



Request for Proposals

**For the Purchase and Redevelopment of
1050 Murphy Ave, S.W., Atlanta, GA 30310**

PROPOSAL DUE DATE:

TUESDAY AUGUST 3, 2021 at 3:00pm (EST)

PRE-PROPOSAL MEETING TUESDAY MAY 4, 2021 10:00A.M.

See page 2 for Zoom details

SITE VISIT – RESERVATION REQUIRED

See Appendix A.7, page 50 for details

Electronic Proposals must be labeled:

Purchase and Redevelopment of 1050 Murphy Ave, SW

Please click the link below to submit a proposal through
Vendor Registry (VR):

[View RFP and Submit Proposal Here in Vendor Registry](#)

**Submit all questions no later than
TUESDAY MAY 18, 2021 and TUESDAY JUNE 22, 2021
by 3:00 p.m. (EST):**

[Submit Questions Here in Vendor Registry](#)

**Late proposals will not be accepted
Proposals are only accepted through Vendor Registry**

Register to Join Zoom Meeting via Web or Phone

https://us02web.zoom.us/meeting/register/tZwvd-qoqzoiHt2bdvOUjX3OTD0Kt_rZ5HeX

After registering, you will receive a confirmation email with a link to join the meeting at 10:00 a. m., Tuesday May 4, 2021.

Or Join via Phone

Dial number closest to your current location, for higher quality:

- +1 646 558 8656 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)
- +1 669 900 9128 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)

Meeting ID: 882 0305 1849

SITE VISIT:

Appendix 7, page 50, Construction Site Visit Waiver, Release, and Indemnity form is a **REQUIRED FORM IN ORDER TO ATTEND THE SITE VISIT.**

General Instructions:

- One person per Construction Site Waiver Release and Indemnity form.
- Two invitees per firm/team maximum
- One site visit per firm/team
- Email the completed form to knicholson@atlbelpline.org no later than April 30, 2021, 3:00 p.m.

Masks are required and are to be worn appropriately at all times upon entry to the property until exiting the property.

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SECTION 1: INTRODUCTION

Section 1.1: Overall Vision

Atlanta BeltLine, Inc. (“ABI”) is seeking a developer (or developer team) with an innovative mixed-use redevelopment plan for the Murphy Crossing site that creates a maximum number of sustainable living-wage jobs that are accessible to the neighborhood residents, provides economic opportunities for the surrounding community, affordable housing, green space, innovative site design, and other program elements (described below) in a manner that enhances the site and the surrounding neighborhoods.

Section 1.2: Purpose of Solicitation

ABI is seeking statements of qualifications and technical proposals for the redevelopment of property located in Land Lot 14-106 in the Oakland City neighborhood, 1050 Murphy Avenue, SW, Atlanta, GA 30310, and the adjacent parcels, commonly known as Murphy Crossing and described in this RFP as the "Property". The proposed redevelopment on the Property shall focus primarily on job creation, economic development, workforce residential component (with more than 20% of residential units designated as “affordable workforce housing” as hereinafter defined), green space, innovative site design and other redevelopment goals outlined in Section 3 of this RFP (the “Redevelopment”).

The redevelopment must be consistent with the City of Atlanta’s BeltLine Overlay District Regulations, appropriate zoning regulations and other applicable ordinances/regulations. The Property is in the Atlanta BeltLine corridor, and described more particularly in Section 2, *Property Description*.

ABI reserves the right to award the right to purchase/lease and redevelop/develop all or a portion of the Property to one Offeror, or to the extent practicable, to award the right to purchase/lease and redevelop/develop distinct portions of the Property to separate and multiple Offerors.

Individual firms and teams responding to this RFP shall:

- demonstrate the ability to drive catalytic development that supports long term area economic growth in collaboration with public sector partners and communities,
- demonstrate the capability and resources to consummate an innovative mixed-income site design,
- have a proven track record of commercial and mixed-use development,
- execute or attract partners to assist in the execution of affordable workforce housing development and other specialized redevelopment components,
- demonstrate the ability to execute a financial closing within approximately twelve months of execution of a contract or development agreement with ABI, and
- redevelop/develop the Property in a timely manner (or portions thereof), as awarded.

ABI places strong emphasis on proposals that include wealth building components and support for neighborhood-based minority entrepreneurs and businesses as well as the preservation of commercial affordability for qualifying area businesses.

Section 1.3: Overview of the Atlanta BeltLine Organizational Structure

ABI is issuing this RFP as the Implementation Agent for the Atlanta BeltLine Redevelopment Plan, as briefly summarized herein. The Atlanta BeltLine project is a complex, public infrastructure-driven project, undertaken with the participation of several key partners and stakeholders from community, governmental and private sectors. ABI was formed by The Atlanta Development Authority d/b/a Invest Atlanta (“IA”) to lead the implementation of the Atlanta BeltLine. IA is comprised of several entities, including the Urban Residential Finance Authority, Downtown Development Authority, and the Atlanta Economic Renaissance Corporation. Invest Atlanta is the official economic development authority for the City of Atlanta (“the City”). Its purpose is to strengthen Atlanta’s economy and global competitiveness and to create increased opportunity and prosperity for the people of Atlanta. Any necessary coordination with Invest Atlanta shall be conducted through ABI.

Additional partners/stakeholders include the City of Atlanta, Atlanta BeltLine Partnership, Inc., PATH Foundation, Inc., Trees Atlanta, Inc., MARTA, neighborhood associations, NPIUs and residents impacted by and adjacent to the Property, all of whom play a key role in the Atlanta BeltLine implementation.

Section 1.4: Atlanta BeltLine Overview

The Atlanta BeltLine is the most comprehensive transportation and economic development effort ever undertaken in the City of Atlanta and among the largest, most wide-ranging urban redevelopment programs currently underway in the United States. The Atlanta BeltLine is a sustainable redevelopment project that will connect 45 neighborhoods and provide a network of public parks, multi-use trails, transit economic development, housing, and other key components along an historic 22-mile railroad corridor circling downtown Atlanta. ABI is the entity tasked with planning and executing the implementation of the Atlanta BeltLine in partnership with other public (including City of Atlanta departments), community, educational, philanthropic, and private organizations.

SECTION 2: PROPERTY DESCRIPTION

The Property, located at 1050 Murphy Avenue, SW, Atlanta, GA 30310, is approximately 20 acres with frontage located along the Atlanta BeltLine Westside Trail, Murphy Avenue, Sylvan Road, Warner Street and Allene Avenue. (Please see Exhibit “A” for surveys and other information related to the Property).

The Property is currently zoned I-1-C (industrial) and is in the Atlanta BeltLine Tax Allocation District (“TAD”), within the BeltLine Overlay District. As a result, the proposed project design and development are subject to the BeltLine Overlay District Guidelines, site specific zoning approvals and will also be subject to various other ordinances, covenants, conditions, restrictions, requirements and/or public policy objectives designed to assist the City and ABI in implementing the Atlanta BeltLine and achieving their related vision for projects developed along the Atlanta BeltLine corridor. Please click on the link for a bird’s eye view of the property:

[Aerial view of Murphy Crossing - YouTube](#)

SECTION 3: SCOPE (PROJECT REQUIREMENTS AND PREFERENCES)

Section 3.1: Equitable Implementation

In 2009, the ABI Board of Directors adopted its Equitable Development Plan and in 2019 declared its vision for equity and inclusion whereby all legacy residents, new residents, and business owners — regardless of age, gender, gender identity or expression, sexual orientation, race and ethnicity, ability, income, or political ideology — benefit and prosper from the economic growth and activity associated with the Atlanta BeltLine. Key areas of implementation include:

- Developing and planning core BeltLine amenities in a way that creates a more livable and geographically balanced Atlanta,
- Recruiting economic development in a way that creates business and permanent job opportunities with a living wage, prioritizing legacy residents and those who are unemployed and/or under-employed as well as existing small business retention,
- Minimizing displacement of legacy residents through the preservation and creation of affordable housing and permanent job opportunities and leveraging economic opportunity in a way that stabilizes and sustains neighborhoods,
- Incorporating and encouraging community voice and input through authentic and robust community engagement and partnerships in project design and implementation.
- Preserving and enhancing the historic and cultural character and identity of neighborhoods, and
- Leveraging and building upon existing neighborhood assets (economic, social, and environmental) in ways that encourage community connectivity, competitiveness, and sustainability.

ABI is seeking innovative approaches to development without displacement; displacement of existing legacy residents (both homeowners and renters) and small business owners is a key concern. ABI is seeking proposals that adopt an equitable development approach and successfully creates a vibrant sense of place that positively benefits the people living there, including both existing and new residents of all incomes and backgrounds.

To foster this equitable development vision, the Developer shall:

- A. Develop a comprehensive equitable development approach and practices rooted in the values of equity and diversity, driven by an understanding of the possible inequitable impacts of revitalization, redlining, etc. to foster holistic and inclusive strategy and design informed by a racial equity lens, metrics/criteria for evaluation, and enacted through strong community partnerships.
- B. Design the project in a way that is sensitive to the character of adjacent and established single family neighborhoods and plans for interim uses and creative placemaking that are beneficial to the community and generate momentum for the project including considerations for public art and cultural initiatives that allows for unique neighborhood/community-based expression of history, identity, and place.
- C. Acknowledge the economic, environmental, and social challenges facing the local community,

including access to affordable housing and equitable economic development, and include strategies to ensure that existing legacy residents, local employees and small businesses can participate in and benefit from the proposed development.

- D. Commit to learning, listening, and paying disciplined attention to race and ethnicity while analyzing problems, looking for solutions, and defining successes.
- E. Implement economic inclusion (i.e., provide access and opportunities to under-resourced economic, social and racial groups) to support construction and permanent jobs, and workforce development, as well as working closely with community, charitable, institutional and government partners to help nurture and cultivate Minority Business Enterprises (“MBE”)/Women Business Enterprises (“WBE”) and local business participation, ensuring required outreach and recruitment occurs, maintaining needed partnerships long-term, and ensuring regular reporting and communications on contracting and hiring goals. Developer will screen and approve the designated staff person assigned to guide and manage the project's economic inclusion goals.
- F. Submit a plan for engagement of MBEs, WBEs and Local Business Enterprises (“LBEs”), as well as a description of the developer’s experience and success with such engagement. The selected developer must also plan to create and submit a detailed work plan outlining strategies, partners, tasks, and process metrics to achieve MBE, WBE and LBE targets. This plan will be frequently updated, and revisions will be included in monthly reporting.
- G. Create a sequenced work plan to identify possible businesses with community engagement and input, design a means for providing technical assistance and access to public-private capital, and report on the local jobs that the businesses will create.
- H. Establish and implement a plan to conduct aggressive outreach and recruitment of MBEs, WBEs and LBEs (i.e., contractors, subcontractors, tenants, vendors, suppliers, maintenance, etc.). The plan must include processes to connect with resource providers able to support, assist and encourage these businesses. The plan must also consider how to assist small businesses with bonding challenges. ABI will provide a list of business development organizations that provide valuable information or referrals. (See Exhibit “B”).
- I. Provide monthly and verifiable reporting on equity metrics and indicators as will be negotiated and specified in the Memorandum of Agreement between the selected developer and ABI, which will include, but not be limited to, those equity metrics and indicators currently (or as may be amended from time to time) on ABI's website at <https://beltline.org/the-project/project-goals/equity-and-inclusion/#measuring-our-progress>.

Section 3.2: Site Development Requirements/Preferences for the Property

ABI contemplates that the Murphy Crossing redevelopment will be a valuable asset to the community and a transformative redevelopment effort. To ensure the comprehensive community focus of the process, the selected redevelopment plan must advance several important goals through the redevelopment, activation and use of the Property. While these goals are generally described in Section 3.1 above, and in Section 3.2, below, ABI reserves the right to incorporate additional goals, program components and/or preferences in the development of the site by amending this RFP. The required elements for proposals generally fall within the following categories:

A. Employment/Jobs.

Based upon ABI's clearly defined vision for the Murphy Crossing site, which includes the creation of a new job center for southwest Atlanta. ABI seeks a developer that is committed to catalyzing a substantial quantity of new living-wage and career-track employment opportunities for local residents at all stages of the development process. The ideal proposal will consider job opportunities at pre-development, construction, build-out (including ongoing permanent jobs created by tenants of the site), and completion (including ongoing permanent jobs to support the management or other activities at of the site). The developer must outline a strategic workforce development plan that includes local training partners and a strategy for engaging local subcontractors (see Exhibit "B"). Preference will be given to: (a) a development team with a strong track record of utilizing a local workforce as part of their previous projects, and (b) a proposal that provides a workforce partnership plan that accommodates skills training and certification opportunities, while providing creative solutions and wrap-around services through the partnerships to ensure that jobs are accessible to as many people from the *local* community as possible.

Minimum Requirements.

- A-1. Job creation with a focus on sustainable *living-wage* and *career-track* job opportunities at all stages of the development process that are accessible to *local residents*.
- A-2. The job-creating component must be the primary land use and must embrace job-creating components. Secondary uses should include supportive workforce housing (see Exhibit "C") and meaningful greenspace.
- A-3. Strong focus on job-creating uses in office and small-scale light manufacturing (or other *light industrial* uses including maker, artists, and innovative spaces, etc.), local business spaces of all types and sizes, neighborhood commercial, including retail and restaurant space in a manner that supports that surrounding area. Refer to Exhibit "A" with attached feasibility document and community surveys for information and guidance.
- A-4. Any contractor hired by the Offeror shall be required to comply with the City of Atlanta's First Source Job Policy and ABI's Community Benefits Policy including deliberate attempts at hiring individuals from the surrounding neighborhoods during the development process (Exhibit "D").
- A-5. Jobs must include living-wage jobs that allow a percentage of residents in the neighborhood to obtain the entry level and jobs that lead to a career track or long-term skill enhancement.
- A-6. Types of living-wage jobs may include, but not be limited to office, small-scale light manufacturing, maker or innovative spaces, retail, and restaurant.
- A-7. The preliminary workforce development plan must include a significant workforce development training component that trains and exposes recipients to potential living wage jobs.
- A-8. A preliminary *workforce development plan* defining how local subcontractors will be engaged and how the developer plans to work with local training partners to ensure project's job-creation goals. The plan must include, but not be limited to, a set-aside percentage goal of job opportunities targeting *local residents* without a bachelor's or associate degree or who have other barriers to entry for their employment (e.g., criminal records, breaks in job history, etc.).

- A-9. A proven track record either by the developer, a member of the development team (e.g., general contractor, etc.), and/or local training provider of workforce development training outcomes as identified in the workforce development plan.

Strong Preferences.

- A-10. A workforce development training component that supports local and community-based skill building, entrepreneurship, and innovation.
- A-11. A plan that promotes and helps facilitate local hiring among new tenants and/or residents and that supports ongoing Property management and maintenance.
- A-12. Workforce development plan partnerships that will be brought to provide career pathway opportunities for living-wage jobs and wrap-around services.
- A-13. A focus on new job attraction rather than relocated jobs.
- A-14. An aggressive outreach plan to engage local residents and Form 1099 workers for job opportunities.
- A-15. A comprehensive plan to connect with local and minority subcontractors as part of the site development and construction process.
- A-16. A commitment to reporting and sharing data about workforce development efforts throughout the entire redevelopment effort.

B. Economic Development.

ABI has defined in the vision for the site its desire to create a catalytic redevelopment project that provides increased job and commercial density to support future economic growth for the area. Increased commercial and residential density at the site will play a crucial role in helping to sustain affordability and support the development of future transit in the area. Considering the size of the development site, ABI is seeking proposals that include varied commercial types including commercial office and *light industrial* space to support living-wage jobs, neighborhood commercial space to serve *local residents*, *local business*, and entrepreneurial space of a variety of sizes to meet their respective needs. A comprehensive plan for business recruitment to attract living wage jobs or preliminary information about potential job-creating end users should be provided. Preference will be given to proposals that demonstrate a clear understanding of the local community's business culture and seek to attract local and minority-owned businesses. Proposals should consider creative models that encourage partnerships, affordable business spaces, including space for legacy/local business owners.

Minimum Requirements.

- B-1. Comprehensive plan must stimulate future economic growth, catalyze node redevelopment, and facilitate neighborhood prosperity by creating new jobs, commercial, and residential density to support the development's success.
- B-2. Comprehensive plan reflects the community vision for neighborhood amenities including necessities, restaurants, and retail with a focus on including local businesses. Strong consideration should be given to business types that address gaps in need for essential goods and services for the local community.
- B-3. An aggressive business recruitment strategy for securing tenants that will provide living-wage jobs.
- B-4. A component that supports neighborhood commercial affordability (including below market commercial rents) for some period and a mix of lease opportunities and sizes.

