTIFICATION OF NO CONFLICT OF INTEREST

Except as may be identified and explained below, the undersigned hereby certifies that,

no member of the Board of Directors, officer, employee or former employee of the Metropolitan Atlanta Rapid Transit Authority, pursuant to the Authority's Code of Ethics.

AND

no elected, appointed, and employed official or employee of the State of Georgia and of a governing body, instrumentality, or political subdivision within the territory comprising the Counties of Fulton, DeKalb, Clayton, and Gwinnett,

AND

no relative of persons described above,

AND

no member of and delegate to the Congress of the United States

has an interest whatsoever (regardless of how indirect and how remote that interest may be) in Proponent's organization and in the proceeds of a Contract and agreement which might be made between Proponent and the Metropolitan Atlanta Rapid Transit Authority as a result of the Proposal accompanied by this certification; no person who is or who during the past twelve months has been a member of the Board of Directors, an officer, or an employee of the Metropolitan Atlanta Rapid Transit Authority is employed by or on behalf of the Proponent's organization.

The undersigned certifies that he/she is legally authorized by the Proponent to make the above representation, and that the representation is true to the best of his/her knowledge and belief and without deliberate omission of any inquiry which would to the best of his/her belief tend to change the above representation. The undersigned understands that any representation made knowing it to be false may disqualify the Proponent from being awarded the Contract and agreement and future work by the Authority.

NOTE: THIS CERTIFICATION MUST BE SIGNED AND SUBMITTED PRIOR TO AWARD.

Signature _____

Name _____ Title _____

Date of Signing _____ Tel. # (____) _____ Fax # (____) _____

Firm or Corporate Name _____

Address _____

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

PROPONENT'S QUALIFICATIONS AND BUSINESS REFERENCES

Name of Proponent _____

Principal Office _____
(Street Address or P.O. Box Number)

(State) (Zip Code)

() _____ () _____
(Telephone Number) (Fax Number)

Federal ID. Number: _____
(Social Security Number in case of an individual)

1. Are you registered to do business in Georgia? _____ Classification _____
2. Are you an individual _____, a partnership _____, a corporation _____, or a joint venture _____?
(Check as applicable)

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of ventures and, if any venturer is a corporation, partnership, or joint venture, list the same information for each such corporation, partnership, and joint venture.

3. How many years has your organization been in business under your present business name? ____yrs.
4. How many years of experience has your organization had in work similar to the work of this Contract?
 - (a) As a prime contractor? _____
 - (b) As a subcontractor? _____

5. List all the contracts which your organization has completed during the last 5 years, and which demonstrate qualifications to perform the work of this Contract. (For joint venture work shows the sponsoring individual or company.)

Year	Contract Price	Kind of Contract	Location of Work	Name and Address of Customer
------	----------------	------------------	------------------	------------------------------

6. Have you or your organization, or any officer or partner thereof, failed to complete a contract?

If so, give details _____

7. In what other lines of business are you financially interested? _____

8. Describe the composition of your company's labor force by job classification, including management:

9. Give information about the experience of the principal individuals of your present organization.

Individual's Name	Present Position or Office in your organization	Years of Similar Experience	Magnitude and Type of Work	In what Capacity
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

10. List similar contract work which you have currently underway, or for which you are committed:

Contract Price	Kind of Contract	Location of Work	Completion Date	Expected Completion	Name and address of Customer

11. References: List customers, including public bodies, for whom you have done work during past three (3) years:

Name	Address	Business

12. Reference is hereby made to the following financial institutions as to the financial responsibility of the Proponent:

Name of the Bank: _____

Street Address: _____

City and State: _____ Telephone: _____

Officer familiar with Proponent's Account: _____

Name of the Bank: _____

Street Address: _____

City and State: _____ Telephone: _____

Officer familiar with Proponent's Account: _____

Name of the Bank: _____

Street Address: _____

City and State: _____ Telephone: _____

Officer familiar with Proponent's Account: _____

13. Reference is hereby made to the following surety/insurance company or companies as to the financial responsibility and general reliability of the Proponent:

Name of Surety/Insurance Company: _____

Name of Local Agent (if different): _____

Local Street Address: _____

City and State: _____ Telephone: _____

Person familiar with Proponent's Account: _____

Name of Surety/Insurance Company: _____

Name of Local Agent (if different): _____

Local Street Address: _____

City and State: _____ Telephone: _____

Person familiar with Proponent's Account: _____

14. Financial information for last two (2) years:

Year ending _____	Year ending _____		
Total gross sales	\$ _____	\$ _____	
Net Profit (Loss)	\$ _____	\$ _____	
Current Assets	\$ _____	\$ _____	
Current Liabilities	\$ _____	\$ _____	

Audited financial statements available? Yes ___ No ___ Yes ___ No ___

15. Is any litigation pending against your organization? _____

If so, give details _____

The undersigned certifies that he is legally authorized by the Proponent to make the statements and representations contained in this Document, and represents and warrants that the foregoing information is true and accurate to the best of his knowledge, and intends that the Metropolitan Atlanta Rapid Transit Authority rely thereon in awarding the Contract.

PROPONENT'S NAME _____

DATE OF SIGNING _____

SIGNATURE _____

TITLE _____

SECTION VII – EEO/DBE REQUIREMENTS

**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
EQUAL EMPLOYMENT OPPORTUNITY
AND
DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
FOR
NEGOTIATED CONSTRUCTION CONTRACTS AND AGREEMENTS**

This document is issued pursuant to Title VII of the *Civil Rights Act* of 1964, *Executive Order* 11246, *Executive Order* 11625, 49 CFR Part and 26, and the MARTA Board Policies on equal employment opportunity (Exhibit A), and the utilization of disadvantaged business enterprises (Exhibit B). The Contractor is required to take certain actions designed to assure equitable participation of minority persons and women in its work force, as well as the maximization of opportunities for disadvantaged business enterprises.

Part I details the equal employment opportunity requirements; Part II outlines the disadvantaged business utilization requirements; and Part III requires the Contractor's employment data, details on disadvantaged business utilization, and certification.

PART I - EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A. Utilization Analysis

1. This submittal requirement is applicable to each entity, including each separate partnership, corporation, company, joint venture, or other entity, regardless of its level of participation, comprising the business organizations or entities submitting the bid(s). Each Contractor, desirous of doing business with the Authority, shall be required to submit a current affirmative action program if their workforce is 50 or more employees. The affirmative action program should include a utilization analysis by job category, an underutilization analysis, a program of goals and timetables to correct any such underutilization, and other data called for by the Authority's Office of Diversity and Equal Opportunity. A current Equal Employment Opportunity Policy statement is required if the Contractor's workforce is less than 50 employees.

B. Underutilization Analysis

1. "Underutilization" is defined as employing fewer minorities in a particular job category than would reasonably be expected between their availability in the general population, or fewer women in a particular job category than would reasonably be expected based on their availability in the labor market. In determining whether minorities or women are being underutilized in any job category, the Contractor will consider all of the following factors:
 - a. The minority population of the area encompassed by the MARTA system;
 - b. The size of the minority and female unemployment force in the labor area encompassed by the MARTA system;
 - c. The percentage of minority and female work forces as compared with the total work force in the labor area encompassed by the MARTA system;

- d. The general availability of minorities and women having requisite skills in the labor area encompassed by the MARTA system;
- e. The availability of minorities and women having requisite skills in an area from which the Contractor can reasonably recruit;
- f. The availability of promotable minority and female employees within the Contractor's organization;
- g. The anticipated expansion, contraction and turnover in the work force;
- h. The existence of training institutions capable of training minorities and women in the requisite skills; and
- i. The degree of training which the Contractor is reasonably able to undertake as a means of making all job classes available to minorities and women.

