

REQUEST FOR PROPOSALS

**FOR THE MIXED-USE
REDEVELOPMENT OF 50 SUNSET AVE.
AND 41 GRIFFIN ST.**

RELEASE DATE: February 14th, 2025

RESPONSES DUE: March 19th, 2025

**PREPARED BY:
THE ATLANTA DEVELOPMENT AUTHORITY
D/B/A INVEST ATLANTA**



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INTRODUCTION

Invest Atlanta (“IA”) is soliciting competitive, sealed responses (“Responses”) from interested and qualified developers or team of consultants (each, a “Respondent”) for the purpose of ground leasing and redeveloping 50 Sunset Avenue and 41 Griffin Street (hereinafter, the “Site”), located in the Vine City neighborhood. A single qualified Respondent will be selected as a Development Partner for the properties described in Section III Scope of Work with the intent to enter into a master development and ground lease agreement.

Respondents shall be selected and determined through IA’s review of each response, considering the factors identified in this Request for Proposals (“RFP”) and any other factors that it considers relevant to serving the best interest of IA and its mission. Nothing in this RFP shall be construed to create any legal obligation on the part of Invest Atlanta or any respondents. Invest Atlanta reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall Invest Atlanta be liable to respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. All supporting documentation submitted in response to this RFP will become the property of Invest Atlanta. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.

SECTION I PROJECT DESCRIPTION

SECTION 1.1 BACKGROUND

Invest Atlanta has been created and exists under and by virtue of the Development Authorities Law, activated by a resolution of the City Council of Atlanta, Georgia (the “City”), and currently operates as a public body corporate and politic of the State of Georgia. Invest Atlanta was created to promote the revitalization and growth of the city and serves as the City’s Economic Development Agency. Invest Atlanta represents a consolidation of the City’s economic and community development efforts in real estate, finance, marketing, and employment, to provide a focal point for improving the City’s neighborhoods and the quality of life for all its citizens.

In 2014, Invest Atlanta acquired the Site formally owned by Morris Brown College. The site is uniquely located in the Historic Vine City neighborhood and adjacent to the Atlanta University Center – a cluster of five historically black colleges and universities. Historically, the neighborhood is considered the epicenter of the Civil Rights Movement and was home to prominent leaders including Martin Luther King, Jr, Maynard Jackson, Julian Bond, and Alonzo Herndon.

In 2018, the Westside Land Use Framework was adopted to provide guidance for development in English Avenue, Vine City, Atlanta University Center and Ashview Heights neighborhoods. As a result of this engagement with residents and community stakeholders, the following priorities and goals were identified:

- Minimize displacement of long-time residents
- Preserve the neighborhood’s historical sites and connections to the Civil Rights Movement
- Foster continuity in design with the existing neighborhood aesthetic
- Provide appropriately scaled density in accordance with the neighborhood’s adopted plan
- Address stormwater management within the development
- Create pedestrian and bike-oriented infrastructure

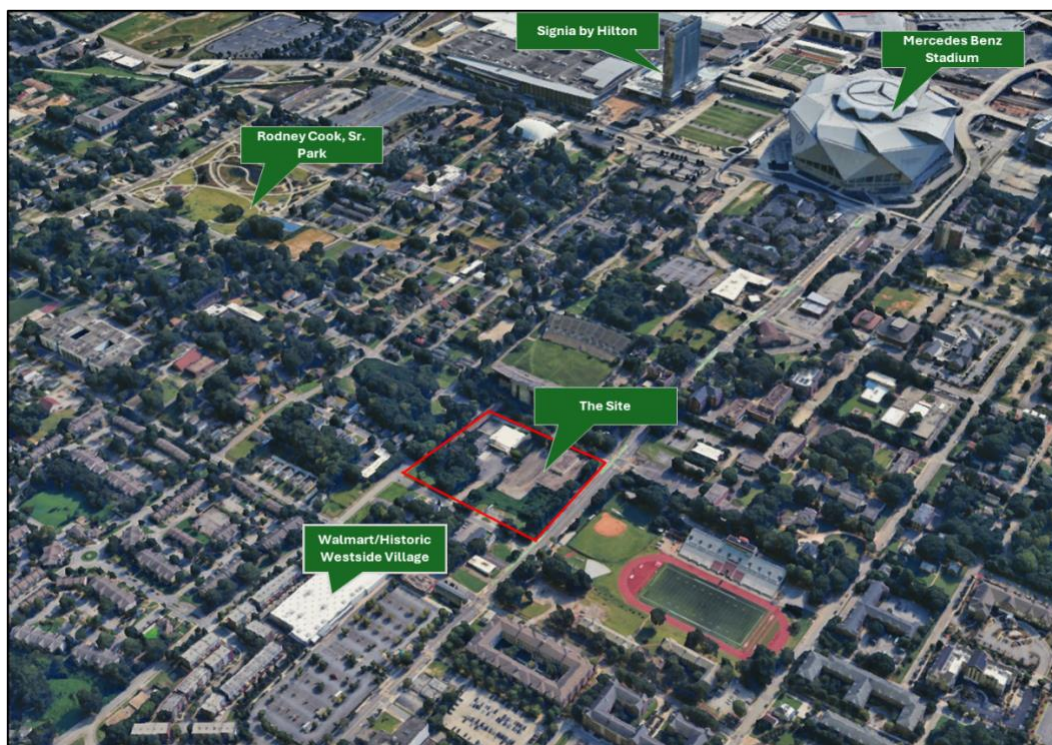
The Sites’ historical context and the neighborhood’s existing redevelopment plans should be strong considerations for successful proposals.

SECTION 1.2 SITE OVERVIEW

The Site is comprised of two (2) parcels located at 50 Sunset Avenue (1401100010172) and 41 Griffin Street (14011000101806), attached hereto as **Exhibit A: Legal Description**. The combined parcels are 7.59- acres and are zoned SPI-19 SA3. The Site is to be ground leased “AS IS.”

The Site is located west of downtown Atlanta, in proximity to Rodney Cook, Sr. Park; the Mercedes-Benz Stadium; Signia by Hilton at the Georgia World Congress Center; the YMCA of Metro Atlanta Headquarters; and The Center for Civil and Human Rights. Other catalytic developments currently underway include Centennial Yards, Herndon Square, Science Square, and numerous infill developments in Vine City and English Avenue. The Site is in walking distance to the Ashby and Vine City MARTA stations.

Figure 1: Aerial View of the Site



SECTION 1.3 EXISTING SITE CONDITIONS

There are currently two buildings on the Site - the former Morris Brown Student Center (aka the Hickman Center) and the Morris Brown US Postal Service facility. The student center was built in 1973 and is approximately 64,266 square feet. The student center building is four stories tall and is rectangular in plan, approximately 100-feet by 200-feet in plan. The structural framing of the building primarily consists of a reinforced concrete pan joist system with reinforced concrete columns.

The facility has experienced deterioration due to long-term vacancy and fire damage. However, a structural assessment of the building was conducted in August 2024 and no severe or systemic structural deterioration conditions were identified. Although it is not a requirement, Respondents may explore the viability of preserving the existing structure to provide an adaptive reuse of the space.

Figure 2. Hickman Center Aerial



Figure 3. Street View of Hickman Center



Figure 4: Rear view of Hickman Center along Sunset Avenue

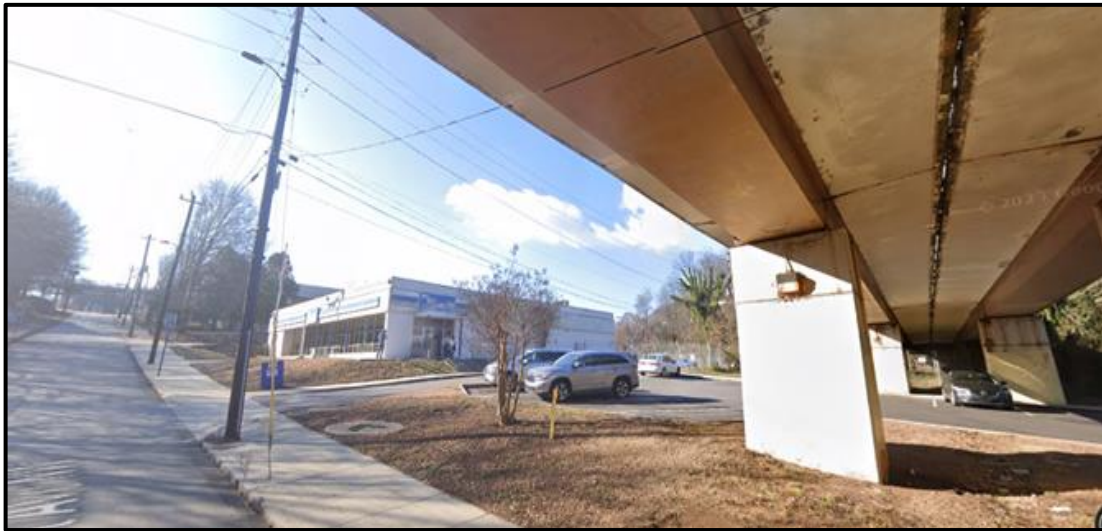


Figure 5: Rear view of student center along Griffin Avenue



The Post Office was built in 1969 and is approximately 9,449 square feet. The facility is adjacent to a MARTA rail line that runs east to west across the Site. There is no requirement to consider the preservation of the current Post Office building. However, the continuity and use of a Post Office must be integrated into the proposed development. The US Postal Service has a leasehold agreement through June 30, 2027, and Invest Atlanta anticipates the tenant will remain in place.