- B-5. An aggressive recruitment strategy for connecting with local and minority small business pipelines and entrepreneurs.
- B-6. Demonstrate a clear understanding about the local community's business and neighborhood history and culture.
- B-7. Partnerships with other public and private organizations, educational institutions and non-profit entities that improve overall programmatic objectives including, but not limited to, jobs, economic development, art, housing, greenspace, or other key components outlined in this RFP.
- B-8. The proposed redevelopment project should leverage partnerships with other organizations that improves overall economic development, art, housing, greenspace, or other key components outlined in this RFP.

Strong Preferences.

- B-9. A comprehensive plan that includes support for local community-based skill building, entrepreneurship and/or innovation for local businesses and entrepreneurs with a local partner.
- B-10. Shared uses such as maker space, art studios, food production facility or kitchen, cold storage space, and other creative ideas to stimulate and support local entrepreneurs and small businesses.
- B-11. Flexible or temporary business space for pop-ups to support local entrepreneurs, start-ups, and small businesses.
- B-12. A plan to promote and help facilitate local hiring among tenants.
- B-13. A plan for including ABI in the future site branding and marketing of the site.
- B-14. Confidential and timely disclosure of new tenants being considered for the development for the purpose of providing economic development location support and demonstrating the viability of the proposed plan.
- B-15. A plan to provide equity to local businesses through a creative ownership model strategy at the site and additional creative leasing strategies that promote the inclusion of local businesses.
- B-16. Economic related collaborations including support via public resources, incentives, and other supports where appropriate.

C. Land Use and Site Plan.

The City of Atlanta has adopted a Redevelopment Plan for the Atlanta BeltLine, which has been supplemented with ten Subarea Master Plans that were created through a robust community engagement public process in order to help shape the community and BeltLine Vision in a more refined geographic context. The purpose of the Master Plan is to serve as a policy tool to help guide future growth for vibrant, livable mixed-use/mixed-income communities by applying recommendations for best management practices for transit-oriented development, affordable housing, mobility, green space, historic preservation (when feasible and appropriate) and alternative modes of transportation. The intent of this RFP is to realize the master plan goals and guiding principles of the existing and draft plan within the site development. The Atlanta BeltLine has been identified as a growth corridor for the City of Atlanta, in the City's Design Vision, and each developer should innovatively propose: transit oriented housing and commercial density that supports the Property, while complementing the historical context of adjacent single-family

communities; provide a mix of land uses that support both daily goods/services needs including possible grocery/restaurant/retail amenities; improves connectivity; considers its proximity to MARTA heavy rail and future BeltLine transit. Development plans with a unique overall development concept and innovative design that achieves the mission of this RFP are strongly encouraged.

Minimum Requirements.

- C-1. Demonstrate a strong understanding of how to implement the goals and guiding principles of the existing and revised draft Subarea 2 Master Plan and supporting plan/data including, but not limited to, the District 12 Blueprint Plan, the Murphy Crossing Community Initiated Survey, Economic Feasibility Study, etc.
- C-2. ABI places a heavy emphasis on the quality and innovation demonstrated in site design concepts and layout. Developers must demonstrate experience in creating a development vision concept that is unique, sustainable, innovative, incorporates density and pays appropriate tribute to the community culture and site history. The land use and site plan must:
 - a. Provide design narrative [no more than five (5) pages] explaining the proposed design aesthetic, community and cultural inclusion, sustainability features and innovative concepts. Interactive components may also be included.
 - b. Provide an innovative project design concept and site plan with buildings that interface with and activate the Atlanta BeltLine Westside Trail, Murphy Avenue, Allene Avenue, Biglin Street, and Sylvan Road street frontages and promote social interaction and walkability.
 - c. Provide a quality design and architecture with durable materials in a variety of complementary and compatible styles.
 - d. Craft a design vision that accommodates multiple modes of transportation.
- C-3. Maximize internal and external connectivity for all transportation modes and promote the use of the site by pedestrians and cyclists. The connectivity must:
 - a. Provide internal streets to prioritize pedestrians and cyclists and slow vehicular traffic.
 - b. Provide a street connection from Biglin Street through the site to Murphy Avenue.
 - c. Provide an interconnected street network that aligns with existing adjacent streets where possible to provide neighborhood connectivity.
 - d. Provide walkability for all newly formed internal street blocks.
 - e. Provide direct access to the Westside Trail in accordance with ABI access requirements and the BeltLine Overlay District.
 - f. Maximize bike and pedestrian connectivity to surrounding neighborhoods and adjacent Atlanta developments, including consideration for routes to Fort McPherson (1788 Hardee Avenue, SW), Lee + White (1020 White Street, SW), Annie E. Casey Foundation site(352 University Ave., SW) and the Metropolitan Arts Complex (675 Metropolitan Parkway, SW).
 - g. Due to safety and aesthetic concerns, the proposal shall limit access to the Atlanta BeltLine corridor to a maximum of two to three connection points, which shall be subject to approval by ABI.
- C-4. Document a strategy for attracting targeted populations for interaction with the site, including local neighborhoods as well as destination activity users. The strategy should

refer to the Murphy Crossing Community Initiated Survey, the Economic Feasibility Study, and the ABI 2020 Supplemental Survey to get input on the types of desired goods/services and restaurant/retail amenities.

- C-5. A higher density design that takes into consideration the site's proximity to the West End MARTA Station, the Westside Trail and plans for future BeltLine transit (including a possible future transit hub) while simultaneously identifying creative urban design site layout solutions to complement and address its adjacency to surrounding uses (e.g., single family residential use, tiered buildings, taper down height, or increased setbacks. etc.)
- C-6. Provide parking consistent with the density of the proposed development.
 - a. Below-grade or otherwise hidden structured parking on the site to accommodate the parking needs of the development.
 - b. Surface parking lots should be designed for possible adaptive reuse in the future.
- C-7. Pedestrian-friendly site-interior trail infrastructure with connections to the Atlanta BeltLine Westside Trail, while keeping the BeltLine Overlay District Ordinance in mind.
- C-8. A site plan that clearly articulates a strategy for attracting targeted populations for interaction with the site, including local neighborhoods as well as destination activity and cross generational attractions/greenspaces within the development.
- C-9. A higher density design that is consistent with planned trail and transit routes adjacent to the property, with sensitivity to surrounding uses and setbacks which increase as building height increases.
- C-10. Green Infrastructure that meets or exceeds the City's requirements. Offerors shall consider shared storm-water management solutions for adjacent developments and public Right of Way (ROWs), (e.g., Biglin Street), including but not limited to, the proposed development to the adjoining lot owned by Trees Atlanta.
- C-11. A greenspace design component that is appropriate, innovative, and consistent with ABI park design recommendations and with the expressed input of the surrounding neighborhoods.
- C-12. The greenspace component must be a complementary addition to the Atlanta BeltLine Westside Trail, and include access to the Westside Trail in accordance with ABI's standard access agreement.
- C-13. Consideration for interior site pedestrian walkability in site layout and design.
- C-14. Development plans must qualify and register for one of the following third-party green building certifications, as proposed by the Developer:
 - EarthCraft (minimum of "Certified")
 - GreenGlobes (minimum rating of two globes)
 - LEED (minimum rating of "Certified")
 - Other third-party certification and minimum rating as approved by ABI.
- C-15. Compliance with design recommendations made by the Atlanta BeltLine Design Review Committee, including recommendations related to the use of quality materials in construction and how the project will interface with the Atlanta BeltLine corridor and other site improvements.
- C-16. Overall design must satisfy general requirements of the BeltLine Overlay District Ordinance and design standards:
- C-17. https://library.municode.com/ga/atlanta/codes/code_of_ordinances?searchRequest=%7B%22searchText%22:%22BeltLine%20Overlay%20District%22,%22pageNum%22

[2:1,%22resultsPerPage%22:25,%22booleanSearch%22:false,%22stemming%22:true,%22fuzzy%22:false,%22synonym%22:false,%22contentType%22:%5B%22COD ES%22%5D,%22productIds%22:%5B%5D%7D&nodeId=PTIICOORANDECO_PT16ZO_CH36BEOVDIRE](#) and all applicable building and zoning requirements.

- C-18. A project design and use of the site that activates the area through interaction with the Atlanta BeltLine, Murphy Ave., Allene Ave., Biglin St. and Sylvan Rd. frontages.
- C-19. Overall site layout and innovative design concepts via renderings, virtual reality demonstrations, etc. are required.

Strong Preferences.

- C-20. A trail facing retail and/or restaurant component.
- C-21. Consider adaptively reusing materials or elements from buildings that are demolished on the site and incorporate them into new buildings to preserve a sense of history.
- C-22. A pedestrian-friendly urban design that incorporates exceptional design, exceeding the requirements outlined in Site Development Requirements C-2, C-3 and C-4. Exceptional design considers activation and interaction of the streets, the Atlanta BeltLine corridor, existing and planned transit, adjacent developments, planned right-of-way improvements in and around the Property, and other public improvements.
- C-23. Designated space(s) for pop-ups for retail (i.e., farmers markets and gathering spaces) that may include small amphitheater/exhibition-like spaces.
- C-24. Consider applicable Internet of Things (IoT) and Smart Cities technology integration.

D. Greenspace.

In addition to living-wage job creation and mixed-income housing that includes affordable workforce units (see Section E, below), ABI has identified greenspace as the third core element that development proposals must aim to deliver at the Murphy Crossing site. Greenspace polled strongly on both the 2020 Murphy Crossing Community Initiated Survey and ABI questionnaire among residents of the eight impacted neighborhoods. Given the urban infill nature of the site and the overarching need to achieve transit- and retail-supportive density, Developers are encouraged to develop creative proposals for dynamic and space-efficient greenspace concepts. Such greenspace should interface cohesively with the site's urban fabric, promote connectivity within and across the site, and provide for a mix of activities that are inclusive of local residents, neighbors, and visitors across a diverse range of ages and ability levels. Beyond these recreational, aesthetic, and mobility-related functions, greenspace should be designed to also deliver additional benefits including building energy efficiency, stormwater management (i.e., water quantity and quality), urban heat mitigation, and other ecosystem services such as pollinator habitat and native species biodiversity. As such, greenspace should prioritize the provision of multi-purpose "green infrastructure" that mimics the function of natural systems. Site plans are encouraged to incorporate small-scale interventions, such as green roofs and stormwater pocket parks. Except in limited instances (e.g., residential rooftop amenities), greenspace should be defensible and publicly accessible to both on-site residents and the broader public.

Minimum Requirements.

- D-1. A greenspace design component that is appropriate, innovative, and consistent with ABI

park design recommendations and input from the community surveys.

- D-2. The greenspace component must be a complementary addition to the Atlanta BeltLine Westside Trail, and include access to the Westside Trail in accordance with ABI's standard access agreement.
- D-3. Publicly accessible greenspace should be creatively distributed throughout the site to provide for active uses and congregating spaces, in a manner that accommodates a wide range of age groups and ability levels. Such greenspace may include small pocket parks and green roofs, provided such spaces are accessible to the general public.
- D-4. Best Management Practices ("BMPs") for stormwater that meet or exceed the requirements of the City's Post-Development Stormwater Management Ordinance (e.g., first inch of runoff captured and treated on site using green infrastructure).
- D-5. In addition to serving ornamental purposes, new tree canopy and vegetation must be planned in a manner that deliberately mitigates against urban heat and stormwater runoff. Give special attention to incorporating trees and green infrastructure into any surface parking on site.

Strong Preferences.

- D-6. Green infrastructure practices should be incorporated into the streetscapes within the site, where appropriate, in applications such as stormwater planters, landscaped bulb-outs, and permeable pavers. Structural practices that also provide additional benefits for traffic calming and road safety are particularly desired.
- D-7. Use of native tree and plant species in new greenspace, streetscapes, and other planted areas, selected in accordance with species recommendations provided by Atlanta BeltLine, Inc.
- D-8. The stormwater component of the Project may utilize two lots located at 1043 and 1055 Allene Avenue, SW, Atlanta, GA 30310 for on-site detention, bioretention, or infiltration.

E. Housing.

The Atlanta BeltLine's goals for mixed-income housing call for a proactive and strategic array of housing options, especially for legacy and economically vulnerable families. The creation of affordable workforce housing on or near key job nodes supports the vitality of communities by providing a diversity of housing options to existing and new residents and allows those residents the opportunity to enjoy the employment, recreation, transit, health, social and mobility aspects of the public's investment in vibrant, mixed-income communities along the corridor and particularly on this Property. Developers are encouraged to showcase these principles in the design of the property to seamlessly include mixed income housing that has a significant workforce housing component accessible to a broad range of families of varying incomes.

Minimum Requirements.

- E-1. Excellent mixed income housing seamlessly integrated into the overall design of the development.
- E-2. Innovative mixed-use housing concepts are welcomed and must include a minimum of twenty percent (20%) and up to a maximum of forty percent (40%) of the units meeting the workforce affordability requirements as described in Exhibit "C" attached hereto, and incorporated by reference herein.

- E-3. An excellent housing design that features attractive housing units well placed on the site.
- E-4. An affordable workforce housing component into the overall redevelopment of this site or to procure it separately for execution on a designated portion of the site acreage.
- E-5. As specified in Exhibit "C", rental affordability levels cannot exceed 80% AMI and family can pay no more than 30% of income for rent.
- E-6. Housing may contain a mix of rental and for-sale housing.

Strong Preferences.

- E-7. A project that exceeds the workforce housing affordability guidelines and term requirements outlined in Exhibit "C".
- E-8. A project that carefully considers and maximizes currently available non-TAD affordable workforce housing incentives.
- E-9. A project that contains some lower levels of affordability (e.g., 30% AMI – 60% AMI).
- E-10. ABI plans to advance several important goals through the development or redevelopment and use of the Property. ABI reserves the right to incorporate additional affordable workforce housing components into the overall redevelopment of this site or to procure it separately for execution on a designated portion of the site acreage.

F. Arts and Culture.

The Atlanta BeltLine Arts and Culture program goals are borne out of the desire to support strong, livable communities with increased creative recognition and activity. This emphasis invites people to gather, enriches the cultural lives of residents and honors the myriad of cultural, artistic, and creative practices and endeavors that promotes the everyday culture, local heritage, and artistic practices of the neighborhood while also offering opportunities for the display of community-enriching art. Arts and culture support social and physical connectivity, power economic prosperity, support community preservation and regeneration, celebrate and nurture bold ideas and community-driven art and creativity, and celebrate traditions, heritage and identity. The development plan submitted by the Offeror should recognize and support these key goals and include arts and culture as an integral part of the overall design and activation of the Property.

Minimum Requirements.

- F-1. Consider several ways to integrate art and culture reflective of the community into the site layout and activation strategy.
- F-2. Develop a wayfinding program that highlights community spaces, provides interpretive information, and points the way to community businesses.
- F-3. Encourage the use of "Gateways" - art that visibly highlights the character and history of neighborhoods, and invites exploration.
- F-4. Provide opportunities for public art installations on site to be curated in partnership with ABI's Arts and Culture program, inclusive of the Art on the Atlanta BeltLine season exhibit.
- F-5. Specify a financial amount or strategy that the selected developer will deploy or devote to support an ongoing, permanent art program.

Strong Preferences.

- F-6. Coordinate art and culture offerings with other stakeholders in the area, arts/makerspaces organizations, government, and non-profit entities to encourage a non-duplicative diversity of art and culture offerings on the site.
- F-7. Programming that recognizes and supports the goals and components of ABI's *Arts & Culture Strategic Implementation Plan* ("ACSIP"). (See <http://beltlineorgart-wpengine.netdna-ssl.com/files/2018/06/BeltLine-ACSIP-FINAL-for-ABI.pdf>).

G. Community Engagement.

Born from the community, championed by the community, the Atlanta BeltLine is a grassroots endeavor, and it could not be what it is today without significant community engagement. The Atlanta City Council recognized the importance of public participation when creating ABI. The Council legislatively mandated a "[Framework for Citizen Participation](#)" (Ordinance 06-R-1576). Now known as the Community Engagement Framework: <https://beltline.org/resources/community-engagement-framework>, it forms the foundation of all community interaction taking place to implement the project. Recognizing these priorities and using the lens of equity and inclusion, ABI works hard to provide communities and stakeholders with timely opportunities where citizens can offer input, express concerns, and ask questions about the numerous projects that affect their neighborhoods. This emphasis was the impetus behind the innovative Murphy Crossing pre-RFP engagement strategy, which helped shape the scope of this RFP. Developers of the Property must embrace this important component and maintain robust and innovative community engagement throughout the activation, development, and implementation of the redevelopment plan for the Property.

Minimum Requirements.