C. Goals and Timetables

1. In the event there is an underutilization of minority or female employees, the Contractor shall also be required to include in its affirmative action plan, a program, including goals and timetables, for correcting these deficiencies.
2. An effective affirmative action program shall contain, but not necessarily be limited to, the following elements: (a) development or reaffirmation of the Contractors' equal employment opportunity policy in all personnel actions; (b) formal internal and external dissemination of the Contractors' policy; (c) establishment of responsibilities for implementation of the Contractor's affirmative action program; (d) identification of underutilization by organizational units and job categories; (e) where underutilization occurs, development and execution of a program establishing corrective and affirmative goals and objectives by organizational units and job category, including timetables for completion; (f) design and implementation of internal audit and reporting systems to measure effectiveness of the total program; (g) internal active support of local and national community action programs. Support data for the above analysis and program shall be compiled and maintained as part of the affirmative action program. This data should include progression line charts, seniority rosters, applicant flow data, and applicant rejection ratios indicating minority and female status.
3. Goals shall be targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire affirmative action program work. The use of goals is not intended and should not be used to discriminate against any applicant or employee because of race, color, religion, sex or national origin.

D. Reports

1. All Contractors doing business with the Authority shall submit at least quarterly reports as may be requested by the Executive Director, Office of Diversity and Equal Opportunity or a designee. Such employment reports shall include such information as to the practices, policies, programs, and statistics of the Contractor, and shall be in such form, as the Authority may prescribe.

E. Subcontractors

1. Subcontractors are bound by the same requirements as Contractors, who shall be responsible for the compliance of their Lower tier contractors.

F. Responsibility for Implementation

1. Each Contractor shall designate, and notify the Authority of the person who will be responsible for implementing its equal opportunity policy and plan.

G. Compliance

1. The Contractor agrees to comply, and assures the compliance of each sub recipient, lessee, third party contractor, or other participants at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 49 U.S.C. § 2000e, and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Contractor also agrees to follow all applicable Federal EEO directives that may be issued.
2. Failure to comply with the Authority's Equal Employment Opportunity policy may constitute cause for cancellation or termination of the contract and may render a Contractor ineligible for future contracts with the Authority. Immediately upon finding that a Contractor is in noncompliance, the Authority shall issue a notice to the Contractor giving it thirty (30) days to show cause why the contract should not be terminated. If the Contractor fails to develop and implement an acceptable affirmative action program within thirty (30) days, the Authority shall issue a notice of proposed cancellation or termination of existing contracts and subcontracts and debarment from future contracts and subcontracts. The Contractor shall have ten (10) days to request a hearing. If a request has not been received in ten (10) days, the Contractor will be declared ineligible for future contracts and contracts will be terminated for default.
3. During the "show cause" period of thirty (30) days, every effort shall be made by the Authority through conciliation, mediation and persuasion to resolve the deficiencies that led to the determination of noncompliance.
4. Any prime Contractor or Subcontractor declared ineligible for further contracts or subcontracts may request reinstatement in a letter directed to the Authority. In connection with the reinstatement proceeding, the prime Contractor or Subcontractor shall be required to show that it has established and will carry out employment policies and practices in compliance with the Equal Employment Opportunity requirements.

H. Records

1. The Contractor and Subcontractor shall permit access to their books, records, and accounts by OFCCP, the Federal DOT, or the Federal Transit Administration and the Authority's Executive Director, Office of Diversity and Equal Opportunity or a designated representative for purpose of investigation to ascertain compliance with the foregoing requirements.

I. Federal Nondiscrimination Provisions Pursuant to 41 CFR Part 60-1.4(b)

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, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equitably during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, 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, religion, color, sex or national origin.
3. 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' representative 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.
4. 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.
5. 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.
6. 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 contracts in accordance with procedures authorized in *Executive Order* 11246 of September 24, 1965, and such 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.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (I.1) and the provisions of paragraphs (I.1) through (I.7), 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 Subcontractor 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.

J. Federal Nondiscrimination Provisions Pursuant to 49 CFR Part 21.

During the performance of the Contract, the Contractor agrees as follows:

1. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.
2. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, creed or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, creed or national origin.
4. The Contractor shall provide all information and reports required by the Regulations and directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.

6. The Contractor shall include the sentence immediately preceding paragraph (J.1) and the provisions of paragraph (J.1) through (J.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Authority or the Federal Transit Administration 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 Supplier as a result of such direction, the Contractor may request the Authority to enter into such litigation to protect the interests of the Authority, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PART II - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

A. Disadvantaged Business Enterprise (DBE) Participation Contract Specifications Pursuant to *Executive Order 11625*, 49 CFR Part and 26, and MARTA Policy.

1. It is the policy of the Federal Government and the Authority to ensure a "level playing field" and foster equal opportunity for small businesses pursuant to the Department of Transportation's 49 CFR Part 26. In this regard, the Contractor to whom any award of this solicitation is made shall take all necessary and reasonable steps in accordance with this solicitation to ensure that disadvantaged business enterprises have a "level playing field" and foster equal opportunity for small businesses. The contractor, sub recipient or subcontractor shall not discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of DOT-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 recipient deems appropriate. The Contractor shall use its best efforts to carry out the DBE policy consistent with efficient performance on the project.

2. Contractors are hereby informed that the Authority will consider the establishment of goals for the participation of disadvantaged business enterprises in all contracts it awards. Subsequently, any Subcontracts awarded by the Contractor successful in this solicitation to firms owned by disadvantaged persons, and to joint ventures of which such firms are a part, are essential to the achievement of the Authority's DBE goal. Therefore to be considered for award, Contractors must comply with the requirements of this Part II. By submitting his/her bid, each Contractor gives assurance that he/she will meet the Authority's percentage goal target set forth in Parts II.A.3 for participation by disadvantaged business enterprises in the performance of any contract resulting from this solicitation or, as an alternative, that he has made or will make good faith efforts toward meeting the DBE goals, and will demonstrate to the Authority's satisfaction that he/she has made such efforts. Contractors are encouraged to submit with their bids, on the form set in Part III.B, the names, respective scope of work, and the dollar values of each DBE Subcontractor that the Contractor proposes for participation in the contract. In any case, this information shall be submitted within such time as the Authority

requires. If the information so submitted indicates that the Authority's goals will not be met, the Contractor shall also submit **Exhibit G**, to show sufficient evidence to the Authority's satisfaction that the Contractor has in good faith made every reasonable effort, in the Authority's judgment, to meet such goals. Examples of efforts that may be appropriate are found in Part II.A.5. If any Contractor fails to submit, within the time stipulated or any extension the Authority may allow, the required information concerning DBE participation, or if, having failed to meet the Authority's goals or fails to demonstrate to the Authority's satisfaction his/her good faith efforts to do so, the Authority may, in its discretion, reject his/her contract.

3. Disadvantaged Business Enterprise (DBE) Goals.

The Authority has established an overall DBE goal of **20% of the total dollar value of the bid total, including amendments, modifications, options and change orders. Credit towards the DBE goal for a contract shall be limited to the participation of firms performing within the designated NAICS code(s) for which the firms have been certified as a DBE.

