



METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

INVITATION FOR BIDS

B38788

**DISPOSAL OF LAND PARCEL D1118 - SOUTHWEST CORNER OF
WELLS STREET AND HOBBS STREET, CITY OF AVONDALE
ESTATES, DEKALB COUNTY, GEORGIA**

February 20, 2017

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: **INVITATION FOR BIDS (IFB) NUMBER B38788**
DISPOSAL OF LAND PARCEL D1118 - SOUTHWEST CORNER OF WELLS STREET
AND HOBBS STREET, CITY OF AVONDALE ESTATES, DEKALB COUNTY, GEORGIA

You are invited to submit to the Metropolitan Atlanta Rapid Transit Authority (“MARTA” or “Authority”) a bid for the above-captioned solicitation. A Pre-Bid Conference to discuss the Invitation for Bids Number B38788 (“IFB”) will be held at the MARTA Headquarters Building, located at 2424 Piedmont Road, N.E., Lobby Floor, Bid Opening Room, Atlanta, Georgia 30324-3330, on **March 2, 2017 at 2:00 p.m., (local time)**.

To be eligible for consideration your bid must be received by the Authority no later than **2:00 p.m., (local time) on April 6, 2017**. Bids will be opened by MARTA in the Bid Opening Room located at MARTA Headquarters Building, Lobby Floor, 2424 Piedmont Road, N.E.; Atlanta, Georgia 30324 at **3:00 p.m., (local time) on April 7, 2017**. The IFB can be reviewed and downloaded from MARTA’s website www.itsmarta.com. On the home page, point to “About MARTA”/click Vendor Opportunities/Current Opportunities/ click on IFB B38788/Download Invitation for Bids/Request for Bids/Log-in (first time Users must register).

All questions regarding this IFB should be submitted in writing to MARTA’s contact person, Mr. Kippine Smith, Senior Contract Specialist, Office of Contracts, Procurement and Materials, by U.S. Mail 2424 Piedmont Road, N.E., Atlanta, Georgia 30324-3330 or e-mail ksmith4@itsmarta.com. The deadline for receipt of questions is **March 17, 2017 at 5:00 p.m. (local time)**. Written inquiries received on or prior to **5:00 p.m. (local time) on March 17, 2017** by MARTA will be answered and posted as a Response to Inquiries to this IFB on MARTA’s website at www.itsmarta.com. **MARTA may not respond to any questions received after 5:00 p.m. (local time) on March 17, 2017**. If you need additional information, please contact Kippine Smith, Senior Contract Specialist, at 404-848-5918.

Sincerely,

Lisa DeGrace
Chief Contracts Officer

INVITATION FOR BIDS
B38788 DISPOSAL OF LAND PARCEL D1118 - SOUTHWEST CORNER OF WELLS STREET AND
HOBBS STREET, CITY OF AVONDALE ESTATES, DEKALB COUNTY, GEORGIA

PART 1: INFORMATION AND INSTRUCTIONS TO BIDDERS

1. General Background Information
2. Land Being Disposed
3. Definitions
4. Minimum Qualifications
5. No Offer by MARTA; Firm Offer by Bidder
6. Pre-Bid Conference
7. Additional Documentation
8. Procurement Questions; Prohibited Contacts
9. Bid Deadline
10. Required Submittals
11. Ownership of Bids
12. Bid Evaluation and Award
13. Submission of Bids
14. Rejection of Bids; Cancellation of IFB; Waiver of Technicalities
15. Georgia Open Records Act
16. Representation
17. Conflicts of Interest
18. Protests
19. Equal Employment Opportunity and Disadvantaged Business Utilization
20. Environmental Purchasing
21. Electronic Solicitation Documents
22. Award of Contract; Execution

PART 2: SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1. Contract Award
2. Bid Amount
3. Bid Security
4. Inspection Period

PART 3: SUBMITTAL FORMS

1. Acknowledgement of Addenda (Form 1)
2. Bid Form (Form 2)
3. No Conflict of Interest (Form 3)
4. Bidder's Qualifications and Business References (Form 4)
5. Office of Diversity and Inclusion Requirements (Appendix A)

PART 4: SALES CONTRACT

1. Sales Contract
2. Exhibit A: Legal Description
3. Exhibit B: Reserved
4. Exhibit C: Reserved
5. Exhibit D: Reserved
6. Exhibit E: No Conflict of Interest

PART 1: INFORMATION AND INSTRUCTIONS TO BIDDERS

- 1. General and Background Information:** The Metropolitan Atlanta Rapid Transit Authority (“MARTA”) is the ninth largest public transit system in North America, providing bus, rail and paratransit services in the greater metropolitan Atlanta area. MARTA transports over 500,000 people in the city of Atlanta and counties of Clayton, DeKalb and Fulton daily. MARTA has approximately 4,540 employees.
- 2. Land Being Disposed:** MARTA is seeking bids from Bidders to purchase MARTA’s land parcel D1118 located at the Southwest corner of Wells Street and Hobbs Street in the City of Avondale Estates, DeKalb County, Georgia. MARTA’s Office of Contracts, Procurement and Materials will administer the contract (if awarded) pursuant to the terms and conditions contained in that certain form of a sales contract attached hereto at **Part 4 (“Sales Contract”)** and incorporated herein by this reference.
- 3. Definitions:** The following definitions shall apply when used throughout this Invitation to Bids (“IFB”):

Bidder(s): Each Firm or aggregation of Firms (which may include a joint venture partnership, limited liability company or limited liability partnership) submitting a bid in response to this IFB with the intent of performing the services as the prime contractor.

Firm(s): A company or individual that has or will obtain, prior to the execution of any contract awarded hereunder, all necessary licenses required by the State of Georgia to perform the Services and is authorized to do business in the State of Georgia.

- 4. Minimum Qualifications:** To participate in this procurement, Bidders must satisfy the qualifications required by this IFB. Where the Bidder is a partnership, joint venture arrangement, limited liability company, limited liability partnership or other multiple entity organization, the entity that holds a majority ownership interest in the Bidder (i.e., over 50% ownership) must meet the minimum requirements set forth in this IFB. Additionally, prior to execution of the Contract, the successful Bidder will be required to demonstrate that it is duly authorized to conduct business in the State of Georgia. No Bidder (or an entity comprising Bidder) may submit more than one bid under the same or different names or as part of multiple organizations. MARTA reserves the right to disqualify any Bidder or entity comprising Bidder that submits more than one bid in response to this solicitation.

NOTE: This restriction set forth in this paragraph is not applicable to subcontractors.