- G-1. Ongoing commitment to timely, inclusive, and accessible community outreach and engagement is required and must be demonstrated in the proposal, both for digitally and non-digitally connected communities.
- G-2. Proposal shall acknowledge the Murphy Crossing Community Survey and give appropriate consideration for some of the key community desires, considerations, and insights. (see Exhibit "A").
- G-3. Acknowledgement of and adherence to ABI's Community Benefit Principles (see Exhibit "E").
- G-4. Detailed description of Offeror's community engagement strategy and timeline.
- G-5. Identify developer personnel dedicated to building and advancing the developer's robust community engagement strategy throughout planning and build out.

Strong Preferences.

- G-6. Local community engagement staff or sub-contractors with direct experience working in the impacted communities; and/or possessing applicable DBE/MBE/WBE/SBE certification; and/or who reside in the impacted communities. Note: ABI reserves the right to outline and propose additional methods/approaches as to how the selected developer will engage the community once selected.

H. Financial Feasibility and Development Timeline.

The development plan submitted for the Property must be innovative, inclusive of the minimal requirements highlighted in this Section 3, but importantly, must be financially feasible. ABI wishes to redevelop the Property as expeditiously as possible and as such, the selected development plan must demonstrate a realistic and achievable financial plan and structure that will support the timely redevelopment of the Property. In addition, the development plan must offer a realistic timeline for completion of the various components of the redevelopment plan. It is only through the *actual implementation* of the development plan that the community and families will benefit

Minimum Requirements.

- H-1. Demonstration of financial feasibility through a clear description of sources and uses (including capital stack), specific partners, subsidies anticipated, phasing, and estimated closing timelines, etc.
- H-2. Proposals must include an actionable timeline for activation and redevelopment of the site. The timeline must begin at the execution of the purchase and sale agreement and delineate any phasing.
- H-3. ABI and IA may require the formation of a Property Owners and Tenants Association (“POTA”) or other vehicle to ensure that all access roads, common areas and publicly owned elements (i.e., streets, parklands, buildings, etc.) are maintained to the highest standards, ordinances, and Atlanta BeltLine Overlay District requirements. The POTA shall include ABI and Invest Atlanta as permanent members.
- H-4. Demonstration of successful execution or progress on previous projects of the size, scope, and nature of the Murphy Crossing redevelopment.

Strong Preferences.

- H-5. A project that is creative in leveraging partnerships with other organizations in a manner that improves the overall quality of the development, including jobs, economic development, art, housing, and greenspace.
- H-6. A phased approach to the overall development of the Property will be considered.

Section 3.3: Development Team

The development team must demonstrate that it has the technical capacity and commitment to implement the development plan in a timely and efficient manner.

Minimum Requirements.

- 1. Demonstrate successful experience in development and completing projects similar in nature and scope of the proposed project.
- 2. Submit resumes of firm(s) and proposed executive and assigned professional/key personnel of the development team including summaries of relevant experience. Resumes and summaries shall not count toward the overall page requirements of the proposal submission.
- 3. Identification of a minimum of three projects similar to the scope of the redevelopment project proposed including the name, address, telephone number, email, point of contact, and description of the work performed for each such reference.

4. Describe prior positive, neutral and/or negative experience(s) with development, Developer has had with ABI, City of Atlanta, Invest Atlanta and/or other housing or development agencies within the past five (5) years.
5. List ten (10) business and professional references for the developer/development team.

Section 3.4: Price Proposal for the Property

Developers must submit a preliminary acquisition/lease price proposal for the property as part of the developer's overall proposal submission. The acquisition/lease price proposal for the Property shall include the proposed structure of the Property purchase and/or lease and be, at least, fair market value as determined by a licensed appraiser. The appraiser's fair market value shall consider the overall proposal elements and RFP requirements that may increase or decrease fair market value. ABI may order an additional appraisal once a proposal is selected. The Apparent Successful Offeror's price proposal may be impacted by the appraisal and will be negotiated. A project with a higher price proposal relative to other bidders is preferred.

SECTION 4: ADDITIONAL INFORMATION

Section 4.1: Adjacent Property

A proposal that states or suggests that it will include adjacent property must include written verification of the developer's site control. Site control may include a signed option to purchase from that property owner or other reasonably acceptable evidence of ownership or control thereof upon submission of a proposal. Evidence of adjacent property control shall not count against the page limitation for proposals as otherwise indicated in this RFP. Adjacent property may be utilized in concert with the Property for a larger overall development. In such a situation, the overall development will be evaluated by the requirements and preferences in Section 3 of this RFP.

Section 4.2: Earnest Money Deposit/Option Price

A Fifty Thousand Dollar (\$50,000) nonrefundable earnest money deposit or option price, as applicable, will be required upon the execution of a purchase and sale agreement and/or option agreement with the developer. The nonrefundable deposit or option price will be applied to the purchase price upon closing on the sale or lease of the Property.

Section 4.3: Independent Price / Cost Determination

1. By submission of a proposal, the Offeror certifies the following:
 - (a) It has arrived at the proposed purchase/lease price (the "Acquisition Price Proposal") and projected costs to be borne by it in connection with the development or redevelopment activities described in the proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such fees with any other Offeror or with any competitor,
 - (b) Unless otherwise required by law, the costs which have been quoted in the proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to award directly or indirectly to any other prospective Offeror or to any competitor; and,
 - (c) No attempt has been made or shall be made by the Offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
2. Each person signing the proposal certifies that he/she is the person in the Offeror's organization responsible within that organization for the decision as to the Acquisition Price Proposal being offered in the proposal and has not participated (and will not participate) in

any action contrary to Section 4.3.1(a)-(c) above.

3. A proposal will not be considered for award if it includes any statements or assumptions, or if the Acquisition Price Proposal is dependent upon such altered statements or assumptions, which serve to defeat, delete, amend, or otherwise modify the certifications required to be made by the Offeror in 1(a) or 1(c) above. If certification 1(b) has been modified or deleted, the proposal will not be considered for award unless the Offeror furnishes with the proposal a signed statement, which sets forth in detail the circumstances of the disclosure, and ABI determines, in its sole discretion, that such disclosure was not made for the purpose of restricting competition. The conditions herein are not designed to prohibit an Offeror from including any contingencies or referencing any assumptions which would impact the value of the Acquisition Price Proposal.
4. ABI shall be entitled to reasonable transaction costs incurred by ABI in facilitation of the RFP process. This fee shall be designated as a transaction fee in the purchase and sale agreement and on the closing statement.

Section 4.4: City of Atlanta First Source Policy

The Developer shall make good faith efforts to hire a local workforce where possible, utilizing the City of Atlanta First Source Policy via WorkSource Atlanta, see <https://www.worksourceatlanta.org/>.

SECTION 5: POTENTIAL PUBLIC RESOURCES AVAILABLE FOR THE PROPERTY

The items below describe the nature of potential assistance available from ABI. Note that these resources are extremely limited and are not guaranteed. Proposals should outline the scope and nature of the ABI incentives below that the Offeror anticipates are necessary for the project to be successful. Please note that ABI and IA do not anticipate providing any cash incentive or subsidy grants from the Atlanta BeltLine Tax Allocation District for the development, purchase, and/or redevelopment of the property. **Applications shall not assume gap financing is available from the Tax Allocation District.** Limited resources *may* also be available through Invest Atlanta ("IA") or other public or quasi-public agencies.

Section 5.1: Entitlements

ABI and the Purchaser shall work together on the entitlements for the Property. ABI will participate in neighborhood, NPU and City zoning meetings supporting a collaborative site design as agreed upon in negotiations. ABI may facilitate and coordinate with Invest Atlanta, the City of Atlanta, Georgia Department of Community Affairs, Atlanta Housing and/or other public agencies on necessary approvals and applications.

Section 5.2: Incentives

ABI and IA do not anticipate providing any cash incentive grants from the TAD for the Property. Applications shall not assume gap financing is available from the TAD.

Section 5.3: Environmental Assistance

ABI is willing to provide technical assistance and confer on available financial options, if necessary, with potential environmental clearance issues that may be associated with this Property.

SECTION 6: REQUIRED PROPOSAL INFORMATION

Section 6.1: Proposals shall be submitted using the following section/index format:

- Section 1:** Cover Letter: Cover letter with RFP Project title, name(s) of the person(s) authorized to represent the Offeror in any negotiations, and contact person's name, mailing or street addresses, phone and fax numbers, website, and email address. A legal representative of the Offeror who is authorized to bind the Offeror in contractual matters must sign the cover letter.
- Section 2:** Proposal Letter (format attached: Appendix A.1)
- Section 3:** Redevelopment Project Description: This section shall provide a narrative summary description of the proposed redevelopment project. The summary shall include the overall equity and inclusion philosophy of the project, number and type of residential units, narrative description of site plan, summary of commercial/light industrial space, parking provisions, phasing, circulation, interface with proposed Atlanta BeltLine corridor improvements, and concept and building design objectives shall be addressed. The narrative description shall highlight how the proposed redevelopment plan meets requirements and selected preferences from Section 3 of the RFP and shall include the following sub-sections:
- A. Employment/Jobs
 - B. Economic Development
 - C. Land Use and Site Plan/Greenspace
 - D. Housing (also see Section 15, below)
 - E. Arts and Culture
 - F. Community Engagement
- Section 4:** Target Population: This section shall describe the targeted residents of the units (including income levels for residential units), and commercial space and economic development initiatives. Any anticipated direct marketing to specific populations (e.g., teachers, seniors, those with disabilities, legacy businesses, etc.) should be explicitly noted and explained.
- Section 5:** Plans: This section shall provide a schematic plan including site plan data and schematic floor plans for each level, plus elevations. Plans shall be no larger than 11 inches x 17 inches in size.
- Section 6:** Project Schedule: This section shall include a project completion schedule including start and completion dates and other key dates as identified for action. The proposal must include the time period by which this project will be initiated and completed. Failure to perform, initiate and complete project components within an acceptable time period will trigger ABI's ability to reclaim title on the property or exercise other remedies as will be provided in the purchase and sale agreement or option agreement, as applicable. If the proposal includes any outside subsidy the schedule should explicitly identify the timing of any such subsidy.
- Section 7:** Design Team: Identify the name(s) of executive and professional personnel that will be employed in the work. Include where these personnel will be physically located during the time they are engaged in the work, titles, and what percentage of the work you expect these individuals to perform. Resumes or qualifications of proposed project personnel should be submitted as an appendix. (Note

resumes, qualifications or summaries in the appendix will not count toward the page limitations of the proposal.)

- Section 8:** Design Section: All attachments or items related to site design concepts and sustainability measures shall be packaged in the same section of the response to this RFP.
- Section 9:** Overview of the Organization and Its Services: This section shall give a summary of the Offeror's relevant projects, history, including years in business, locations, size, growth, services and financial stability. Include examples of relevant projects completed by the organization. Include information regarding any pending or recent lawsuits against the organization, its officers, directors or employees. If the proposal is submitted by a lead organization on behalf of several partners, provide similar information for each partner.
- Section 10:** Professional Qualifications: This section shall include the full name and address of the developer's organization and, if applicable, the branch office or other subordinate elements that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, limited liability company or corporation. This information shall be provided for all organizations participating in the development of the Property. If the proposal is submitted by a lead organization on behalf of several partners/members, list all key partners/members and their respective roles in the proposal. Identify the technical expertise that makes the organization(s) qualified for this work.
- Section 11:** Prior experience with commercial and mixed-use development: This section shall provide a description of other commercial and/or mixed-use projects completed or underway, including project experience with job creation spaces, economic development uses, adaptive reuse, historic preservation, vertical development, and demonstrate affordable workforce housing collaborative projects completed or currently underway. Include names, titles and phone numbers of contact persons from units of government and owners of the property where these projects are located. Include supporting documents to demonstrate capacity. Diversity of the project team is strongly preferred.
- Section 12:** Financial Capacity: This section shall provide a description of the financial capacity of the Offeror, including an equity letter of interest and other appropriate documentation and banking references. If available, provide three (3) years of audited or reviewed financial statements.
- Section 13:** Project Financing: This section shall include a development budget and a ten-year pro forma (operating budget) analysis and other financial information for the project. Include the anticipated time schedule to assemble needed financial commitments, types of financing expected and letters of interest from banks or other sources, and expectations of return. Financial partnerships assumed in the proposal (e.g., public/private; nonprofit/profit, etc.) must be identified. Detailed sources and uses analysis shall be provided.
- Section 14:** Acquisition Price Proposal: This section shall include the amount offered for purchase of the Property, in whole or in part; and any purchase contingencies proposed. Any financial contingencies must also be identified.

- Section 15: Affordable Workforce Housing:** This section shall include how the Offeror plans to fulfill the mixed-income and affordable workforce housing goals required in this RFP and including a summary of the approach to be taken to accomplish the desired goal. This section shall also include details on financing, timing, partners, and expected subsidies or incentives. If the plan includes deeper affordability (lower AMI ceilings) and/or longer terms of affordability, this section shall include the strategies employed by the developer to achieve such goals.
- Section 16: Indemnification:** This section shall include a statement that the Offeror agrees to defend, indemnify, and hold harmless IA, ABI, the City of Atlanta and their officers, directors, employees, and agents from and against all claims, lawsuits, losses, and expenses, including attorney's fees, arising out of or resulting from the proposal, the selection process, or the proposed project to the extent those claims, lawsuits, losses and expenses are caused by the Offeror.
- Section 17: First Source Hiring:** This section shall include the developer's approach towards local hiring in a manner consistent with ABI's First Source Register. It shall also include an estimate of temporary construction jobs, permanent jobs (if any), and the desired percentage of new hires from Atlanta BeltLine neighborhoods.
- Section 18: Certificate of Existence:** Persons or entities providing proposals to this solicitation shall submit a Certificate of Existence from the Georgia Secretary of State if responding on behalf of a business entity.
- Section 19: Submittal Forms.** The following forms found in Appendix A ("Submittal Forms") must be completed and submitted with the proposal:
- Proposal Letter provided on the Offeror's business letterhead
 - S.A.V.E. Program Affidavit
 - Contractor Affidavit Under O.C.G.A. §13-10-91-(b)(1) and Sub-Contractor
 - Receipt of Addenda (signature page of each addendum if any issued)
 - Certification of No Organizational Conflict of Interest Certification Form
- Section 20: References:** Each Offeror shall submit a list of at least four references for recent projects. At least one reference from a governmental or other public corporation is recommended, but not required. Each reference must include a point of contact ("POC"), and email address and a telephone number where the POC can be contacted. The reference list shall also include the dates when these projects were constructed. Each Offeror shall also submit a financial reference from a bank or other financial institutions attesting to the Offeror's financial capacity and ability to finance a project as proposed.

Section 6.2: Other Proposal Requirements.

- A. Proposals must be clear, succinct, and not exceed thirty (30) double-sided pages, excluding proposal forms and attachment materials. Any pages that exceed the page limitation may not be read or considered. Each page shall be numbered, in a format of Offeror's choice. Cover pages, tabs, Response Forms and Appendix materials shall not count toward the page limit; any additional pages may not be reviewed. Please use an 11-pt font or larger, and do not use 11x17 sheets, except for site plans.
- B. All responses will be evaluated on the completeness and quality of the content with respect to the components outlined in Section 3, above. Only those Offerors providing complete

information, as required, will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

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

SECTION 7: PROCUREMENT SUBMISSION REQUIREMENTS AND SCHEDULE

Section 7.1: Submittal Requirements

- A. Electronic Submittal Requirement: ABI provides an electronic solicitation posting and submittal process through Vendor Registry (VR). All submittals shall be submitted online via VR at the link within this RFP. In order to submit a response online, please follow the steps below.

One-time, free registration:

IF YOU ARE NOT A REGISTERED VENDOR WITH VENDOR REGISTRY, A FREE, ONE TIME REGISTRATION IS REQUIRED TO SUBMIT A PROPOSAL.

The first step before submitting a proposal is to ensure your firm is registered in the VR database by clicking the link below. If you/your firm is not registered in the VR database, please register as a vendor by clicking on the link below or link on the first page of this RFP. It is recommended you register as soon as possible before the submittal deadline listed on the first page of this RFP to allow sufficient time to upload a submission.

Vendor Registration link –

<https://vrapp.vendorregistry.com/Vendor/Register/Index/atlanta-beltline-ga-vendor-registration>

- B. Submit Proposal:

As a registered vendor, please click the link below to submit a proposal. All proposals shall be completely submitted at the link below. Late submittals will not be accepted. It is recommended to start the submittal process within a sufficient timeframe before the deadline. **Please do not submit the entire copy of ABI's RFP, only submit required information with your proposal.**

Proposal Submittal Link –

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=59cc52d9-0aa4-4703-87b8-f98a3a71f368>

If you have any questions or need assistance with registration and/or submitting a proposal, please contact the VR Support Team by email at cservice@vendorregistry.com or call toll-free at (844) 802-9202.