4. The Contractor must promptly notify MARTA's Office of Diversity and Equal Opportunity, whenever a DBE subcontractor, performing work related to this contract, is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MARTA's Executive Director of Diversity and Equal Opportunity.
5. Contractors are informed that price alone does not constitute an acceptable basis for rejecting DBE quotes unless the Contractor can demonstrate that no reasonable price can be obtained from a DBE. A Contractor's failure to meet the DBE goal or to show reasonable efforts to that end will, in the Authority's discretion, constitute sufficient grounds for rejecting his/her proposal. Such reasonable efforts may include, but are not limited to, some or all of the following:
 - a. Attendance at the pre-proposal conference if any;
 - b. Follow-up of initial solicitations of interest in a timely fashion by contacting DBEs to determine with certainty whether the DBEs are interested;
 - c. Efforts made to select portions of the work (including, where appropriate, breaking down contracts into economically feasible units) proposed to be performed by DBEs in order to increase the likelihood of achieving the DBE goals;
 - d. Efforts to negotiate with DBEs for specific subcontracts, including at a minimum:

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**** Minimum DBE Goal to be assigned to the entire project.**

- (i) The names, addresses, and telephone numbers of DBEs that were contacted;
 - (ii) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and
 - (iii) A detailed statement of the reasons why additional prospective agreements with DBEs, needed to meet the stated goals, were not reached;
- e. Advertisement in general circulation media, trade association publications and disadvantaged-focus media for a reasonable period before bids are due;
 - f. Notification, in writing, to a reasonable number of specific DBEs that their interests in specifically delineated contract work is solicited, in sufficient time to allow the DBEs to participate effectively;
 - g. Concerning each DBE the Contractor contacted but rejected as unqualified, the reasons for the Contractor's conclusion;
 - h. Efforts made to assist the DBEs contacted that needed assistance in obtaining bonding, lines of credit, or insurance required by the Contractor or the Authority;
 - i. Designation, in writing, of a liaison officer who administers the Contractor's disadvantaged business enterprise utilization program;
 - j. Expansion of search for DBEs to a wider geographic area than the area in which the Contractor generally seeks Subcontractors, if use of the customary solicitation area does not result in meeting the goals by the Contractor; and
 - k. Utilization of services of available disadvantaged community organizations; disadvantaged Contractors' groups; local, state, and federal minority business technical assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

5. **Disadvantaged Business Enterprise** means a small business concern owned and controlled by a socially and economically disadvantaged individual or individuals. For purposes of this definition:

- a. Small business size standards vary by type of industry. Contractors should refer to 13 CFR, Part 121, for current standards. Disadvantaged business enterprise firms will be considered ineligible and will be graduated from the disadvantaged enterprise program if their average annual gross receipts over the preceding three fiscal years exceed \$22,410,000.
- b. An individual is socially disadvantaged if (i) he or she is a citizen of the United States or a lawfully admitted permanent resident, and (ii) because of his or her race, color, national origin, gender, physical handicap or mental disability, long term residence in an environment isolated from the mainstream of American

society, or other similar cause beyond the individual's control, he or she has been negatively affected with respect to his or her entry into or advancement in the business world.

- c. A socially disadvantaged individual is economically disadvantaged if he or she and his or her business are in a more difficult economic situation than most businesses and owners that are not socially disadvantaged.
 - d. Any group or individual may, upon a proper showing, be found to be socially and economically disadvantaged. There is a presumption, which, however, may be rebutted by evidence of any appropriate kind, that members of the following groups are socially and economically disadvantaged; (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa; (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race; (iii) "Native Americans," which includes persons whose origins are American Indians, Eskimos, or Native Hawaiians; (iv) "Asian-Pacific Americans," which includes persons whose origin are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, or the Northern Marianas; (v) "Asian-Subcontinental Americans," which includes persons whose origins are from India, Pakistan, or Bangladesh; and (vi) "Women," regardless of race, ethnicity, or origin.
 - e. Owned and Controlled means a business (i) which is at least 51 per cent owned by one or more disadvantaged persons or women or, in the case of a publicly owned business, at least 51 per cent of the stock of which is owned by one or more disadvantaged persons or women, and (ii) whose management and daily business operations are controlled by one or more such individuals.
 - f. The definition of a disadvantaged business enterprise is in Part II.A.5 based upon DOT regulation 49 CFR Part and 26 as amended. The Contractor agrees to abide by this DOT regulation and any subsequent amendments thereto affecting the foregoing definition.
6. The Contractor may rely on written representation by Subcontractors regarding their status as disadvantaged business enterprises in lieu of an independent investigation, however:
- a. Prior to award of this contract, as requested by the Authority, Contractors shall cause disadvantaged business enterprises and joint ventures involving disadvantaged businesses to submit, through the Contractor, appropriate certification to the Authority as shown in the Disadvantaged Business Disclosure Requirements (Exhibits D and E). On the basis of these disclosures and any other relevant information, should the Authority determine any firm to not be a legitimate DBE, Contractors shall be permitted to substitute bona fide DBEs for the Authority's consideration.
 - b. After proposal deadline and during contract performance, Contractors are required to make every reasonable effort to replace a DBE Subcontractor that is unable to perform successfully, with another DBE. Prior to substituting a DBE which is not performing satisfactorily, the Contractor shall seek written approval from the Office of Diversity and Equal

Opportunity. The Authority's Office of Diversity and Equal Opportunity shall approve all prior substitutions, in writing, in order to ensure that the substitutions of firms are bona fide DBEs.

- c. In the event of the Contractor's non-compliance with the disadvantaged business requirements of the contract, the Authority shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - (i) Withholding of payments to the Contractor until the Contractor complies, and/or
 - (ii) Cancellation, termination or suspension of the contract, in whole or in part.
7. For the information of Contractors, Exhibit F outlines the Authority's rules, guidelines and criteria for (a) making determinations as to the legitimacy of DBEs (b) ensuring that contracts are awarded to Contractors that meet DBE goals, and (c) counting DBE participation toward DBE goals.
8. The Contractor shall cooperate with the Authority's Executive Director, Office of Diversity and Equal Opportunity or a designee in any reviews of the Contractor's procedures and practices with respect to disadvantaged business enterprises which the Executive Director, Office of Diversity and Equal Opportunity may from time to time conduct.

B. DBE Reporting and Recordkeeping Requirements.

1. The Contractor shall submit periodic reports (i.e. dependent upon the duration of the contract) of contracting with disadvantaged business enterprises in such form and manner and at such time as prescribed by the Authority (Exhibit C-1 is currently required to be submitted within 10 calendar days following the end of each calendar quarter) for contracts with 12 months duration. If the contract duration is for less than 12 months period, reports must be submitted within 10 calendar days following the end of each month. Any failure to submit this report within 10 days of the end of a month or quarter, as specified by MARTA, could potentially cause a delay in future progress payments.
3. The Contractor and Subcontractors shall permit access to their books, records, and accounts by the Federal DOT or the Federal Transit Administration and the Authority's Executive Director, Office of Diversity and Equal Opportunity, or a designated representative, for purpose of investigation to ascertain compliance with these specified requirements. Such records shall be maintained by the Contractor in a fashion, which is readily accessible to the Authority for a minimum of three years following completion of the contract.
4. To ensure that all obligations under any contract awarded as a result of this proposal solicitation are met, the Authority will conduct periodic reviews of the Contractor's DBE involvement efforts during contract performance. The Contractor shall bring to the attention of the Authority's Office of Diversity

and Equal Opportunity any situation in which regularly scheduled progress payments are not promptly made to DBE Subcontractors. Prompt payments to disadvantaged businesses are a requirement of 49 CFR Part 26 and are subject to interest charges, when not made within five (5) days of the Authority paying the Prime Contractor.