Figure 6: View of US Postal Service Office located at 50 Sunset Avenue



In addition to the existing structures on the Site, there is a sewer line intersecting the property at 41 Griffin Street that runs north to south. Proposals will need to explore an approach to developing the Site that appropriately accounts for the properties underlying infrastructure.

Figure 7: Diagram of Sewer Line



SECTION 1.4 KEY PRIORITIES & OBJECTIVES

Successful proposals will deliver a response that addresses the key priorities and objectives outlined below:

- a. Integrate Design with Neighborhood and Historical Context: Develop a state-of-the-art mixed-use development that aligns with the overall goals of redevelopment for the area while preserving the neighborhood's historical sites, connections to the Civil Rights Movement, and ensuring design continuity with the existing aesthetic. Successful proposals should demonstrate an understanding of the neighborhood's current design features along with the significant historical points of interest and/or other landmarks near the Site, and work to integrate features into the development that align with these characteristics.
- b. Promote, Sustainable, Community-Focused Development: Ensure the project addresses stormwater management while supporting the activation of greenspace that is inclusive of pedestrian and bike-oriented infrastructure. The project must also provide appropriately scaled density in line with the neighborhood's adopted plan and other proposed or future public works projects that are under consideration.
- c. Provide an Appropriate Mix of Housing Options with Varying Levels of Affordability: The project approach must minimize displacement of long-time residents and address community needs for quality affordable housing. As such the project must include a range of housing options that meet the needs of existing and future residents by providing a residential unit mix with at minimum of 40% restricted to households at 80% of AMI or below.
- d. Create Affordable Commercial Retail Space for Small Local Businesses: The project seeks to promote economic growth that equips small local businesses to serve the surrounding community. Therefore, a portion (at least 20% of the gross leasable area) of the commercial space available at the Site will need to be offered at a 20% reduction of market rents in order to meet the needs of small businesses operators.

SECTION II TIMELINE OF EVENTS AND SUBMISSION INSTRUCTIONS

SECTION 2.1 INQUIRIES AND PROCESS TIMELINE

Only inquiries received electronically will receive a response. Do not contact any Invest Atlanta staff with questions or comments pertaining to this RFP. All such inquiries must be delivered by **5:00PM., February 27, 2025**, to the issuing officer WestsideRFP@investatlanta.com. Inquiries received after such a date and time will not receive a response. Invest Atlanta will publish all timely written inquiries as an Addendum to this RFP on Invest Atlanta's website (www.investatlanta.com) on **March 5, 2025**.

<u>Due Date</u>	<u>Action Required</u>
Friday, February 14, 2025	Release of RFP
Tuesday February 25, 2025, at 1:00PM-3:00PMEST	Informational Session/Site Tour (in person)
Thursday, February 27, 2025, at 5:00PM EST	Written questions due to Invest Atlanta
Wednesday, March 5, 2025	Responses to written questions posted
Wednesday March 19, 2025, at 5:00PM EST	RFP Submittals due to Invest Atlanta
Month of April 2025	Proposals Scoring & Candidate Interviews
Month of May 2025	Anticipated Selection/Award & Board Authorization

SECTION 2.2 TOUR INSTRUCTIONS

Respondents are required to attend a tour of the Site, which will occur on **February 25, 2025**. The tour will begin at 1:00PM and end no later than 3:00PM. In the event a respondent or a member of the respondent team elects to tour the existing buildings, the following is required:

1. All individuals will need to sign the City's and/or Invest Atlanta's waiver release and indemnity of liability before entering the building.
2. All individuals will be responsible for, at his or her sole expense, providing and wearing their own protective gear, such as a mask, goggles, and/or protective clothing.
3. All individuals will be responsible for, at his or her sole expense, bringing their own flashlight.
4. All individuals are strongly encouraged to wear boots
5. All individuals agree not to disturb any structures or personal property.

For additional questions regarding the tour, please contact Lazerick Russell, Procurement Manager, at russell@investatlanta.com

SECTION 2.3 SUBMISSION INSTRUCTIONS

Responses to this Request for Proposals must be submitted electronically via email on or before the submission deadline at **5:00PM on March 19, 2025**. Submissions must be transmitted to the issuing officer at WestsideRFP@investatlanta.com. Proposals received after the deadline will not be considered.

Proposals should include all identified components, including responses to:

- Mandatory Requirements & Mandatory Scored Requirements
- Exhibit B: Preliminary Offer
- All applicable Additional Requirements and Forms as described in Section 4.6

By submitting a response to the RFP, the Respondent is acknowledging that the Respondent 1) has read the information and instructions; and 2) agrees to comply with the information and instructions contained herein.

From the time of release of this RFP through the conclusion of the selection process, there shall be no communication between any Respondents and/or their lobbyist or authorized/unauthorized agent(s) with any staff of the City, IA or the Atlanta Development Authority ("ADA"), any elected or appointed official of the City, IA, ADA and/or their staff or financial advisor, except as provided for in the RFP, unless such communication is initiated by IA and is unrelated to this RFP process. Any violation of this provision by any Respondent and/or its lobbyist or authorized/unauthorized agent(s) shall be immediate grounds for disqualification for award of a contract in connection with this RFP.

The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A §50-18-70, et seq., require certain public records be made available for public inspection. Even though information (financial or other information) submitted by a Respondent may be marked as "confidential", "proprietary", etc., Invest Atlanta will make its own determination regarding what information may or may not be withheld from disclosure.

SECTION III SCOPE OF WORK

SECTION 3.1 DEVELOPMENT APPROACH

Each Respondent to this RFP is responsible for conducting their own due diligence. As previously mentioned, the Site is to be ground leased "AS IS." The term of the awarded contract will align with the agreed upon construction schedule proposed by the successful Respondent. The selected Developer will be responsible for the planning, design, construction, and operation of the redeveloped Site, including housing, greenspace, retail, and office space. The redevelopment must efficiently accommodate the needs of residents, shoppers, and office workers, ensuring smooth traffic flow, safety, and user convenience. The Developer will coordinate with architects, engineers, contractors, and stakeholders to deliver a high-quality, sustainable, and cost-effective redevelopment.

In addition to the criteria mentioned above, Invest Atlanta is seeking to achieve the desired outcomes outlined here:

- Minimize Displacement and Preserve Historical Significance: Ensure that long-time residents can remain in the neighborhood and benefit from the redevelopment, while protecting and honoring the area's historical sites and connections to the Civil Rights Movement.
- Foster Continuity in Design with the Existing Neighborhood Aesthetic: Ensure that the redeveloped Site complements and enhances the existing architectural style and character of the neighborhood, maintaining consistency in style, materials, and scale.
- Provide Appropriately Scaled Density in Accordance with the Neighborhood's Adopted Plan: Develop the Site in a way that respects the neighborhood's planning guidelines, supporting sustainable growth without overwhelming existing infrastructure.
- Long-Term Durability and Sustainability: The Project should consider opportunities to incorporate sustainable building practices inclusive of energy-efficient systems and the use of materials that require low-cost maintenance. Successful proposals will align with the broader sustainability goals of the Project and potentially result in a recognized green building certification.
- Enhanced Connectivity and Active Transportation: Sustainable infrastructure is developed that promotes walking and cycling, enhancing connectivity and reducing reliance on cars through pedestrian-friendly pathways and bike lanes.