Section 7.1a: Reservation of Rights

ABI and IA expressly reserve the right to accept any proposal, to reject any or all proposals, to waive irregularities and/or informalities in any proposal and to make the award in any manner which it believes to be in the best interest of ABI and IA.

Furthermore, ABI and IA expressly reserve the right to renegotiate the terms and conditions, policies and requirements associated with this RFP once an award is made without the need to re-release the RFP.

The procurement may be cancelled at any time, if in the opinion of ABI and/or IA, the project goals will not be achieved by awarding a contract, or the Offerors are considered non-responsible or non-responsive, or for any other reason deemed appropriate by ABI, including but not limited to, economic or COVID-19-related circumstances. The process may be revised at any time during the solicitation, selection, evaluation, and negotiation phases up through contract execution.

Section 7.2: Information and Inquiries

A Zoom pre-proposal meeting will be held Tuesday May 4, 2021 at 10:00 a.m. Please see the meeting information on page 2. Given concerns for public safety and Centers for Disease Control guidelines, ABI will conduct multiple on-site tours of the property to interested parties that have pre-registered **and** submitted the release form in advance of the site visit. Questions related to the RFP must be made in writing in order to be documented in the addendum to the RFP. Unwritten questions and any verbal responses and/or comments will not be binding. **All inquiries must be submitted in Vendor Registry by 3:00 p.m., on Tuesday May 18, 2021.**

Should any prospective Offeror be in doubt as to the true meaning of any portion of this RFP, or should the prospective Offeror find any ambiguity, inconsistency, or omission herein, such person or entity shall submit a written request for an official interpretation or correction in Vendor Registry. Please do not email your questions.

ABI staff will make such interpretations or corrections, as well as provide any supplemental or amendatory RFP provisions which ABI may decide to include, but only as an RFP addendum or as officially published responses available to all Offerors as provided in this RFP. ABI staff will post the addenda in Vendor Registry where it will be available to each prospective registered Offeror. Registered Offerors will receive notice of the posted addendum/addenda. Any addendum issued by ABI shall become a part of the RFP. Offerors shall consider issued addenda in preparing its proposal. Offerors must insert the information regarding any issued addendum and submit a completed form. Offerors must sign and return the Addendum Acknowledgment Form with the Proposal.

ABI will provide all written questions and responses to interested Offerors via addenda posted with the RFP at <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=59cc52d9-0aa4-4703-87b8-f98a3a71f368>. Please consistently check VR for updates.

Offerors must strictly limit their contact to the Procurement Officer when seeking information on matters related to the *procurement process*, *Property transaction* or the *selection process*. Written questions or comments received by the question due date is the only permitted method of communication, and ABI responses will be disclosed to all Offerors by posting the same time at the link below: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=59cc52d9-0aa4-4703-87b8-f98a3a71f368>, unless they are clearly of a proprietary nature (as determined by ABI). Improper contact may result in disqualification from this procurement process and all subsequent phases of the Project. See also Terms and Conditions.

Section 7.3: Reference Information Documents

Numerous planning and other analyses have been performed with respect to the Atlanta BeltLine project and are available for public inspection. Certain of these documents are listed in Exhibit "A" (Reference Information Documents) attached hereto. At a minimum, Offerors are advised to be familiar with each of the following documents prior to submitting a proposal:

- Atlanta BeltLine Strategic Implementation Plan
- Atlanta BeltLine Integrated Action Plan
- City of Atlanta BeltLine Overlay District Regulations
- Murphy Crossing Specific Site Plan Zoning Overlay
- Murphy Crossing Jobs Related Feasibility Study
- City of Atlanta 2011 Comprehensive Development Plan, as amended
- City of Atlanta Green Infrastructure Requirements
- General environmental obligations relative to the Property
- Soil and groundwater sampling results
- Property survey and related documents

In addition to the above, the City of Atlanta ordinance requirements for planning, zoning, building, and parking can be accessed via the website currently maintained by Municode located at: <http://library.municode.com/index.aspx?clientId=10376> or requested from the City's Department of Planning and Development, located at 55 Trinity Avenue, SW, Suite 1450, Atlanta, Georgia 30303, whose general telephone number is (404) 330-6070.

ABI does not warrant or guarantee the accuracy of the Reference Information Documents provided under or otherwise described in this RFP. Rather, ABI is providing the related documents and information for background purposes only and not for any other purpose. Each Offeror is not relieved of the responsibility – and are encouraged – to make personal investigations of the Property and all such Reference Information Documents, and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the propriety of purchasing or leasing the Property, planning, designing and financing its development or redevelopment, as the case may be, and undertaking any other development or redevelopment activities contemplated by this RFP or incidental to any other development activity. In addition, ABI cannot and will not guarantee the timing or completion of all or any portion of the transit and other public improvements contemplated by it, as MARTA and/or the City are taking the lead in connection with the implementation of transit related to the Atlanta BeltLine project. Offerors will assume all risks associated with the ownership or lease of the Property, as and to the extent such are transferred to one or more of them as contemplated in this RFP. As and to the extent awarded, and contingent on execution of, and subject to the terms and conditions of, definitive documents and the related conveyance of title or interests therein to the winning Offeror, the Property will be conveyed "As is, where is" with all faults, latent or patent, and without warranty, express or implied.

Section 7.4: Procurement Schedule

By submitting a proposal, the Offeror is accepting the Terms and Conditions found in Section 8 of this RFP. The Procurement Schedule is subject to change at the discretion of ABI.

Electronic proposals must be received no later than the date and time and at the location specified on the cover of this solicitation. The cover letter of the proposal shall plainly identify the RFP with the project title, and the name and address of the Offeror. Vendor Registry will lock access after

the time or date listed herein and no proposal will be accepted by any other means.

PROCUREMENT SCHEDULE

Pre-Proposal Zoom Meeting	May 4, 2021 at 10:00am
Questions/Inquiries due (Vendor Registry)	May 18, 2021 by 3:00pm
All Questions/Inquiries due	June 22, 2021 by 3:00pm
1st Site Visit at Murphy Ave. (RSVP only)	May 5, 2021 10:00am or 1:00pm
2nd Site Visit at Murphy Ave. (RSVP only)	May 6, 2021 10:00am or 1:00pm
3rd Site Visit at Murphy Ave. (RSVP only)	May 7, 2021 10:00am or 1:00pm
Proposals due (Vendor Registry)	August 3, 2021 by 3:00pm

Please be aware that the proposal due date does not conclude the procurement process. Ex Parte Communication continues up to the time of an executed contract between ABI and the selected firm.

Section 7.5: Protests

Any protest of the procurement documents or process shall be submitted for resolution to Atlanta BeltLine, Inc., attention: Procurement Officer, knicholson@atlbeltline.org.

Such protest shall be in writing and shall be supported by the information necessary to enable the protest to be considered. A protest will not be considered if it is insufficiently supported, or it is not received within the time limits specified herein. A protest based upon terms, conditions, or form of a proposed procurement action shall be submitted so that it is received by ABI no later than five calendar days following notification of the action by ABI. A written final determination on any protest will be rendered by ABI and shall be provided to the protester as soon as practicable.

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Section 7.6: Evaluation Process

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

TECHNICAL EVALUATION FACTOR	MAXIMUM POINTS
<p>Equitable Implementation Approach. The evaluation of the proposals for this factor will be based on the soundness and quality of Offeror’s overall equitable implementation approach including demonstration of an understanding of the scope, extent, and impact of the following:</p> <ul style="list-style-type: none"> A. Provisions outlined in <i>Section 3.1: Equitable Implementation</i> of this RFP, B. Knowledge, understanding, and awareness of inequities and challenges facing economically disadvantaged communities and the positive and negative impacts of neighborhood revitalization, C. Demonstrated track record of activities to date and measures of success that aim to mitigate displacement, improve economic opportunities for residents, and meaningfully engage community; and D. List of specific plans to promote and advance equity and equitable development strategies, programs, and activities that help the Atlanta Beltline achieve its vision for equity and inclusion. <p>All sub-components listed in this Evaluation Factor may not be given the same weight. (Maximum Points: 13 points).</p>	13
<p>Overall Redevelopment Proposal. The evaluation of the proposals for this factor will be based on the soundness and quality of the Offeror’s overall redevelopment plan including demonstration of an understanding of the scope, extent, and impact of the requirements/preferences of the RFP, (see <i>Section 3.2: Key Development Requirements/Preferences for the Property</i>), and the technical ability and professional competence of proposed redevelopment team to provide the required services (see Section 3.3 - Development Team). The sub-components of this Evaluation Factor will include demonstration of a transformative redevelopment proposal for Murphy Crossing that addresses the following:</p> <ul style="list-style-type: none"> A. Employment/Jobs and Economic Development requirements and preferences [(see Section 3.1(A) and (B)). (20 points), B. Land Use/Site Plan and Greenspace requirements and preferences, including, but not limited to architectural plans/designs, site plans and/or renderings [see Section 3.2(C) and (D)]. (20 points), C. Housing requirements and preferences [see Section 3.2(E)]. (15 points), D. Arts/Culture and Community Engagement requirements and preferences [see Section 3.2(F) and (G)] (10 points), E. Overall innovation, quality, and seamless integration of RFP component factors in the proposed redevelopment plan. (10 points). <p>All sub-components listed in this Criteria Factor are given the weights indicated. (Maximum Points: 75 points).</p>	75

TECHNICAL EVALUATION FACTOR	MAXIMUM POINTS
<p>Developer Team and Previous Experience. The evaluation of the proposals for this factor will be based on the quality and adequacy of the knowledge, skills, pertinent experience of proposed key personnel, and firm(s)/entities comprising the redevelopment team and their availability to work on the subsequent contract for this RFP. This will include ABI's evaluation of the following:</p> <ul style="list-style-type: none"> A. Overall knowledge, skills and quality of developer and the redevelopment team. B. Adequacy of the previous successful experience in developing and completing projects similar in nature and scope of the proposed project. C. Identification of a minimum of three (3) projects like the scope of the redevelopment project proposed including the name, address, telephone number, email, point of contact, and description of the work performed for each such reference, D. the results of any consultation that ABI chooses to conduct based upon the references and/or client list submitted by Offeror or otherwise generated by ABI; and E. prior positive and/or negative experience(s) of ABI or other housing agencies with the Offeror, if any. <p>(See Section 3.3). All sub-components listed in this Criteria Factor may not be given the same weight. (Maximum Points: 15 points).</p>	15
<p>Financial Feasibility. The evaluation of the proposals for this factor will be based on Offeror's demonstration of the financial feasibility of the proposed redevelopment through a clear description of sources and uses, including specific financial institutions/partners, subsidies anticipated, estimated closing timelines and other pertinent information demonstrating financial feasibility of the proposed redevelopment. [See Section 3.2(H)] (Maximum Points: 10 points).</p>	10
<p>Price Proposal The evaluation of the proposals for this factor will be based on purchase and/or lease of the property and will be evaluated <i>only</i> for Offerors deemed to be in the competitive range based on the other Technical Evaluation Factors (See Section 3.4). (Maximum Points: 12 points).</p>	12
<p>TOTAL TECHNICAL EVALUATION FACTOR POINTS.....</p>	<p>125</p>

An evaluation committee convened by ABI and IA will evaluate each response properly submitted by an Offeror. At the discretion of ABI, follow-up interviews may be conducted with the highest-ranking Offeror as recommended by the Evaluation Committee before a final selection is made. The interview shall focus on the proposal vision and presentation, and other components of the overall proposal. ABI may also engage in site visits and such further activities, as ABI, in its sole discretion, may be deemed appropriate to assess whether Offerors determined to have a reasonable chance of being selected for award can satisfy the requirements of this solicitation within the resources indicated in the proposals.

Section 7.7: Selection Process

The highest-ranked Offeror(s) will be recommended by the selection committee to ABI and IA for the award of the redevelopment of the Property (the "Award"), contingent upon negotiation, execution and delivery of definitive agreements related to the purchase, sale and proposed

development/redevelopment of the Property deemed satisfactory to IA and ABI, in their sole discretion.

IA and ABI will proceed with negotiations of a mutually acceptable purchase and sale agreement, lease agreement and/or option agreement, on the terms and conditions that are expected to be substantially similar to those set forth in Exhibit "G": *Term Sheet for Property located at 1050 Murphy Avenue, Atlanta, GA 30310* (attached hereto), with the highest ranked Offeror(s). Notwithstanding the foregoing, the final terms and conditions relating to the acquisition, lease and/or sale of the Property may be subject to financing, development commencement, title or other conditions or contingencies, as reasonably determined by IA and ABI. Additionally, all parties will be required to enter into a confidentiality agreement for the duration of the transaction until the requisite legal approvals are obtained.

The purchase and sale agreement, lease agreement and/or option agreement, as the case may be, will not contain any assurances of any rezoning or site plan approvals necessary to complete the proposed project. IA and ABI will provide for a reasonable time in which to obtain such approvals before closing. The Apparent Successful Offeror must secure and pay for all plan review fees necessary for the execution of its proposal. If a purchase and sale agreement, lease agreement and/or option agreement is not successfully negotiated, executed, and delivered by IA and ABI and the highest ranked Offeror(s), IA, and ABI, at their sole option, may choose to initiate negotiations with any other qualified Offeror, or reopen the entire process. Invest Atlanta and ABI reserve the right to not consider any submittal that they determine to be unresponsive and/or deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm will advance in the selection process. The selection committee will contact references to verify material submitted by the Offerors.

Section 7.8: Additional Administrative Matters

1. Board of Directors Approvals. The final award of the right to enter into one or more purchase and sale agreements or option agreements contemplated under this RFP is contingent upon approval by the Boards of Directors of ABI and Invest Atlanta, respectively.
2. Diverse Workforce. IA and ABI encourage all Offerors to employ a workforce reflective of the region's diversity. All Offerors shall adhere to all non-discrimination requirements as set forth in federal and state laws and regulations and Atlanta City Code provisions.
3. Fair Opportunities for Contractors. Offerors shall not create barriers to open and fair opportunities for persons to participate in ABI contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services. In considering offers from and doing business with consultants, contractors, subcontractors and suppliers, Offerors shall not discriminate on the basis of race, color, religion, sex, age, nationality, marital status, sexual orientation, or disability.
4. Non-Discrimination. IA and ABI are committed to the practice of non-discrimination in the selection of third parties selected to advance the Atlanta BeltLine project, with a desire to reflect diversity in the participation of developers, contractors and subcontractors engaged in the Atlanta BeltLine effort. All Offerors shall include specific information on the role of Minority and Female Owned Business Enterprises, if any. Applicants must include copies of MBE, FBE, DBE certifications for the contractors and subcontractors listed in their submittal packages, if any.

SECTION 8: TERMS AND CONDITIONS

Section 8.1: Project Definitions and Abbreviations

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

1. **Affordable Workforce Housing.** Housing that is described as “affordable” is generally meant to include housing that is reasonably priced and not more than 30% of a household’s income. The city of Atlanta’s BeltLine Affordable Workforce Housing Inclusionary Zoning Ordinance further defines rental housing as housing accessible to households making at or below 80% of the Area Median Income (see “AMI” for definition), as adjusted for family size. Generally, Affordable Workforce Housing for homeownership refers to housing accessible to households at or below 120% of AMI as adjusted for household size. (See Exhibit “D”).
2. **Area Medium Income (“AMI”).** Area Median Income, commonly referred to as “AMI”, is a federal calculation of the middle point taking considering all of the income earned by families in an area. This is called the area’s income distribution. The AMI is the point where half of families in the area earn more than the middle point (called the “median”) and half of families earn less than the median (or middle point. The Atlanta area calculation includes twenty-nine (29) surrounding counties and is updated annually by the U.S. Department of Housing and Urban Development (“HUD”) to include income limits for households up to eight (8) people. See [Income Limits | HUD USER](#).