C. Miscellaneous Requirements.

1. There should be no restrictions through, for example, law provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevent the minority or women owners, without the cooperation or vote of any owner who is not a minority or woman, from making a business decision of the firm in accordance with 49 CFR 26.27(c).
2. The Contractor shall take affirmative steps in establishing local banking requirements for funds received from this project. Failure to investigate the opportunities to use banking institutions owned and controlled by minorities and women in good faith may cause a Contractor to be in non-compliance with 49 CFR 26.27. The Federal requirement states that deposits in banking institutions are not to be considered toward fulfillment of the DBE goals.
3. **Subcontractor Agreements.** After Contract Award, the Contractor will be required to submit copies of signed subcontract agreements with all subcontractors and sub recipients they will use to the Executive Director of Diversity and Equal Opportunity for review and approval. All subcontract agreements shall denote the Contract Assurance clause 49 CFR Part 26.13; the name of the person authorized to sign for the Subcontractor; the date on which the subcontract agreement was signed; the names of witnesses required; the Scope of Work and compensation for services rendered; and the beginning and ending date for the tasks assigned to the subcontractors. The Authority will not allow any subcontractor or sub recipient to perform any work under the Contract unless its subcontract agreement(s) has been received at least ten days prior to commencement of the subcontractor's and sub recipient's work. The subcontractor and sub recipient agreement shall contain language governing how the subcontractor will be paid that mirrors how MARTA will pay the prime in those instances where work is delayed because of terroristic, color coded alerts issued by Federal Homeland Security.
4. **Prompt Payment and Retention. Prompt Payment and Retention for Subcontractors.** It is the policy of the Authority that prompt payment is made to all subcontractors. **Each subcontract the prime contractor signs with a subcontractor must include the following assurance:** The Contractor is required to pay subcontractors for satisfactory performance of their contracts within 5 days after the Authority has paid the Contractor for such work. The Contractor will not be paid for work performed by a subcontractor until the prime ensures that the subcontractor is paid. The Contractor shall not require retainage of subcontractors that is greater than the retainage required of the Contractor by the Authority. In addition, the Contractor must return any retainage payments to those subcontractors within 14 days after the subcontractor's work related to this contract is satisfactorily completed; or any retainage payments after incremental acceptance of the subcontractor's work by MARTA and Contractor's receipt of the partial

retainage payment related to the subcontractor's work.

The Contractor's failure to pay subcontractors, as provided herein, shall be a material breach for which the Authority may cancel the Contract. In addition, 49 CFR 26.29 cites that all progress payments not promptly processed by the prime within specified time limits (i.e. 5 days from receipt of payment by MARTA) will bear interest of 1% per month on the unpaid balance. The Contractor shall not delay or postpone payment to a subcontractor without prior written approval from the Executive Director of Diversity and Equal Opportunity.

5. **Prompt Payment and Retention for Lower Tier Contractors.** It is the policy of the Authority that prompt payment is made to all lower tier contractors. **Each lower tier contract the subcontractor signs with a lower tier contractor must include the following assurance:** The Subcontractor is required to pay the lower tier contractors for satisfactory performance of their contracts within 5 days after the Prime has paid the Subcontractor for such work. The Contractor will not be paid for work performed by the lower tier contractor until the subcontractor ensures that the lower tier contractor is paid. The subcontractor shall not require retainage of the lower tier contractors that is greater than the retainage required of the Contractor by the Authority. In addition, the Contractor must return any retainage payments to the lower tier contractors within 14 days after the lower tier contractor's work related to this contract is satisfactorily completed; or any retainage payments after incremental acceptance of the lower tier contractor's work by the Prime and subcontractor's receipt of the partial retainage payment related to the lower tier contractor's work.

The subcontractor's failure to pay the lower tier contractor, as provided herein, shall be a material breach for which the Prime may cancel the Subcontract. In addition, 49 CFR 26.29 cites that all progress payments not promptly processed by the prime within specified time limits (i.e. 5 days from receipt of payment by MARTA) will bear interest of 1% per month on the unpaid balance. The Subcontractor shall not delay or postpone payment to the lower tier contractor without prior written approval from the Executive Director of Diversity and Equal Opportunity.

6. **Arbitration.** The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes. The Contractor must promptly notify The Authority when a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Executive Director of Diversity and Equal Opportunity.
7. Upon receipt of the Administrative Notice to Proceed and prior to Site Notice to Proceed, the contractor must submit a schedule of work indicating scope of work for each subcontractor and the time frame in which it is anticipated that this work will be performed.
8. The Contractor must provide MARTA's Office of Diversity and Equal Opportunity with the name and contact information for the EEO officer who will

be responsible for all matters pertaining to Affirmative Action and DBE participation for the duration of the contract. During the term of the contract, the contractor's EEO officer will be responsible for the completion and submission of all quarterly reports to MARTA's Office of Diversity and Equal Opportunity. In addition, the EEO officer will also be responsible for serving as the Contractor's liaison for all matters pertaining to DBE firms participating on the contract, including but not limited to, payment and performance issues, substitutions, etc.

9. **Contract Compliance.** The Contractor shall comply with all Davis Bacon, Affirmative Action, Americans with Disabilities Act (ADA), Equal Employment Opportunity (EEO), and Disadvantaged Business Enterprise (DBE) laws, Executive Orders, and regulations. The Office of Diversity and Equal Opportunity shall provide technical assistance to contractors on their compliance obligations; identify instances of non-compliance, and the implementation of timely and effective remedies to address non-compliance.
10. The contractor shall establish and maintain policies that provide opportunities for the full utilization and skill-improvement opportunities to assure the increased participation of minority groups and disadvantaged persons and women on their projects.
11. The contractor shall fully comply with Federal laws, directives, executive orders and implemented regulations for the duration of this contract. The Contractor shall display, on a bulletin board in the job site trailer in an accessible and visible location, posters that provide Federal information pertaining to safety (OSHA), wage and hour (Davis Bacon), Equal Employment Opportunity (EEO), and Americans with Disability Act (ADA).
12. The contractor shall provide the Office of Diversity and Equal Opportunity their full cooperation and support during the Equal Opportunity Compliance Reviews of their company.

D. Civil Rights Requirements

The Contractor agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

1. Nondiscrimination in Federal Transit Programs. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with the provisions of 49 USC § 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
2. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, and US DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of title VI of the Civil rights Act," 49 CFR Part 21, and any implementing requirements FTA may issue.

3. Equal Employment Opportunity. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 USC 42 U.S.C. § 2000e, and 49 USC 42 U.S.C. § 5332 and any implementing requirements FTA may issue. The contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. Affirmation action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. The Contractor also agrees to comply with any implementing requirements FTA may issue. Failure by the Contractor to carry out the terms of the EEO program will be treated as a violation of the Contract or Agreement.
4. Disadvantaged Business Enterprise. The Contractor agrees to comply with section 1101 (b) of TEA-21, 23 USC 42 USC § 101 note, and US DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 23. The Contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract supported with Federal assistance derived from the US DOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Contractor agrees to take all necessary and reasonable steps set forth in 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all subcontracts supported with Federal assistance derived from the USDOT. The Authority's DBE program, as required 49 CFR Part 26 and approved by the USDOT, is incorporated by reference and made part of the Contractual Agreement.
5. Discrimination on the Basis of Sex. The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC 42 USC §§ 1681 *et seq.*, with implementing USDOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or activities receiving Federal Financial Assistance," 49 CFR Part 25, and with any implementing directives that US DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.
6. Nondiscrimination on the Basis of Age. The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 USC §§ 6101 *et seq.*, and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.
7. Access Requirements for Persons with Disabilities. The Contractor agrees to comply with all applicable requirements of 49 CFR § 5301 (d), which states the Federal policy that elderly persons and person with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agree to comply with all applicable requirement of Section 504 of the Rehabilitation Act of 1973 as amended, 29 USC § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disability Act of 1990 (ADA), as amended, 42 USC §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to the Act, and with

the Architectural Barriers Act of 1968, as amended, 42 USC §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the Contractor agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- a. US DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37;
- b. US DOT regulations, "Nondiscrimination on the Basis of handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- c. Joint US Architectural and Transportation Barriers Compliance Board (US ATBCB)/US DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- d. US DOJ Regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- e. US DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in commercial Facilities," 28 CFR part 36;
- f. US General Services Administration (US GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- g. US Equal Employment Opportunity commission, "regulations to Implement the Equal Employment Provisions of the Americans with Disability Act," 29 CFR Part 1630;
- h. US Federal Communication Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and speech Disabled," 47 CFR Part 64;
- i. US ATBCB, "electronic and Information Technology Accessibility Standards," 36 CFR Part 1194;
- j. FTA regulations, "Transportation for Elderly and Handicapped persons," 49 CFR Part 609; and
- k. Any implementing requirements FTA may issue.