- Commitment to M/FBE Participation: The redevelopment will promote diversity, equity, and inclusion, ensuring that the economic benefits of the project are shared broadly within the community and strengthen the overall economic and social fabric of the neighborhood.

SECTION 3.2 ANTICIPATED DEVELOPMENT PHASES

Specifically, the selected Developer will be required to carry out the following activities over the life of the Project, as described below:

PHASE 1: PLANNING & PRE-DEVELOPMENT

- Feasibility Study and Site Analysis. Assess the viability and cost effectiveness of redeveloping the student center in order to provide an adaptive reuse of the building (maintaining the existing improvement is optional and not mandatory). Explore appropriate options that support the postal service operations at the Site. Analyze site conditions, including soil quality, topography, environmental impact, and existing infrastructure.
- Stakeholder Engagement. Engage with key stakeholders, including city officials, community members, and potential tenants. Gather input on final design preferences, address community concerns, and align the project with local development goals. Facilitate workshops or public meetings as needed.
- Design and Conceptual Planning. Develop initial design concepts. Create conceptual drawings and site plans that consider capacity, circulation, access points, and integration with residential, retail, and office components. A preliminary conceptual design and site plan must be included as a part of the response to this RFP. (See *Section IV Technical Requirements, Mandatory Scored Requirements*).
- Affordable Housing Component. The Site must include a mix of housing options and achieve a minimum of 40% of units that are restricted to households earning 80% of area median income or below.
- Retail Space. The Site is located along Martin Luther King, Jr. Drive, a major commercial corridor. Ideally, a ground floor retail and other commercial component should be integrated into the Project.
- Greenspace. Create greenspace to provide recreational opportunities and enhance the quality of life for the public. Additionally, the design will prioritize safety, accessibility, and develop a sense of place.

PHASE 2: DESIGN DEVELOPMENT

- Architectural Design. Refine the initial concept into a detailed design, including structural elements, facades, access points, wayfinding and connections to adjacent buildings. Coordinate design elements appropriately ensuring that the Site's design is aligned with the residential, retail, and greenspace components.
- Structural Engineering. Conduct structural engineering analysis and design. Design the structural framework of the Site, considering load-bearing capacities, seismic considerations, and long-term durability. Ensure structural elements are integrated into the overall design.
- Mechanical, Electrical, and Plumbing (MEP) Design. Design MEP systems for the Site. Develop plans for ventilation, lighting, fire protection, and drainage systems. Ensure that MEP systems are energy-efficient and comply with City of Atlanta ordinances.

- Sustainability and Green Building Design. Integrate sustainable design features. Explore opportunities to incorporate green building practices, such as solar panels, electric vehicle charging stations, and water recycling systems.

PHASE 3: CONSTRUCTION DOCUMENTATION & PROCUREMENT

- Construction Documentation. Develop comprehensive construction documents. Create detailed blueprints, specifications, and schedules for construction outlining all aspects of the project, including materials, methods, and quality standards.
- Bidding and Contractor Selection. Solicit bids from qualified subcontractors. Exercise best efforts to achieve a minimum participation goal. Issue a request for bids based on the construction documents and select contractors with the necessary experience and capabilities. Use best efforts to meet overall EBO goals of the City by providing ample opportunities for MBE's and SBE's to participate and benefit from the project.
- Procurement of Materials and Equipment. Order materials and equipment for construction. Coordinate the procurement of structural steel, concrete, MEP components, and other materials. Ensure timely delivery to the site to maintain the project schedule. Implement fair and transparent procurement practices to eliminate barriers and biases that may prevent equal participation.
- Regulatory Approvals and Permitting. Secure all necessary regulatory approvals and permits. Submit plans to local authorities for zoning approval, environmental clearances, and building permits. Coordinate with government agencies to ensure compliance with all relevant regulations.
- Construction Planning and Scheduling. Develop a detailed construction schedule. Plan the sequence of construction activities, including site preparation, foundation work, and vertical construction. Establish milestones and deadlines to ensure timely completion.

PHASE 4: CONSTRUCTION

- Site Preparation. Prepare the site for construction. Clear the site, grade the land, and install temporary utilities. Set up construction fencing and safety measures.
- Foundation and Structural Work. Construct the foundation and structural elements. Excavate for the foundation, pour concrete footings, and erect steel or concrete columns and beams. Ensure structural integrity through regular inspections.
- MEP Installation. Install mechanical, electrical, and plumbing systems. Run electrical conduits, install HVAC systems, and connect plumbing lines. Ensure all systems are integrated with the overall building services.
- Architectural Finishes and Exterior Work. Apply architectural finishes and complete exterior. Install facade materials, windows, and exterior cladding. Paint, apply sealants, and ensure the exterior is weatherproof.
- Interior Finishes and Detailing. Complete interior finishes and detailing. Install lighting, signage, flooring, and any necessary interior elements. Ensure the Site is functional and aesthetically aligned with the project.
- Integration of Greenspace and Active transportation Components. Landscape the Site and install outdoor/public amenities. Install public amenities and landscape the Site with native plants and sustainable practices.

PHASE 5: TESTING, COMMISSIONING AND HANDOVER

- System Testing and Commissioning. Test all systems to ensure they function as intended. Conduct tests on electrical, mechanical, and plumbing systems, as well as safety features like fire alarms and sprinklers. Address any issues identified during testing.
- Quality Control and Inspection. Perform a final inspection and quality control review. Inspect all aspects of the construction to ensure compliance with design specifications and building codes. Rectify any deficiencies before handover.
- Final Approvals and Occupancy Permit. Obtain final approvals and permits for occupancy. Submit final inspection reports and obtain an occupancy permit from local authorities. Ensure all documentation is in place.
- Handover to Operations. Transfer the completed redevelopment to the operations team. Provide training to the operations staff, deliver as-built drawings, and hand over warranties and maintenance manuals.
- Post-Construction Evaluation. Conduct a post-construction evaluation. Review the project's outcomes, gather feedback from stakeholders, and document lessons learned for future projects.

PHASE 6: OPERATIONS AND MAINTENANCE

- Facility Management Setup. Establish a facility management plan. Develop a plan for ongoing maintenance, cleaning, and security of the Site. Set up contracts with service providers.
- Regular Maintenance. Perform regularly scheduled preventative maintenance activities.
- Monitoring and Optimization. Monitor usage and optimize operations. Track parking utilization, assess the efficiency of operations, and improve performance. Consider implementing technological solutions for better management.

SECTION 3.3 GENERAL BUSINESS REQUIREMENTS

- A. Provide a summary of fidelity bond coverage and *proof of professional liability errors and omissions insurance* that meets the requirements provided in *Exhibit D RFP Developers' Insurance Requirements*.
- B. Non-Collusion Statement: Successful Respondent represents and certifies that its employees, agents, and representatives have not and shall not discuss or disclose the terms of its response to this RFP with any third party other than persons or entities which the Respondent engaged to assist concerning such response.
- C. Site Zoning Information: The Site is zoned SPI-19, SA3. The SPI-19 are regulations of the Vine City Special Public Interest District. Additional information on the City's zoning classifications can be accessed at the following link:
https://library.municode.com/ga/atlanta/codes/code_of_ordinances?nodeId=PTIIICOOORANDECO_PT16ZO_CHAPTER18S.SPVISPPUINDI

SECTION IV TECHNICAL REQUIREMENTS

The technical requirements below provide a framework of the minimum standards that must be upheld for Respondents. Respondents are encouraged to carefully review all requirements and tailor their proposals accordingly while ensuring compliance with applicable laws and regulations.

SECTION 4.1 MANDATORY REQUIREMENTS

To be considered responsive and eligible for the Award, Respondents must answer all questions in this section below in the affirmative (with a "Yes") to pass and must be submitted as a part of your response.