FY 2020 Income Limit Area	Median Family Income Explanation	FY 2020 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Atlanta-Sandy Springs-Roswell, GA HUD Metro FMR Area	\$82,700	Very Low (50%) Income Limits (\$) Explanation	28,950	33,100	37,250	41,350	44,700	48,000	51,300	54,600
		Extremely Low Income Limits (\$)* Explanation	17,400	19,850	22,350	26,200	30,680	35,160	39,640	44,120
		Low (80%) Income Limits (\$) Explanation	46,350	52,950	59,550	66,150	71,450	76,750	82,050	87,350

3. **ABI.** Atlanta BeltLine, Inc. (“ABI”) is the Georgia nonprofit corporation created by The Atlanta Development Authority d/b/a Invest Atlanta for the purpose of implementing the Atlanta BeltLine. ABI will serve as developer of assets, project manager and technical lead for the redevelopment of the Property, and the contracting entity on behalf of Invest Atlanta.
4. **Agreement.** Any document that reflects the obligations of the Apparent Successful Offeror/Developer as it relates to the purchase, development, redevelopment, lease, or option of the property including any purchase and sale, option, lease or development agreement executed by ABI and the Apparent Successful Offeror deemed necessary by the parties to implement the purchase, sale, development and/or redevelopment of the Property. ABI reserves the right to make changes to any draft agreement based upon the final agreed upon scope of services and the negotiations with the selected Offeror. ”.
5. **Apparent Successful Offeror.** The Offeror that submits the proposal that ABI and Invest Atlanta, in their joint sole opinion, consider the best overall value in accordance with the procedures set forth in the RFP. The Apparent Successful Offeror will not be awarded the contract if:
 - A. The Offeror fails to comply with all applicable pre-award and pre-execution requirements of the RFP and/or Agreement,
 - B. The parties are unable to reach agreement during negotiations on the final terms of

- the contract, or
- C. ABI chooses not to award a contract.
6. Award. A written notification from ABI to the Apparent Successful Offeror stating that the submittal or response to procurement has been selected to enter into the contract negotiation phase of the procurement process. A notice of award is not a notice to proceed or begin the work that was solicited. A notice of award does not guarantee that ABI and the Apparent Successful Offeror have an executed contract agreement.
 7. Career Track. Gateway or entry level employment opportunities with intentional pathways to higher wages within the particular industry.
 8. City of Atlanta (the "City" or "COA"). A funding partner for the project, and the ultimate Owner of portions of the project assets that are within its right-of-way.
 9. Developer. Used interchangeably with Successful Offeror, also refers to the same once a contract has been executed and the Notice to Proceed has been issued by ABI.
 10. Disadvantaged Business Enterprise (DBE). A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis. For the purposes of this RFP, a DBE must be certified through one of the programs listed in Section 8 of this RFP and meet the specific guidelines contained therein.
 11. Economic Inclusion. Refers to the opening of economic opportunities to under-served communities and individuals as well as redressing the impacts of previous exclusion on those communities and/or individuals.
 12. Impacted Communities. Refers to those communities immediate and adjacent to the redevelopment site as opposed to the city or region as a whole. These include the neighborhoods of Oakland City, Adair Park, Capitol View, West End, Capitol View Manor, Pittsburgh, Bush Mountain and Sylvan Hills.
 13. Key Personnel. Those persons that the responding firm or team identifies as critical to the successful completion of the work and/or services that are the subject of this solicitation.
 14. Light Industrial. This zoning category is defined in the City of Atlanta Zoning Ordinance under the Light Industrial (I-1) District or in the Industrial Mixed-Use District. *Examples* of these permitted uses are listed below, and for the complete list refer to the [City Zoning Ordinance](#).
 - A. Catering establishments.
 - B. Microbrewery, micro-distillery, or winery, all of which may include an accessory biergarten.
 - C. Commercial greenhouses or plant nursery.
 - D. Distributions centers.
 - E. Laboratories and research facilities where the character of operations, emissions by-products does not create adverse effects beyond the boundaries of the facility.
 - F. Manufacturing, wholesaling, repairing, compounding, assembly, processing, preparation, packaging or treatment of articles, foods, components, products, clothing, machines and appliances and the like, where the character of operations, emissions and by-products do not create adverse effects beyond the boundaries of the facility.
 - G. Printing and publishing operations.

H. Makerspaces and shared kitchens.

15. Living Wage. The living wage is the hourly rate that an individual in a household must earn to support him or herself and their family. This includes food, housing, medical care, transportation, and other essentials. For more information about living wage incomes based on household size visit <https://livingwage.mit.edu/metros/12060>.
16. Local. The term “Local” defined in this RFP includes businesses, residents and families prioritized in the order of the specific Tiers described below:
 - Tier 1 – residents and families living in neighborhoods physically touching the Murphy Crossing Property. This also includes businesses physically located in neighborhoods physically touching the Murphy Crossing Property; then,
 - Tier 2 – residents and families living in neighborhoods otherwise impacted (see definition of *Impacted Communities*, above) by the redevelopment of the Murphy Crossing Property. This also includes businesses physically located in neighborhoods impacted by the redevelopment of the Murphy Crossing Property; then,
 - Tier 3 – residents, families and businesses living or located within the following Zip Codes: 30310, 30318, 30314, 30312; then,
 - Tier 4 – residents, families and businesses living or located within the City of Atlanta.
17. Notice to Proceed. “Notice to Proceed” means “Notice to Commence Work”.
18. Offeror. One who submits a proposal in response to a Request for Proposals in competitive negotiation.
19. Owner(s). The legal or record owner of the property on which the redevelopment is to be constructed, generally The Atlanta Development Authority d/b/a Invest Atlanta acting by and through ABI, the Owners’ implementation agent for this redevelopment.
20. Plans. When the context so indicates, “Plans” mean applicable conceptual, planning, design and drawings including plan, profile, typical cross sections, Working Drawings, Standard Details, Supplemental Standard Details, and Supplemental Drawings or reproductions thereof or electronically displayed equivalents that show the location, character, dimensions, and details of the Work.
21. Project Manager. The person on the Offeror’s team who will be responsible for the management and integration of all components resulting from this contract. The Project Manager shall be responsible for all aspects of the project including the quality of the end product.
22. Redevelopment. The action or process of developing a site or property differently to bring about key objectives and goals as described in this RFP.
23. Redevelopment Records. Records or data of any type on any media including those produced by the Offeror or its subcontractors, suppliers, or manufacturers that are related to the Project and submitted to ABI. Project Records may include, but are not limited to:
 - A. Plans
 - B. Working Drawings
 - C. Specifications
 - D. Stakeholder comments
 - E. Design notes and computations
 - F. Catalog cuts
 - G. Schedules and schedule updates or revisions
 - H. Quality control Plans and related documentation

- I. Equal opportunity and affirmative action
 - J. Progress Meeting records
 - K. Partnering records
 - L. Correspondence
 - M. DBE participation records
 - N. E-mails
 - O. Any other documents related to the scope of work.
24. Stakeholder. A person or group with an interest in the successful completion and subsequent use of a project.
 25. Successful Offeror/Respondent/Bidder. A person or entity whose proposal/qualifications/bid is responsive and responsible to all requirements within a solicitation and is determined by the evaluation committee as providing a solution in the best interest of ABI.
 26. Targeted Populations. Refers to populations of individuals, families or households who will be the focus of intentional outreach related to employment, job training, and housing opportunities. These populations are characterized by their low to very-low income status and/or history of economic exclusion and are generally from the *Impacted Communities* or are *Local*.
 27. The Atlanta Development Authority d/b/a Invest Atlanta ("IA"). The official economic development authority for the City of Atlanta. Its purpose is to strengthen Atlanta's economy and global competitiveness in order to create increased opportunity and prosperity for the people of Atlanta.
 28. Vendor Registry (VR). Vendor registration and electronic proposal submission module.

Section 8.2: Contract Terms and Conditions

ABI wishes to develop an Agreement that appropriately places risk with the party most able to address the issue, to ensure that all parties to the contract are appropriately protected and to maintain their responsibility to serve as an effective steward of public funds while advancing the Project. Generally, any Agreement will contain the following terms, conditions, and other requirements:

1. **Debarment and/or Suspension**. Offeror has not, in the immediately preceding five (5) years, been debarred or suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, nor has the Offeror been suspended, debarred, or otherwise excluded from or deemed ineligible for participation in any state or local government procurement opportunity, or from any non-governmental procurement, nor has the Offeror been notified that suspension, debarment, exclusion or ineligibility is pending.
2. **Background Checks and Drug Testing**. The selected consultant may be required to implement a drug free workplace program including pre-employment testing and background checks including social security number verification. Any employee assigned to the project may be subject to background screening through "Livescan" administered by the Georgia Bureau of Investigation.
3. **Buy America. N/A**
4. **Change of Team Members or Key Personnel**. Inasmuch as firms and/or teams will be judged based on their response to the RFP, any subsequent changes to the composition of the Offeror that was rated by the Evaluation Committee may result in a different ranking of the team and/or may result in the firm and/or team failing to be determined to be qualified

to perform the work. In order for a firm/ team to remain qualified to submit a proposal, the consultant or a joint venture team identified in the response to the RFP must remain on the team for the duration of the procurement process and any subsequent contract award.

5. **Code of Ethics.** ABI's Code of Ethics applies to this solicitation. The Code of Ethics is attached hereto as Exhibit "F" and incorporated by reference herein.
6. **DBE Participation.** The Atlanta BeltLine TAD was created by the City of Atlanta and as such, applicants seeking funding shall address the City of Atlanta's EBO and SBE objectives. The City has adopted the Equal Business Opportunity Ordinance, City of Atlanta Code of Ordinances 2-441, *et seq.* and a Small Business Opportunity Program, City of Atlanta Code of Ordinances Section 2-1356, *et seq.* Thus, ABI and Invest Atlanta strongly encourage applicants to use good faith efforts to promote opportunities for small, local, and diverse businesses, including Minority Business Enterprises ("MBE"), Female Business Enterprises ("FBE") and Small Business Enterprises ("SBE") to compete for business as subcontractors, sub-consultants and/or suppliers. For an MBE, FBE, or SBE to participate on the contract, said MBE, FBE, and/or SBE Programs must be certified for inclusion in the City's EBO and/or SBE Programs with the Office of Contract Compliance. Eligible companies must be located within one of the following twenty county areas to be considered for certification in the City's EBO and SBE Programs: Barrow, Bartow, Carroll, Cherokee, Clayton, Coweta, Cobb, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Newton, Paulding, Pickens, Rockdale, Spalding, and Walton.

Companies interested in obtaining applications for certification should contact:

Bruce T. Bell
City of Atlanta
Office of Contract Compliance
55 Trinity Avenue
Atlanta, GA 30303
(404) 330-6010
bbell@atlantaga.gov

Invest Atlanta and Atlanta BeltLine, Inc., are Equal-Opportunity Employers

7. **Ex Parte Communication.** Please note that to ensure the proper and fair evaluation of a proposal or bid, ABI prohibits ex parte communication initiated by a bidder, respondent or offeror to an ABI employee, consultant, contractor, volunteer, board member, graduate or undergraduate fellow, citizen, City of Atlanta official (i.e. city council member, mayor, etc.), or any ABI affiliates, evaluating or considering the proposal or bid prior to the time a selection has been made and the contract between the apparent successful respondent and ABI is executed. Communication includes but is not limited to fax, phone call, email, and in-person. Communication between a bidder, respondent, or offeror and ABI must be directed in writing to the Procurement Officer or other contact person designated by ABI only. The Procurement Officer or designated contact person will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending bidder, respondent, or offeror from consideration or award of a bid or proposal (or any solicitation), and repeat offenders may be disqualified from responding to solicitations for future projects. After this solicitation has been published and until a contract is fully executed or

the procurement is canceled or withdrawn, no bidder, respondent or offeror shall make direct contact with any member of ABI staff other than the person(s) listed on the first page of this solicitation. Furthermore, no person shall attempt to communicate with any ABI employee, director, or officer, excluding the ABI Procurement Manager and the ABI Procurement Officer, regarding this RFQ during its pendency.

8. **Federal Work Authorization.** Pursuant to O.C.G.A. §13-10-91, qualifying contractors and subcontractors performing work within the State of Georgia on a contract with ABI must register and participate in a federal work authorization program. A certification form verifying participation in such a program will be required of all Offerors in addition to the S.A.V.E. Program Affidavit required by the COA in compliance with O.C.G.A. §50-36-1 (e) (2). See Appendix A.2.
9. **General Terms and Conditions.**
 - A. **Applicable Laws.** All applicable State of Georgia and federal laws, City of Atlanta and county ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Offeror and the redevelopment throughout and are incorporated herein. The Agreement with the selected Offeror, and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the laws of the State of Georgia.
 - B. **Cancellation.** This RFP may be canceled or any or all bids or proposals may be rejected in whole or in part when it is in the best interest of ABI or when funding is not available for completion of the services requested under this RFP. In the event that this RFP is cancelled, a notice of cancellation shall be sent to all persons, firms, or entities that submitted responses to this RFP.
 - C. **Confidentiality.** The RFP process is confidential (notwithstanding Open Records requirements outlined herein) and Offerors, including any person performing work on behalf of the Offeror, are prohibited from discussing the nature of their Proposal with other Offerors and those referenced in the Ex Parte Communication Policy described herein.
 - D. **Existing Contractors.** ABI's existing prime or lead contractors, consultants, subcontractors, or sub-consultants are excluded from being eligible to submit a response to this RFP except under the following circumstances:
 1. If the contractor, consultant, subcontractor, or sub-consultant completes the Certification of No Organizational Conflict of Interest; and
 2. If ABI legal counsel agrees that the contractor, consultant, subcontractor, or sub-consultant has no organizational conflict of interest.
 - E. **Indemnification.** Offeror shall defend, indemnify, and hold harmless ABI, IA and the City of Atlanta against all claims, judgments, or liabilities to which they may be subject because of any negligence or fault or default by the Offeror, its consultants, or subconsultants.
 - F. **Joint Ventures.** Upon mutual agreement, the Offeror or ABI and/or IA may present formally created Offeror joint ventures at any time prior to contract execution.
 - G. **Licenses.** Professionals requiring special licenses must be licensed in the State of Georgia and shall be responsible for those portions of the work as may be required by law.
 - H. **Offeror's Status.** Offeror's status shall be that of an independent contractor, and neither it nor any of its employees or subcontractors is or shall be an agent, servant or employee of ABI, IA or the City.

- I. Organizational Conflicts of Interest and Excluded Parties. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract or lease may, without some restriction on future activities, result in an unfair competitive advantage to the Offeror or impair the Consultant's objectivity in performing the work. Clarifications may be sought by submitting a letter requesting clarification and stating the reasons why the firm believes potential organizational conflict of interest exists. In preparing this solicitation, a review of existing contracts with ABI should be undertaken, and the Offeror shall make known any consultants, subcontractors or sub-consultants that are specifically excluded from participating in this solicitation. All who respond to this RFP shall complete the Certification of No Organizational Conflict of Interest attached hereto as part of Appendix A.5 and submit it as part of its response to this RFP. A response that does not contain this completed form is subject to disqualification.
- J. Proposal Modifications. From the date an Offeror's proposal is received through the date a contract is awarded to an Offeror, no Offeror may make substitutions, deletions, additions or other changes in the configuration of its proposal without ABI's express written consent.
- K. Other Development Requirements. It is vital that the Apparent Successful Offeror be knowledgeable of all requirements and guidelines for project delivery processes related to real estate development projects located adjacent to public transportation improvements, to ensure that the transportation components of the Atlanta BeltLine are eligible for all available federal transportation funding at a later date. Appropriate noise and vibration easements, as well as consent to the creation and imposition of assessments by a community improvement or similar special assessment district, as determined by ABI, will be required for the Property as part of any conveyance of interests in same as contemplated in this RFP.
- L. Unacceptable Offeror. No proposal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to ABI, IA, or the City of Atlanta, under debt or contract that is a defaulter, as surety or otherwise, upon any obligation to ABI, IA or the City of Atlanta that is deemed irresponsible or unreliable by ABI, IA or the City of Atlanta. If requested, the Offeror or proposed subcontractor (if retained as a manager) shall be required to submit satisfactory evidence that they have the necessary financial resources to purchase and redevelop the Property.
- M. Venue. Offeror shall agree to the Superior Court of Fulton County as the venue in any legal action or proceeding between the Offeror and ABI, IA, or the City.

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

10. **Insurance Requirements.** (Please note: ABI will provide the Successful Offeror with the insurance requirements for construction.)

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

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

b) Commercial General Liability Insurance

1. \$1,000,000 limit of liability per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate.
2. The following additional coverage must apply:
 - A. 2013 or later ISO Commercial General Liability Form.
 - B. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04).
 - C. Additional Insured Endorsement CG2010 04 13 and CG2037 04 13.
 - D. Blanket Contractual Liability (included in 1986 or later forms).
 - E. Broad Form Property Damage (included in 1986 or later forms).
 - F. Severability of Interest (included in 1986 or later forms).
 - G. Underground, explosion, and collapse coverage (included in 1986 or later form).
 - H. Personal Injury (deleting both contractual and employee exclusions).
 - I. Incidental Medical Malpractice.
 - J. Sudden and Accidental Pollution Coverage.
 - K. Waiver of Subrogation in favor of Atlanta BeltLine, Inc.
 - L. Primary and Non-Contributory wording.

c) Automobile Liability Insurance

1. \$1,000,000 combined single limit of liability per accident for bodily injury and property damage.
2. Commercial form covering owned, non-owned, leased, hired and borrowed vehicles.
3. Additional Insured Endorsement
4. Waiver of Subrogation Endorsement

d) Professional Liability Insurance with limits of \$2,000,000 per claim and \$4,000,000 in the aggregate.

e) Insurance company must be authorized to do business in the State of Georgia.