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 MARTA deems appropriate.

8. Access to Services for Persons with Limited English Proficiency. The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Person with Limited English Proficiency," 42 USC § 2000d-1 note, and US DOT Notice, "DOT Policy Guidance concerning

Recipients' Responsibilities to Limited English Proficiency (LEP), 70 *Federal Regulation* 74087, December 14, 2005.

9. Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 USC § 4321 note.
10. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 USC §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 USC §§ 201 *et seq.*, and any amendments to these laws.
11. Other Nondiscrimination Statutes. The Contractor agrees to comply with all applicable requirement of any other nondiscrimination statute(s) that may apply to this Contract
12. The contractor also agrees to include these 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.
13. Contract Assurance. (a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

(b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor 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 administration of DOT-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 recipient deems appropriate.

PART III – EEO STATISTICAL DATA FOR PRIME CONTRACTORS

A. Employment Data

The Bidder shall provide the following information pertaining to its workforce. If the Bidder has an Atlanta-area workforce, it should be shown; if the Contractor does not have an Atlanta-area workforce, total permanent workforce should be shown.

JOB CATEGORIES	ALL EMPLOYEES			TOTAL MINORITY EMPLOYEES								
	TOTAL MALES AND FEMALES	MALES	FEMALES	MALES				FEMALES				
				BLACK	ASIAN AMERICAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN AMERICAN	AMERICAN INDIAN	HISPANIC	
Officers												
Managers												
Supervisors												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craftsman (skilled)												
Operatives (semi-skilled)												
Laborers (unskilled)												
Service Workers												
Apprentices												
TOTALS												

The above reflects (check one): Atlanta-area workforce Total permanent workforce (outside Atlanta area)

* Bidders with 50 or more employees are required to submit a copy of their written Affirmative Action Plan

** Bidders with less than 50 employees are required to submit a copy of their Equal Opportunity Policy statement signed by an authorized company official.

B. SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

As specified in Part II of these EEO/DBE specifications, Contractors are to present the details of disadvantaged business participation below.

Name of Disadvantaged Business Enterprise	Address	Type of work and contract item or parts thereof to be performed	Projected commencement & completion date of work	* Agreed Upon Price w/ DBEs owned and controlled by minorities	* Agreed Upon Price w/ DBEs owned and controlled by women
*Dollar value of each DBE agreement should be listed in one, not both of the "Agreed Upon Price" column; totals of the columns are to at least equal the DBE goals.				Totals	

C. CERTIFICATION

The undersigned certifies that he/she has read, understands, and agrees to be bound by Parts I, II, and III of this section, including the accompanying Exhibits, regarding EEO and DBE, and the other terms and conditions of the Invitation for Bids. The undersigned further certifies that he/she is legally authorized by the Contractor to make the statements and representations in this Part III and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with Disadvantaged Business Enterprise(s) (which are otherwise deemed by the Authority to be technically responsible to perform the work) listed in Part III B for the work listed in Part III B at the price(s) set forth in Part III B conditioned upon execution of a contract with the Authority. The contractor must promptly notify The Authority when a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Executive Director of Diversity and Equal Opportunity. The undersigned understands and agrees that if any of the statements and representations are made by the Contractor knowing them to be false, or if there is a failure of the successful Contractor to implement any of the stated agreements, intentions, objectives, goals, commitments, and substitutions set forth herein without prior approval by the Executive Director, of Diversity and Equal Opportunity or a designee, then in any of such events the Contractor's act or failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such remedy as MARTA deems appropriate.

Print Name: _____ Signature: _____ Title: _____ Date of Signing: _____
 Title: _____ Firm or Corporate name: _____ Telephone: _____ Fax: _____
 Address: _____

**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
OFFICE OF DIVERSITY AND EQUAL OPPORTUNITY
EXHIBITS**

Title	Exhibit
Equal Employment Opportunities	A
Minority Business Enterprise	B
Disadvantaged Business Enterprise	B-1
Monthly Construction Workers Utilization Report	C *
Quarterly Report of Disadvantaged Business Enterprise	C-1
Exhibit D Intentionally Not Included	D
Joint Venture Disclosure	E
Disadvantaged Business Enterprise Goal Requirement	F
Good Faith Efforts	G **
Minority-Owned Banks	H
TVM Certification of Compliance	I ***

*Exhibit C (To be included in construction contracts only)

**Exhibit G (To be included only in contracts with DBE goals)

*** Exhibit I (To be included in TVM contracts only)

**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
RESOLUTION: EQUAL EMPLOYMENT OPPORTUNITIES
ADOPTED BY THE MARTA BOARD AUGUST 9, 1971**

The Metropolitan Atlanta Rapid Transit Authority (MARTA) desires to give all citizens equal opportunities in the building and operation of its transit system; and

Discrimination based on race, color, sex and religion or national origin is prohibited by Title VII of the Civil Rights Act of 1964 and Executive Order 11246 prohibits discrimination in federally funded and federally-assisted projects; and

MARTA has an obligation concerning its employment practices and the employment practices of its contractors and their subcontractors to take affirmative action to ensure that applicants and employees are not discriminated against based on race, color, religion, sex or national origin.

NOW, THEREFORE, BE IT RESOLVED, that MARTA shall recruit, screen, hire and promote its personnel and require all of its contractors and subcontractors to recruit, screen, hire and promote their personnel without regard to race, color, sex, religion and national origin; and

It shall be the policy of MARTA to achieve and maintain in all of its organizational units and to require all of its contractors and their subcontractors to achieve and maintain in all of their organizational units, levels of minority manpower utilization at least equal to the goals which MARTA shall establish for each segment of its activities after making appropriate factual determinations through its Department of Equal Opportunity and Compliance Review in accordance with the attached utilization plan, affirmative action plan and guidelines which are made a part of this Resolution by reference. The Department shall be established and it shall make factual findings and set goals as soon as practicable after favorable vote at the referenda and in any case before MARTA lets contracts for construction of its rapid transit system. The goals as they relate to those job categories which are enumerated in the Atlanta Plan of the Department of Labor shall in no case be less than the numbers specified in said Atlanta Plan. As to the other job categories, goals must be targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire program work effectively; and

In any situation of under-utilization of minority manpower, MARTA and its contractors and their subcontractors shall undertake affirmative action programs, within contemplation of Executive Order 11246, including the provision of training to minority workers, to achieve and maintain the objectives of this policy.

This policy statement shall be distributed, both internally and externally, and shall be made a part of all of the Authority's invitations to bid.