By submitting a bid in response to this IFB, the Bidder represents and warrants to MARTA that Bidder has or will acquire all of the licenses, certifications, permits, bonding capacity and insurance. By submitting a bid concerning this procurement, Bidder acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, all of MARTA’s policies and procedures (as the same may change from time to time), all of which are incorporated into this IFB by this reference.

5. **No Offer by MARTA; Firm Offer by Bidder:** This procurement does not constitute an offer by MARTA to enter into an agreement and cannot be accepted by any Bidder to form an agreement. This procurement is only an invitation for offers from interested Bidders and no offer or bid shall bind MARTA. However, Bidder's offer is a firm offer to MARTA for a period of 120 calendar days from the bid opening date and may not be withdrawn during such 120-day time period.
6. **Pre-Bid Conference:** A pre-bid conference is scheduled for **March 2, 2017, at 2:00 p.m. (local time)** at the MARTA's headquarters building located at 2424 Piedmont Road N.E., Atlanta, Georgia 30324-3330. Bidders are advised that notwithstanding the address, MARTA's headquarters building is located west of Piedmont Road on Morosgo Drive across from the Lindbergh Rail Station. Attendance at the pre-bid conference is not required but is strongly encouraged.

Each Bidder is responsible for being fully informed regarding all existing and expected conditions and matters that may affect the cost or the performance of the Contract (including, without limitation, local labor, wage scales, means of transportation, laws, codes, regulations, licensing requirements, local tax structure, insurance requirements and all other conditions that may affect the work under the Contract). The successful Bidder, if any, will not be entitled to extra compensation or relieved of any obligation because of any conditions that could be ascertained by examining the Bid documents or any inquiry into local conditions. Bidders are likewise responsible for consulting all standards referred to in the Bid documents. Any failure to fully investigate the requirements of this IFB shall not relieve any Bidder from the responsibility to properly estimate the difficulty or cost of successfully performing the Services being sought under this IFB.

7. **Additional Documentation:** Each Bidder, if successful, acknowledges and agrees to submit such additional documentation (e.g., insurance/bonds, permits, certifications, etc.) promptly after an award pursuant to any notice provided by MARTA and as required by the terms of this IFB and the Contract.
8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this procurement **must** be submitted in writing to MARTA's contact person, Kippine Smith, Senior Contract Specialist via electronic mail ksmith4@itsmarta.com, on or before **March 17, 2017 at 5:00 p.m. (local time)**. **Questions submitted after the designated period will not be considered by MARTA.** Any response made by MARTA will be provided in writing to all Bidders by posting the same to MARTA's website at www.itsmarta.com. It is the responsibility of each Bidder to obtain a copy of all responses and/or any addenda issued for this procurement by monitoring MARTA's website. No Bidder may rely on any verbal response to any question concerning this procurement. All Bidders (and any representative thereof) are strictly prohibited from contacting any MARTA employees (or third-party representatives or consultants of MARTA) on any matter having to do with this procurement. All communications by any Bidder **must** be made with MARTA's contact person or any other MARTA employees or representatives designated by the head of MARTA's Contracts, Procurement and Materials Department.

9. Bid Deadline: To be considered responsive, a Bidder must complete and submit its Bid and all required submittals and attachments in accordance with the instructions contained or referenced in this IFB. All responses to this IFB must be received by MARTA's Department of Contracts, Procurement and Materials, 2400 Piedmont Road N.E., Atlanta, Georgia 30324-3330, on or before **April 6, 2017, at 2:00 p.m. (local time)**. Any Bid received after this time will not be considered/reviewed and will be rejected and returned. Bids will be opened publicly at MARTA's Headquarters Building, 2424 Piedmont Road N.E., Atlanta, Georgia 30324-3330 on **April 7, 2017, at 3:00 p.m. (local time)**.

10. Required Submittals:

- a. **Form 1: Acknowledgement of Addenda.** Each Bidder **must** complete and submit an acknowledgement with its bid that it has received all Addenda issued by MARTA for this IFB. This form is provided and may be used to satisfy this requirement.
- b. **Form 2: Bid Form.** Each Bidder **must** complete, sign and submit a Bid Form with its bid submission. The Bid Form shall be completed as follows:
 - (i) **Prices.** Bidders **must** enter numbers in all spaces provided.

Bidders must multiply their Base Bid Price by 103% and enter the resulting number in the Total Bid Amount column. In the event of a miscalculation of the Total Bid Amount, the Base Bid Price will be deemed intended by the Bidder and the Total Bid Amount shall be adjusted.
 - (ii) **Execution.** The Bid Form **must** be signed by an authorized employee or representative of the Bidder.
 - (iii) **Modification.** Bidder **may not** delete, modify or supplement the printed matter on the Bid Form or make any substitutions therefor unless specifically permitted (or directed) on the Bid Form.
- c. **Form 3: No Conflict of Interest.** Each Bidder **must** furnish with their bid the information called for by the form. If the form is omitted or if the information furnished is incomplete or inadequate, the Authority may require that additional information be submitted after the bid deadline and before an award is made.
- d. **Form 4: Bidder's Qualification and Business References.** Each Bidder is requested to furnish with their bid the information called for by the form. If the form is omitted or if the information furnished is incomplete or inadequate, the Authority may require that additional information be submitted after the Bid Deadline and before an award is made. If the Bidder is a joint venture, each joint venture must prepare and submit a separate form. Extra form, if needed, maybe obtained from MARTA by contacting MARTA's contact person for this IFB.

- e. **Appendix A: Office of Diversity and Inclusion Requirements.** MARTA's Office of Diversity and Inclusion ("ODI") program(s) applicable to this procurement and any Contract that may be awarded pursuant to this procurement are set forth in **Appendix A** attached hereto. Each Bidder **must** furnish the information requested by **Appendix A** with their bid.

11. Ownership of Bids: Each bid submitted to MARTA will become the property of MARTA, without compensation to a Bidder, for MARTA's use, in MARTA's sole discretion.

12. Bid Evaluation and Award:

- a. Upon the timely receipt of the Bids, MARTA shall determine which Bidders are responsive and responsible. Each responsive and responsible Bid received by MARTA constitutes an offer to perform the Contract upon the terms and conditions contained in the Contract for the prices contained on the Bid Form, which may be accepted by MARTA giving the successful Bidder notice of award during the period set forth in Section 5 hereinabove.
- b. After Bids have been opened and before any award is made, MARTA will evaluate the Bid Form and all of the information supplied by Bidder in response to this IFB. To be considered for award, a Bidder must be technically and financially qualified to perform the Contract as determined by MARTA. In the event of an award, the Contract shall control over any such information submitted and any opinions with respect thereto that may be expressed, and any evaluations thereof that may be made, by personnel of the Authority during the pre-award survey.
- c. The Contract will be awarded, if at all, to a responsive and responsible Bidder who is technically, financially and otherwise qualified to satisfactorily perform and meet all conditions in the Contract. MARTA reserves the right to accept a Bid other than the highest, if it determines that MARTA's interests will be best served by doing so, or to reject all Bids or parts of Bids received.
- d. If only one (1) acceptable bid is received, MARTA will determine whether a price or cost analysis of the bid is required. If MARTA decides to make a price or cost analysis, the Bidder will provide all information needed and requested by MARTA to do so, and shall otherwise cooperate as necessary for the purpose.

