



**INVITATION TO BID (ITB) PACKAGE
GBA # 12-16**

SALE OF REAL PROPERTY OWNED BY THE GEORGIA BUILDING AUTHORITY

PROPERTY LOCATION:

**Pullman Yard
225 Rogers Street, NE
Atlanta, DeKalb County, Georgia 30308**

Questions relating to submitting a proposal may be sent in writing to:

State Properties Commission
Attn: Pullman Yard-ITB Admin.
E-mail: itb.admin@spc.ga.gov

BID PACKAGE
CONTENTS

Part 1: Invitation to Bid

Exhibit A: Legal Description & Survey of the Property

Exhibit B: Legal Description & Survey of the Easement to Georgia Power for Access

Exhibit C: Property Photographs and Map

Exhibit D: Property Highlights & Zoning

Exhibit E: EPD & EPA Letters

Part 2: Instructions to Bidders

Exhibit A: Form of Sell and Purchase Agreement

Part 3: Purchase Bid Form

Part 4: Best and Final Bid Form

Part 5: Copy of Legal Ad

Part 1
INVITATION TO BID

The State Properties Commission (“SPC”), acting as agent on behalf of the Georgia Building Authority (“GBA”), is seeking bids for the sale of the following real property (“Property”):

PULLMAN YARD
APPROXIMATELY 26.84 ACRES, SUBJECT TO A 0.76 OF AN ACRE EASEMENT TO GEORGIA POWER COMPANY FOR ACCESS TO THEIR ELECTRICAL SUBSTATION, IMPROVED WITH ELEVEN (11) INDUSTRIAL BUILDING IMPROVEMENTS, LOCATED IN LAND LOT 211 OF THE 15th DISTRICT, 225 ROGERS STREET, NE, ATLANTA, DEKALB COUNTY, GEORGIA 30308

The Property is more particularly described in the Legal Description and Survey of the Property attached hereto as Exhibit “A” and in the Legal Description & Survey of the Easement to Georgia Power for Access attached hereto as Exhibit “B” and is further depicted on the photographs and maps attached hereto as Exhibit “C” and the Property Highlights & Zoning attached hereto as Exhibit “D”.

Additionally, attached hereto as Exhibit “E”, are letters from the Georgia Environmental Protection Division (EPD) and United States Environmental Protection Agency (EPA) detailing the Property is eligible for consideration for a limitation of liability under the Georgia Brownfield Act and that the Property is not listed on the Hazardous Site Inventory.

GBA has set a “Minimum Bid”, as that term is defined in the Instructions to Bidders. The Minimum Bid must equal or exceed \$5,600,000.

In addition to the purchase price, the buyer shall be required to pay for reimbursement of GBA’s due diligence expenses in the amount of \$14,285.

A **Bidder’s Conference** meeting will be held in the Bid Room located on the 2nd Floor of the Trinity-Washington Building located at 270 Washington Street, N.W., Atlanta, Georgia 30334 on **Wednesday, January 18, 2017 at 2:00 p.m. (EST)** to provide interested bidders an opportunity to have questions answered about the ITB for the Property. Representatives from the State Properties Commission, the Georgia Building Authority and the Georgia Environmental Protection Division will be available to field questions.

The property will be open for inspection at the following times:

- **Friday, December 16, 2016 from 11:00 a.m.-1:30 p.m. (EST)**
- **Tuesday, January 10, 2017 from 11:00 a.m.-1:30 p.m. (EST)**
- **Wednesday, February 22, 2017 from 11:00 a.m.-1:30 p.m. (EST)**
- **Wednesday, March 15, 2017 from 11:00 a.m.-1:30 p.m. (EST)**

Sealed Bids (hereinafter “Bid(s)”) must be received by SPC prior to **2:00 PM, prevailing legal time in Atlanta, Georgia, on Tuesday, April 4, 2017** (hereinafter the “Bid Opening Time”). Bids shall be opened in the Bid Room located on the 2nd Floor of the Trinity-Washington Building located at 270 Washington Street, N.W., Atlanta, Georgia 30334 (“Bid Opening”). Bids submitted prior to Bid Opening Time must be mailed or hand delivered to SPC at 270 Washington Street, N.W., Suite 2-129, Atlanta, Georgia 30334. Bids may also be hand delivered to the Bid Room by placing the Bid in the hands of the SPC official presiding over the Bid Opening prior to the Bid Opening Time. An official of SPC shall publicly open and read aloud all properly received Bids at the Bid Opening.

Questions about any aspect of the Bid Package or the Property shall be submitted in writing to Pullman Yard-ITB Admin., via e-mail: itb.admin@spc.ga.gov. The **deadline for submission of written questions relating to this sale is noon, March 17, 2017**. All official answers to questions received shall be posted by **March 24, 2017** on the State Properties Commission Website at <http://gspc.georgia.gov/press-releases/2016-04-05/property-sale-dekalb-county>.

From the issue date of this solicitation until bids are publicly announced, respondents are not allowed to communicate about this solicitation for any reason with any employees or representatives of the State of Georgia including GBA and SPC except for submission of questions as instructed herein, or as provided by any existing work agreement(s). For violation of this provision, the GBA reserves the right to reject the bid of the offending respondent.