**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
RESOLUTION: ADOPTION OF REVISED MINORITY BUSINESS
ENTERPRISE
CONTRACTING GOALS ADOPTED BY THE MARTA BOARD
DECEMBER 22, 1980**

WHEREAS the Metropolitan Atlanta Rapid Transit Authority (MARTA) desires to afford all citizens equal opportunity to participate in the design, construction and operation of the transit system; and

WHEREAS discrimination based on race, color, sex, religion and national origin is prohibited by the Civil Rights Act of 1964 and Executive Order 11246, as amended; and

WHEREAS Executive Order 11625 of 1971 prescribes the development of a program to achieve full participation of minority businesses in the free enterprise system; and

WHEREAS Title VI of the Civil Rights Act requires that appropriate steps be taken to ensure access of all citizens to the services derived from federally assisted programs; and

WHEREAS the U.S. Department of Transportation Administration has promulgated regulation (49CFR 23) for implementation of programs by transit properties to ensure participation by businesses owned and controlled by minorities and women; and

WHEREAS MARTA recognizes its obligations concerning practices and the contracting practices of its contractors and subcontractors to take affirmative action to ensure that minority and women-owned businesses are given an equitable opportunity to share in contract opportunities.

NOW, THEREFORE, be it resolved, that MARTA shall continue to assure that minority business enterprises have the maximum practicable opportunity to participate in all MARTA contracting opportunities and to that end the MARTA Board of Directors hereby establishes overall contracting goals of 20 percent for the participation of firms owned and controlled by minorities and 5 percent for the participation of firms owned and controlled by women.

RESOLVED, FURTHER, that the General Manager, through the Office of Equal Employment Opportunity, is directed to administer the implementation of this Resolution in accordance with the Authority's Minority Business Enterprise Program and applicable federal guidelines which are made a part of this Resolution by reference.

**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
RESOLUTION: DISADVANTAGED BUSINESS ENTERPRISE**

WHEREAS, the Metropolitan Atlanta Rapid Transit Authority (MARTA) desires to afford all citizens equal opportunity to participate in the design, construction and operation of the transit system; and

WHEREAS, Executive Order 11625 of 1971 prescribe the development of a program to achieve full participation of disadvantaged businesses in the free enterprise system; and

WHEREAS, Title VI of the Civil Rights Act 8 requires that appropriate steps be taken to ensure access of all citizens to the services delivered from federally-assisted programs; and

WHEREAS, the U.S. Department of Transportation has promulgated regulations 49 CFR 23 for implementation of programs by transit properties to ensure participation by businesses owned and controlled by disadvantaged persons; and

WHEREAS, MARTA recognizes the obligation of its contractors and subcontractors to take affirmative action to ensure that disadvantaged businesses are given equitable opportunity to share in contract opportunities.

NOW, THEREFORE, be it resolved, that MARTA shall continue to assure that disadvantaged business enterprises have the maximum practicable opportunity to participate in all MARTA contracting opportunities and all contracts, whether funded with federal or local monies, shall be subject to MARTA's Disadvantaged Business Enterprise Program and shall have a 25% goal for the utilization of disadvantaged businesses.

RESOLVED, FURTHER, that the General Manager, through the office of Equal Opportunity is directed to administer the implementation of this Resolution in accordance with the Authority's Disadvantaged Business Enterprise Program and applicable federal guidelines which are made a part of this Resolution by reference.



JOINT VENTURE DISCLOSURE OF REQUIREMENTS

In order to evaluate the extent of the meaningful disadvantaged involvement being proposed by a Joint Venture proponent in satisfaction of its affirmative actions obligation, the Authority requires that certain relevant information be provided initially, prior to award, and be continually updated throughout contract performance. This information must be in the form of an affidavit and submitted through the prime contractor by the Joint Venture. The statements should clearly identify and explain the extent of the disadvantaged business participation in the joint venture including, but not limited to, the information on this form. All information must be furnished or properly addressed before the business entity can be evaluated and approved as an acceptable Joint Venture that meets DBE contract goal requirements.

Description	Joint Venture Firm #1	Joint Venture Firm #2
Official Name, Address and Telephone Number of Each Joint Venture Firm		
Nature of Business of Each Joint Venture Firm		
Number of Years Each Joint Venture Has Been in Business		
	Joint Venture Firm #1	Joint Venture Firm #2
Official Name, Address and Telephone Number of Each Joint Venture Firm		
Nature of Business of Each Joint Venture Firm		
Number of Years Each Joint Venture Has Been in Business		

2. Percent of disadvantaged ownership in joint venture in terms of profit and loss sharing: _____

3. Capital contributions by each joint venture and accounting therefore: _____

4. Financial controls of joint venture (e.g. will a separate cost center be established; who will be responsible for keeping the books, accounts payable, bank deposits; how will the expense therefore be reimbursed: _____

5. The authority that each joint venture partner has in relation to committing or obligating the other:

6. Describe in specific details the work to be performed on the contract by the disadvantaged business enterprise joint venture firm and the non-minority joint venture firm:

7. Identify and explain the terms of any ownership, options for ownership or loans between the joint ventures partner:

8. Specify the contract cash contributions that will be provided by each joint venture partner in support of the contract:

9. Denote all personnel, their crafts and positions that will be assigned by the disadvantage business enterprise and non-minority joint partner respectively:

10. How and by whom will the on-site work be supervised, carried out and satisfactorily completed. Please itemize and list the SOW requirements that will be respectively carried out by each joint venture partner:

11. How and by whom will the administrative office be supervised and administered:

12. Which joint venture partner will be responsible for material purchases including the estimated cost thereof, as well as, the financing of required purchases:

13. What equipment will each joint venture partner provide for support of the joint venture? Please itemize and list equipment provided by each joint venture partner:

14. The experience and business qualifications of each joint venture: enclosed not enclosed

15. Evidence of authority to do business in the State of Georgia, as well as locally, include all necessary business license: enclosed not enclosed

16. Provide a detailed and delineating copy of the joint venture agreement: enclosed not enclosed

17. Identification of control and participation in venture; list those individual who are responsible for day-to-day management and policy decision making including, but not limited to those with prime responsibility for:

Name	R a c e	S e x	Title	Original Organization Affiliation	*Financial Decisions	*Management Decisions	Supervision of Field Operations	@Human Resources

*(including, but not limited to, estimating, marketing and sale, hiring and firing of management personnel, and purchasing of major items or supplies.)

@obligation of Human Resources needed to successfully complete this contract.

Brief Summary of information listed above:

Name	Qualifications	Responsibilities	Years of Experience	Person's Experience

I HEREBY DECLARE AND AFFIRM that I am the _____
(title)

duly authorized representative of (the Joint Venture of) _____ .I
(name of venture)

hereby declare and affirm that I am a disadvantaged business enterprise (DBE) as defined by
MARTA in the specification for _____
(contract number and name)

The undersigned does hereby swear that the foregoing statements are true and correct and include all materials and information necessary to identify and explain the operations of our joint venture and the intended participation by each joint venture in the undertaking. Further, the undersigned does covenant and agree to provide to MARTA current, complete, and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any of the arrangements hereinabove stated and to permit the audit and examination of the books, records and files to the joint venture, or those of each joint venture, authorized representatives of the Authority or Federal Government. It is recognized and acknowledged that the statements herein are being given under oath and any material misrepresentation will be grounds for terminating any contract which may be awarded in reliance hereon and for initiating action under federal and state laws concerning false statements.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT AND THAT I AM AUTHORIZED ON BEHALF OF THE ABOVE FIRM TO MAKE THIS AFFIDAVIT.