13. Submission of Bids:

- a. Bids must be submitted according to the requirements of this IFB. All blank spaces must be typed or hand written in blue or black ink. All dollar amounts must be typed or hand written in BOTH in word and numeric form (e.g., One Dollar and No Cents (\$1.00)). Bidders are advised that the written figures will prevail over the numerical figures in the event of a discrepancy between the two in any Bid document. For example only, if a final bid of "One Dollar and No Cents (\$2.00)" is received, then the written figure of One Dollar and No Cents is the amount of the final bid. All corrections to any entry must be lined out and initialed by the Bidder prior to Bid submission. Do not use correction tape or fluid.

- b. Bids shall be signed by hand by a principal of the Bidder with MARTA to bind the Bidder and enter into an agreement with MARTA. Joint ventures or partnerships must designate one joint venture member/partner to represent the joint venture or partnership, respectively, with MARTA to submit and execute a Bid, bind the entity as well as enter into an agreement with MARTA. Each Bidder is responsible for the preparation of its Bid and for the costs associated therewith.
- c. Each Bidder must submit a complete bid in accordance with the requirements of this IFB. The format for the submission of a bid mandated by this IFB is not negotiable. The name and number of the project is: **IFB B38788: Disposal of Land Parcel D1118 – Southwest Corner of Wells Street and Hobbs Street, City of Avondale Estates, DeKalb County, Georgia**. Bids must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the solicitation, Bid Number, Bidder's Name and address, and Bidder's Federal Work Authorization User Identification Number. All bids must be submitted to:

**Metropolitan Atlanta Rapid Transit Authority
Office of Contracts, Procurement and Materials
2400 Piedmont Road, N.E.
Atlanta, Georgia 30324-3330
Attn: Contract Control (IFB B38788)**

(See Map at the end of Part 1)

- d. **Bids must be submitted to the above address between the hours of 9:00 a.m. and 2:00 p.m. (local time) Monday through Friday. Bids will not be accepted on the following days: New Year's Day, Martin Luther King, Jr's birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Any Bid received after this time will not be considered and will be rejected and returned.**
- e. **Contractors should arrive well in advance of the deadline set forth herein because all packages/deliveries to MARTA are scanned prior to acceptance thereof. Contractors should allocate adequate time to have their package scanned so the same is received by MARTA prior to the deadline set forth herein.**
- f. A Bidder shall submit one (1) original complete bid (which **must** include the Bid Form) marked "Original", one (1) hardcopies (i.e., paper) format and one (1) compact disc (or USB drive [a.k.a., jump or flash drive]) copy of its bid.
- g. Each Bidder shall promptly notify MARTA in writing, prior to the Bid Deadline, should the Bidder find discrepancies, errors, ambiguities or omissions in any of Bidder's bid documents or should the intent or meaning set forth in Bidder's bid documents appear unclear or ambiguous.

h. Each Bidder shall promptly notify MARTA in writing should the Bidder find discrepancies, errors, ambiguities or omissions in any of the IFB documents prior to the end of the question/comment period set forth herein. MARTA will reply to such notices, if necessary, by issuing an addendum to the IFB. It is the responsibility of each Bidder to obtain a copy of any addendum issued for this IFB by monitoring MARTA's website at www.itsmarta.com.

14. Rejection of Bids; Cancellation of IFB; Waiver of Technicalities: MARTA reserves the right to reject any bid or all bids or to waive any technical defect in a bid before or after the Bid Deadline. MARTA also reserves the right to (a) reject any bid that contains prices that appear to be unbalanced if MARTA determines, in its sole discretion, that such rejection is in MARTA's best interests and (b) cancel this IFB at any time for any reason or no reason. Additionally, MARTA may, by addendum, modify any provision or part of this IFB at any time prior to the Bid Deadline. The Bidder shall not rely on oral clarifications to the IFB unless they are confirmed, in an issued addendum. MARTA also reserves the right to award based upon a Bidder's original submission without discussion.

15. Georgia Open Records Act: Information provided to MARTA is subject to disclosure under the Georgia Open Records Act ("**GORA**"). Pursuant to O.C.G.A. § 50-18-72(a)(34), "*[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]*."

16. Representation: By submitting a bid in response to this IFB, Bidder acknowledges and represents that: (a) the accompanying bid is made by a person or business entity that is neither a high cost lender nor a predatory lender, nor is the Bidder an affiliate of a high cost lender or a predatory lender, as defined by the Official Code of Georgia Annotated ("**Code**") Section 58-102; (b) it has read all of the IFB documents (including, without limitation, the Contract) and acknowledges that, if successful, Bidder shall be bound by the requirements stated therein; (c) the signatory to the bid is the Bidder (or Bidder's duly authorized agent or employee of the Bidder with MARTA to bind Bidder hereto); (d) any information or disclosure provided in response to this IFB are fully restated herein and remain truthful and accurate representations up to and including the date Bidder submits its bid to MARTA; (e) MARTA will not agree to make any substantive revisions to the Contract; (f) it will be bound by MARTA's Code of Ethics available at <http://www.itsmarta.com/uploadedFiles/More/Procurement/Code-of-Ethics-Final-2013.pdf>, as the same may be amended from time to time in MARTA's sole discretion; and (g) it agrees that it will voluntarily notify MARTA immediately if any information or disclosure provided to MARTA during any part of this procurement process changes, is no longer accurate or would be misleading in any way.

17. Conflict of Interest: By submitting a bid in response to this IFB, Bidder is representing and warranting to MARTA that none of the following, during the term of the Contract or for one (1) year thereafter, have or will have any interest, direct or indirect, in the Contract or in any part of the proceeds, therefor: (a) members of the MARTA Board of Directors; (b) officers or

employees or former employees of MARTA, or of any representative of MARTA in the administration of this Contract, pursuant to MARTA's Code of Ethics and Standards of Conduct. This Section also applies to members of or delegates to the United States Congress or the Georgia legislature; and members of the governing body, and all other officers and employees, of the City of Atlanta or the counties of Clayton, DeKalb or Fulton.