INVITATION TO BID
EXHIBIT A:
LEGAL DESCRIPTION & SURVEY OF THE PROPERTY

DESCRIPTION OF
PULLMAN YARD

All that tract or parcel of land lying and being in Land Lot 211 of the 15th District, City of Atlanta, Dekalb County, Georgia and being more particularly described as follows:

BEGINNING at a 2" open top pipe at the intersection of the easterly right of way (50' right of way) of Rogers Street and the old southerly right of way of CSX Transportation railroad right of way, THENCE North 00 degrees 46 minutes 55 seconds East a distance of 35.95 feet to a point; THENCE North 13 degrees 34 minutes 27 seconds East a distance of 41.02 feet to a point on the current southerly right of way of CSX Transportation railroad right of way; THENCE continuing along said right of way along a curve to the left having a radius of 1851.15 feet and a length of 370.22 feet, said curve having a chord bearing of South 72 degrees 48 minutes 34 seconds East and a chord distance of 369.60 feet to a point; THENCE South 78 degrees 32 minutes 19 seconds East a distance of 9.12 feet to a point; THENCE along a curve to the left having a radius of 2075.60 feet and a length of 157.81 feet, said curve having a chord bearing of South 80 degrees 43 minutes 02 seconds East and a chord distance of 157.77 feet to a 1\2" rebar found; THENCE leaving said southerly right of way of CSX Transportation railroad right of way; South 00 degrees 00 minutes 00 seconds East a distance of 385.13 feet to a 1\2" rebar found; THENCE South 90 degrees 00 minutes 00 seconds East a distance of 213.99 feet to a 1\2" rebar found; THENCE South 00 degrees 28 minutes 54 seconds West a distance of 1255.39 feet to a point; THENCE North 88 degrees 13 minutes 14 seconds West a distance of 754.96 feet to a 2" open top pipe; THENCE North 00 degrees 47 minutes 45 seconds East a distance of 1677.88 feet to a 2" open top pipe; said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 1,169,041 square feet or 26.84 acres.

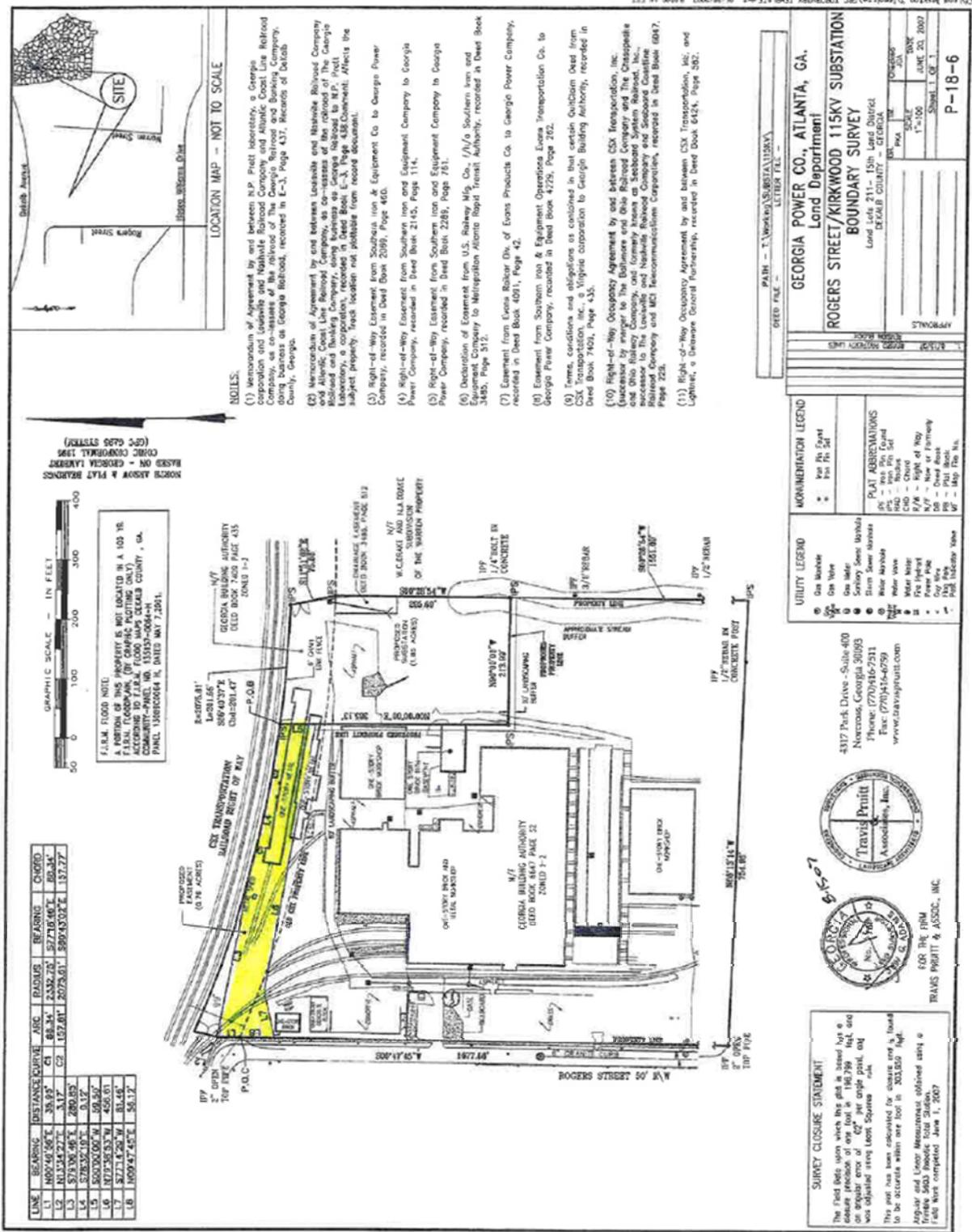
INVITATION TO BID
EXHIBIT B:
LEGAL DESCRIPTION & SURVEY OF THE
EASEMENT TO GEORGIA POWER FOR ACCESS

