

**Atlanta BeltLine, Inc.  
Request for Proposals  
Office Space**

**INTRODUCTION**

Atlanta BeltLine, Inc. (“ABI”) requests proposals from Landlords interested in leasing office space to ABI.

ABI intends to enter into a seven (7) or a ten (10) year lease with renewal options at a building that meets its requirements.

**SUBMITTAL DEADLINE**

All responses to this Request for Proposals must be submitted in hard copy (four (4) copies) and via email in Adobe Acrobat format by no later than 12:00 p.m. on May 15, 2014. Submittals received after this time and date will not be considered. Please address the submittal to ABI’s real estate broker:

**Mr. Dexter B. Warrior  
T. Dallas Smith & Company  
101 Marietta Street  
Suite 1070  
Atlanta, GA 30303  
[dexter@tdallassmith.com](mailto:dexter@tdallassmith.com)**

**INQUIRIES**

Formal requests for information must be made in writing. Unwritten questions and any verbal responses and/or comments will not be binding. All inquiries must be received by ABI’s real estate broker by 5:00 p.m., May 9, 2014. All written questions and responses will be provided to interested bidders by close of business on May 12, 2014.

Inquiries regarding this RFP should be directed by email or writing to:

**Mr. Dexter B. Warrior  
T. Dallas Smith & Company  
101 Marietta Street  
Suite 1070  
Atlanta, GA 30303  
(404) 665-8402  
[dexter@tdallassmith.com](mailto:dexter@tdallassmith.com)**

**PROJECT OVERVIEW**

The Atlanta BeltLine is a transformative project shaping the way Atlanta will mature as a great city, by creating parks, trails, transit, and new development along a 22-mile loop of historic rail segments that encircle the City’s urban core. Over the previous two decades, the metro region has grown as quickly as any major metropolitan area in recent U.S. history. However, the region’s growth has come primarily in the form of widely spread, disconnected pockets of development. Increasingly, residents and businesses throughout the region experience the negative consequences of such unplanned growth—long commutes, poor air quality, auto dependency, and limited public space. Moreover, this sprawl has led to uneven economic activity. While the region has experienced unprecedented growth and job creation, many areas, particularly in southern portions of the City, have suffered from flight and disinvestment.

By attracting and organizing a portion of the region's future growth around parks, transit, and trails located in the inner core of Atlanta, the Atlanta BeltLine will change this pattern of regional sprawl and lead to a vibrant and livable Atlanta with an enhanced quality of life for all City residents. The revival of this historically industrial landscape will become the uniquely Atlanta solution and exemplary national model for effectively managing growth by providing:

- A connected network of beautiful parks and greenspaces;
- Trails and pedestrian-friendly streets to link existing neighborhoods previously severed by rail and industry;
- A 22-mile transit loop providing an alternative to auto trips among jobs, residences, and cultural attractions;
- Compact mixed-used development that supports transit, parks and trail, as well as businesses;
- Preservation of surrounding single-family neighborhoods;
- Increases in affordable workforce housing;
- Preservation of historic buildings and structures, and
- Environmental remediation of underutilized brownfield areas.

#### ATLANTA BELTLINE, INC.

Atlanta BeltLine, Inc. (ABI), a Georgia nonprofit organization, is the entity tasked with planning and executing the implementation of the Atlanta BeltLine in partnership with other public and private organizations, including City of Atlanta departments. Over its nearly eight year existence, ABI has expended more than \$360 million in the investments on Atlanta BeltLine from numerous public and private sources. ABI is a quasi-governmental entity formed for the express purposes of completing the ABI program. As such, it is exempt from federal and state taxation. ABI's operating and program expenses are paid for from the revenue collections from the Beltline TAD. ABI has entered into a Services Agreement with The Atlanta Development Authority, d/b/a Invest Atlanta for its operation and project related expenses, which allows ABI to be reimbursed from the TAD.

#### REQUIRED SUBMITTAL CONTENT

In order to secure information in a form which will ensure that proposals can be properly evaluated, you are asked to submit your proposal utilizing the same format specified on this RFP. Please respond to all of the questions and requirements by including information requested under each subheading, or where a requirement is stated, by confirming that Landlord is or is not able to meet that particular requirement. Please describe any problems or issues presented by any given requirement.

ABI retains the right to request any additional information from the Landlord needed to make a decision.

ABI reserves the right to reject any and all Proposals and to waive any informality in the solicitation process.

ABI assumes no obligation of any kind for expenses incurred in responding to this RFP. ABI's fair labor practices and non-discrimination policy shall apply. ABI reserves the right to reject all proposals at its sole discretion.