18. Protests: Any protest or objection to this IFB or the solicitation process related to this IFB must be submitted, in a timely manner, in accordance with the Protest Procedures set forth on MARTA's website at <http://www.itSMARTA.com/uploadedFiles/More/Procurement/16-Nov-Bid%20Protest-10.3.59%203-25-2010.pdf>.

19. Equal Employment Opportunity and Disadvantaged Business Utilization: All Bidders are (a) strongly encouraged to consider the use of Disadvantaged Business Enterprises ("DBE(s)") in all aspects of the Contract that will be awarded pursuant to this solicitation process and (b) will be required to document their good faith efforts in this regard as an integral part of their Bid. Refer to the Equal Employment Opportunity and Disadvantaged Business Enterprise Requirements.

A current listing of DBE's certified with the Georgia Unified Certification Program DBE Directory, as the same may change from time to time, is located at <http://www.dot.ga.gov/PS/Business/DBE>.

MARTA has assigned a 0% goal for Disadvantaged Business Enterprise (DBE) participation in this project, the Bidder agrees and warrants that Bidder:

(i) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin; (b) comply with all the provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and other relevant orders of the US Secretary of Labor, and Bidder will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by Title VI of the Civil Rights Act of 1964, as well as, the Age Discrimination in Employment Act effective June 12, 1968, and will permit access to books, records and accounts by MARTA, the Secretary of Labor and/or the Secretary of Transportation, for purposes of investigation to ascertain Bidder's compliance with such rules, regulations, and orders; (c) take affirmative action to assure that Disadvantaged Business Enterprises are strongly pursued for participation on this contract and will document their best efforts to ascertain DBE participation in different aspects of the project as an integral part of their submitted Bid. The breach of any of the foregoing agreements and warranties shall be a material breach of this contract, for which MARTA, in addition to all other remedies, shall have the right to cancel the contract; and (d) provide MARTA with a written copy of its equal opportunity policy statement if less than fifty (50) employees and a copy of current written affirmative action plan if fifty (50) or more employees, which will be accomplished prior to Contract award.

20. Environmental Purchasing: MARTA desires to use Environmentally Preferable Purchasing (EPP) criteria when making purchases for commodities and services. Environmentally Preferable Purchasing refers to securing products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the

same purpose. These products minimize the consumption of resources, energy and water; prevent the creation of solid waste, air pollution or water pollution; minimize the use of materials or processes which compromise the environment; and/or promote the use of non-toxic substances and avoid toxic materials or processes.

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

- (i) Alternative Energy Source
- (ii) Bio-Based
- (iii) Biodegradable
- (iv) Compostable
- (v) High Recycled Content
- (vi) Low Toxicity
- (vii) Low Volatile Organic Compound (VOC)
- (viii) Pollution (air, water, solid waste) Reduction
- (ix) Recyclable
- (x) Repairable
- (xi) Resource Efficient (water conserving and/or energy efficient)
- (xii) Reusable

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

- (i) All copies should be printed double-sided.
- (ii) All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e., paper made from raw materials other than trees, such as kenaf). All Bids should note the level of recycled content contained in the paper being used.
- (iii) Unless absolutely necessary, all Bids and copies should minimize or eliminate the use of non-recyclable or non-reusable materials, such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three-ringed binders, glued materials, paper clips and staples are acceptable.
- (iv) Bidders should submit materials in a format that allows for easy removal and recycling of paper materials.
- (v) Bidders are encouraged to use other products that contain recycled content in their Bid documents. Such products may include, but are not limited to, folders, binders, paper clips, discs, envelopes, boxes, etc. Where appropriate, Bidders may wish to note which products in their Bids are made with recycled materials.
- (vi) Unnecessary samples, attachments or documents not specifically asked for should not be submitted with the Bids.

21. Electronic Solicitation Documents: This IFB is being made available to all Bidders by electronic means. By responding to this IFB, Bidder acknowledges and accepts full responsibility to ensure that it is responding to the correct form of IFB, including any addenda issued by MARTA's Department of Contracts, Procurement and Materials. Bidder acknowledges and agrees that in the event of a conflict between the IFB in the Bidder's possession and the version maintained by MARTA's Department of Contracts, Procurement and Materials, the version maintained by MARTA's Department of Contracts, Procurement and Materials shall govern. The IFB document is available at www.itsmarta.com. A CD of the Bid Document may be purchased for a sum of \$15.00 at MARTA's Contract Control Office, 2424 Piedmont Road, N.E. Atlanta, Georgia, Monday through Friday, 8:30 a.m. to 4:30 p.m. the CD may be requested from MARTA either in person at the address above or by mail addressed to MARTA's Contract Control Office, 2424 Piedmont Road, N.E. Atlanta, Georgia 30324-3330. The Bid documents will be necessary to prepare a bid. Payments may be in the form of credit/debit card, money order or company check made payable to MARTA. Personal checks will not be accepted as payment. For credit/debit card purchases, please contact Contract Control at (404) 848-5580. All payments are non-refundable.

22. Award of Contract; Execution: If MARTA awards a Contract pursuant to this procurement, MARTA will prepare and forward to the successful Bidder a Contract for execution substantially in the form included in solicitation document.

The address for receiving all deliveries to MARTA Headquarters Complex (HQ - 2424 Piedmont Rd NE and HQ Annex - 2400 Piedmont Rd NE) is:

MARTA HQ Annex

2400 PIEDMONT RD NE

ATLANTA GA 30324

404-848-5081 Annex Mail Center

404-848-4773 Mail Services Supervisor

Directions from MARTA HQ to MARTA Receiving at the HQ Annex (see map below):

East on Morosgo Drive to Piedmont Rd. NE

South on Piedmont Rd to Garson Dr. NE

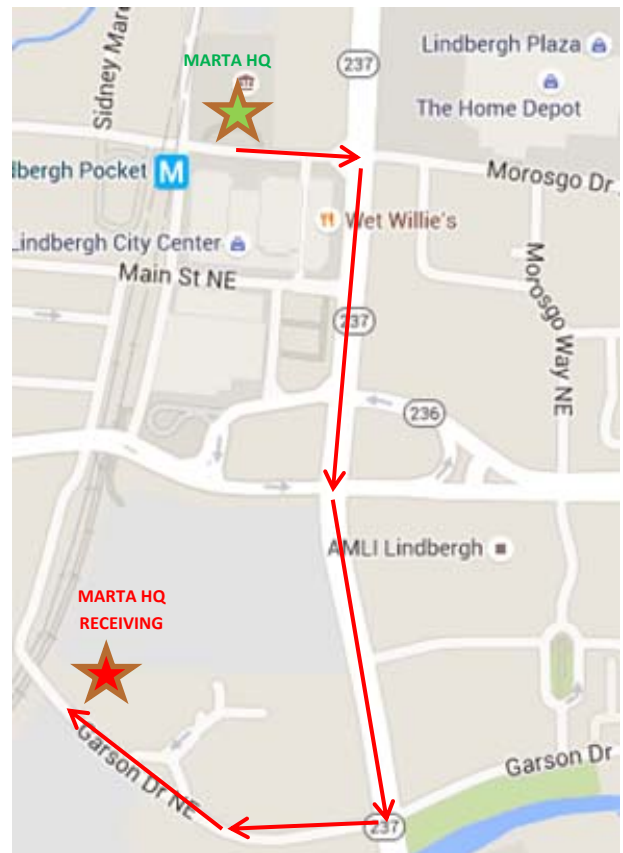
West on Garson Dr. NE to third driveway on the right