Legal Description of Easement

All that tract or parcel of land lying and being in Land Lot 211 of the 15th Land District, Dekalb County, Georgia and being more particularly described as follows

Beginning at a 2 inch open top pipe found at the intersection of the easterly right of way of Rogers Street (50 foot right of way width) with the old CSX Transportation Railroad right of way (located 99 feet from the centerline of the east bound line of CSX Transportation Railroad, thence from said **Point of Beginning** as thus established, proceeding along the easterly right of way of Rogers Street. North 00 degrees 46 minutes 56 seconds East, a distance of 35 95 feet to a point, thence North 13 degrees 34 minutes 27 seconds East, a distance of 3 17 feet to a point, thence leaving said right of way, South 79 degrees 06 minutes 46 seconds East, a distance of 280 85 feet to a point, thence following a counterclockwise curve with an arc distance of 88 34 feet, having a radius of 2332 75 feet, subtended by a chord bearing and distance of South 77 degrees 18 minutes 46 seconds East, 88 34 feet to a point, thence South 78 degrees 32 minutes 19 seconds East, a distance of 9 12 feet to a point, thence following a counterclockwise curve with an arc distance of 157 81 feet, having a radius of 2075 61 feet, subtended by a chord bearing and distance of South 80 degrees 43 minutes 02 seconds East, 157 77 feet to a 1/2 inch rebar set, thence South 00 degrees 00 minutes 00 seconds West, a distance of 59 50 feet to a point, thence North 79 degrees 38 minutes 53 seconds West, a distance of 456 61 feet to a point, thence South 77 degrees 14 minutes 29 seconds West, a distance of 81 46 feet to a point on the easterly right of way of Rogers Street, thence along said right of way, North 00 degrees 47 minutes 45 seconds East, a distance of 56 12 feet to a 2 inch open top pipe found being the **Point of Beginning**.

The above described property is shown on a plat entitled GEORGIA POWER CO . ATLANTA, GA . Land Department, ROGERS STREET/KIRKWOOD 115KV SUBSTATION BOUNDARY SURVEY as a Proposed Easement containing 0 76 Acres prepared by Travis Pruitt and Associates, Inc . dated June 20, 2007



RP 8-16-07

116-C-2507

P-18-6

Sheet 1 of 1

Scale: 1"=100'

DATE: JUNE 20, 2007

STATIONARY

DEED FILE --

PLAT ABBREVIATIONS

UTILITY LEGEND

MONUMENTATION LEGEND

FOR THE FIRM

TRANS PRITTI & ASSOC., INC.

4317 Park Drive - Suite 400
Norcross, Georgia 30093
Phone: (770)416-7311
Fax: (770)416-6759
www.transpritti.com

5/20/07

Survey Closure Statement

The field data upon which this plat is based has been checked by a licensed professional surveyor and is found to be accurate within one foot in 303,850 feet. This plat has been prepared for closure and is found to be accurate within one foot in 303,850 feet. Field work completed June 1, 2007.

Applying and User Measurement obtained using a Trimble 5602 Robotic Total Station.

Field work completed June 1, 2007.

FOR THE FIRM

TRANS PRITTI & ASSOC., INC.

5/20/07

4317 Park Drive - Suite 400
Norcross, Georgia 30093
Phone: (770)416-7311
Fax: (770)416-6759
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MONUMENTATION LEGEND

UTILITY LEGEND

PLAT ABBREVIATIONS

DEED FILE --

Scale: 1"=100'

DATE: JUNE 20, 2007

STATIONARY

116-C-2507

P-18-6

Sheet 1 of 1

RP 8-16-07

010423

**INVITATION TO BID
EXHIBIT C
PHOTOGRAPHS AND MAP**



(Property-Aerial with Approximate Boundary Lines)



(Property-Building Improvement)



(Property-Building Improvement)



(Property-Vacant Land Area)