#### EVALUATION OF SUBMITTALS AND TIMELINE

1. Evaluation Committee – Proposals received will be evaluated by ABI staff.
2. Review of Proposals – The Evaluation Committee will evaluate each proposal based on the degree to which it meets ABI's stated requirements, the proposed economics,

and whether or not it conforms to ABI's stated preferences.

ABI will select no fewer than three (3) and no more than five (5) buildings to tour on Wednesday, May 21, 2014 or Thursday, May 22, 2014. Within one week from the tour date, ABI will select two (2) to three (3) finalists for the prospective office space, perform test fits, and continue negotiations. A final selection will be made by the Evaluation Committee no later than June 11, 2014, for recommendations to the ABI Board of Directors. ABI expects to sign a lease within 30 days after approval by the ABI Board of Directors.

#### TERMS AND CONDITIONS

All submittals and supporting materials as well as correspondence relating to this RFP become property of ABI when received. Any proprietary information contained in the submittal 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 Landlord and building throughout and incorporated herein. The lease agreement with the selected Building and Landlord, and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the lease agreement, shall be interpreted in all respects in accordance with the laws of the State of Georgia.
- B. No submittal shall be accepted from and no lease agreement will be executed between ABI and any person, firm, or corporation that is in arrears to ABI, Atlanta Development Authority d/b/a Invest Atlanta (IA) or City of Atlanta, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to ABI, IA or City of Atlanta that is deemed irresponsible or unreliable by IA, ABI or City of Atlanta.

## Topics to be Addressed in Proposal

- Building: Address and proposed Suite(s), preferably on an upper floor and with 360 degree views of the City of Atlanta.
- Sustainability: Sustainability practices are very important to ABI. Please state whether the Building is LEED certified or has any other “green building” designation. Please list all sustainable features currently existing in the Building and Landlord’s plan for future sustainability features and initiatives.
- Building Size: Please provide the total rentable square footage of the Building and specify the load factors for both single-tenant and multi-tenant floors.
- Ownership: Please indicate the ownership entity and its parent company, if applicable. Please provide a brief overview of the ownership, including a brief history of the company and information on its portfolio of properties.
- Management: Please provide a brief overview of the building management company, including how many staff are dedicated to the operations of the Building.
- Occupancy Date: January 1, 2015
- Location: Tenant prefers that the Building is close to MARTA and the Atlanta Streetcar route and within walking distance to the City Hall of Atlanta and Invest Atlanta’s office at 133 Peachtree Street.
- Premises: Tenant requires approximately 18,000 rentable square feet, preferably on one floor. Please provide an 8 ½’x11” plan of the proposed space. Tenant will require a CAD file in order to prepare a test fit. Landlord shall reimburse Tenant’s architect up to \$0.15/SF for the cost of the test fit.
- The rentable area of all space leased by Tenant (“Premises”) will be determined based upon the 1996 BOMA Standard Method for Measuring Floor Area in Office Buildings.
- Confirm that there are no encumbrances currently affecting the availability of the Premises, including any expansion or renewal rights held by third parties.
- Tenant requires 1,000-2,000 square feet of retail storefront space to be used as a public facing project showcase. There shall be no rent associated with this space.
- Term: Please propose both a seven (7) year and ten (10) year term from the Occupancy Date.
- Options to Renew: Tenant shall have two (2), five (5) year options to renew all or part of its Premises with six (6) months prior written notice to Landlord at the lesser of 90% of Market Rate (as defined in Exhibit-B) or Tenant’s then escalated rental, whichever is lower. During any renewal term, all terms and conditions of the original lease shall remain in full force and effect unless

specifically modified in an amendment. Landlord shall provide Tenant with a minimum of \$5.00 per rentable square foot refurbishment allowance, escalated from the lease commencement date using a construction pricing index mutually acceptable to Landlord and Tenant, at the beginning of each renewal term. Landlord may propose a higher refurbishment allowance to incentivize Tenant.

Storage Space: Tenant requires 800 usable square feet of inexpensive, climate controlled, on-site storage space, preferably adjacent to the freight elevator. Please identify location(s) for such space and propose a full service storage rental rate. Tenant shall not pay any expense overages on the storage space.

Expansion Options: Tenant will require an ongoing for right of first refusal on all space on any floor it partially occupies, as well as any floor contiguous to its Premises. If Tenant expands pursuant to its right of first refusal or right to lease available space, such space shall be incorporated into the Premises at the lesser of the current rental rate with a pro rata share of the original concessions package or the third party offer.

Please provide a stacking plan for the Building.

Base Rent: Please quote a full service base rent and annual escalations. Please state the number of months Landlord will abate Base Rent.