RECEIVING HOURS:

Monday – Friday

9:00 am – 2:00 pm

Closed: New Year's Day/Martin Luther King, Jr Holiday/Memorial Day/Independence Day/Labor Day/Thanksgiving Day/Friday Following//Thanksgiving Day/Christmas Day



Driving Directions from I-75 S

From I-75 S,

Use the left 3 lanes to take exit 251 to merge onto I-85 N, follow signs for I-85 N

Take the Buford Hwy N exit

Merge onto GA-13 N

Take the GA-237 N/Piedmont Rd NE exit

Turn right onto Piedmont Rd NE

Turn left onto Garson Dr. NE (turn into third driveway on right)

OVER FOR DRIVING DIRECTIONS FROM I-75 N/I-85 N, I-85 S AND GA - 400

&

DIRECTIONS TO THE HQ ANNEX MAIL CENTER LOADING DOCK

<u>Driving Directions from I-75/I-85 N</u>	<u>Driving Directions from I-85 S</u>	<u>Driving Directions from GA-400 S</u>
<p>From the I-75 N/I-85 N Connector northbound,</p> <p>Keep left at fork to stay on I-85 N, follow signs for I-85 N</p> <p>Take the Buford Hwy N exit</p> <p>Merge onto GA-13 N</p> <p>Take the GA-237 N/Piedmont Rd NE exit</p> <p>Turn right onto Piedmont Rd NE</p> <p>Turn left onto Garson Dr. NE (turn into third driveway on right)</p>	<p>From I-85 southbound,</p> <p>Take exit 88 for Lenox Rd toward GA-400 N/Cheshire Br Rd</p> <p>Turn left onto Cheshire Bridge Rd NE</p> <p>Turn right onto GA-236 W/Lavista Rd NE/Lindbergh Dr NE</p> <p>Turn left onto GA-237S/Piedmont Rd NE</p> <p>Turn right onto Garson Dr NE (turn into third driveway on right)</p>	<p>From GA-400 southbound,</p> <p>Take exit 18 for Sidney Marcus Blvd</p> <p>Turn left onto GA-237 S/Piedmont Rd NE</p> <p>Turn right onto Garson Dr NE (turn into third driveway on right)</p>

Directions to the HQ Annex Mail Center Loading Dock

Enter the driveway (note signage on fence for MARTA HQ Annex, MARTA Police) and proceed to the gate and intercom. Press the intercom button and provide the Protective Specialist:

- Your Name
- Your Company Name
- Purpose for Your Visit

From the gate, proceed to the first stop sign and turn left to the HQ Annex Mail Center and loading dock. The pedestrian entrance and doorbell are to the left of the loading dock.



PART 2: SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following supplementary instructions to Bidders for **IFB B38788: Disposal of Land Parcel D1118 - Southwest Corner of Wells Street and Hobbs Street, City of Avondale Estates, DeKalb County, Georgia** adds to, modifies and/or amends the instructions set forth elsewhere in this solicitation document. In the event of a conflict between the instructions contained in this Part 2 and the balance of the IFB, the terms and conditions set forth in this Part 2 shall control.

1. CONTRACT AWARD

The rights and benefits, if any, of the Bidder under and pursuant to the IFB shall be awarded, if at all, to the highest responsive and responsible Bidder. The highest bid shall be that bid which states the highest Total Bid Amount, provided that no bid amount of less than the minimum bid amount set forth shall be accepted by MARTA.

2. BID AMOUNT

MARTA has established a minimum bid amount of **\$399,000.00** for Parcel **D1118 – Southwest Corner of Wells Street and Hobbs Street, City of Avondale Estates, DeKalb County, Georgia** and will not accept an amount which is below the minimum bid. This amount does not include any other fees associated with the purchase of this property.

Bidders acknowledge that as a condition of the purchase of the property that the buyer will be obligated to include in its offer, the total brokerage fee of MARTA's Broker of Record to be paid and distributed at closing.

Red Rock Global LLC, located at 191 Peachtree Street NE, Suite 3280, Atlanta, GA 30303 shall act as MARTA's Broker of Record. All bidders must include a brokerage fee of 3% which, along with their bid amount, shall make up the bidder's total bid amount.

3. BID SECURITY

The bid must be accompanied by a certified or cashier's check made payable to the order of MARTA in the amount of **10%** of the "Minimum Acceptable Bid" located on Form 2 of this IFB for the parcel, which shall constitute security for such Bid. Such checks shall be returned to all unsuccessful Bidders within thirty (30) calendar days after contract award.

The amount of the check of the Bidder whose bid has been accepted by MARTA shall be credited against such Bidder's payment of the bid amount in accordance with the terms and conditions of the IFB. If the Bidder, whose bid has been accepted by MARTA, fails or refuses to enter into any required instruments or documents or fails or refuses to pay MARTA the bid amount in strict accordance with this IFB, then the check deposited, as aforesaid, and the money standing to the credit of said check shall be forfeited to MARTA as fixed and liquidated damages (and not as a penalty) due MARTA for such Bidder's breach of Bidder's obligations under this IFB.

PART 3: SUBMITTAL FORMS

1. Acknowledgement of Addenda (Form 1)
2. Bid Form (Form 2)
3. No Conflict of Interest (Form 3)
4. Bidder's Qualification and Business References (Form 4)
5. Office of Diversity and Inclusion Requirements Submittals (Appendix A)

FORM 1
ACKNOWLEDGMENT OF ADDENDA

Each Bidder must complete and submit an acknowledgement with its bid that it has received all Addenda issued by MARTA for this solicitation. If none were issued check the box next to the word "NONE" below. This form has been included and may be used to satisfy this requirement. This is to acknowledge receipt of the following Addenda for **IFB B38788: Disposal of Land Parcel D1118 - Southwest Corner of Wells Street and Hobbs Street, City of Avondale Estates, DeKalb County, Georgia.**

NONE []

1. _____;
2. _____;
3. _____;
4. _____;
5. _____;
6. _____;
7. _____;
8. _____;
9. _____;
10. _____; and
11. _____.