1. *The Respondent shall deliver the services and deliverables as described in Section III Scope of Work.*

Does the Respondent agree to comply with this requirement? _____

2. *Respondent shall ensure compliance with all building codes, zoning regulations, environmental regulations, and any other legal requirements.*

Does the Respondent agree to adhere to all applicable laws and regulations regarding the development and construction of real estate in the City of Atlanta? _____

3. *Respondents shall have a minimum of 5 years of experience in project management, construction management, or related fields.*

Does the Respondent confirm it has provided similar services to the scope of services provided for a minimum of 5 years? _____

4. *Respondents shall at least one team member that maintains an active professional license or certification related to commercial real estate development.*

Does the Respondent agree to provide a professionally licensed and/or certified individual to be a key contributing member to providing the Scope of Work? _____

5. *Respondent must agree to protect the information from unauthorized use or disclosure for as long as it remains proprietary, and refrain from using the information for any purpose other than for which it was furnished to Invest Atlanta. Prior to beginning work, the Respondent and its personnel may be required to complete and abide by confidentiality and non-disclosure agreements related to the Project.*

Does the Respondent agree to comply with this requirement? _____

6. *Respondent shall ensure that all contractors and subcontractors, regardless of size or ownership, have equal opportunities to participate in the project by setting specific mutually agreed upon targets for inclusion of small, minority, disadvantaged, and women-owned businesses. Respondent agrees to work closely with Invest Atlanta on establishing an EBO plan that promotes diversity, equity and inclusion throughout the design and construction of the project. Respondent agrees to provide. The Respondent shall be responsible for monitoring and accurately collecting M/FBE data from their respective subcontractors and reporting such data as requested.*

Does the Respondent agree? _____

7. *The Respondent, if awarded, shall comply with all prevailing wage requirements, including Davis-Bacon Act requirements ensuring that all laborers and mechanics employed in the construction, alteration, or repair of the project are paid wages at rates not less than those prevailing for similar work in the locality, as determined by the U.S. Department of Labor. This compliance includes submitting certified payroll records and adhering to any related reporting and enforcement provisions.*

Does the Respondent agree to comply with all Davis-Bacon Act requirements when soliciting for work related to this RFP? _____

SECTION 4.2 MANDATORY SCORED REQUIREMENTS

The Respondent's technical proposal shall be structured in alignment with the framework provided below. To be considered responsive, responsible, and eligible for an award or for selection as a qualified contractor, you must answer all questions in this section. Respondents shall limit their responses for this section to 50 pages total.

A. PROPOSAL OVERVIEW AND COVER LETTER

1. Respondents shall provide a cover letter summarizing the key points of their response. The cover letter shall be executed by an officer or employee of the firm who is authorized to commit the Respondent's resources to IA's proposed transaction. Please limit your transmittal letter to three (3) pages.

B. FIRM/TEAM QUALIFICATIONS & EXPERIENCE (15 PTS)

1. Provide a brief history of the Respondent's firm. Responses shall, at a minimum, include the year organized, type of ownership, affiliated companies, and relationships.
 - a. Respondent shall provide an organizational chart and information that clearly explains the ownership and management structure, relationship of each team member and their respective roles and contributions, as well as the lead contact members and decision-making hierarchy of the development team. Include resumes for all principals expected to be involved in the project, highlighting experience with historic renovation and/or adaptive reuse projects.
2. Provide the name, job title, address, office telephone number, fax number, and email address of a primary contact person who will be responsible for the day-to-day contact with IA and any backup personnel who would be accessible if the primary contact cannot be reached. The primary contact so identified should be responsible for making most of the Respondent's oral presentations, if requested.
3. Provide a list of any litigation the firm was involved in during the last five (5) years that may impact the Respondent's ability to execute the Respondent's proposal, including a description of any current, pending or threatened litigation involving the City and/or Invest Atlanta.
4. Provide the name, title, office location, phone number, e-mail address, and brief resumes (including IA and other state and local housing finance agency experience, as applicable) for the professionals who will be assigned to this project. Include their level of responsibility and availability. Describe the professional background of these individuals, particularly their relevant project management and construction management experience with developments similar to the scope of work described. Please designate the percentage of work for which each team member will be responsible.
5. Describe any memberships or certifications that the firm holds with professional organizations for contractors such as, but not limited to, the Associated General Contractors of America, American Institute of Constructor's, Construction Management Association of America, Design-Build Institute of America, National Institute of Building Sciences.
6. Provide a list of three references from where work of a similar size and scope has been completed within the last five (5) years. Include a brief description of project, size of budget for project, targeted dates of completion or substantial completion if a current project, contact name, phone number, and e-mail address for each reference.
7. Provide examples of how you have facilitated effective stakeholder communication in past projects.
8. Provide a list of state or local economic development authorities with which the Respondent has partnered and/or provided development related services like those described in *Section III Scope of Work* above. Responses shall indicate what the current relationship is to each economic development authority.

C. REDEVELOPMENT VISION AND APPROACH (40 PTS)

Phase 1: Planning and Pre-Development

1. Respondents shall provide a narrative and graphical timeline for all deliverables for the project, including construction. The discussion shall indicate how elements such as financing (including tax credits), entitlements, occupancy permits, and other factors impact the overall timeline. The Respondent shall provide the following information, as well as an explanation of how the Project Services will be implemented to achieve the milestone dates and describe the key milestones and decisions and how each align and work together:
 - a. Critical path covering major stages/phases of executing the scope of work described.
 - b. Respondents should include in GANTT chart format.
2. Describe your approach to conducting feasibility studies and site analysis for the project. Specifically, provide a description and examples of how you will ensure that the selected site is the most suitable for your overall proposed vision for the Site.
3. Explain your strategy for engaging with key stakeholders in a mixed-use development project. How have you successfully gathered input from community members, city officials, and potential tenants in the past? Provide examples of how stakeholder feedback influenced the design and execution of a similar project.
4. Outline your experience in obtaining regulatory approvals and permits for complex development projects. Describe the process you follow to ensure all necessary approvals are secured in a timely manner. Provide examples of challenges you have encountered in the permitting process and how you addressed them.

Phase 2: Design Development

1. Provide a Conceptual Site Plan, including diagrams that depict, at minimum, the following:
 - a. General site and development plan indicating the proposed use(s), location, and height of any new buildings.
 - b. Circulation plan, including the location of all vehicular and pedestrian access ways;
 - c. Public Space and Connection plan demonstrating how public space, pedestrian connections, and active tenant programming interact to create a high-quality space
- b. Provide a conceptual architectural design, including the following:
 - a. A minimum of two project renderings demonstrating key visual elements.
 - b. Preliminary building elevations and/or diagrams/drawings/floor plans indicating use for each floor level;
 - c. Green building and/or sustainability features, including a list of key elements and/or proposed certifications (LEED, Green Globes, EarthCraft, Enterprise Green Communities, Energy Star and/or Water Sense, air PLUS)
2. The Respondent shall provide a list of any additional services or benefits not otherwise identified in this RFP that the Respondent would propose to provide to Invest Atlanta in connection with the Respondent's development and use of the Property.
3. Respondents' design approach shall balance, aesthetics, functionality, and user experience throughout the design. Provide specific examples of past projects where your architectural design enhanced the overall development.
4. Outline your approach to incorporating sustainability into the Site's design. Describe how you have integrated green building practices, such as energy-efficient systems, sustainable materials, and renewable energy sources, in previous projects. Provide examples of any green building certifications your projects have achieved.

Phase 3,4 & 5: Procurement, Construction and Commissioning

1. Propose a minimum participation goal for M/FBE's, measured as a percentage of all project costs. Describe your approach to the bidding and contractor selection process. How do you evaluate contractor qualifications, manage the bidding process, and ensure that the selected contractor is the best fit for the project? Provide examples of how you have successfully managed contractor selection in previous projects.
2. Discuss your experience in procuring materials and equipment for complex construction projects. How do you manage procurement timelines, vendor relationships, and quality control? Provide examples of how your procurement strategies have ensured the timely delivery of materials and equipment while maintaining project budgets.
3. Explain how you develop and manage construction schedules for large-scale projects. How do you ensure that all activities are planned and executed on time? Provide examples of how you have mitigated schedule risks and kept projects on track in the face of unforeseen challenges.

Phase 6: Operations & Maintenance

1. Describe your approach to setting up facility management for the Site. How do you ensure that all operational aspects, including maintenance, cleaning, and security, are well-planned and managed? Provide examples of how your facility management setup has contributed to the long-term success of similar projects.
2. Explain how you plan and manage regular maintenance activities for the Site. How do you ensure that the facility remains in excellent condition and operates efficiently? Provide examples of how your maintenance management has extended the lifespan and functionality of redevelopment.
3. Discuss your approach to monitoring the performance of the Site's facilities and optimizing operations. How do you track usage, identify areas for improvement, and implement changes? Provide examples of how monitoring and optimization efforts have led to enhanced efficiency and user satisfaction in past projects.