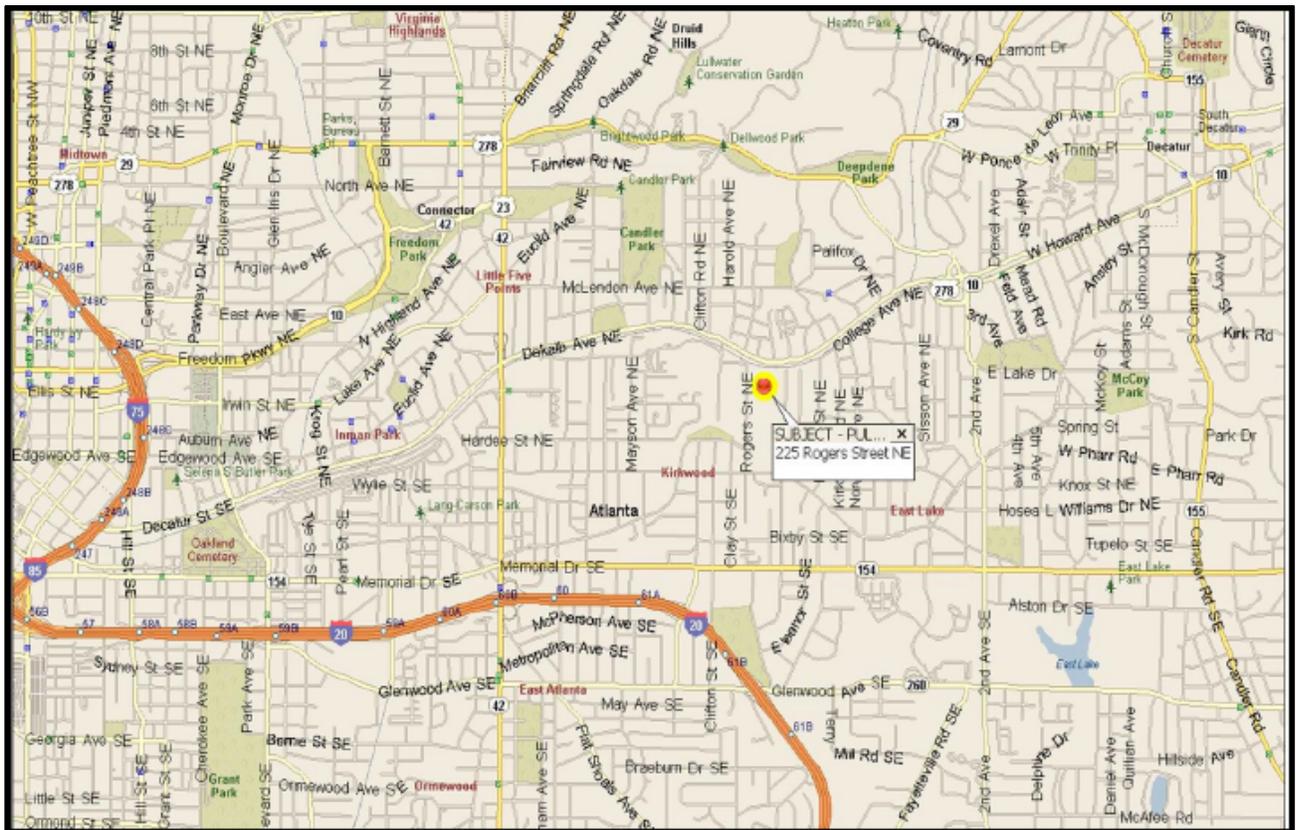
(Property-Vacant Land Area)



(Property-Rogers Street, NE Frontage)



(Property-Rogers Street, NE Frontage)



(Property-Location Map)