Signature of Joint Venture's Authorized Representative(s)

Signature of Joint Venture's Authorized Representative(s)

STATE OF _____

COUNTY (CITY) OF _____

On this ____ day of _____, 20____, before me _____

personally appeared _____,
know to me to be the person described in the foregoing Affidavit and acknowledge that he/she executed the same in the capacity therein stated and for the purpose therein contained.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public)

My Commission Expires _____

(Seal)

DETERMINATIONS REGARDING DISADVANTAGED BUSINESS ENTERPRISE GOALS

It is the policy of the Authority and the Federal Government to ensure that DBEs have a full opportunity for meaningful participation in work performed under Authority contracts. The Authority views meaningful disadvantaged business enterprise participation as being something more than mere tokenism or feigned DBE involvement and looks to the substance of proposed commitments in terms of the legitimacy of the disadvantaged business enterprise and its actual involvement in performance of the contract work. Thus, meaningful disadvantaged business enterprise participation needs to be defined, understood, and evaluated to determine if the proposed disadvantaged business enterprise involvement will provide opportunities to increase the experience and expertise of the DBE as well as to enhance its potential to achieve economic viability.

Determination of DBE Status

To ensure that the Authority's DBE Program benefits only DBEs which are owned and controlled in both form and substance by one or more disadvantaged persons or women, the Authority requires that each business including the DBE partner in a joint venture, wishing to participate as a joint venture DBE complete and submit Disadvantaged Business Enterprise Business Disclosure Requirements (Exhibit D). Additionally each entity wishing to participate as a joint venture DBE must complete and submit Joint Venture Disclosure Requirements (Exhibit E). The Disclosure Requirements are to be signed and notarized by the authorized representatives of the business entity and are to be submitted through the Bidder to the Authority prior to contract award. Under the following circumstances, a business seeking to participate as a DBE need not to submit Exhibits D and E.

1. If the potential DBE contractor states in writing that it has submitted the same information to or has been certified by the Authority, any U.S. Department of Transportation element, or another Federal Agency that uses essentially the same disadvantaged business enterprise definition and ownership and control criteria as U.S. D.O.T. The potential DBE contractor is to obtain the information and certification (if any) from the other agency and submit to the Authority or cause the other agency to submit it. The Authority may rely upon such a certification, but the authority reserves the right to require that additional information be submitted and to make an independent determination. Where another agency has collected information but not made a determination concerning eligibility, the Authority will make its own determination based on the information it has obtained from the other agency.

(d) A UCP is not required to process an application for certification from a firm having its principal place of business outside the state if the firm is not certified by the UCP in the state in which it maintains its principal place of business. The "home state" UCP shall share its information and documents concerning the firm with other UCPs that are considering the firm's application.

2. If the potential DBE contractor has been determined by the Small Business Administration to be owned and controlled by socially and economically disadvantaged individuals under Section 8 (a) of the Small Business Act, as amended. In this circumstance, the potential DBE contractor is to furnish conclusive evidence of the SBA determination to the Authority.

The Authority reserves the right to request and review additional relevant information pertaining to the legitimacy of any purported DBE.

DBE Eligibility Standards

In general, to be eligible for the DBE program, persons must own 51% or more of a "small business," establish that they are disadvantaged within the meaning of DOT regulations, and prove they control their business. The following general guidelines, taken in part from the applicable regulation (49 CFR Part 26), will help business owners determine whether they are eligible for the DBE program:

Eligibility Guidelines (in general):

1. **Ownership** - Your business must be 51% owned by a socially and economically *disadvantaged* individual(s).
2. **"Disadvantaged"** - You may be eligible if you are a member of a group of persons the Department considers as disadvantaged. The Department presumes certain groups are disadvantaged, including women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian-Pacific Americans, or other minorities found to be disadvantaged by the U.S. Small Business Administration (SBA). Persons who are not members of one of the above groups and own and control their business may also be eligible if they establish their "social" and "economic" disadvantage. The Department notes, for example, that people with disabilities have disproportionately low incomes and high rates of unemployment, and that many may be socially and economically disadvantaged. A determination of whether an individual with a disability meets DBE eligibility criteria is made on a case-by-case basis. More information on how social and economic disadvantage is determined can be found in [Appendix E to 49 CFR Part 26](#).

3. **Business Size Determination** - A firm (including its affiliates) must be a small business as defined by SBA standards. It must not have annual gross receipts over \$22,410,000 in the previous three fiscal years (\$52,470,000 for airport concessionaires in general with some exceptions). Under SAFETEA-LU, this threshold will be adjusted annually for inflation by the Secretary.
4. **Personal Net Worth** - Only disadvantaged persons having a personal net worth (PNW) of less than \$1,320,000 can be considered as a potential qualified DBE. Items excluded from a person's net worth calculation include an individual's ownership interest in the applicant firm, and his or her equity in their primary residence. Additional exclusions are available for owners of airport concessionaires (See 49 CFR Part 23).
5. **Independence** - The business must not be tied to another firm in such a way as to compromise its independence and control.
6. **Control** - A disadvantaged owner seeking certification must possess the power to direct or cause the direction of the management and policies of the firm. The owner must also have an overall understanding of, and managerial and technical competence and experience directly related to, the type of business in which the firm is engaged.
7. **Burden of Proof Allocation** - Applicants carry the initial burden of proof regarding their eligibility and must demonstrate that they meet all requirements concerning group membership or individual disadvantage, business size, ownership, and control.

Additional program requirements and certification procedures are found in the Department's regulations 49 CFR Parts 23 and 26. Specific information can also be found within the Department of Transportation's Office of Small and Disadvantaged Business Utilization. In addition to the foregoing standards, the Authority gives special consideration to the following circumstances in determining DBE eligibility.

1. Newly formed firms and firms whose ownership and/or control have changed since the date of the advertisement of the contract are closely scrutinized to determine the reasons for the timing of the formation of or change in the firm.
2. A previous and/or continuing employer-employee relationship between or among present owners are carefully reviewed to ensure that the employee-owner has management responsibilities and capabilities discussed herein.
3. Any relationship between a DBE and a business which is not a DBE which has an interest in the DBE is carefully reviewed to determine if the interest of the non-DBE conflicts with the ownership and control requirements of the DBE definition and guidelines.

Once approved by the Georgia Uniform Certification Program (GUCP) as a DBE, each DBE is expected to update its submission annually by submitting, Exhibit D and/or E, as appropriate, certifying that Exhibit D and/or E on file is still accurate. At any time there is a change in ownership or control of the firm, the DBE is to submit a new Exhibit D and/or E, at the time of such occurrences.

The denial of DBE status to an entity by the U.S. D.O.T. or the GUCP is to be considered final, for the contract and other contracts being led by the Authority at the time of denial of DBE certification, except that any firm which believes that it has been wrongly denied certification as a DBE may file an appeal with the U.S. Department of Transportation pursuant to 49 CFR 26.89. DBEs and joint ventures denied certification may correct deficiencies in their ownership and control and apply for DBE status one year from the date of denial.