D. FINANCIAL CAPACITY AND FEASIBILITY (15 PTS)

1. Provide details on the projected financing strategy to execute the Scope of Work described, including:
 - a. Sources and Uses: A Sources and Uses table which includes an initial "order of magnitude" estimate of the cost of the project along with any potential public or private financial sources.
 - b. Conceptual Development Budget: A conceptual level development budget showing the project's total development costs, estimating acquisition costs, hard costs, and soft costs (architectural, engineering, legal and related fees).
 - c. Financial Pro Forma: A narrative statement explaining the economic feasibility of the proposed development, together with a static proforma of the initial operating revenue, and financial returns.
2. Provide evidence of Respondent's ability to access equity and other financing resources to carry out the proposal. Each Respondent shall provide the following:
 - a. Overview of the Respondent's financial strength, including any corporate resources that may be relied upon for completion of this project.
 - b. Description of any tentative financial commitments, and/or any preliminary letters of intent (these letters do not count against the page limit).

SECTION 4.3 ADDITIONAL REQUIREMENTS & FORMS

CERTIFICATION STATEMENT

The following shall be repeated in the Respondent's Response and signed by an individual authorized to bind the Respondent. Failure to include and provide an original signature of the certification statement may result in rejection of Response.

"I agree to abide by the conditions of this RFP and certify that all the information provided in this Response is true and correct, that I am authorized to sign this Response for the Respondent, and that the Respondent is in compliance with all requirements of the RFP."

Authorized Signature: _____

Name:

Title:

E-VERIFY AFFIDAVIT & SAVE AFFIDAVIT

Provide notarized proof of compliance with Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-90, et seq. (Appendix A) E-Verify. Respondents must comply with the Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-90, et seq. All services physically performed within the State of Georgia must be accompanied by proof of your registration with the E-Verify Program, as well as verification of your continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed E-Verify Contractor Affidavit must be submitted to Invest Atlanta (Appendix A-1). To the extent there are subcontractors working on this contract, you are responsible for obtaining a fully signed and notarized subcontractor affidavit from those firms with whom you have entered into sub-contracts (Appendix A-2). In turn, should there be second-tier subcontractors on this project, you must require the subcontractors to obtain E-Verify Affidavits from them.

DIVERSITY, EQUITY INCLUSION POLICY

At Invest Atlanta, economic prosperity and competitiveness in Atlanta start with equitable access to opportunity and pathways to wealth creation. It is more than a goal; it is a guiding principle that drives us. We advance our work through this lens to ensure that all Atlantans are positioned to benefit from economic investments in our city, regardless of their zip code.

Invest Atlanta encourages all Respondents to promote opportunities for diverse businesses, including Minority Business Enterprises ("MBE"), Female Business Enterprises ("FBE"), and Small Business Enterprises ("SBE") to compete for business as subcontractors and/or suppliers.

However, nothing herein should indicate that an MBE, FBE, or SBE may not apply and be selected independently, as MBEs, FBEs, and SBEs that meet the qualifications of this solicitation are encouraged to submit their qualifications for consideration. For an MBE, FBE, or SBE to participate in the contract, said MBE, FBE, or SBE must be certified as an MBE or FBE and be registered with the City's Office of Contract Compliance M/FBE Register. SBEs must be registered with the City and are defined as businesses not 2.5 million in gross sales during the recent calendar or fiscal year.

City of Atlanta – Office of Contract Compliance (MBE/FBE):

Jason Ingram

68 Mitchell St. SW, Suite 5100, Atlanta, Georgia 30303

Tel: 404.330.6010

Fax: 404.658.7359

email: jingram@AtlantaGa.Gov

Small Disadvantaged Business (SDB) certification by the U.S. Small Business Administration provided they reflect certification because of minority or women-owned status. If joint responses are permitted within this RFP, a firm selected by the Respondent to jointly respond to this RFP can only satisfy one of three categories. The same firm may not, for example, be listed for participation as an MBE organization and a SBE organization even if the level of participation exceeds each category's goal. All firms must be registered or certified prior to the submittal of the Response. A Respondent is at risk in that there may be an issue of time to certify or register if it intends to use a firm that is not certified or registered at the time the Response is submitted. Invest Atlanta is an Equal-Opportunity Employer.

SECTION V COST REQUIREMENTS/PRELIMINARY OFFER

Invest Atlanta's intent is to structure the cost format to facilitate comparison among all Respondents and foster competition to obtain the best market pricing. Consequently, IA requires that each Respondent's offer be in the format outlined below and within *Exhibit B Preliminary Offer*.

Each Respondent is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Respondent's proposal.

By submitting a response, the Respondent agrees that it has read, understood, and will abide by the following instructions/rules:

- (1) Preliminary offers should be inclusive of the financial offer to Invest Atlanta for the ground lease of the Site. Offers shall be clearly stated, and all financial contingencies identified.
- (2) Respondent shall complete the cost worksheet in its entirety and shall not leave out any information necessary to conduct the evaluation in its entirety; and
- (3) In the event there is a discrepancy between the Respondent's unit price and extended price, the unit price shall govern; and
- (4) The fees/costs quoted and listed for the redevelopment shall be the basis of contract negotiation for the resulting development agreement; and
- (5) Fees quoted and listed in the cost proposal shall be valid for a period of 120 days from submittal; and
- (6) *Lease Terms, Rent & Other Considerations*
 - i. Respondent must provide proposals for a 75-year lease term herein explained in **Exhibit C**.
 - ii. The Respondent must clearly state all considerations (whether, fixed, variable, contingent, or capital event participation) that the Respondent proposes to pay Invest Atlanta for the use and occupancy of the Property under the Lease.
 - iii. Variable rent must be based on gross revenues.
 - iv. Invest Atlanta will not agree to a rental structure that includes a share of the Respondent's net income or net profits.
- (7) *Please provide the following rent quotes:*
 - i. Base rent only, with no variable rent component, with a 75-year lease term. Please include all proposed annual escalations. This structure includes resets to a market rent every 20 years. Such resets will be based on the value of the land and existing improvements, considering all permitted and legal uses;
 - ii. Base rent, with a variable rent component, with a 75-year lease term. Please include all proposed annual escalations. This structure includes resets to a market rent every 20 years. Please propose a way to keep the fixed rent consistent with land value increases.
 - iii. Variable rent only;
 - iv. Prepaid rent, with a 75-year lease term

Enter all information directly into pricing worksheet attachment. Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

SECTION VI EVALUATION CRITERIA AND SELECTION PROCESS

SECTION 6.1 SELECTION CRITERIA

The Selection Committee comprised of Invest Atlanta staff will review qualifications in accordance with the evaluation criteria set forth herein and IA overall objectives and policies. Proposals that are submitted in a timely manner and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. Any contract/purchase order resulting from this RFP will not necessarily be awarded to the Respondent with the highest preliminary offer. Instead, a contract/purchase order shall be awarded/issued to the Respondent whose proposal best fits the needs and objectives of Invest Atlanta.

Evaluation Process	Weight of Eval. Process	Evaluation Criteria	Weights of Eval. Criteria
Technical	70 pts	<i>Key Personnel & Team Qualifications</i>	5 pts
		<i>Project Experience</i>	10 pts
		<i>Project Vision & Approach</i>	40 pts
		<i>Financing Strategy</i>	15 pts
Cost	30 pts	<i>Preliminary Financial Offer</i>	30 pts

When evaluating proposals, IA reserves the right to:

- (1) Waive technicalities or irregularities in Responses at its discretion
- (2) Accept or reject any or all Responses received as a result of this RFP
- (3) Obtain information concerning any and all Respondents from any source
- (4) Schedule an oral interview before a review committee from any or all Respondents or Respondents identified within a Competitive Range
- (5) Select for contract negotiation or award, a Response other than that with the highest score if, in the judgment of IA, it shall serve the public's best interests; and
- (6) Negotiate with the successful Respondent with respect to any additional terms and conditions of the contract

IA may rely on all representations therein for 120 days from the date established for receipt of proposals.

SECTION 6.2 TECHNICAL EVALUATION

As specified with each requirement listed in Section 4: Technical Requirements- Mandatory Requirements, the Respondent must answer all questions in this section in the affirmative (with a "Yes") to pass and must be submitted as a part of your response. To be considered responsive and eligible for an award, all mandatory requirements identified must be met.

Additionally, all requirements described within Mandatory Scored Requirements must be met and completed. The responses to the Mandatory Scored Requirements require a narrative description to be completed. The responses will be evaluated by a team, designated by Invest Atlanta, in accordance with the selection criteria above. Specifically, the responses provided to the Mandatory Scored Requirements serve as the basis for the technical evaluation and score.