**INVITATION TO BID
EXHIBIT D
PROPERTY HIGHLIGHTS & ZONING**

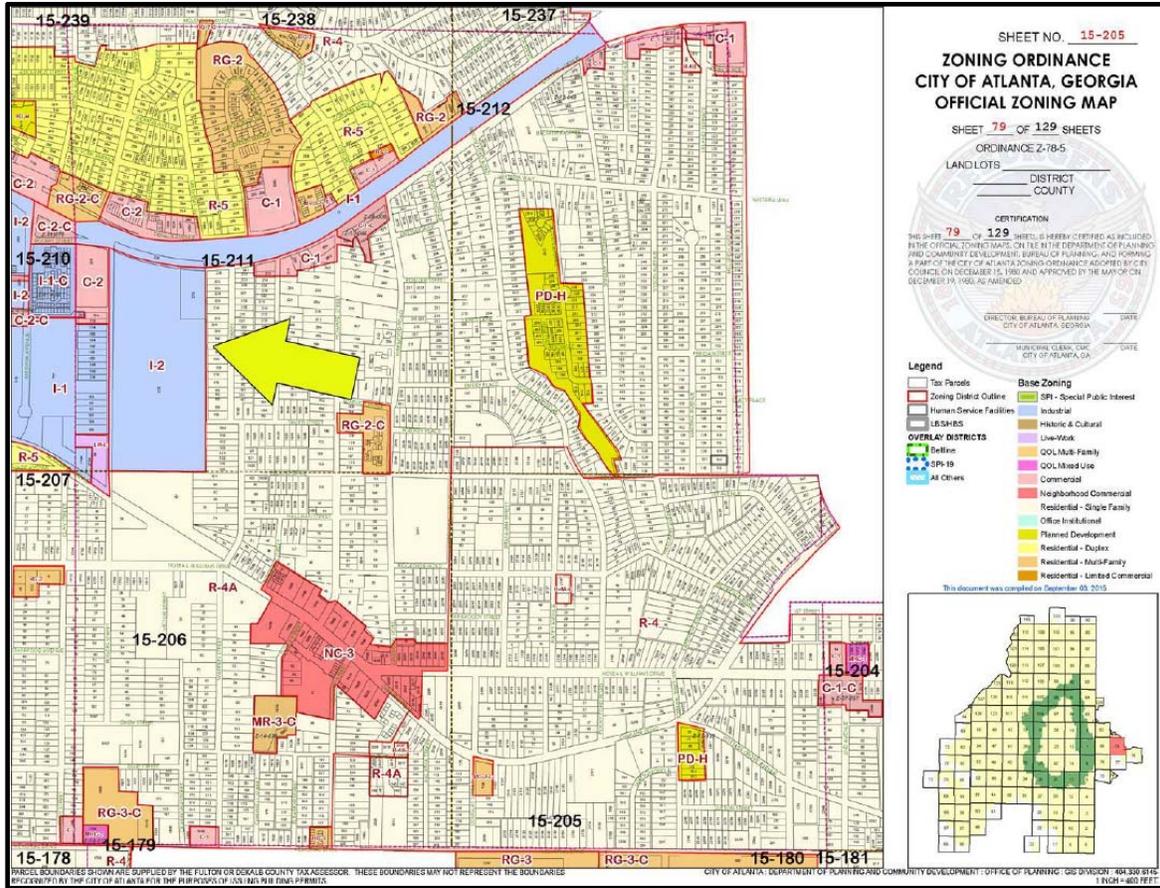
Property Highlights

- Exceptional Opportunity for Potential Mixed-Use Redevelopment
- Potential Tax Savings from Potential Georgia Brownfield Eligibility
- Located in Historic Kirkwood Neighborhood
- Public Transportation provided by MARTA
- 1,678' Frontage on Rogers Street, NE
- All Public Utilities at site
- Currently Zoned I-2 (Heavy Industrial)
- Has Rail Access (CSX)

Property History

The Pullman Yard property is a historic transportation and industrial complex. In 1904, the Pratt Engineering Company purchased the property (then farmland) for construction of a sugar and fertilizer processing plant. However, during World War I, the facility was utilized for munitions manufacturing. In 1922, the property was purchased by the Pullman Passenger Rail Car Company and converted into a rail car service/repair facility. Southern Iron and equipment Company used the facility from 1955 into the 1970's. After the Pullman Passenger Rail Car Company was split up by a Federal court order they closed the facility. Georgia Power owned and used the facility for a period of time to maintain their fleet of "Trackless Trolleys" (electric-powered bus mass-transit vehicles). The Georgia Building Authority purchased the property in 1990 and utilized the site in conjunction with the New Georgia Railroad, a dinner train that ran from Underground Atlanta to Stone Mountain, that operated for a short period of time. In recent years, the site has been utilized by movie producers for various film productions.

Current Zoning Map



**INVITATION TO BID
EXHIBIT E**

EPD & EPA LETTERS

**Georgia Department of Natural Resources
Environmental Protection Division**

2 Martin Luther King Jr. Drive, Suite 1456, Atlanta, Georgia 30334
Richard E. Dunn, Director
(404) 656-4713

JUL 28 2016

Mr. Steven L. Stancil
Executive Director and State Property Officer
Georgia Building Authority
1 Martin Luther King Jr. Drive
Atlanta, Georgia 30334

RECEIVED

AUG 03 2016

STATE PROPERTY OFFICER

RE: Brownfield Eligibility – Pullman Yard Tract, 225 Rogers Street, Atlanta, DeKalb County, Georgia

Dear Mr. Stancil:

STEVE

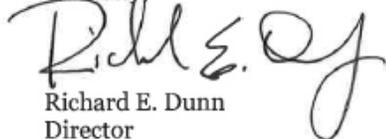
Thank you for your June 30, 2016 letter requesting a brownfield eligibility determination for the Pullman Yard Tract. It is the understanding of the Georgia Environmental Protection Division (EPD) that the reason for this request is to determine whether the property qualifies for a limitation of liability under the Georgia Brownfield Act (Act).

On the basis of your site summary and information in EPD's file on the property, EPD has determined that the property has a pre-existing release of a regulated substance; is not undergoing response actions under a federal order nor is it listed on the National Priorities List; is not a permitted hazardous waste facility; and does not have an outstanding lien under EPD's Underground Storage Tank or Superfund programs. The property therefore meets the qualifying criteria established under Section 12-8-205 of the Act.

The property is thus eligible to be considered for a limitation of liability should a prospective purchaser who meets the eligibility criteria enumerated in Section 12-8-206 of the Act submits an acceptable brownfield application for the property. The prospective purchaser must not have contributed to the release on the property nor be related to a responsible party and must not be in violation of EPD's enforcement authority.

My staff and I remain available to assist in the proper management and disposition of this property. If you have questions, or need further assistance, please contact Shannon Ridley or Antonia Beavers of the Response and Remediation Program at 404/657-8600.

Sincerely,



Richard E. Dunn
Director

File: Pullman Yard



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4
ATLANTA FEDERAL CENTER
81 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

DEC 08 2015

Steven L. Stancil
State Property Officer and
Executive Director of Georgia Building Authority
1 Martin Luther King, Jr. Drive, SW
Atlanta, Georgia 30334

Subject: Pullman Yard Site
Atlanta, DeKalb County, Georgia

Dear Mr. Stancil:

Thank you for your letter dated November 19, 2015, to Franklin E. Hill, Director of the Superfund Division, concerning the Pullman Yard Site (Site). The U.S. Environmental Protection Agency agrees with your request to allow the Georgia Environmental Protection Division (EPD) to be the lead government agency to ensure the contamination at the Site is managed properly.