Operating Expenses: Tenant shall be responsible for its proportionate share of all increases in real estate taxes and audited, defined operating expenses for each twelve (12) month period following the base year. The base year shall be calendar year 2015. Any increase in controllable operating expenses shall be capped at 3%. The base year and all subsequent years shall be grossed up to reflect building costs at 95% occupancy. Operating expense exclusions will be set forth in the lease document. Please provide 2012 and 2013 actual operating expenses, as well as the 2014 budgeted operating expenses.

Tenant Improvements: Please propose a minimum tenant improvement (TI) allowance per rentable square foot. Tenant shall be entitled to apply the TI allowance to any construction related costs, including but not limited to architect fees and FF&E, or to offset rent.

Should Tenant elect to have Landlord manage its construction, please state the Landlord's construction management fee. Tenant will require Landlord to competitively bid the tenant improvement construction.

Should Tenant elect to manage its own construction, Landlord shall charge no fee for construction management services, nor shall it levy other charges incident to the construction process (i.e., freight, electricity, plan review, filing charges, overtime plant operation, hoisting, etc.). Tenant will require delivery of the Premises no later than four (4) months prior to the Occupancy Date. Landlord shall provide Tenant with ten (10) days notice prior to delivery. Delivery conditions will be set forth in the lease.

Tenant will have the right to select the general contractor and materials/finishes of its choice. Throughout the construction of the Premises and during Tenant's move-in period, Landlord shall provide Tenant, at no cost, enough space in Tenant's elevator bank for the Tenant to use as a staging area. The Premises shall remain rent free during the duration of construction.

For the ten (10) year term, Tenant requires a minimum of \$5.00 per rentable square foot refurbishment allowance, escalated from the lease commencement date using a construction pricing index mutually acceptable to Landlord and Tenant, at the beginning of the sixth year. Landlord may propose a higher refurbishment allowance to incentivize Tenant.

Surrender: Tenant will have no obligation to remove any improvements or fixtures at the expiration of the lease, including any supplemental HVAC equipment or generators that may be required.

Moving Allowance: Tenant shall receive a moving allowance of at least \$2.50 per rentable square foot. Landlord may propose a higher moving allowance to incentivize Tenant. If Tenant's incurred moving expense is less than the above stated allowance, then the remaining balance shall be credited to Tenant in the form of free rent.

Security Deposit: None. Tenant will make its audited financial statements available to Landlord upon request.

Electricity: Tenant requires the availability of a minimum of seven (7) watts per rentable square foot for Tenant's on-floor electrical usage (i.e., such as lighting, electrical outlets, and other designated on-floor uses, but exclusive of base building on-floor mechanical systems). Tenant will have an IT room that will require supplemental air. Please state if you have any objections to the Tenant attaching to the Building's supplemental power and air supply.

Water: Landlord shall provide standard amounts of water as required for Tenant's use within the Premises.

Cleaning: Landlord shall provide cleaning in accordance with Tenant's specifications, said cleaning to be included in Tenant's base rental. Tenant shall have the option to eliminate Tenant's space cleaning in whole or part (excluding outside window cleaning and rubbish removal) from services to be provided by Landlord, and to receive a credit equal to Landlord's cost of providing said service to Tenant. In the event Tenant elects to exercise said option, the defined operating expenses, for purposes of escalation, will exclude all costs of Tenant's space cleaning and appropriate calculations will be made in determination of Tenant's proportionate share of defined operating expense escalation. Tenant shall have the right to request over-standard cleaning services, which shall be billed to Tenant at Landlord's actual out-of-pocket cost with no markup. A background check will be required on all janitorial personnel, in addition to a bond.

Building Operating Hours:

Building Operating Hours shall be defined in the lease as 7:00am to 7:00 pm on weekdays and 8:00am to 1:00 pm on Saturday. Holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Building shall be fully operational during these hours except for these defined holidays.

HVAC:

Heating, ventilation and air conditioning services will be provided during Standard Business Hours and shall meet the following design conditions at the stated outside design conditions:

- (i) Summer - 95° F dry bulb, 78° F Wet bulb outside (2 ½% coincidence); 75° F dry bulb, 50% relative humidity ± 5% inside.
- (ii) Winter - 23° F dry bulb outside; 72° F dry bulb, inside.
- (iii) At all other times, 72° F to 75° F dry bulb, inside.

Tenant shall have the right to utilize base building chilled/condenser water for the operation of on-floor HVAC package units with no usage cost charged to the Tenant.

Provided all tenants are similarly billed, the cost of overtime HVAC services and chilled/condensed water will be billed to Tenant at Landlord's actual out-of-pocket cost with no markup. Please specify current charges, if any, for overtime HVAC on a floor by floor basis.

Tenant shall receive the first fifty (50) hours of overtime HVAC service at no charge during each year of the term and any renewal terms.

Elevator Service:

All passenger elevators will be available during Building Operating Hours, and at all other times, there will be at least one passenger elevator and all of the freight elevators available to serve the Premises.