SECTION 6.3 COST EVALUATION AND SCORE

Each Respondent will be allocated points based on where their respective Net Present Value of Total Cash Flows lie within the pool of Respondents. Specifically, the Respondent providing the highest offer or Net

Present Value of Total Cash Flows will be allocated the most points within the pool or deemed the most responsive.

Additionally, Invest Atlanta strives to make an award to a cost-effective Respondent and maintains a total cost of ownership perspective when evaluating costs/pricing proposals. For clarity, Invest Atlanta will use the Net Present Value of Total Cash Flows as the basis for assigning points and overall score.

Invest Atlanta retains the right to perform a reasonable price analysis or exercise to validate the legitimacy of each proposal. This may include, but is not limited to, requests for additional documentation.

SECTION 6.4 OVERALL COMBINED SCORE

The Respondent's Technical Score will be combined with their respective cost scores to determine the Overall Combined Score. Respondents will be ranked based on their Overall Combined Score. A Competitive Range may be determined by identifying any natural groupings or breaks within the pool of Respondents.

After evaluating all proposals in accordance with this section, IA may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Therefore, IA may limit the number of proposals in the competitive range to the greatest number that will permit efficient competition among the most highly rated proposals.

SECTION 6.5 CANDIDATE SELECTION

Invest Atlanta, at its sole discretion, may ask any Respondent to make an oral presentation and/or product/service demonstration without charge to Invest Atlanta. Invest Atlanta reserves the right to require any Respondent to demonstrate to the satisfaction of Invest Atlanta that the Respondent has the managerial, fiscal and technical capabilities to furnish the Scope of Work described within this RFP.

The purpose of the interview/presentation/demonstration, if any, will be to meet and become familiar with the proposed project team and key personnel, understand the project approach and have the ability to meet the stated objectives for the project.

SECTION 6.6 NEGOTIATIONS & BEST AND FINAL OFFERS

Invest Atlanta may invite the top ranked Respondent(s) with a defined competitive range for negotiations. Invest Atlanta reserves the right to negotiate all elements, except the legal requirements of any Respondent received.

Invest Atlanta anticipates negotiating, at a minimum, the following elements:

1. Price/Fees
2. Schedule
3. Work Plan
4. Resources

At any time prior to requesting best and final offers, Invest Atlanta may request additional information, samples, or other evidence of the Respondent's performance capabilities from any Respondent in the competitive range to better understand and evaluate the Respondent's offer. Furthermore, Invest Atlanta may request a written best and final offer from all Respondents that have a reasonable chance of being selected for an award. The technical evaluation team will re-evaluate each best and final offer in accordance with the evaluation criteria defined above and may change the final technical evaluation score based upon the information submitted in the best and final offer.

SECTION VI
GENERAL TERMS AND CONDITIONS

All qualifications and supporting materials as well as correspondence relating to this RFP become property of Invest Atlanta when received. Any proprietary information contained in the Response should be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored.

- A. All applicable State of Georgia and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Respondent(s) and the scope of services. The engagement letter with the Respondent(s), and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the services, shall be interpreted in all respects in accordance with the laws of the State of Georgia.
- B. Professionals requiring special licenses must be licensed in the State of Georgia and shall be responsible for those portions of the work as may be required by law.
- C. No Response shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears to Invest Atlanta or the City with respect to any debt, (ii) is in default with respect to any obligation to Invest Atlanta or the City, or (iii) is deemed irresponsible or unreliable by Invest Atlanta. If requested, the Respondent shall be required to submit satisfactory evidence that they have the necessary financial resources to provide the proposed services.
- D. From the date Invest Atlanta receives a Respondent's proposal through the date a contract is awarded to a Respondent, no Respondent may make substitutions, deletions, additions or other changes in the configuration of Respondent's proposal or members of Respondent's team.

APPENDICES, ATTACHMENTS & EXHIBITS

- Appendix A E-Verify Affidavit
- Appendix B Market Conditions and Analysis
- Appendix C Site Maps and Survey
- Appendix D HUD Limits 2024
- Exhibit A Legal Descriptions
- Exhibit B Preliminary Offer
- Exhibit C Invest Atlanta Lease Requirements
- Exhibit D Developers' Insurance Requirements

Appendix A

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, et seq. (the "Act") and Chapter 300-10-1 of the Rules of Georgia Department of Labor (the "Rules"), stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Invest Atlanta: (1) has registered with; (2) is authorized to use; (3) is using; and (4) will continue to use throughout the contract period a federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicability provisions and deadlines established in the Act and the Rules.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with Invest Atlanta of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with the Act and the Rules through the subcontractor's execution of the subcontractor affidavit provided below.

The undersigned contractor further agrees to provide a copy of each such affidavit to Invest Atlanta at the time the subcontractor(s) is retained to perform such services and to maintain copies of all such affidavits for no less than five (5) years from the date provided to Invest Atlanta and otherwise maintain records of compliance with the Act and the Rules as required.

Contractors hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Employment Eligibility Verification (E-Verify)
User Identification Number

Date of Authorization

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

BY: Authorized Officer or Agent

Date

Subcontractor Name

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me
This ____ day of _____, 201__

Notary Public My commission expires: _____

SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A §13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91 (the "Act") and Chapter 300-10-1 of the Rules of Georgia Department of Labor (the "Rules"), stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Invest Atlanta: (1) has registered with; (2) is authorized to use; (3) is using; and (4) will continue to use throughout the contract period a federal work authorization program known as E-Verify, or any subsequent replacement program, in accordance with the applicability provisions and deadlines established in the Act and the Rules.

The undersigned subcontractor further agrees that it will contract for the physical performance of services in satisfaction of the Contract only with sub-subcontractors who present an E-Verify Affidavit to the undersigned subcontractor with the information required by the Act and the Rules. The undersigned subcontractor will forward notice of the receipt of an E-Verify Affidavit from a sub-subcontractor to the Contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an E-Verify Affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the Contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Employment Eligibility Verification (E-Verify)
User Identification Number

Date of Authorization

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

BY: Authorized Officer or Agent

Date

Subcontractor Name

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me
This ____ day of _____, 201__

Notary Public

My commission expires: _____

Appendix B Market Conditions & Analysis

**** Documents provided in a separate link**

Appendix B(i) Residential Market Rent Analysis
Appendix B(ii) Commercial Market Rent Analysis

Appendix C Site Maps & Surveys
**** Documents provided in a separate link**

41 Griffin St. ALTA Survey

APPENDIX D HUD INCOME LIMITS 2024

Invest Atlanta							
FY 2024 Multifamily Tax Subsidy Project (MTSP) Income Limit Area (non-HERA)							
Atlanta-Sandy Springs-Roswell, GA HUD Metro FMR Area Median Income \$106,600							
Effective Date: April 1, 2024 Implementation Date: May 15, 2024							
Income Limits for 2024 (Based on 2024 MTSP Income Limits)							
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person
30%	\$22,590	\$25,800	\$29,040	\$32,250	\$34,830	\$37,410	\$39,990
40%	\$30,120	\$34,400	\$38,720	\$43,000	\$46,440	\$49,880	\$53,320
50%	\$37,650	\$43,000	\$48,400	\$53,750	\$58,050	\$62,350	\$66,650
60%	\$45,180	\$51,600	\$58,080	\$64,500	\$69,660	\$74,820	\$79,980
70%	\$52,710	\$60,200	\$67,760	\$75,250	\$81,270	\$87,290	\$93,310
80%	\$60,240	\$68,800	\$77,440	\$86,000	\$92,880	\$99,760	\$106,640
100%	\$75,300	\$86,000	\$96,800	\$107,500	\$116,100	\$124,700	\$133,300
115%	\$86,595	\$98,900	\$111,320	\$123,625	\$133,515	\$143,405	\$153,295
120%	\$90,360	\$103,200	\$116,160	\$129,000	\$139,320	\$149,640	\$159,960
140%	\$105,420	\$120,400	\$135,520	\$150,500	\$162,540	\$174,580	\$186,620
Rent Limits for 2024 (Based on 2024 MTSP Income Limits not including UA)							
	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom		
Max Rent at 30%	\$564	\$604	\$726	\$838	\$935		
Max Rent at 40%	\$753	\$806	\$968	\$1,118	\$1,247		
Max Rent at 50%	\$941	\$1,008	\$1,210	\$1,397	\$1,558		
Max Rent at 60%	\$1,129	\$1,209	\$1,452	\$1,677	\$1,870		
Max Rent at 70%	\$1,317	\$1,411	\$1,694	\$1,956	\$2,182		
Max Rent at 80%	\$1,506	\$1,613	\$1,936	\$2,236	\$2,494		
2024 Homeownership Sale Price Maximums							
	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom		
Max Sale Price at 60%	\$135,540	\$145,170	\$174,240	\$201,240	\$224,460		
Max Sale Price at 80%	\$180,720	\$193,560	\$232,320	\$268,320	\$299,280		
Max Sale Price at 100%	\$225,900	\$241,950	\$290,400	\$335,400	\$374,100		
Max Sale Price at 120%	\$271,080	\$290,340	\$348,480	\$402,480	\$448,920		
Max Sale Price at 140%	\$316,260	\$338,730	\$406,560	\$469,560	\$523,740		
<p>According to an IRS revenue ruling, participating properties base their rents on the income limits published by HUD. HUD or IRS does not require participating property owners to raise rents based on updated income limit calculations. To the extent that owners increase rents, given the purpose, is to keep units affordable. HUD encourages owners to increase them no more than what is needed to keep pace with rising costs and recognizes that to promote housing stability, incremental increases are easier for tenants to absorb than sudden significant increases.</p>							