Counting DBE Participation Toward DBE Goals

DBE participation is counted toward meeting DBE goals as follows:

1. Once a firm is determined to be an eligible DBE, the total dollar value of the contract awarded to the DBE is counted toward the applicable DBE goal. If a DBE is found to be ineligible after contract award, the prime contractor is not relieved of the DBE requirement. When a prime contractor has made a commitment to using the ineligible firm, or you have made a commitment to using a DBE prime contractor, but a subcontract or contract has not been executed before you issue the decertification notice provided for in paragraph (g) of this section, the ineligible firm does not count toward the contract goal or overall goal. You must direct the prime contractor to meet the contract goal with an eligible DBE firm or demonstrate to you that it has made a good faith effort to do so. The contractor may substitute or provide good faith efforts as stated in 49 CFR Part 26.87 i (1).
2. The total dollar value of a contract to a DBE owned and controlled by both disadvantaged males and non-minority females is counted toward the goals for disadvantaged and women, respectively, in proportion to the percentage of ownership and control of each group in the business. The total dollar value of a contract with a DBE owned and controlled by disadvantaged women is counted toward either the disadvantaged goal or the goal for women, but not for both. The contractor employing the firm may chose the goal to which the contract value is applied.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. A contractor may count toward the DBE goals a portion of the total dollar value of contract with a joint venture equal to the percentage of the ownership and control of the DBE partner in the joint venture.
5. A contractor may count toward the DBE goals only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Authority will evaluate the amount of work subcontracted, industry practices and other relevant factors.
6. Consistent with normal industry practices a DBE may enter in subcontracts. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Authority. The Authority's decision on the rebuttal of this presumption is subject to review by the U.S. Department of Transportation.
7. A DBE trucking company is performing a commercially useful function: The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
8. A contractor may count toward its DBE goal expenditures for materials and supplies obtain from DBE suppliers and manufactures, provided that the DBEs assume the actual contractual responsibility for the provision of the materials and supplies. The contractor may count its entire expenditure to a DBE manufacture (i.e., a supplier that produces goods from raw materials or substantially alters them before resale). The contractor may count 60 percent of its expenditures to DBE suppliers that are not manufactures, provided that the DBE supplier performs a commercially useful function in the supply process. No percentage amount will be authorized by the Authority to be counted if DBE suppliers do not perform a commercially useful function and are a totally passive conduit.

Examples of DBE Participation

The degree of DBE goal attainment through utilization of DBEs and disadvantaged-majority joint ventures will be calculated as in the following examples.

A joint venture consisting of a disadvantaged business and a majority business, functioning as a prime contractor, will be credited with disadvantaged participation on the basis of percentage of profit to accrue to the DBE. For example, if a joint venture composed of a disadvantaged business and a majority business proposes to perform 50 percent of a project quoted at \$500,000 and 50 percent of the profits are to accrue to disadvantaged partner in the joint venture, disadvantaged participation will be credited as 25 percent of the work, or 125,000.

A DBE distributor or supplier, which performs a commercially useful function, will be credited with 60 percent of the total dollar value of an order toward the DBE goal. For example, A DBE supplier which plays a substantial role in the delivery arrangements and which actually possesses risk of liability for defective products or late delivery may credit \$ 300,000 or 60 percent of a total supply order of \$500,000.

No meaningful DBE goal is achievable unless great care is taken to ensure that contracts let pursuant to the goal requirements are let only to bona fide DBEs. MARTA bidders and contractors are expected to exercise the greatest possible care that disadvantaged firms with whom joint ventures are formed and subcontracts are let and bona fide.

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY GOOD FAITH EFFORTS

In order to evaluate the extent of the meaningful Good Faith Efforts being submitted by a bidder/proposer in satisfaction of the contract requirements, the Authority requires that certain relevant information be provided prior to contract award. This information must be in the form of an affidavit and submitted by the prime contractor. A bidder/proponent must show reasonable good faith efforts to obtain DBE participation. MARTA treats bidder's/proponent's compliance with good faith efforts requirements as a matter of responsiveness. Such reasonable efforts may include, but are not limited to, some or all of the following:

- Utilization of the Georgia Unified Certification Program DBE Directory to identify currently certified DBEs:
www.dot.ga.gov/doingbusiness/dbepprograms
- Attendance at pre-bid/pre-proposal meetings, advertising and/or written notices;
- Follow-up of initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's are interested;
- Efforts to provide DBE's with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation;
- Efforts made to select portions of the work (including, where appropriate, breaking down the contract into economically feasible units) proposed to be performed by DBE's in order to increase the likelihood of achieving the DBE goal;
- Efforts to negotiate with DBE's for specific sub-bids, including at a minimum;
- The names, addresses, and telephone numbers of DBE's that were contacted;
- A description of the information provided to DBE's regarding the plans and specifications for portions of the work to be performed and;
- A detailed statement of the reasons why additional prospective agreements with DBE's needed to meet the stated goals, were not reached.

Administrative Reconsideration

The bidder/proponent must make a written request for administrative reconsideration five (5) days prior to the award of the contract for lack of good faith efforts. That notice may be faxed to:

Elizabeth O'Neil
Chief, Litigation Section
Legal Services Department
2424 Piedmont Road, NE
Atlanta, GA 30324
Fax: (404) 848-4302

I HEREBY DECLARE AND AFFIRM that I am the _____
(title)

duly authorized representative of _____
(name of firm)

The undersigned does hereby swear that the foregoing statements are true and correct and include all materials and information necessary to identify and explain the efforts put forth to meet the DBE goal requirements of this contract. Further, the undersigned does covenant and agree to provide to MARTA current, complete, and accurate information regarding good faith efforts. It is recognized and acknowledged that the statements herein are being given under oath and any material misrepresentation will be grounds for terminating any contract which may be awarded in reliance hereon and for initiating action under federal and state laws concerning false statements.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT AND THAT I AM AUTHORIZED ON BEHALF OF THE ABOVE FIRM TO MAKE THIS AFFIDAVIT.

Signature of Authorized Representative(s)

STATE OF _____

COUNTY (CITY) OF _____

On this ____ day of _____, 20____, before me personally appeared

_____,
know to me to be the person described in the foregoing Affidavit and acknowledge that he/she executed the same in the capacity therein stated and for the purpose therein contained.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public)

My Commission Expires _____

(Seal)

MARTA

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

GOOD FAITH EFFORTS

DBE Firms Contacted Name, Address and Telephone Number	Scope of Work	DBE Certified		Date Solicitation Sent to DBE	Solicitation Sent Via:			Will DBE Bid on Project?		Bid Amount \$	Comments
		Yes	No		Fax	Email	U S Mail	Yes	No		

**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
OFFICE OF DIVERSITY AND EQUAL OPPORTUNITY
MINORITY- OWNED BANKS RECOMMENDED
FOR CONSIDERATION**

MINORITY-OWNED BANKS STATE OF GEORGIA

Bank Name	Address	Telephone/Fax	Contact/Title
Capitol City Bank and Trust Company	562 Lee Street S.W. Atlanta, GA 30310	T: (404) 752-6067 F: (404) 752-5862	Mr. George Andrews President & CEO
Carver State Bank	701 MLK Jr., Blvd, Savannah, GA 31402	T: (912) 233-9971 F: (912) 232-8666	Mr. Robert E. James President
Citizens Trust Bank	756 Piedmont Ave., Ste. 1200, Atlanta, GA 30303	T: (404) 575-8306 F: (404) 575-8311	Ms. Cynthia Day Senior EVP & COO
Global Commerce Bank	5150 Buford Hwy., Ste., B130, Doraville, GA 30340	T: (770) 457-5858 F: (770) 457-1410	Ms. Silvia E. Belen CFO & SVP
Metro City Bank	5441 Buford Hwy, Ste. 109, Doraville, GA 30340	T: (770) 455-4989 F: (770) 945-4988	Mr. Farid Tan President & CEO
Quantum National Bank	505 Peachtree Industrial Blvd, Suwanee, GA 30024	T: (770) 845-8300 F: (770) 945-4888	Mr. Bradley D. Bishoff SVP & CFO
State Bank of Georgia	131 Gingercake Road, Fayetteville, GA 30214	T: (770) 719-1200 F: (770) 716-0024	Mr. Kevin M. Sharpe SVE & CFO

UTILIZATION OF MINORITY-OWNED BANKS DISCLAIMER

MARTA encourages all of its contactors and their subcontractors, suppliers and vendors to consider utilizing the services of Minority-owned Banks for funds received from Authority projects. Failure to investigate the opportunities to use banking institutions owned and controlled by minorities and women in good faith may cause a contractor to be in non-compliance with 49 CFR 26.27. The Federal requirement states that deposits in banking institutions are not to be considered toward the fulfillment of DBE goals.