Date: _____, 20____

Corporate Bidder or Bidder:
[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Date: _____, 20____

Non-Corporate Bidder or Bidder: [Insert
Bidder Name]

By: _____

Print Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

FORM 2
BID FORM

On and as of _____, 2016, the undersigned, having examined carefully and become familiar with the (a) accompanying **IFB B38788: Disposal of Land Parcel D1118 - Southwest Corner of Wells Street and Hobbs Street, City of Avondale Estates, DeKalb County, Georgia**; (b) any addenda to the IFB; and (c) the Sales Contract (as defined in the IFB) being solicited by the Metropolitan Atlanta Rapid Transit Authority (“MARTA”), hereby submits this bid to MARTA in response to **IFB No. B38788**.

Upon contract award this **Form 2**, Bid Form, shall become Exhibit C, Payment Schedule of the Contract.

PARCEL NUMBER	MINIMUM ACCEPTABLE BASE BID AMOUNT	BIDDER'S BASE BID PRICE	BROKERAGE FEE AMOUNT	TOTAL BID AMOUNT (BIDDER'S BASE BID PRICE + BROKERAGE FEE)
PARCEL D1118 - SOUTHWEST CORNER OF WELLS STREET AND HOBBS STREET, CITY OF AVONDALE ESTATES, DEKALB COUNTY, GEORGIA	\$399,000.00	\$	\$	\$

Note: Bidder acknowledges that no bid stating a base bid price of less than **\$399,000.00** shall be accepted by MARTA for Parcel D1118. Bidder also acknowledges that in addition to their total bid amount, if a sales contract is executed between them and MARTA, they will be responsible for all fees related to the purchase of the property including, but not limited to seller brokerage fees.

<p>Corporate Bidder: [Insert Corporate Name]</p> <p>_____</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>_____</p> <p>Corporate Secretary/Assistant Secretary (Seal)</p>	<p>Non-Corporate Bidder: [Insert Bidder Name]</p> <p>_____</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>_____</p> <p>Notary Public (Seal) My Commission Expires: _____</p>
--	---

This Bid is a firm offer irrevocable for one hundred twenty (120) days after Bids have been opened.

FORM 3
CERTIFICATION OF NO CONFLICT OF INTEREST

Except as may be identified and explained below, the undersigned hereby certifies that (a) no member of the Board of Directors, officer, and employee of the Metropolitan Atlanta Rapid Transit Authority, (b) no elected, appointed, and employed official or employee of the State of Georgia and of a governing body, instrumentality, or political subdivision within the territory comprising the Counties of Fulton, DeKalb or Clayton, Georgia, and (c) no relative of any persons described above, (d) no member of and delegate to the Congress of the United States has an interest whatsoever (regardless of how indirect and how remote that interest may be) in Consultant's organization and in the proceeds of a Contract and agreement which might be made between Consultant and the Metropolitan Atlanta Rapid Transit Authority as a result of the bid, quote, bid and/or qualification statement accompanied by this certification, and (e) no person who is or who during the past twelve months has been a member of the Board of Directors, an officer, or an employee of the Metropolitan Atlanta Rapid Transit Authority is employed by or on behalf of the Consultant's organization.

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

NOTE: THIS CERTIFICATION MUST BE SIGNED AND SUBMITTED TO MARTA.

Signature _____

Print Name _____

Title _____ Telephone #: (____) _____

Name of Consultant Company _____

Address _____

FORM 4
BIDDER'S QUALIFICATIONS AND BUSINESS REFERENCES

Name of Bidder _____

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

_____ (State) _____ (Zip Code)

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

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

1. Are you registered to do business in Georgia? _____ Classification _____
2. Do you hold a valid Business License? _____ Municipality/ License No. _____
3. Are you an individual _____, a partnership _____, a corporation _____, or a joint venture _____?
(Check as applicable)

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

4. How many years has your organization been in business under your present business name?
____ Yrs.

5. How many years of experience has your organization had in work similar to the work of this Contract?

(a) As a prime contractor? _____

(b) As a subcontractor? _____

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

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

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

If so, give details _____

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

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

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

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

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

11. References: List customers, including public bodies, for whom you have done work during past five (5) years:

Name	Address	Business

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

Name of the Bank: _____

Street Address: _____

City and State: _____ Telephone: _____

Officer familiar with Bidder's Account: _____

Name of the Bank: _____

Street Address: _____

City and State: _____ Telephone: _____

Officer familiar with Bidder's Account: _____

Name of the Bank: _____

Street Address: _____

City and State: _____ Telephone: _____

Officer familiar with Bidder's Account: _____

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

Name of Surety/Insurance Company: _____

Name of Local Agent (if different): _____

Local Street Address: _____

City and State: _____ Telephone: _____

Person familiar with Bidder's Account: _____

Name of Surety/Insurance Company: _____

Name of Local Agent (if different): _____

Local Street Address: _____

City and State: _____ Telephone: _____

Person familiar with Bidder's Account: _____

14. Is any litigation pending against your organization or has your organization been engaged in any litigation or adversarial proceedings within the last five (5) years? [check the correct response below]

Yes _____ No _____

If your response is yes, please provide a detailed description of each proceeding below. (use additional pages if necessary)

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

BIDDER'S NAME _____

DATE OF SIGNING _____

SIGNATURE _____

TITLE _____

APPENDIX A
OFFICE OF DIVERSITY AND INCLUSION REQUIREMENTS

See attached.

PART 4
SALES CONTRACT

STATE OF GEORGIA
COUNTY OF DEKALB

LAND SALES CONTRACT
DISPOSAL OF LAND PARCEL D1118 - SOUTHWEST CORNER OF WELLS STREET AND HOBBS STREET, CITY OF AVONDALE ESTATES, DEKALB, COUNTY, GEORGIA

This LAND SALES CONTRACT is made and entered into by Metropolitan Atlanta Rapid Transit Authority ("MARTA" or "Seller") and the undersigned party ("Purchaser") on and as of _____, 2017.

IN CONSIDERATION OF the mutual covenants and conditions contained herein, and other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The undersigned Purchaser agrees to buy and the undersigned Seller agrees to sell a parcel of real property (more particularly described in the attached Legal Description "**Exhibit A**") generally located at the Southwest Corner of Wells Street and Hobbs Street, City of Avondale Estates, DeKalb County, Georgia (hereinafter referred to as the "Property"). The Property being conveyed is approximately 93,129 square feet in size.