As stated in the July 21, 2011, Removal Site Evaluation memo, the Site meets the EPA's criteria for a Superfund Removal action; however, the Site was given a **no further action** for removal eligibility because EPD was willing to oversee the cleanup and redevelopment of the Site. This determination does not preclude any other investigation or response action by other parties which may still be appropriate for this Site. Should Site conditions change or additional information become available, the EPA will re-evaluate this Site as necessary.

If you have any questions concerning the EPA's determination, please contact Matt Taylor, Chief of the Removal Operations Section, at (404) 562-8759.

Sincerely,



James W. Webster, Chief
Emergency Response, Removal & Prevention Branch

cc: Franklin Hill
Dawn Taylor



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

AUG 31 2011

Mr. Mark Smith
Georgia Environmental Protection Division
Dept. of Natural Resources
205 Butler Street
Suite 1154 – East Tower
Atlanta, GA 30334

Subject: Pullman Yards
Atlanta, Georgia



Dear Mr. Smith:

The U.S. Environmental Protection Agency's Emergency Response and Removal Branch (ERRB) conducted a Removal Site Evaluation (RSE) at the above referenced site for potential removal action eligibility under the National Contingency Plan (NCP).

Based on the information collected during the RSE, the On Scene Coordinator (OSC) recommends this site be given a no further action (NFA) for removal eligibility under EPA's Superfund Removal Program. (See enclosed RSE memo)

While a NFA determination is being made, investigations and response actions by state programs are being implemented. Should site conditions change or additional information become available, ERRB will re-evaluate this site as necessary.

Should you have any questions concerning ERRB's determination, please contact Jeffery Crowley, OSC, at (404) 562-9587, or Jim McGuire, Chief of Removal Operations Section, at (404) 562-8911.

Sincerely,

A. Shane Hitchcock, Chief
Emergency Response & Removal Branch

Enclosure

cc: Dawn Taylor
Tony Moore
Jim McGuire
Jeffery Crowley
Kerri Sanders
Timothy Neal

Internet Address (URL) • <http://www.epa.gov>

Recycled/Recyclable • Printed with Vegetable Oil Based Inks on Recycled Paper (Minimum 30% Postconsumer)

Georgia Department of Natural Resources

2 Martin Luther King, Jr. Drive, S.E., Suite 1462 East, Atlanta, Georgia 30334

Noel Holcomb, Commissioner

Environmental Protection Division

Carol A. Couch, PhD., Director

Hazardous Sites Response Program

404/657-8600

RECEIVED

APR 07 2008

STATE PROPERTIES
COMMISSION

COPY

April 2, 2008

Georgia Building Authority
c/o Mr. Steve Fanczi, Deputy Director
1 Martin Luther King, Jr. Drive, SW
Atlanta, Georgia 30334

Re: HSRA Release Notification
Pullman Yards
225 Rogers Street
Atlanta, Georgia 30317

Dear Mr. Fanczi:

Pursuant to the Rules for Hazardous Site Response, specifically Rule 391-3-19-.05(1) "Listing on the Hazardous Site Inventory," the Environmental Protection Division (EPD) has evaluated the above referenced property to determine whether a release exceeding a reportable quantity has occurred.

Based upon the information available to EPD at the time this evaluation was done, including your Notification dated February 27, 2007, and supplemental information dated through March 26, 2008, EPD has no reason to believe that a release exceeding a reportable quantity has occurred at this property. The property was evaluated as having limited access, non-residential use, with the nearest drinking water well located greater than 3 miles. Enclosed is a copy of our inspection report, recommendation memorandum, and Reportable Quantities Screening Method (RQSM) score sheet that summarize the conditions used to evaluate this property. Based on this information, this property will not be listed on the Hazardous Site Inventory.

As provided for in Section 391-3-9-.04(4) of the Rules, the owner of the property must notify EPD if they become aware of any information not provided in the notification that should have been provided, or if they become aware of any information or events that suggest changes may have occurred in any of the conditions referenced in the attached documents. Please provide a copy of this letter and the attached documents to any person to which title or an interest in this property is transferred.

Please direct questions regarding this matter to Ms. Antonia Beavers of the Hazardous Sites Response Program at (404) 657-8600.

Sincerely,



Robert J. Valli, P.G.
Unit Coordinator
Hazardous Sites Response Program

Encl.: Release Notification form
Trip Report
RQSM Score sheet
Recommendation Memorandum

c: Frank Smith, Georgia Building Authority; Bob Wiggins, GEFA; Rebecca King, S&ME, Inc.
File: Non-HSI (Pullman Yards, Fulton County)
S:\RDRIVE\ANTONIA\Pullman Yards\non-HSI letter.doc

Part 2
INSTRUCTION TO BIDDERS

Section 1.0 Preparation of Bids:

- 1.1 Bidders must comply with all aspects of this ITB. Bids must be submitted on the “Purchase Bid Form” provided herein. There shall be no additions, deletions, changes, substitutions or explanations made to the Purchase Bid Form unless otherwise provided for in the form. Additional pages may be permitted where the space provided on the Purchase Bid Form is inadequate for the requested information. Additional pages must reference the name of the bidder or be provided on appropriate company letterhead or other collateral materials. **Please note that all submittals to the SPC are a public record and will be subject to public review.**

Section 2.0 Submission of Bids:

- 2.1 **The completed Purchase Bid Form must be submitted in a sealed envelope.** The name and address of the bidder should be legibly marked in the front upper left-hand corner of the envelope and the following notation should be marked in the center with the information inserted from the Invitation to Bid:

**BID FOR THE PURCHASE OF REAL PROPERTY
OWNED BY THE GEORGIA BUILDING AUTHORITY
GBA # 12-16
NOT TO BE OPENED BEFORE 2:00 (TWO) O’CLOCK PM PREVAILING LEGAL
TIME IN ATLANTA, GEORGIA, TUESDAY, APRIL 4, 2017.**

- 2.2 **If the Bid is mailed, the sealed envelope with the annotations required above should be inserted into a second envelope that is addressed for mailing.** The completed Bid may be hand delivered or mailed to the following address:

State Properties Commission
Attn: Pullman Yard-ITB Admin.
270 Washington Street, N.W., Suite 2-129
Atlanta, Georgia 30334

2.3 Bids may also be submitted at Bid Opening by placing the Bid in the hands of the SPC official presiding over the Bid Opening prior to Bid Opening Time.

Section 3.0 Earnest Money

Each Bid must be accompanied by a certified or cashier's check drawn and made payable to the order of the "Georgia Building Authority" in the amount of three percent (3%) of the amount of the Bid (hereinafter referred to as the "Earnest Money"). Earnest Money of the bidder whose Bid is accepted by GBA (hereinafter "Successful Bidder") shall be deposited by GBA upon acceptance of the Bid. Earnest Money of the Successful Bidder shall be applied at closing as partial payment of the purchase price unless otherwise negotiated. The Earnest Money of each rejected bidder shall be returned by GBA upon rejection of the Bid by GBA as provided in Section 9.0. The Earnest Money for each Contingent Accepted Bid, as defined in Section 9.0, shall be returned by GBA upon the earlier of when the sale is finalized or expiration of the Bid. Neither GBA, SPC, nor the State of Georgia shall pay, or be responsible for the payment of any interest on the amount of the Earnest Money.

Section 4.0 Minimum Bid:

The minimum bid ("Minimum Bid") is the amount established by GBA, and set forth in the Invitation to Bid, as a starting bid which is the minimum amount that a Bid must meet or exceed in order for the Bid to be considered. If no Bid is received which meets the Minimum Bid, then GBA in its sole discretion may withdraw the Property from sale, reject all Bids, accept the most advantageous Bid, or take any other action that GBA deems to be in its best interest.

Section 5.0 Submission of Bid Constitutes Offer to Contract:

The bidder understands and agrees that its Bid (for purposes of this section and for the remainder of this Invitation to Bid, the term "Bid" refers to any Bid submitted in accordance with Section 2.0 or, if a Best and Final Offer Process is used, any Best and Final Bid submitted in accordance with Section 8.0) is being considered by GBA along with other competitive bids for the purchase of the Property. As such, and in consideration of the mutual agreements of the bidders, the reliance of which the GBA holds based upon the Bids submitted, the bidder understands and agrees that its Bid is an offer to purchase the Property, which is hereby given by the bidder to GBA to accept or reject, and if accepted by the GBA constitutes a binding contract for the sale and purchase of the Property. GBA shall have a period of 120 days from the Bid Opening Time to accept the Bid as provided in Section 8.0. Bids shall expire 120 days from the Bid Opening Time.

Section 6.0 Withdrawal of Bid:

A Bid may only be withdrawn upon written request received by SPC at the address for submission of bids prior to the Bid Opening Time. No Bid may be withdrawn after it has been publicly opened.

Section 7.0 Opening of Bids:

At the Bid Opening Time, the Bids will be publicly opened by a SPC official and read aloud for the information of bidders and other properly interested persons who may be present. GBA reserves the right to waive any or all formalities or technicalities in the bidding, and may reject any or all of the Bids, initiate the Best and Final Offer Process as defined in Section 8.0, cancel the solicitation or Best and Final Offer Process, or amend the Invitation to Bid.

Section 8.0 Best and Final Offer Process:

- 8.1 A best and final offer process (“Best and Final Offer Process”) may be initiated when multiple Bids are received that meet or exceed the Minimum Bid, or at the discretion of the GBA Executive Director. During the Best and Final Offer Process, Bidders will be given the opportunity to increase their Bid through completion and submittal of a Best and Final Bid Form (“Best and Final Bid”), included herein.
- 8.2 If the Best and Final Offer Process is initiated, a new bid opening date and time (“Best and Final Bid Opening Time”) will be established for submittal of a Best and Final Bid. Notification will be sent to Bidders that the Best and Final Offer Process has been initiated and information about the Best and Final Offer Process, including the Best and Final Bid Opening Time, will be posted on the SPC website. SPC reserves the right to modify the Best and Final Bid Opening Time provided the following conditions are met: each bidder notified of the initiation of the Best and Final Offer Process has responded to SPC in writing by either: 1) submitting a Best and Final Bid prior to the Best and Final Bid Opening Time; or 2) providing notice of its intent not to submit a Best and Final Bid. If SPC modifies the Best and Final Bid Opening Time, the modification will be posted on the SPC website.
- 8.3 The initially submitted Bid (“Initial Bid”), unless expired, will remain in effect and be considered in the Best and Final Offer Process unless that Bidder submits a Best and Final Bid that exceeds the Initial Bid.