- f) Additional insureds on the Commercial General Liability and Auto Liability Insurance policies shall be shown as: Atlanta BeltLine, Inc., the City of Atlanta, and Invest Atlanta.
- g) The cancellation provision should provide 30 days' notice of cancellation (10 days' notice for cancellation due to non-payment of premium).
- h) Insurance Company, except Worker's Compensation carrier, must have an A.M. Best Rating of A- VII or higher. Certain Worker's Comp funds may be acceptable by the approval of ABI. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Consultants' broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A- VII or better. Insurance Company must be authorized to do business by the Georgia Department of Insurance.
- i) Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.
- j) Consultant shall agree to provide redacted copies of current insurance policy (ies) if requested to verify the compliance with these insurance requirements. The General Liability and Auto Liability Insurance policies required to be provided by Consultant will be primary over any insurance program carried by ABI.
- k) Consultant shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Consultant and all subcontractors to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI, IA, the City, and their officers, officials, employees, consultants, separate Contractors, and subcontractors.
- l) Consultant waives all rights of recovery against ABI, IA, the City, and their officers, officials, employees, separate consultants, and all subcontractors which Consultant may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the services provided, and that are secured and maintained by Consultant.
- m) Consultant shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Consultant) against ABI, IA, the City, and their officers, officials, employee and volunteers, consultants, separate contractors, and other subcontractors (including subcontractors of separate contractors).
10. **Termination of Contract.** Although either party shall have the right to terminate any Agreement arising from this solicitation upon thirty (30) days' written notice, with or without cause, ABI reserves the right to terminate the Agreement with thirty (30) days' notice if the Offeror elects to change any of its key personnel, partner(s), or subcontractor(s) without the express written consent of ABI.
11. **Prevailing Wage.** N/A
12. **Proprietary Information.** ABI recognizes that material in its possession or in the possession of IA, the COA or any other government agency is subject to public examination and copying under the Georgia Open Records Act, O.C.G.A. §50-18-70,

et. seq. (The “Act”). Offeror has the obligation to identify proprietary information and trade secrets by clearly marking the documents “Trade Secret” as required by the Act. If ABI receives any request under the Act to examine or copy any of the Proprietary Information obtained pursuant to this Agreement, it will immediately notify the Offeror of such request and will respond to the requesting party within the time allowed by law, indicating to the requesting party that the information requested constitutes trade secrets and therefore is considered by ABI to be exempt from disclosure under the Act. Notwithstanding the foregoing, it shall be the obligation of Offeror to take appropriate, timely legal action to secure the nondisclosure of the information requested, at its sole expense. ABI, IA and the COA shall cooperate in any action at law or equity in any court of competent jurisdiction to permit the Offeror to seek a protective order or other relief to prevent the disclosure of the Proprietary Information submitted to ABI by an Offeror to parties requesting disclosure under the Georgia Open Records Act; provided, however, that Offeror shall be required to indemnify ABI, IA and COA for any and all costs, expenses, or claims arising from such matter(s).

SECTION 9: APPENDICES, EXHIBITS, and FORMS

Appendices:

- Appendix A.1: PROPOSAL LETTER (2 PAGES)
- Appendix A.2: S.A.V.E. PROGRAM AFFIDAVIT
- Appendix A.3: CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91(b)(1)
- Appendix A.4: CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST
CERTIFICATION FORM
- Appendix A.5: CERTIFICATION FORM
- Appendix A.6: SUB-CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91
- Appendix A.7: CONSTRUCTION SITE VISIT WAIVER, RELEASE, AND INDEMNITY

Exhibits:

- Exhibit “A” – Property and Related Reference Documents
- Exhibit “B” – Workforce Development Partner Resources
- Exhibit “C” – Affordable Workforce Housing Guidelines
- Exhibit “D” – First Source Job Policy
- Exhibit “E” – Community Benefit Principles
- Exhibit “F” – Atlanta BeltLine, Inc. Code of Ethics
- Exhibit “G” – Term Sheet for Property located at 1050 Murphy Avenue, Atlanta, GA 30310

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APPENDIX A.1: PROPOSAL LETTER

TO BE PROVIDED ON OFFEROR LETTERHEAD AND UPLOADED INTO VENDOR REGISTRY:

RE: Request for Proposals for the Purchase and Redevelopment of 1050 Murphy Ave., S.W. Atlanta, GA 30310

Dear Procurement Officer:

The undersigned declares that this proposal is made in good faith, without fraud or collusion with any person or persons submitting a proposal on the same transaction; that the undersigned has carefully read and examined the "Request for Proposals" documents, including the Reference Information Documents, and the information and instructions, scope of project, information required, all addenda (if any), and understands them. The undersigned declares that it is fully informed as to the nature of and the conditions relating to the terms of sale of the Property. Further, the undersigned declares that it has extensive experience in successfully implementing the development and/or redevelopment activities required under the specifications of this Request for Proposals.

The undersigned acknowledges that it has not received or relied upon any representations or warranties of any nature whatsoever from IA, ABI, the City of Atlanta, or their respective agents or employees, and that this proposal is based solely upon the undersigned's own independent investigation, due diligence, and business judgment.

If Atlanta BeltLine Inc., accepts this proposal and the undersigned fails to enter into a definitive contract, furnish the required earnest money deposit or option payment, or provide any requisite insurance documentation at the time of execution of the contemplated purchase and sale agreement or option agreement, then the undersigned shall be considered to have abandoned the award. By submitting this proposal, it is understood that the right is reserved by Invest Atlanta to accept any proposal, to reject any or all proposals, to waive irregularities and/or informalities in any proposal, and to make the award in any manner Invest Atlanta believes to be in its best interest.

COMPANY NAME*: _____
STREET/P. O. BOX: _____
CITY, STATE, AND ZIP CODE: _____
DATE: _____ TELEPHONE: _____
EMAIL: _____
FAX: _____
AUTHORIZED SIGNATURE: _____
PRINTED NAME OF SIGNER: _____
TITLE OF SIGNER: _____

* NOTE: If the OFFEROR is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officer(s) or agent(s). If OFFEROR is a partnership, the true name of the firm shall be set forth with the signature of the partners authorized to sign contracts on behalf of the partnership. If OFFEROR is an individual, his or her signature shall be placed above.

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

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

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

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

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

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

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

Signature of Applicant.

Date:

Printed Name of Applicant:

Sworn to and subscribed before me
This _____ day of _____, 2021

Notary Public

My commission expires: _____

APPENDIX A.3: CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, 20__ in _____(city), _____(state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the

_____ day of _____, 20____.

(NOTARY SEAL)

NOTARY PUBLIC

My Commission Expires:

APPENDIX A.4: CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST

(Add comment(s) to the end of each paragraph if applicable)

Offeror's Name: ("Offeror")

Offeror's attention is directed to provisions of the Request for Proposals (RFP) regarding organizational conflicts of interest and the restrictions applicable to such conflicts. Offerors are advised that certain firms will not be allowed to participate on any Offeror's team for the Project because of their work with ABI or the City of Atlanta in connection with the Project or the Project's procurement. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP for the Project.

1. Required Disclosure of Conflicts

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Offeror's team (including the Offeror, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and other key personnel for the Project) which may result, or could be viewed as, an organizational conflict of interest in connection with this Request for Proposals ("RFP"). Offeror shall disclose (a) any current contractual relationships with ABI or the City of Atlanta, (b) any past, present, or planned contractual or employment relationships with any officer or employee of ABI, and (c) any other circumstances that might be considered to create a financial interest in the Contract by any ABI board member, officer or employee, or City of Atlanta elected or appointed official, officer or employee, or any ABI board member, if Offeror is awarded the Contract. Offeror shall also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the individuals or entities involved in preparing the RFP. Offeror shall also disclose contractual relationships (i.e. joint ventures) with any of the individuals or entities involved in preparing the RFP, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or subconsultant) to Offeror or a member of Offeror's team. The foregoing is provided by way of example and shall not constitute a limitation on the disclosure obligations.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps the Offeror or other entities have taken or will take to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Certification of No Organizational Conflict of Interest, other than as disclosed above. I understand that if the information I provided is determined by ABI to be false or misleading, my proposal is subject to disqualification and/or my contract is subject to termination. I also understand that if ABI determines that an organizational conflict exists, my proposal is subject to disqualification and/or my contract is subject to termination.

Signature

Name

Title

Company Name

Date

_____, 201__

FOR OFFICIAL ABI USE ONLY:

Upon review of the response Offeror submitted in this certification, it is my determination that an Organizational conflict _____ does / ___ does not exist.

Vice President and General Counsel

Date Atlanta BeltLine, Inc.

APPENDIX A.5: CERTIFICATION FORM

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

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

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

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

I further certify that the Offeror has not, in the immediately preceding five (5) years, been debarred or suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, nor has the Offeror been suspended, debarred, or otherwise excluded from or deemed ineligible for participation in any state or local government procurement opportunity, or from any non-governmental procurement, nor has the Offeror been notified that suspension, debarment, exclusion or ineligibility is pending.

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

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

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

Printed Name

Signature

Sworn to and subscribed before me
this _____ day of _____, 2021.

Notary Public

My commission expires _____.

APPENDIX A.6: SUB-CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of Contractor) on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, 2021 in _____ (city), _____(state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires: _____

[NOTARY SEAL]

APPENDIX A.7: CONSTRUCTION SITE VISIT WAIVER, RELEASE, AND INDEMNITY

Atlanta BeltLine, Inc. (“**ABI**”) has issued a request for proposals (“**RFP**”) for the development of property located at 1050 Murphy Avenue, SW, Atlanta, Georgia 30310 (the “**Property**”). The Property is known as the former location of the Atlanta State Farmers Market, which operated from 1941 to 1959. As part of the RFP, ABI stated that a site visit to the Property (the “**Site Visit**”) would be held on May 5th, 6th, and 7th, 2021. Invitee is interested in submitting a proposal to the RFP, and has elected to participate in the Site Visit. The Site Visit includes entering the Property for the purpose of gathering information that may be helpful in drafting a responsive proposal. Due to the age of the buildings, fixtures, improvements, and vegetation located on the Property, and its previous use, certain known and unknown dangerous conditions may exist upon the Property, including uneven soil and/or pavement, broken glass, overgrown grasses, barbed wire, dilapidated buildings, and other unknown physical or man-made conditions. ABI will permit Invitee to enter the Property for the Site Visit on the condition that Invitee sign this Site Visit Waiver, Release, and Indemnity (“**Waiver**”) before entering the Property. Invitee has consented to the conditions described in this Waiver.

Invitee, for himself or herself, and for his/her personal representatives, heirs, and assigns, agrees as follows:

1. Invitee hereby irrevocably and unconditionally releases, waives, covenants not to sue, and forever releases and discharges ABI and The Atlanta Development Authority d/b/a Invest Atlanta, their officers, employees, agents, heirs, and assigns from any and all claims, liabilities, obligations, damages, costs, losses, debts, and expenses of any nature whatsoever (including attorney’s fees and costs) arising from or associated with Invitee and/or his/her participation in the Site Visit, including his or her entry upon the Property.
2. Further, Invitee shall indemnify and hold harmless ABI and The Atlanta Development Authority d/b/a Invest Atlanta, their officers, directors, employees and agents from any and all suits, claims, actions, liens, proceedings, debts, damages, liabilities, injuries, obligations, losses, demands, claims and expenses, whether arising before or after the Effective Date of this Waiver and in any manner directly or indirectly attributable to or associated with Invitee and/or the Site Visit, but only to the extent caused in whole or in part by any act or omission of Invitee, regardless of whether or not such suits, claims, actions, liens, proceedings, debts, damages, liabilities, injuries, obligations, losses, demands, claims and expenses are caused by a party indemnified hereunder.
3. Invitee acknowledges and voluntarily assumes full responsibility for, and risk of injury to, his/her person, or death or damage to his/her property occurring during or as a result of Invitee’s presence at the Site Visit.
4. By signing below, Invitee represents and warrants to ABI that he/she has read this Waiver, that he/she fully understands its terms, and that he/she has given up his/her right to sue. Invitee acknowledges that he/she is signing the Waiver freely and voluntarily, that he/she is over the age of 18, and intends by his/her signature that this Waiver shall be a complete and unconditional release of all liability to the greatest extent allowed by law.

Additionally, Invitee warrants and represents that he/she has the full authority to sign this Waiver.

5. Invitee agrees that if any portion of this Waiver is held invalid, the remaining provisions shall be binding and continue in full force and effect.

IN WITNESS WHEREOF, the Invitee has executed this Waiver as of this ____ day of April, 2021.

_____	_____
Signature of Invitee	Printed Name of Invitee

Date	

Address of Invitee	

Company Name	
_____	_____
Email Address of Invitee	Phone Number of Invitee

Witness	

Please initial by the selected date and circle the preferred time:

- | | | | |
|-------|-----------------------|------------|-----------|
| _____ | Wednesday May 5, 2021 | 10:00 a.m. | 1:00 p.m. |
| _____ | Thursday May 6, 2021 | 10:00 a.m. | 1:00 p.m. |
| _____ | Friday May 7, 2021 | 10:00 a.m. | 1:00 p.m. |

General Instructions:

- Each person attending the site visit shall sign and submit the Waiver Release form and shall not sign on behalf of another person.
- Two invitees per firm/team maximum may participate in the Site Visit.
- One Site Visit per firm/team
- Email the completed form to knicholson@atlbeltline.org no later than **April 30, 2021, by 3:00 p.m.**
- Each person attending the Site Visit shall wear a mask covering the nose and mouth at all times while on the property. There are no exceptions.

EXHIBIT "A": PROPERTY AND OTHER REFERENCE DOCUMENTS

A. Property Related Documents:

1. Property and Title Documents: – (see <https://www.dropbox.com/sh/lqupy3o4pnhfkyh/AADkTeAdbAEtXFhexmaCJx6ra?dl=0>),
 - a) Surveys: (1050 Murphy – 2018), (1070 Biglin Street & 1089 Allene Avenue – 2018), (Tax Parcels 14-010600060388 & 14-010600060396 – 2017)
 - b) License Agreement – Trees Atlanta, Inc., and The Atlanta Development Authority – (2017)
 - c) First Amended to License Agreement – Trees Atlanta and The Atlanta Development Authority – (2018)
 - d) Environmental Reports:
 - ABI Phase I ESA_1050 Murphy_OTIE_Report Summary_12 27 2013
 - ABI Phase II ESA_1050 Murphy_OTIE_Report Summary_11 26 2014
 - ABI Phase I ESA_1078 Biglin_Peachtree Environmental_4 2018
 - ABI Phase II ESA_1078 Biglin_Peachtree Environmental_6 4 2018
 - e) Miscellaneous:
 - Old Farmers Market Revised Property Information Form (PIF)_3 9 2016
 - Old Farmers Market Structural Assessment Report_7 17 2014
 - ABI_SFM ACM NESHAP Survey Report Summary_10 21 2014 (Asbestos Report)

B. General Reference¹:

2. Murphy Crossing pre-RFP Community Engagement Presentations/Materials – <https://beltline.org/the-project/economic-development-commercial-real-estate/murphy-crossing/>
3. Murphy Crossing Community Initiated Survey: <https://beltline.org/the-project/economic-development-commercial-real-estate/murphy-crossing/#public-input>
4. Atlanta BeltLine Strategic Implementation Plan – https://beltlineorg-wpengine.netdna-ssl.com/wp-content/uploads/2013/03/Beltline_Implementation-Plan_web.pdf
5. City of Atlanta BeltLine Overlay District Regulations – https://library.municode.com/ga/atlanta/codes/code_of_ordinances?searchRequest=%7B%22searchText%22:%22BeltLine%20Overlay%20District%22,%22pageNum%22:1,%22resultsPerPage%22:25,%22booleanSearch%22:false,%22stemming%22:true,%22fuzzy%22:false,%22synonym%22:false,%22contentType%22:%5B%22CODES%22%5D,%22productIds%22:%5B%5D%7D&nodeId=PTIIICORANDECO_PT16ZO_CH36BEOVD_IRE

¹ Note: ABI does not guarantee the accuracy of the links or the information contained on third-party sites. ABI has provided the links contained in this RFP as a courtesy only. The obligation to access and review the documents referenced in this Exhibit, or throughout the RFP, and/or any other documents that are prudent or necessary remain the sole responsibility of the Offeror.