Disclaimer:

This chart is for informational purposes and may assist housing professionals who understand income limits, rents and the program requirements for each program. This chart summarizes HUD data and users are encouraged to visit HUD's website. (<https://www.huduser.gov/portal/datasets/mtsp.html>) for the accuracy of the above information.

EXHIBIT A LEGAL DESCRIPTIONS

1. Fulton County Tax ID 14 011000101723 (50 Sunset Avenue)

Parcel 2 (Tract A-2)
Fulton County Tax ID 14 011000101723

Parent Parcel

All that tract or parcel of land lying and being in Land Lot 110 of the 14th District, Fulton County, Georgia in the City of Atlanta and being more particularly described as follows:

To find The True Point of Beginning, commence at a PK nail set on the intersection of the northerly right-of-way line of Martin Luther King Junior Drive (right-of-way width varies) with the westerly right-of-way line of Sunset Avenue Northwest (40-foot right-of-way width); thence, proceed North 00 degrees 48 minutes 56 seconds East for a distance of 289.44 feet along the westerly right-of-way line of Sunset Avenue Northwest to a point and The True Point of Beginning.

From The True Point of Beginning, as thus established, leaving said right-of-way, proceed North 89 degrees 41 minutes 29 seconds West for a distance of 317.46 feet to a point; thence North 02 degrees 52 minutes 09 seconds East for a distance of 145.25 feet to a point; thence South 89 degrees 16 minutes 31 seconds East for a distance of 70.80 feet to a capped ½-inch rebar set; thence North 01 degree 15 minutes 47 seconds East for a distance of 74.75 feet to a capped ½-inch rebar set; thence South 88 degrees 29 minutes 55 seconds East for a distance of 136.27 feet to a point on a fence line; thence North 04 degrees 10 minutes 08 seconds East for a distance of 94.70 feet to a fence corner; thence South 89 degrees 47 minutes 55 seconds East for a distance of 99.10 feet to a point on the westerly edge of a sidewalk approximately one foot east of a fence corner and the westerly right-of-way line of Sunset Avenue Northwest; thence South 00 degrees 49 minutes 21 seconds West for a distance of 311.18 feet along the westerly right-of-way line of Sunset Avenue Northwest to a point and The True Point of Beginning.

Containing within said bounds 1.669 acres (72,715 square feet) more or less.

Less and Except A

All that tract or parcel of land lying and being in Land Lot 110 of the 14th District, Fulton County, Georgia in the City of Atlanta and being more particularly described as follows:

To find The True Point of Beginning, commence at Marta Monument W-9, having Georgia West NAD83 Coordinates of North 1365856.51 feet, East 2222095.34 feet; thence, proceed North 34 degrees 15 minutes 07 seconds East for a distance of 723.69 feet to a point and The True Point of Beginning.

From The True Point of Beginning, as thus established, proceed North 89 degrees 59 minutes 43 seconds West for a distance of 7.00 feet to a point; thence North 00 degrees 00 minutes 17 seconds East for a distance of 28.00 feet to a point; thence South 89 degrees 59 minutes 43 seconds East for a distance of 7.00 feet to a point; thence South 00 degrees 00 minutes 17 seconds West for a distance of 28.00 feet to a point and The True Point of Beginning.

Containing within said bounds 0.004 acres (196 square feet) more or less.

Less and Except B

All that tract or parcel of land lying and being in Land Lot 110 of the 14th District, Fulton County, Georgia in the City of Atlanta and being more particularly described as follows:

To find The True Point of Beginning, commence at Marta Monument W-9, having Georgia West NAD83 Coordinates of North 1365856.51 feet, East 2222095.34 feet; thence, proceed North 38 degrees 19 minutes 51 seconds East for a distance of 762.46 feet to a point and The True Point of Beginning.

From The True Point of Beginning, as thus established, proceed North 00 degrees 21 minutes 37 seconds West for a distance of 28.00 feet to a point; thence North 89 degrees 38 minutes 23 seconds East for a distance of 7.00 feet to a point; thence South 00 degrees 21 minutes 37 seconds East for a distance of 28.00 feet to a point; thence South 89 degrees 38 minutes 23 seconds West for a distance of 7.00 feet to a point and The True Point of Beginning.

Containing within said bounds 0.004 acres (196 square feet) more or less.

Containing 1.660 acres (72,323 square feet) more or less in remainder.

2. Fulton County Tax ID 14 011000101608 (41 Griffin Street)

EXHIBIT "A"

All that tract or parcel of land lying and being in the City of Atlanta and in Land Lot 110 in the 14th District, Fulton County, Georgia, being Parcel No. 39 in the University Center Urban Redevelopment Area, Project Georgia H-11, as per plat of same by James B. Carey, C. E., dated June 1963, revised May 27, 1964, and more particularly described as follows:

Beginning on the Northwest corner of West Hunter Street and Sunset Avenue; running thence North 0 degrees 14 minutes East along the West side of Sunset Avenue 600.2 feet to an iron pin and the South side of an 8 foot alley; thence North 89 degrees 03 minutes West 99.1 feet to an iron pin; thence South 1 degree 34 minutes West 94.7 feet to an iron pin; thence South 89 degrees 55 minutes West 136.27 feet to an iron pin; thence South 00 degrees 14 minutes West 74.75 feet; thence South 89 degrees 39 minutes West 41.33 feet to an iron pin; thence North 2 degrees 15 minutes East 183.1 feet to an iron pin; thence North 88 degrees 36 minutes West 99.30 feet to an iron pin and the East side of Griffin Street; thence South 0 degrees 57 minutes West along the East side of Griffin Street 35.8 feet to the South side of Carter Street; thence along the South side of Carter Street North 88 degrees 50 minutes West 108.25 feet to the East side of Griffin Street; thence South 0 degrees 29 minutes West along the East side of Griffin Street 584 feet to the North side of West Hunter Street; thence along the North side of West

Hunter Street North 89 degrees 55 minutes East 482.75 feet to the West side of Sunset Avenue and the point of beginning, being more fully shown on Land Disposal Survey Plat, Parcel 39, University Center Urban Redevelopment Area, GA-R-11, made by James B. Carey, dated June, 1963, revised July 1963, May 27, 1964 and October 20, 1964; subject to all easements shown on said plat.

Less And Except:

All that lot, or parcel, of land situated, lying and being in Fulton County, City of Atlanta, State of Georgia, and being more fully described as follows:

Beginning at a point located on the West side of Sunset Avenue a distance of 285.5 feet more or less from the Northwest corner of the intersection of Sunset Avenue with Hunter Street, as measured in a northerly direction along the West side of said Sunset Avenue; running thence westerly 312.8 feet more or less to a point; running thence northerly 145.25 feet more or less to a point; thence easterly 70.8 feet more or less to a point; thence northerly 74.75 feet more or less to a point; thence easterly 142.9 feet more or less to a point; thence northerly 94.7 feet to a point; thence easterly 99.1 feet more or less to a point on the West side of Sunset Avenue; thence 318.7 feet more or less southerly along the West side of Sunset Avenue to the point of beginning; said lot containing approximately 73,180 square feet of land area, together with all improvements thereon including a one-story masonry building providing approximately 8,530 square feet of net interior floor space, platform and ramp of approximately 1,682 square feet, paved driveway, parking and maneuvering areas of approximately 49,318 square feet, and with sidewalks and landscaped areas of approximately 13,222 square feet.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Judgment and Decree – City of Atlanta vs. Morris Brown College; The Atlanta University, Inc., as Successor by Name Change from the Trustees of Atlanta University, et al. being Civil Action File No. C59630, dated January 29, 1980, filed for record January 29, 1980 at 3:27 p.m., recorded in Deed Book [7469, Page 401](#), aforesaid Records.