The property is only being sold on a strictly "**AS IS**" basis and in the condition that may exist at the time of the Bidder's submission of a bid pursuant to the terms and conditions of the IFB. **MARTA EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER WITH RESPECT TO THE PROPERTY OR THE CONDITION OF THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY FOREGOING DISCLAIMER, MARTA SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR USE OR FOR ANY USE AT ALL.**

2. (a) The sale price is _____ U.S. Dollars, of which 10% has been paid upon the execution and submission of this Sales Contract, the receipt of which the Authority hereby acknowledges, and the balance of which is the amount of _____ U.S. Dollars, shall be paid in full, in cash, by Purchaser to the Authority, at the time of closing this sale. In addition, Purchaser agrees to pay 3% of the sale price (i.e., above/in addition to the sale price) as the brokerage fee to Red Rock Global LLC., MARTA's Broker of Record and any and all taxes upon or in respect of the transfer of the said Property, all fees for recording the conveyance thereof, and any other fees and costs in connection with or arising out of the said transfer or the closing thereof. If the Purchaser wishes to insure this title to the said Property, Purchaser shall be responsible for obtaining such insurance at Purchaser's expense.

(b) The initial payment or deposit indicated in paragraph 2(a) of this Sales Contract shall constitute security for the offer made by Purchaser. At closing, the amount of initial payment or deposit shall be credited to Purchaser against the purchase price specified in this Sales Contract. If Purchaser fails or refuses to close on terms and conditions in this Sales Contract, the amount of said security deposit shall be forfeited to Seller as fixed and liquidated damages for breach of Purchaser's obligation in this Sales Contract.

3. (a) Seller specifically disclaims any representation or warranty as to (i) the condition of the Property or the Property's fitness for any particular use, (ii) zoning or other restrictions, legal or otherwise, affecting the use or occupancy of the property, (iii) the title to the Property, except as expressly stated in the Limited Warranty Deed by which the Property is to be conveyed and (iv) any adverse impacts, including without limitation, any vibrations or noise, that Seller's construction operation and maintenance of a rapid rail transit system may have on the Property.

(b) Purchaser and their duly authorized representatives may inspect the Properties on any day prior to the day of the Bid Opening. MARTA expresses no opinion and makes no estimate or representation, express or implied, with respect to the work required for any improvement or other use of the Property or with respect to the cost of such work. The Bidder, whose bid is accepted by MARTA, shall assume the full risk of, and responsibility for, any and all defects, deficiencies, and other conditions, whether latent or such as inspection would reasonably disclose.

(c) Purchaser shall have forty-five (45) days from the execution of Sales Contract (hereinafter referred to as the "Inspection Period") to conduct testing and obtain reports relating to the Property. Purchaser shall coordinate its inspections with MARTA's Manager of Real Estate.

Purchaser hereby covenants and agrees to indemnify and hold harmless Seller from any and all loss, liability, costs, claims, demands, damages, actions, causes of action, and suits arising out of or in any way related to the exercise by Purchaser or Purchaser's rights under this subparagraph.

In the event, Purchaser determines, in its sole discretion, that the property is not acceptable for Purchaser's intended purposes, then Purchaser may withdraw from the Sales Contract by giving written notice to Seller on or before the last day of the Inspection Period.

(d) If Purchaser withdraws from the Sales Contract during the Inspection Period, MARTA shall return the entire Bid Security to Purchaser. If Purchaser withdraws from the Sales Contract after the Inspection Period, MARTA will retain 100% of the Purchaser's Bid Security, as compensation for Seller's time and expenses related to the sale of the property and not as a penalty.

(e) The closing of the sale shall take place not later than **One Hundred Twenty (120)** days next after acceptance of this contract by Seller.

4. If Purchaser fails to give notice of withdrawal prior to the end of the Inspection Period, then such conditions shall be deemed to have been waived by Purchaser, and the Bid Security shall become non-refundable, and the Sales Contract shall remain in full force and effect.
5. The terms of this sale are that the sales price be paid in full not later than the closing of the sale. Any loans or financing that Purchaser may wish to arrange in order to meet such payment are a matter strictly between Purchaser and Purchaser's prospective lender or lenders. The failure to obtain financing shall not excuse the Purchaser from obligation to make timely payment, or from any other obligation thereunder.
6. Seller shall, at closing, convey the Property to Purchaser by Limited Warranty Deed in the form attached hereto as Exhibit B and incorporated herein by this reference. The Property shall be conveyed subject to (a) zoning ordinances affecting the property, (b) general utility easements of record serving the property, (c) subdivision restrictions of record, and (d) other easements and other restrictions and encumbrances of record. In the event that Purchaser, within thirty (30) calendar days following the date this Sales Contract is entered into, gives Seller written notice of Purchaser's desire to accept the Property subject to any leases covering the Property, then Seller shall, at closing transfer or assign to Purchaser the interest of Seller under said leases and Purchaser shall accept the Property subject to said leases and shall assume all obligations of Seller thereunder.
7. In the event that the Property is destroyed or substantially damaged before closing, then at the election of Purchaser: (a) this Sales Contract may be canceled, or (b) Purchaser may consummate this Sales Contract and receive any insurance proceeds, if any, that are to be paid on the claim of loss on the Property. Purchaser shall make this election in writing within ten (10) Calendar days following the date Purchaser has been notified in writing by Seller of the amount of said insurance proceeds, if any. In the event that Seller fails to notify Purchaser of the amount of said insurance proceeds, if any, within forty-five (45) calendar days following the occurrence of such damage or destruction, Purchaser may, at Purchaser's option, cancel this Sales Contract.
8. Purchaser shall be entitled to possession of the Property from and after the closing of this sale, except where Property is occupied by tenants in which case said tenants and/or occupants shall be given sixty (60) days written notice to vacate Property. Possession shall be had by Purchaser after said sixty (60) day notice.
9. Time is of the essence of this Sales Contract.
10. This Contract shall be subject to and governed by the laws of the State of Georgia. Any action, suit, or other proceeding arising out of or resulting from this Contract must be brought in Fulton County Superior Court or any federal court in the State of Georgia having jurisdiction thereof. The Bidder consents and submits to the jurisdiction of such courts in any such action, suit, or proceeding, and waives any objections to the jurisdiction thereof over the Bidder's person.