6. City of Atlanta Green Infrastructure Requirements – (<https://www.atlantawatershed.org/greeninfrastructure/>)
7. City of Atlanta 2016 Comprehensive Development Plan, as amended – (<https://www.atlantaga.gov/government/departments/city-planning/office-of-zoning-development/zoning/2016-comprehensive-development-plan-cdp>)
8. Atlanta BeltLine Integrated Action Plan – <https://beltline.org/about/resources/integrated-action-plan/>
9. Murphy Crossing Jobs-Related Feasibility Study – <https://beltlineorg-wpengine.netdna-ssl.com/wp-content/uploads/2016/03/08.10.16-Murphy-Crossing-Board-Presentation.pdf>
10. Community Benefits Agreement Principles – (<http://beltline.org/wp-content/uploads/2012/03/Final-Draft-Community-Benefits-principles.pdf>)
11. Atlanta BeltLine Subarea 2 Master Plan - https://beltline.org/wp-content/uploads/2020/04/SA2_MasterPlan_Report_V4.pdf

EXHIBIT “B”: WORKFORCE DEVELOPMENT PARTNER RESOURCES

The list below includes some of the organizations that are engaged locally in workforce development and local, small business pipeline development. This list is not exhaustive. Note: Atlanta BeltLine, Inc. is only providing this list as a courtesy and is not requiring the inclusion of any of the following possible partners or specifically recommending any of the partners listed.

Possible Workforce Development Contacts/Partners

[Worksource Atlanta](#)

Sonia Wilson-Westmoreland, swilson-westmoreland@atlantaga.gov

[Construction Education Foundation of Georgia \(CEFGA\)](#)

Veda White, veda.white@cefga.org
678-832-6570

[Atlanta Technical College](#)

Yulonda Beauford, ybeauford@atlantatech.edu
404-225-4488

[Atlanta University Center](#)

Todd Greene, tgreene@aucenter.edu

[Strive Atlanta](#)

Jomal Vailes, jvailes@strive.org
470-616-1225

[Tech Bridge](#)

Karen Cramer, kcramer@techbridge.org

[Generation Atlanta](#)

Roshni Chengappa, roshni@generation.org

Local, Small Business Pipeline Contacts/Partners

[The Guild](#)

Nikishka Iyengar, nikishka.iyengar@gmail.com

[Start: ME Southside](#)

Erin Igleheart, erin.igleheart@emory.edu

[Atlanta Wealth Building Initiative](#)

Letresa Ryan, Letresa@atlantawealthbuilding.org

[Russell Center for Innovation and Entrepreneurship \(RCIE\)](#)

James Bailey, jmbailey@rcie.org

[Georgia Micro Enterprise Network \(GMEN\)](#)

Elizabeth Wilson, gmen.elizabeth@gmail.com

[The Village Market Atlanta](#)

Dr. Lakeysha Hallmon, Lakeysha Hallmon, drkeyhallmon@thevillagemarketatl.com

[Women's Entrepreneurship Initiative \(WEI\) Atlanta](#)

Monica Delores Hooks, Monica@weiatlanta.com

[The Core Venture Studio](#)

James Harris, james@thecoreventures.com

[Center for Civic Innovation – Innovation Fellows](#)

Kyle Kessler, kyle@civicatlanta.org

[Village Micro Fund](#)

Donte Miller, donte@villagemicrofund.com

EXHIBIT “C”: WORKFORCE HOUSING GUIDELINES

1. **Overview**

A key goal of the Atlanta BeltLine is the call for proactive and strategic public and private partnerships supporting a full array of housing programs and incentives. The creation and preservation of affordable housing near the Atlanta BeltLine supports the vitality of communities by providing a diversity of housing options to existing and new residents. In this manner all Atlanta BeltLine communities can enjoy the economic development, jobs, housing, transit, health, social, recreation and mobility aspects of the public’s investment in vibrant, mixed-use mixed-income communities along the corridor. Atlanta BeltLine, Inc. (“ABI”), is the agency entrusted with equitably implementing the Atlanta BeltLine vision, and with respect to housing, satisfying the goal set by the Atlanta City Council of creating or preserving 5,600 affordable units within the BeltLine Tax Allocation District (“TAD”). The Murphy Crossing redevelopment will take place within the TAD and provides a catalytic opportunity to develop a jobs, economic development, and housing node next to the Atlanta BeltLine. In order to ensure housing is a seamless part of a master designed and innovative development, these Workforce Housing Guidelines outline some key provisions for consideration by developers of this RFP.

2. **Inclusionary Zoning**

The Murphy Crossing development is located within the TAD and the Atlanta BeltLine Overlay. As such, it is subject to the City of Atlanta's Inclusionary Zoning Ordinance. This Ordinance is designed to incentivize and provide affordable housing for Atlantans who live and work in the City of Atlanta and to keep Atlanta rents relatively affordable for working individuals and households within the income range of police, firefighters, teachers, City and County employees, and young professionals. The ordinance applies to all new multifamily rental developments, whether stand alone or embedded within mixed-use mixed-income multi-unit buildings, with at least ten units that are located within the BeltLine Overlay District (roughly 1/2 mile on either side of the Atlanta BeltLine trail) (see link for other Inclusionary Zoning information). A strong preference will be given to those proposals that exceed the total number of units that would otherwise be mandated by the Inclusionary Zoning Ordinance. <https://www.atlantaga.gov/home/showdocument?id=38770>
<https://www.atlantaga.gov/government/departments/city-planning/office-of-housing-community-development/inclusionary-zoning-policy>

3. **Financial Keys**

Generally, affordable workforce housing income limits, maximum rents (adjusted for family size) and sales prices for homeownership units shall not exceed the limits published by the U.S. Department of Housing and Urban Development (“HUD”) for its low-income programs. For reference, the 2020 – 2021 HUD income limits chart and maximum rents and sales prices chart are below. This chart is updated by HUD annually. (See <https://www.huduser.gov/portal/datasets/il/il2020/2020summary.odn> and https://www.investatlanta.com/assets/2020_income_rent_max_price_web_5E2zmXD.pdf).

Invest Atlanta Workforce Housing Income Limits and Maximums FY 2020 Multifamily Tax Subsidy Project (MTSP) Income Limit Area FY 2020 Income Limit Area Atlanta-Sandy Springs-Roswell, GA HUD Metro FMR Area Median Income \$82,700 Effective Date April 1, 2020								
Area Median Income (AMI)	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30% AMI	\$17,370	\$19,860	\$22,350	\$24,810	\$26,820	\$28,800	\$30,780	\$32,760
50% AMI	\$28,950	\$33,100	\$37,250	\$41,350	\$44,700	\$48,000	\$51,300	\$54,600
60% AMI	\$34,740	\$39,720	\$44,700	\$49,620	\$53,640	\$57,600	\$61,560	\$65,520
80% AMI	\$46,320	\$52,960	\$59,600	\$66,160	\$71,520	\$76,800	\$82,080	\$87,360
100% AMI	\$57,900	\$66,200	\$74,500	\$82,700	\$89,400	\$96,000	\$102,600	\$109,200
115% AMI	\$66,585	\$76,130	\$85,675	\$95,105	\$102,810	\$110,400	\$117,990	\$125,580
120% AMI	\$69,480	\$79,440	\$89,400	\$99,240	\$107,280	\$115,200	\$123,120	\$131,040
140% AMI	\$81,060	\$92,680	\$104,300	\$115,780	\$125,160	\$134,400	\$143,640	\$152,880
2020 Workforce Rental Housing Maximums								
	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom			
Max Rent at 30% AMI	\$434	\$465	\$558	\$645	\$720			
Max Rent at 50% AMI	\$723	\$775	\$931	\$1,075	\$1,200			
Max Rent at 60% AMI	\$868	\$930	\$1,117	\$1,290	\$1,440			
Max Rent at 80% AMI	\$1,158	\$1,241	\$1,490	\$1,721	\$1,920			
2020 Workforce Owner Housing Maximums								
	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom			
Max Sale Price at 60% AMI	\$104,220	\$111,690	\$134,100	\$154,890	\$172,800			
Max Sale Price at 80% AMI	\$138,960	\$148,920	\$178,800	\$206,520	\$230,400			
Max Sale Price at 100% AMI	\$173,700	\$186,150	\$223,500	\$258,150	\$288,000			
Max Sale Price at 120% AMI	\$208,440	\$223,380	\$268,200	\$309,780	\$345,600			
Max Sale Price at 140% AMI	\$243,180	\$260,610	\$312,900	\$361,410	\$403,200			

A. Rental Housing – Income Limits

To qualify for an Affordable Workforce Rental Unit, the family must, at the time of the execution of the applicable lease, have an income (adjusted for family size) that is equal to or less than 80% of the area median income ("AMI") for the Atlanta-Sandy Springs-Marietta, Georgia HUD Metro FMR Area as published from time to time by the HUD.

An incumbent tenant who elects to remain in possession of a Targeted Rental Unit after expiration of the initial lease period shall be deemed to satisfy the Tenant Qualifications for any and all subsequent rental terms so long as such tenant's income does not exceed 140% of the income limit that would have otherwise been applicable to a new tenant at the commencement of such subsequent rental term.

The maximum monthly rental rate, including all mandatory fees, for an Affordable Workforce Rental Unit or a For-Sale unit shall not exceed 30% of the income qualification determined under the Rental Housing portion of the Income Limits section above, adjusted for family size and number of bedrooms as follows: (i) for studio units, using the one person income limit; (ii) for one bedroom units, using the average of the one and two person income limits; (iii) for two bedroom units, using the three person income limit; (iv) for three bedroom units, using the average of the four and five person income limits, etc.

B. For-Sale Housing

To qualify for an Affordable Workforce For-Sale Unit, the family must, at the time of the execution of the contract for the applicable sale, have an income (adjusted for family size) that does not exceed 120% of the area median income ("AMI") for the Atlanta-Sandy Springs-Marietta, Georgia HUD Metro FMR Area (as published from time to time by the U.S. Department of Housing and Urban Development) (the "Purchaser Qualifications").

Generally, the maximum purchase price for affordable "for sale" units shall not exceed three times the income qualification for 100% of Area Median Income, adjusted for family size and number of bedrooms as follows: (i) for studio units, using the one person income limit; (ii) for one bedroom units, using the average of the one and two person income limits; (iii) for two bedroom units, using the three person income limit; (iv) for three bedroom units, using the average of the four and five person income limits, etc.

If the Offeror chooses to designate some for-sale units at an income limit of 100% of AMI, the associated price shall not exceed three times the income qualification for **80%** of Area Median Income, adjusted for family size and number of bedrooms.

4. Term of Affordability

The affordable workforce units shall remain affordable for at least twenty (20) years with public controls over any decision to convert affordable workforce units into unrestricted units or some other use. There will be a land use agreement or deed restriction on the property (or portion thereof) with respect to the affordable units.

5. Affordable Unit Construction

A. Unit Design

In addition to the design and housing components highlighted in Section 3.2, above, the "Affordable Workforce Units" shall be similar in construction and appearance (e.g., square footage, type and brand of appliances, materials used for countertops, flooring, etc.) to the "Market Rate Units" and shall not be in isolated areas in the Project, but shall be interspersed among Market Rate Units to the extent possible.

B. Unit Mix

The Targeted Units shall reflect the overall unit mix of the project in direct proportion to the unit mix offered by the property. For example, if the project comprises 10% efficiency units, 25% one-bedroom units, 50% two-bedroom units, and 15% three-bedroom units; then the Targeted Units shall reflect a similar distribution. While the minimum requirement is that the mix be like the market rate, it is encouraged to have a higher share of two- and three-bedroom units.

6. Miscellaneous

A. Conversion from Rental to For-Sale Affordable Workforce Housing

Affordable Workforce Rental Units may be sold as "Targeted For-Sale Units." An approved transition plan must be in place for all occupants of "Targeted Rental Units" as well as a right of first refusal to purchase the unit.

B. Monitoring

Compliance monitoring of affordable workforce rental housing units will be monitored. Reporting protocols will be subject to negotiation between the parties.

EXHIBIT “D”: FIRST SOURCE JOB POLICY

Atlanta BeltLine, Inc. (“ABI”) follows the general program requirements of the City of Atlanta’s First Source Jobs Program (see with some important Atlanta BeltLine enhancements as outlined in this RFP). Specific Atlanta BeltLine employment goals will be ultimately negotiated with the selected developer.

https://library.municode.com/ga/atlanta/codes/code_of_ordinances?nodeId=PTIICOORENOR_CH2AD_ARTXIFISOJOPR

ABI will require a First Source Employment Agreement for construction work related to the redevelopment of Murphy Crossing. The First Source Employment Agreement is a contract that is executed by all contractors receiving funds from the BeltLine TAD as a part of their construction contract. It details the responsibilities of contractors and ABI and remedies in the event of default. The Agreement requires that the contractor take certain steps to interview qualified candidates from around the Atlanta BeltLine. The contractor must make good faith efforts to fill 50% of entry level jobs and 20% of all jobs, with people residing in Atlanta BeltLine neighborhoods. The [Construction Education Foundation of Georgia \(CEFGA\)](#) is one of the leading training providers in this space. Periodic reporting to ABI and WorkSource Atlanta (see <https://www.worksourceatlanta.org>) will be required as well.

The First Source Employment Agreement applies to *New Construction Positions*, defined as any non-executive, non-professional engineering, non-office, or non-clerical jobs, or any jobs not filled by full-time employees on the construction contractor's payroll for at least three months prior to the notice to proceed for the Project. Contractors make all hiring decisions and are required to consider qualified candidates, under applicable labor laws. Employers are under no obligation to hire individuals that do not meet the job qualifications. The primary contractor is responsible for ensuring subcontractors meet all the requirements detailed in the First Source Employment Agreement. ABI expects, however, that reporting for subcontractors be channeled through the prime contractor. Non-compliance with the Agreement can result in withholding up to 10% of project costs.

In addition to CEFGA, ABI will require the Successful Offeror to use ABI’s new collaboration with Strive Atlanta and its proven five-pillar model for individuals toward a clear pathway to long-term career success for applicable jobs. (See <https://beltline.org/2020/08/20/atlanta-beltline-partners-with-strive-to-provide-workforce-opportunities/>). The Strive Atlanta model will provide residents with skills they need to secure family-sustaining jobs so they can live, work, and thrive along the BeltLine transportation corridor. Concurrently, it will give BeltLine businesses access to nearby employees who are ready to work.



COMMUNITY BENEFITS GUIDING PRINCIPLES

The Guiding Principles are a broad set of principles developed to encourage, influence and support the provision of community benefits. The Community Benefits Guiding Principles were developed with input from the community and with input from the developer community. The guiding principles coupled with other implementation tools will insure that these principles are promoted in developments over the life of the project.

1. MIXED-INCOME HOUSING

Housing within the BeltLine TAD should be mixed-income and built with the highest standards for quality and sustainability. LEED, Earth Craft and Energy Star certification is desirable whenever possible. A certain number of units should be ADA accessible.

2. TRANSPORTATION INFRASTRUCTURE

Encourage alternatives to surface parking lots such as shared parking decks, hidden decks, and multi-storied decks above and below ground. Provide bicycle racks at all new developments and facilitate pedestrian movement through improved streetscapes, intersections and trails.

3. ALTERNATIVE TRANSPORTATION and CONNECTIVITY

All development should be pedestrian-friendly and accommodating to all modes of alternative transportation such as bikes, roller blades and wheelchairs. Every effort should be made to extend and connect each new development to the BeltLine’s public realm with emphasis on this alternative transportation model. Encourage private developments to connect with each other, further connecting communities to communities.

4. GREEN SPACE and ENVIRONMENTAL SUSTAINABILITY

All efforts should be made to preserve existing green space and increase the quantity and quality of BeltLine parks. Specific guidelines and practices should be developed to utilize Atlanta’s citywide infrastructure of streams and creeks, incorporating them into new developments as green space amenities. (For generations, these assets have been ignored and exploited as dumping grounds).

5. MULTI-USE DEVELOPMENT

Multi-use development should be encouraged wherever possible and special consideration should be given to retaining desirable small businesses and retail

establishments. Encourage new ventures currently absent from the community such as educational institutions, social and medical services and nonprofits.

6. BUSINESS and ECONOMIC DEVELOPMENT

Provide incentives and subsidies to encourage development that will provide unmet community services, such as grocery stores, urban farmers markets and pharmacies. Encourage employment opportunities for all ages and all levels of skills and experience within these new businesses.

7. GREEN BUILDING and GREEN JOBS

Increase opportunities for new green jobs, particularly by encouraging all new BeltLine construction to meet sustainability criteria, such as LEED, Earth Craft or Energy Star certification, and incorporate on-site renewable energy technologies whenever feasible. Consider incentives for attaining higher levels of certification such as LEED silver, gold and platinum wherever possible. Provide trash and recycling containers in appropriate places, particularly in public places.