Shared

Communications:

Please describe voice and data communications systems, if any, that exist in or are planned for the Building and list service providers.

Security/Life Safety:

Tenant requires good security in the Building. Please describe security provided during Building Operating Hours and after hours, including security officers or patrols if applicable, and indicate if elevators and proposed floor(s) are equipped for security card access. Please describe the life safety procedures and equipment.

ADA Compliance:

Landlord shall be solely responsible for ensuring the Building and all common areas, including restrooms, meet ADA standards.

Capital Projects:

Please provide a summary of recently completed capital projects over the past three (3) years and a list of scheduled capital projects contemplated over the next two (2) years.

Tenant Survey: Please provide any third-party annual tenant survey results of management's performance over the past three (3) years.

Sublease Rights: Tenant shall have the right to assign its lease or sublet all or part of the Premises at any time with Landlord's consent, which shall not be unreasonably withheld or delayed. No consent shall be required for occupancy by any subsidiary, affiliate, vendor, successor or other related company of the Tenant.

SNDA: Tenant will subordinate its lease conditioned upon receiving an agreed form of non-disturbance from current and future fee owners and mortgagees. A non-disturbance agreement in a form acceptable to Tenant will be executed by current fee owners and mortgagees in conjunction with the execution of the lease.

Parking: Landlord shall make available to Tenant throughout the term of the lease fifty (50) on-site parking spaces, thirteen (13) of which shall be designated as reserved. Tenant also requires a secure location to park ten (10) to fifteen (15) bicycles. Please describe the Building's parking facility and indicate any associated charges.

Access: Landlord will only have access to the Premises upon twenty-four (24) hours notice to Tenant and only if accompanied by a representative of Tenant, except in the case of an emergency.

Tenant will have 24 hours per day, 7 days per week, 52 weeks per year access to the Premises, the Building, the loading dock, the parking facilities and the use of the freight elevator without the requirement of prior notice to Landlord and the building's management. Please describe security procedures in loading dock area.

Signage: During the term, Tenant shall have the exclusive right to place signage of its choice in prominent locations on any floor it occupies, provided such signage complies with local zoning statutes or Tenant applies for and receives waivers in connection therewith. Tenant shall have the right to reject any renaming of the Building. Tenant would also like the right to place shared monument signage identifying its tenancy in the building at the entrance to the project or other prominent site location and an identifying button or plaque in all elevator cabs servicing any full floor it occupies.

Amenities: Please list the amenities currently available in the project along with any cost associated with the amenity. Additionally, list any proposed amenities. Tenant requires that locker rooms and shower facilities are available onsite, preferably at no additional cost.

Shared Conference Facility: Tenant requires a Building conference facility for its use that is accessible to the public for public meetings. Tenant desires to access its communications network from the Shared Conference Facility. Landlord shall describe the size of any existing Shared Conference Facility and the number of people that can be accommodated in said space.



Hazardous Building  
Materials:

Landlord shall represent that the Premises, the Building and the property are free from asbestos and other hazardous substances and that, to the best of its knowledge, there has never been environmental pollution to the property. Landlord agrees to indemnify and hold tenant harmless from and against any and all claims, damages, liabilities, costs, penalties and fines which Tenant may suffer as a result of environmental caused prior or subsequent to occupancy of the Building by Tenant or as a result of damage or injury from hazardous substances placed in or about the Premises or property by any party other than Tenant. As a requirement of the lease, Landlord shall be required to provide an environmental study of the property by a firm mutually acceptable to Landlord and Tenant. Such study shall evidence that the property is free from environmental pollution as represented by Landlord herein.

Broker Fee:

T. Dallas Smith & Company, LLC is acting as agent for Atlanta BeltLine, Inc. in this transaction and is to be paid a commission by the Landlord. T. Dallas Smith & Company, LLC is not acting as agent for the Landlord in this transaction.

Confidentiality:

Landlord shall agree to restrict any public announcements concerning the status of negotiations between the parties without the other party's written consent. Both Parties agree to keep all aspects of any proposal submitted confidential.

Lease Document:

Landlord shall provide a lease document to Tenant, incorporating the negotiated terms, within five (5) business days of Building selection.

Non-Binding:

This RFP is not a lease or an agreement to enter into a lease and neither party shall be bound by the terms of this RFP. This RFP and any response thereto are intended to serve only as a basis for further discussion upon which a mutually agreeable lease for the transaction herein contemplated may be prepared, regardless of whether the parties elect to execute the same.

Proposal Format:

Please prepare your proposal utilizing the same format as this RFP, restating all terms and conditions contained herein if acceptable to Landlord. Please describe any problems or issues presented by any given requirement.