EXHIBIT B PRELIMINARY OFFER

Preliminary Offer for Proposed Redevelopment (Use spreadsheet)

FINAL OFFER SUBJECT TO NEGOTIATION

Exhibit C Invest Atlanta Lease Requirements

Due Diligence – Diligence materials will be available to Respondents, via a data room, without representation or warranty of any kind following execution of Invest Atlanta’s Non-Disclosure Agreement. Access to the Project will be provided following the execution of Invest Atlanta’s Access Agreement.

a. Lease Term – The proposal must include a 75-year term.

b. Rent – The rent structure must be consistent with that outlined in Section V, Cost Requirements/Preliminary Offer, sub-bullet (6).

c. Affordable Housing Requirement – Lessee shall agree that the multifamily rental housing elements of the Project shall at all times remain, subject and subordinate to Invest Atlanta’s affordability requirements. Further, lessee shall pay and perform the duties, obligations, liabilities, and responsibilities agreed upon with Invest Atlanta in a manner which shall be consistent with the affordability requirements and will not take, or permit any third party to take, or omit to so take any actions designed to circumvent the affordability requirements.

d. Audit Rights - Lessor shall have the right to audit lessee’s books and records to verify the annual revenue generated by lessee from the leasing and operation of the Project, and, in connection therewith, lessee shall retain such books and records for a period of at least five (5) years following the end of each year of the Lease term.

e. Assignment and Subletting - Lessee may not assign the Lease, in whole or in part, or, prior to completion of the development and construction of the Project, sublease all or any portion of the Leased Premises without the prior written consent of lessor, which consent lessor may grant or withhold in its sole and absolute discretion. Notwithstanding the foregoing, lessee may, upon prior notice to lessor but without having to obtain the prior written consent of lessor, assign the Lease to an affiliate of lessee.

f. Leasehold Mortgages – Lessee shall have the right to encumber its interest in the leasehold estate created hereby, together with its right, title, and interest in and to the Project, and in and to all rents, income, revenues, issues and profits of lessee now or hereafter incident or belonging to said leasehold estate, under any one or more leasehold mortgages, as security for any indebtedness or obligation incurred for purposes of developing, acquiring, refinancing or otherwise relating to the Project; provided that no leasehold mortgagee or other person that claims by, through, or under such leasehold mortgage or other instrument in the nature thereof shall by virtue thereof acquire any greater right in the land and any Project improvements thereon than lessee. The Lease will contain appropriate leasehold mortgagee protections.

g. Condition of Leased Premises – Upon selection, the Developer must enter into an Agreement to Enter into Lease (the “Agreement to Enter”) whereby it acknowledges and agrees: (i) that it has fully inspected the Project or has been afforded the opportunity to have fully inspected the Project; (ii) that lessor leases and lessee accepts the Project and each structure, building, fixture, and other items (whether real or personal) constituting a portion of the Project or otherwise constructed or installed by and leased to the lessee “as is” and “where is”; (iii) that lessee shall at all times use the Project solely for the intended use.

h. Title – Fee title to the Project shall continue to vest in Invest Atlanta or a related entity at all times during the term of the Lease, subject to the leasehold estate and any additional rights expressly and specifically granted to the lessee. Invest Atlanta will consider a conveyance to lessee of the Project improvements in fee simple subject to Invest Atlanta’s reversionary rights upon the expiration or earlier termination of the Lease.

i. Maintenance of Leased Property – Throughout the Lease term, at lessee’s sole cost and expense, lessee shall keep and maintain the Project all appurtenances thereto, and any and all buildings, other structures, or improvements that may exist on, in, or be made a part of the Project in good and sanitary order, condition, and repair, excepting reasonable or ordinary wear and tear, depreciation and obsolescence,

and damage by casualty or condemnation that Lessee is not required by the terms and conditions of the Lease Agreement to repair or restore. Lessee will be obligated to restore the Project following any casualty.

j. Development – The Lease will contain terms and provisions governing the construction and development of the Project. In addition, a Completion Guaranty from a creditworthy guarantor must be provided in a form approved by Invest Atlanta.

k. Security Deposit – Lessee must provide a security deposit in the form of cash or a letter of credit to be refunded upon substantial completion of the Project.

l. Insurance – See General Business Requirements for Invest Atlanta's insurance requirements.

m. Access – During the Lease term, lessor will have a right of entry with respect to the Project. The right of entry will include, without limitation, the right to inspect the progress of construction of the Project and examine lessee's books, records, drawings, engineering and other reports and tests, and other materials related to the Project (excluding privileged communications). Upon receipt of written request, lessee shall

notify lessor of regularly scheduled construction meetings for the Project and permit lessor and its designees to attend. Lessor shall also have a right of entry when any uncured event of default is continuing.

n. Right of First Refusal – Lessor will have a right of first refusal in the event of a sale of the Project or transfer (directly or indirectly) of the ownership interests in lessee.

o. Permissible and Required Uses of the Project; Intended Use - Lessee may develop and use the Project solely for the use approved by Invest Atlanta. Lessee shall not do any act or thing or permit any act or thing be done in or on the Project that constitute a public or private nuisance.

p. Alterations to the Project improvements – The Lease will include lessor approval rights with respect to certain alterations of the buildings.

q. Additional information and documents will be provided via an Addendum to this RFP including a copy of the Agreement to Enter and the Lease.

Exhibit D RFP Developers' Insurance Requirements

- **General Liability:**
 - Limits:
 - \$1M per occurrence
 - \$2M aggregate
 - Including:
 - Insurance carrier must have a minimum A.M. Best's Rating of A- or better and an A.M. Best's Financial Size Category of VIII or better.
 - The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the respective limit of liability.
 - No exclusion for abuse and molestation
 - No exclusion for Assault and Battery
 - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured regarding ongoing and completed operations
 - Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) The Atlanta Development Authority

- **Automobile Liability:**
 - Limits:
 - \$1M combined single limit regarding any auto (or hired and non-owned auto liability if the contractor does not own any autos)
 - Including:
 - Insurance carrier must have a minimum A.M. Best's Rating of A- or better and an A.M. Best's Financial Size Category of VIII or better.
 - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured
 - Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

- **Workers Compensation and Employers Liability:**
 - Limits:
 - Workers Compensation: Statutory
 - Employers Liability: \$1M/\$1M/\$1M
 - Including:
 - Insurance carrier must have a minimum A.M. Best's Rating of A- or better and an A.M. Best's Financial Size Category of VIII or better.
 - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

- **Umbrella / Excess Liability:**
 - Limit: \$10M

- Including:
 - Insurance carrier must have a minimum A.M. Best's Rating of A- or better and an A.M. Best's Financial Size Category of VIII or better.
 - General Liability, Auto Liability and Employers Liability on the schedule of underlying coverages
 - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured regarding ongoing and completed operations
 - Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

Developers' Professional Liability:

- Limits: \$1M per occurrence
- \$5M aggregate
- Including:
 - Coverage for claims brought by third parties or losses due to any breach of duty; neglect; error; misstatement; misleading statement; omission; or other acts relating to services performed.
 - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

Contractors Professional/Pollution Liability:

- Limits: \$1M per occurrence
- \$5M aggregate
- Including:
 - Coverage for claims brought by third parties or losses due to any breach of duty; neglect; error; misstatement; misleading statement; omission; or other acts relating to services performed.
 - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

Cyber Liability – Developer and Contractor:

- Limits: \$1M per occurrence
- \$2M aggregate
- Including:
 - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured
 - Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

Contractors' Inland Marine Insurance:

- Limits – Coverage for any tools or equipment they bring onto the project.
 - Including:

- Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
- Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

Builder's Risk Insurance:

- Limits – Coverage set at the Contract price.
 - Including:
 - The Atlanta Development Authority, ISAOA/ATIMA as Loss Payee
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

Property Insurance:

Limits – Coverage at the Replacement Cost

- Including:
 - The Atlanta Development Authority, ISAOA/ATIMA as Loss Payee
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

General Requirements

- 30 days' notice of cancellation to The Atlanta Development Authority for all policies.
- All subcontractors will be subject to the same insurance requirements and minimum limits.