8. PUBLIC SAFETY

Provide pedestrian and other lighting to promote safety, while preserving the night sky by directing night lighting downward. Whenever possible, incorporate public safety services into any development such as police mini-precincts and allow for designated police parking with the precinct. Encourage planning of all new developments to incorporate Crime Prevention through Environmental Design principles (CPTED).

9. NEIGHBORHOOD, CIVIC LIFE and PUBLIC GATHERING PLACES

Whenever possible, encourage developments of a particular size and type to provide public gathering places, large and small and make meeting space available to neighborhood and civic organizations. Priority should be given to adaptive reuse of existing structures already identified as having historic merit.

10. TECHNOLOGY

In an effort to bridge the digital divide, access to current technology should be encouraged in new multi-family residential developments such as high-speed internet, Wi-Fi access and other technological advancements as they become prevalent over time.

11. APPEARANCE and UTILITIES

All development should be encouraged to bury utilities underground and facilitate additional beautification measures throughout the BeltLine corridor with an emphasis on litter control and removal.

*Also see <https://beltlineorg-wpengine.netdna-ssl.com/wp-content/uploads/2016/10/Community-Benefits-Agreement-Resolution-and-Principles.pdf> and <http://beltline.org/wp-content/uploads/2012/03/Final-Draft-Community-Benefits-principles.pdf>

EXHIBIT “F”: ATLANTA BELTLINE, INC. CODE OF ETHICS

The following is the Code of Ethics (the “Code”) to which employees of the Atlanta BeltLine, Inc. (“ABI”) are held accountable. The Code is not intended to serve as a comprehensive rulebook but, rather, as a guide to help an individual make the ethical choice. Each employee should use good business judgment in his or her actions to prevent ethical issues.

The purpose of the Code is to protect ABI by prohibiting any employee of ABI from engaging in activities that would hinder the integrity of the organization. The Code establishes the highest standards of honesty and independence. It recognizes that each employee of ABI must avoid even the appearance of impropriety in any business dealings.

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

Definitions

- Celebration - refers to closing dinners and program celebrations, ribbon cuttings, grand openings, etc.
- City - refers to the City of Atlanta.
- Code - refers to this Code of Ethics for the Atlanta BeltLine, Inc.
- Contractors - refers to all persons and entities that furnish products and/or services to ABI under an agreement.
- Covered Persons - refers to ABI’s board members, officers, and employees, both full and part-time.
- Ethics Officer - refers to the General Counsel of the Atlanta BeltLine, Inc.
- Family Member - refers to a Covered Person’s spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, domestic partner or a person living in a stable family relationship with any employee. It also includes members of a Covered Person’s household, whether or not they are related to the Covered Person.
- State - refers to the State of Georgia.

General

It is essential to the proper operation of ABI that Covered Persons be independent, impartial, and, at all times, act to avoid conflict of interest, impropriety or the appearance of impropriety when acting for or on behalf of ABI. All actions taken and programs administered by ABI shall be transparent to the general public and adhere to established processes and procedures.

Fiduciary Duty

As a fiduciary of ABI, every Covered Person shall exercise good faith when acting on behalf of ABI. Covered Persons owe a duty to ABI to advance ABI's legitimate interests when the opportunity to do so arises. Covered Persons should avoid situations that influence their ability to act solely in the best interests of ABI or interfere with their objectivity.

Conflicting Interest

A Covered Person is deemed to have a conflicting interest in a decision or action if he or she or a Family Member has a personal or financial interest in that decision or action. A personal interest is any interest arising from relationships with Family, business, partnership, or corporate associations. A financial interest is one which shall yield, directly or indirectly, a monetary or other benefit to the Covered Person or Family Member.

Participation in ABI Programs

Covered Persons and Family Members are prohibited from participating in any program of ABI for which the Covered Person has a direct responsibility, oversight, audit or decision-making authority. To the extent a Covered Person is permitted to participate in a program of ABI, ABI will not grant a discount, waive fees or make adjustments from established market rates.

Participation in Celebrations

Covered Persons are allowed to participate in Celebrations where ABI has contributed to the matter being celebrated and participants are customarily invited to attend the Celebration.

Requirement to Disclose

Covered Persons are required to disclose any personal or financial interest and any situations that would reasonably give rise to a conflict of interest. This disclosure must be made in writing prior to participating in any decision or action, unless the disclosure occurs in a public meeting where there is a public record.

A Covered Person shall not vote for or against, discuss, decide, remain present in a meeting during a discussion or otherwise participate in a matter in which he or she has a conflicting personal or financial interest except by express approval of the Ethics Officer.

Improper Influence

No Covered Person shall attempt to use his or her position to influence any ABI decision or action relating to an organization, entity or activity in which he or she knows or has reason to know that he or she or a Family Member has a personal or financial interest.

Corporate Opportunity

Covered Persons are prohibited from personally taking opportunities that are discovered through his or her position with ABI, using ABI's property or information for personal gain, or personally competing with ABI for business opportunities.

Confidential Information

No Covered Person shall disclose confidential information regarding the property, operations, policies, or affairs of ABI, except when authorized or required to do so by state or federal law, court order, or lawful subpoena. No Covered Person shall use confidential information acquired in an official capacity to advance the financial or personal interest of the Covered Person where such interest would conflict with the legitimate interests of ABI.

Anti-Discrimination Policy

ABI will not discriminate against any program applicant, partner, client, potential client, vendor, potential vendor, employee, or applicant for employment on the basis of race, sex, age, color, religion, national origin, marital status, disability status, veteran status, sexual orientation, or any other basis prohibited by federal, state or local law.

Philanthropic or political preferences and campaign contributions, activities or sponsorships are personal and are not considered conditions of employment or promotion by ABI. No Covered Person shall compel, coerce, or intimidate any other Covered Person to make or refrain from making a philanthropic or political contribution.

Employee-Related Matters

Business Gifts

Employees must avoid situations that compromise, or even appear to compromise, ABI's ability to make objective and fair business decisions. As a result, ABI employees are not allowed to accept any gifts or entertainment from any Contractor or potential business vendor unless it:

- Is not a cash gift,
- Is consistent with customary business practice,
- Is ordinary and reasonable; and
- Does not otherwise violate any federal, state, or local law.

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

Discounts

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

Honoraria for Speeches & Articles

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

Nepotism

ABI may employ Family Members as long as such employment does not create a conflict of interest. ABI will not employ a Family Member if his or her work responsibilities, hours, salary, benefits, or other terms of

employment could be influenced by the Covered Person that he or she is related to.

If two employees marry while employed or become part of the same household, then they will be treated in accordance with this section. Any conflict will be dealt with by ABI and may result in termination of employment for one or both employees based solely on the decision by ABI's President and CEO.

Contractual Matters

ABI will not make payments to or receive payments from any party in order to induce the award of a contract or the extension of favorable rates. These types of payments are deemed to be bribes and may subject the violator to criminal sanctions.

Code of Violations

Ethics Officer

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

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

Reporting Violations

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

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

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

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

Investigations and Hearings

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

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

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

In the event that the President and CEO recommends termination of an employee or removal of a member of the Board of Directors for violation of the Ethics Policy and/or other ABI policies and procedures, the employee or board member may appeal said action to the full Board of Directors. The appeal will not be a full evidentiary hearing before the Board of Directors, only a review of the process and the disciplinary action. If the matter involves a member of the Board of Directors, the board member who is subject of the complaint shall not have a vote in the decision regarding the appeal of a disciplinary sanction against him or her. The decision of the Board of Directors shall be final.

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**EXHIBIT “G”: TERM SHEET FOR PROPERTY LOCATED AT 1050 MURPHY AVENUE SW,
ATLANTA, GA 30310**

1. PURCHASE PRICE

Purchase price to be mutually agreed upon by Seller and Purchaser as a result of Purchaser’s proposal in response to this RFP.

2. AGREEMENT

Seller will deliver to Purchaser a draft of the purchase and sale agreement, lease agreement or option agreement, as the case may be, (“Agreement”) within ten (10) business days of reaching final terms and executing the Term Sheet pursuant to the RFP and Purchaser’s proposal.

3. EARNEST MONEY

As a good-faith commitment to proceed, a Fifty Thousand and No/100 Dollars (\$50,000 US) nonrefundable earnest money deposit or option price, as applicable, will be required upon the execution of any Agreement that results from the submission of a proposal by Purchaser in connection with this RFP. The non-refundable deposit or option price will be applied to the purchase price upon closing on the sale or lease of the Property.

4. DELIVERIES BY SELLER

To the extent the same exists and are in Seller’s possession or have been provided, Seller covenants to deliver the following at its sole cost and expense to Purchaser no later than ten (10) business days after the Effective Date (to be defined in the Agreement):

- A. A copy of any applicable (as determined by ABI) environmental report and any environmental insurance information regarding the Property in Seller's possession, if any.
- B. A legible copy of the most recent survey of the Property in Seller’s possession, and a copy of the most recent owner’s title insurance policies with respect to the Property in Seller’s possession, together with copies of all exceptions specified therein, if in Seller’s possession.
- C. A copy of any soils reports on the Property in Seller's possession, if any.
- D. All engineering reports, title insurance commitments and policies and title exception documents, site plans, warranties, guaranties, appraisals, operating contracts, leases, utility bills, permits, plans, maps, topographic and tree surveys, geotechnical reports, building requirements, zoning information, traffic studies and wetlands reports in Seller's possession, if any, with respect to all or any part of the Property.
- E. Copies of all approvals from any governmental entities in Seller's possession, if any, with respect to all or any part of the Property.
- F. Copies of all contracts affecting the Property, in Seller's possession, if any, with respect to all or any part of the Property.
- G. Copies of all utility capacity letters in Seller’s possession, if any, with respect to all or any part of the Property.

H. Except for Seller's Covenants, Representations and Warranties contained herein, Seller makes no representation or warranty, express, written, oral, statutory, or implied in providing the delivery items to Purchaser, and all such representations, and warranties are hereby expressly excluded and disclaimed. All delivery items are provided for informational purposes only and, together with all third-party reports, shall be returned by Purchaser to Seller (or the destruction thereof shall be certified in writing by Purchaser to Seller) if the Agreement that results from the submission of a proposal by Purchaser in connection with this RFP is terminated for any reason. Recognizing that the delivery items delivered or made available by Seller, pursuant to the Agreement that results from the submission of a proposal by Purchaser in connection with this RFP may not be complete or constitute all of such documents which are in Seller's possession or control, but are those that are readily and reasonably available to Seller, Purchaser shall not in any way be entitled to rely upon the completeness or accuracy of the delivery items, and will instead in all other instances rely exclusively on its own inspections and consultants with respect to all matters which it deems relevant to its decision to acquire, own and operate the Property.

5. COVENANTS, REPRESENTATIONS AND WARRANTIES

Seller and Purchaser shall make typical and reasonable covenants, representations and warranties with respect to the organization, authority and good standing of the parties including, the absence of liens or outstanding litigation against the Seller or the Property.

6. CLOSING

Closing shall occur at the Seller's attorney's office at a date determined through the negotiation process.

Drafts of the closing documents shall be prepared by Purchaser's counsel and submitted to Seller's counsel for review and approval not later than five (5) business days prior to the Closing Date.

At Closing, Seller shall pay the transfer tax incident to the Deed and any other costs incurred by Seller, such as its attorney's fees. At Closing, Purchaser shall pay its closing expenses with respect to the closing of the transaction contemplated herein, including, without limitation, the cost of any survey obtained by Purchaser, recording fees, the cost of a title examination, the premium incident to any title insurance policy to be issued to Purchaser, and its attorney's fees. Seller and Purchaser shall each pay one half (1/2) of any escrow fees charged by Escrow Agent.

7. EASEMENTS

Certain easements shall be granted by Purchaser to Seller, including, but not limited to:

- A. A duly executed recordable document granting to Seller for the benefit of the Atlanta BeltLine project construction, access, and other easements as determined to be reasonably needed to advance the Atlanta BeltLine project.

- B. A duly executed recordable document granting to Seller for the benefit of the Atlanta BeltLine project a noise and vibration easement used by ABI for developments along the Atlanta BeltLine corridor.

8. SURVEY AND TITLE

Purchaser, at purchaser's expense, shall obtain a survey (the "Survey") of the Property desired by Purchaser. The legal description contained in the Deed shall be that created from the survey and included in Appendix B attached thereto.

Title to the Property shall be conveyed by a limited warranty deed (herein called the "Deed") which will (i) contain a limited warranty of title to the effect that Seller will warrant title to the Purchaser as against any claim by any person owning, holding, or claiming by, through or under Seller, but not otherwise; and (ii) be subject to certain permitted exceptions.

9. APPORTIONMENTS

Seller shall be entitled to receive any income in respect of the Property and shall be obligated to pay all expenses in respect of the Property for all time periods prior to and including the day prior to the closing date. Purchaser shall be entitled to receive all such income and shall be obligated to pay all such expenses for all time periods commencing with the closing date. In the event that any income or any expense item relating to the period prior to the closing date is received or appears after the closing, such item(s) shall be adjusted between the Seller and the Purchaser within ten (10) days after such is discovered.

10. BROKERS

Seller and Purchaser each hereby covenants and warrants to the other that the warranting party has not dealt with any real estate agent or broker in connection with the transaction contemplated in this by these Terms and Conditions and any resulting Agreement. In the event any claim(s) for real estate commissions, fees or compensation arise in connection with this these Terms and Conditions and any resulting Agreement and the transaction contemplated herein, Purchaser and Seller further covenant and agree that the party so incurring or causing such claim(s) shall indemnify, defend and hold harmless the other party from any loss, claim or damage which the other party suffers because of said claim(s). The provisions of this Section 10 shall survive the closing or any earlier termination of any Agreement that results from the submission of a proposal by Purchaser in connection with this RFP.

11. "AS IS" SALE

Purchaser acknowledges that, neither Seller, nor anyone acting or claiming to act for or on behalf of Seller, has made any representations, warranties, promises, or statements to Purchaser concerning the Property. Purchaser further acknowledges and agrees that all material matters relating to the Property will be independently verified by Purchaser to its full satisfaction within the time provided under these Terms and Conditions and any resulting Agreement, that Purchaser will be acquiring the Property based solely upon and in reliance on its own inspections, analyses and conclusions, and that if Purchaser acquires the Property, it will acquire the Property in the

Property's "AS-IS" condition and "AS-IS" state of repair inclusive of all faults and defects, whether latent or patent, or known or unknown.

Purchaser further acknowledges and agrees that any written disclosures given by Seller are given for disclosure purposes only and that they do not constitute representations or warranties that any adverse conditions so disclosed to Purchaser are the only adverse conditions that may exist at or otherwise affect the Property and, without limiting the scope or generality of this Article XVI, Purchaser expressly assumes the risk that adverse physical, environmental, financial and legal conditions may not be revealed by Purchaser's inspection and evaluation of the Property or any other material matters.

Except as specifically provided herein, Purchaser hereby fully and forever waives, and Seller hereby fully and forever disclaims, all warranties and representations not expressly set forth herein, of whatever type or kind with respect to the Property, whether express, implied or otherwise including, without limitation, those of fitness for a particular purpose, tenant ability, habitability, or use.

Purchaser further acknowledges that any third party information, including without limitation any engineering reports, architectural reports, feasibility reports, marketing reports, soils reports, environmental reports, analyses or data, or other similar reports, analyses, data or information of whatever type or kind which Purchaser has received or may hereafter receive from Seller, its agents, its consultants, or anyone acting or claiming to act on its behalf are furnished without warranty of any kind and with no representation by Seller as to their completeness or accuracy (except that Seller is providing such information to Purchaser in good faith and with no basis in Seller's actual knowledge to believe that such information is not accurate or misleading as provided herein) and on the express condition that Purchaser shall make its own independent verification of the accuracy, reliability and sufficiency of such information and that Purchaser will not rely thereon. Accordingly, Purchaser agrees that under no circumstances will it make any claim, directly or indirectly, against, bring any action, cause of action or proceeding against, or assert any liability upon, Seller, its agents, consultants, contractors, or any other persons who prepared or furnished any of the information to Purchaser hereunder as a result of the inaccuracy, unreliability or insufficiency of, or any defect or mistake in, any of the third party information provided to Purchaser hereunder.

12. CONFIDENTIALITY

The parties agree that, except to the extent required by law, until closing, they will not permit any of their affiliates, directors, officers, employees, representatives, or agents to disclose any information pertaining to the terms of any Agreement resulting from the submission of a proposal in response to this RFP, without written consent from the other party.

13. MISCELLANEOUS

This term sheet does not constitute a legally binding Agreement but is intended to act as the framework for creation of a legally binding Agreement between the parties.

END OF RFP DOCUMENT