11. This Sales Contract constitutes the sole and entire agreement between the parties hereto, and no modification of this Sales Contract shall be binding unless attached hereto and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Sales Contract shall be binding upon any party hereto.
12. In the event that Purchaser has obtained the services of a Real Estate Broker or Agent in connection with Purchaser's purchase of the Property, Purchaser shall be solely responsible for any fees or payment due to such Real Estate Broker or Agent.
13. This Sales Contract shall be binding upon and inure to the benefits of the heirs, assigns, successors and personal representatives of the parties hereto.
14. Purchaser warrants and agrees to hold harmless the Authority from any property damage occurring from vibration as a result of MARTA's rail or construction activity in the vicinity in which purchased Property is located.
15. Purchaser undertakes, represents, and warrants that none of the following persons, during his tenure or for one year thereafter, has or will have any interest, direct or indirect, in the Contract or in any part of the proceeds hereof: members of MARTA's Board of Directors; officers or employees of MARTA (or former employees of MARTA who within the preceding twelve month period have been a MARTA employee), or of any representative of MARTA in the administration of the Contract; members of or delegates to the United States Congress or to the Georgia legislature; and members of the governing body, and all other officers or employees of MARTA, City of Atlanta or the Counties of Clayton, Cobb, DeKalb, Fulton or Gwinnett, Georgia.
16. Rents, utilities and real estate taxes for the year in which this sale takes place shall be pro-rated as of the date of closing.
17. The sale is subject to the approval of the Board of the Metropolitan Atlanta Rapid Transit Authority.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into this Sales Contract by placing their hands and seals hereto on the date first above written.

SELLER:
METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

Keith T. Parker, AICP
General Manager/CEO

Approved as to Legal form:

Counsel
Metropolitan Atlanta Rapid Transit Authority

PURCHASER:

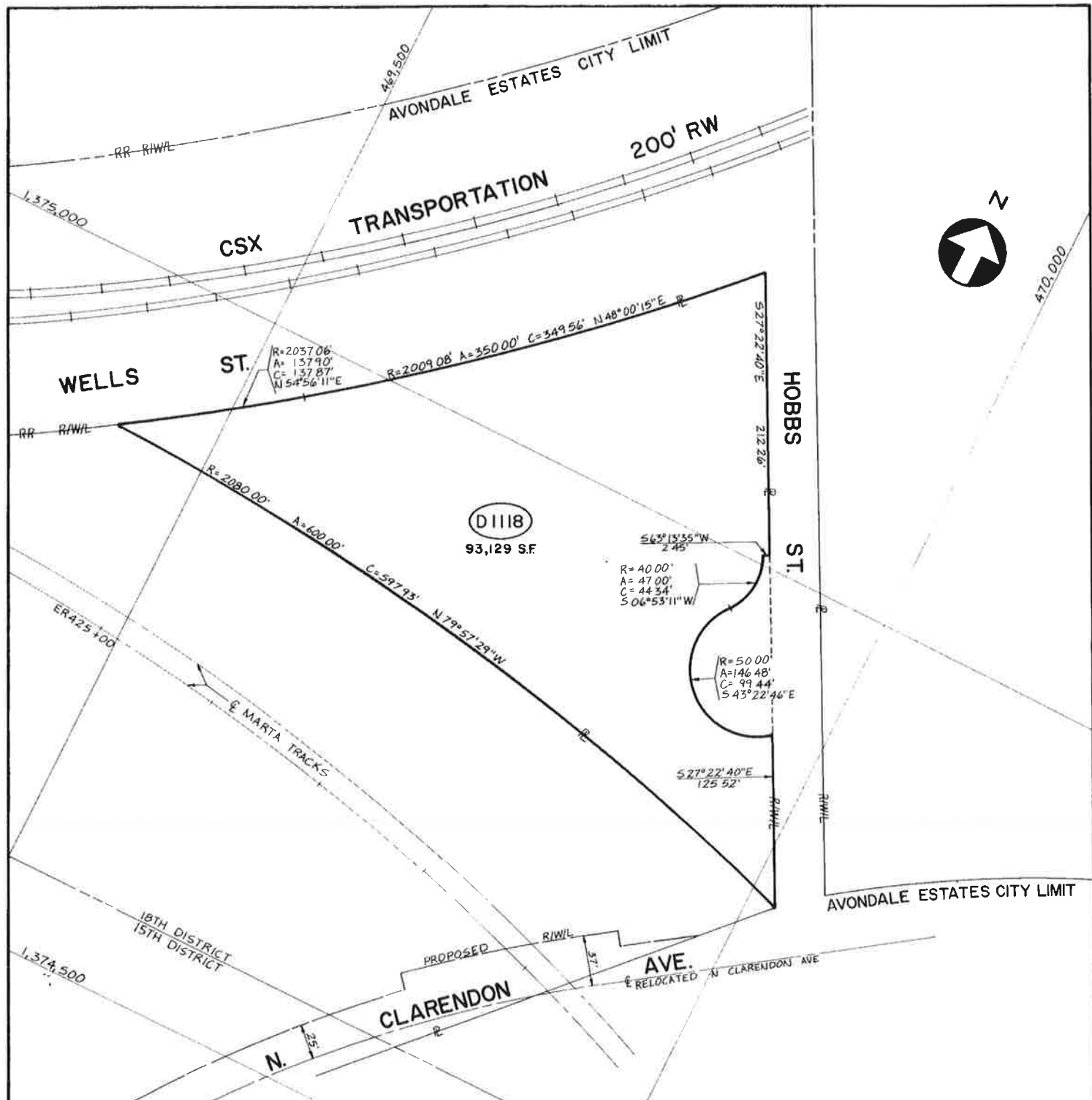
Printed Name: _____
Title: _____

ATTEST:

Printed Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

See attached.



MARTA ACQUISITION PARCEL: E892

THE PREPARATION OF THIS DRAWING HAS BEEN FINANCED IN PART THROUGH A GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION, URBAN MASS TRANSPORTATION ADMINISTRATION, UNDER THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED, AND IN PART BY THE TAXES OF THE CITIZENS OF FULTON AND DEKALB COUNTIES OF THE STATE OF GEORGIA.

DESIGNED	<i>[Signature]</i>
DRAWN	<i>[Signature]</i>
CHECKED	<i>[Signature]</i>
IN CHARGE	<i>[Signature]</i>
DATE	3-31-93

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY				
DATE	BY	SUR	APP	DESCRIPTION
TRANSIT SYSTEM DEVELOPMENT				
SUBMITTED _____ APPROVED _____				

EAST LINE
 PROPERTY DISPOSAL MAP - PARCEL D1118
 LAND LOTS 9 & 249 - 15TH & 18TH DIST
 DEKALB COUNTY GEORGIA

SCALE	1" = 50'
CONTRACT NUMBER	CCU E530
DRAWING NO. - REV.	DCE132
PAGE NO.	

EXHIBIT B
RESERVED

EXHIBIT C
RESERVED

EXHIBIT D
RESERVED

EXHIBIT E
RESERVED

APPENDIX A
OFFICE OF DIVERSITY AND INCLUSION REQUIREMENTS

None.