8.4 If a bidder chooses to submit a Best and Final Bid that exceeds their Initial Bid, the Bidder shall be required to proportionally increase their Earnest Money to match the Best and Final Bid. The proportionate increase in required Earnest Money will be hereinafter referred to as “Additional Earnest Money”, and will be combined with any prior Earnest Money submitted with any prior Bids. *{Example Additional Earnest Money calculation based on the following assumptions: Initial Bid is \$100,000; initial Earnest Money requirement was 3% of the Initial Bid; and Best and Final Bid is \$150,000. In this example, Additional Earnest Money in the amount of \$1,500 would need to be submitted with the Best and Final Bid, as shown:*

Example Earnest Money Calculations		
<u>Initial Bid Earnest Money Requirement Calculation</u>		
Initial Bid		\$100,000
% Earnest Money Requirement	x	_____ 3%
<i>Initial Bid Earnest Money Requirement</i>	=	\$3,000
<u>Best and Final Bid Earnest Money Requirement Calculation</u>		
Best and Final Bid		\$150,000
% Earnest Money Requirement	x	_____ 3%
<i>Best and Final Bid Earnest Money Requirement</i>	=	\$4,500
<u>Additional Earnest Money Requirement Calculation</u>		
Best and Final Bid Earnest Money Requirement		\$4,500
Initial Bid Earnest Money Requirement	-	\$3,000
<i>Additional Earnest Money needed with Best and Final Bid</i>	=	\$1,500

8.5 Except as modified by this Section 8, the instructions for submitting the Initial Bid shall apply to the submission of a Best and Final Bid.

8.6 Best and Final Bids shall expire 120 days from the Bid Opening Time.

Section 9.0 Georgia Building Authority Action to Accept Bid:

All Bids received shall be reviewed by the staff of the SPC and transmitted to the members of the GBA for official action at the next scheduled meeting of the GBA. GBA, in its sole discretion, shall determine which

Bid is the most advantageous and which Bid(s), if any, should be accepted or rejected (hereinafter “Rejected Bid”). GBA may also elect to contingently accept one or more Bids (hereinafter “Contingent Accepted Bid”) so that in the case of the default of the Successful Bidder, GBA will accept the Contingent Accepted Bid.

Section 10.0 Notice of Acceptance of Bid

If a Bid is accepted by GBA, a “Notice of Acceptance” will be sent to the Successful Bidder along with the Sell and Purchase Agreement, a copy of which is attached hereto as Exhibit “A”, for execution. Notice will also be sent to Bidders advising them of the contingent acceptance of their Bids as described in Section 9.0.

Section 11.0 Execution of Sell and Purchase Agreement, Failure to Execute:

11.1 The Successful Bidder must execute and return the Sell and Purchase Agreement to SPC within ten (10) calendar days from the date of service of the Notice of Acceptance. The Sell and Purchase Agreement shall be executed by the Bidder with the same requisites, formality, attestation and acknowledgement as is prescribed and required by the laws of the State of Georgia for the execution and recording of deeds or instruments conveying an interest in the real property.

11.2 In the event the Successful Bidder fails to return the properly executed duplicate originals of the Sell and Purchase Agreement within ten (10) calendar days as set forth above, the GBA may declare that Bidder in default.

11.3 If the Successful Bidder defaults on its obligations hereunder, including the obligation to return the executed Sell and Purchase Agreement, the Earnest Money shall be retained by the GBA as liquidated damages and not as a penalty. The Successful Bidder acknowledges and agrees that the actual damages that would result from the Successful Bidder's default cannot be ascertained and that the Earnest Money represents the best estimate of such damages. If the transaction is not consummated due to the default of the GBA, then the entirety of the Earnest Money shall be returned to the Successful Bidder within thirty (30) days after such a determination is finalized.

11.4 In the event the Successful Bidder is declared in default by GBA as provided in 11.2 and 11.3, the GBA may then accept the next Contingent Accepted Bid.

Section 12.0 Due Diligence Costs

In addition to the purchase price, the Successful Bidder (Purchaser) will be required to wire a separate payment to the Georgia Building Authority for reimbursement of GBA's due diligence expenses in the amount identified in the Invitation to Bid.

Section 13.0 Notices and Returns:

All notices and returns shall be in writing and shall be given by depositing the same in Certified Mail - Return Receipt Requested, postage prepaid. All returns shall be mailed to the mailing address listed in the Purchase Bid Form. The day upon which such notice is so mailed shall be treated as the date of service.

INSTRUCTIONS TO BIDDERS
EXHIBIT A
FORM OF SELL AND PURCHASE AGREEMENT

Counterpart No. ___ Of ___
Original Executed Counterparts.
Counterpart Of _____.

STATE OF GEORGIA,
COUNTY OF _____:

AGREEMENT TO SELL AND PURCHASE REAL PROPERTY

THIS AGREEMENT TO SELL AND PURCHASE REAL PROPERTY, (hereinafter referred to as this "Agreement"), is made and entered into this ___ day of ____, 20__, (hereinafter referred to as "the date hereof"), by and between the GEORGIA BUILDING AUTHORITY ("GBA"), a body corporate and politic within the executive branch of the government of the State of Georgia created by the General Assembly and existing under the Laws of the State of Georgia, whose address is One Martin Luther King, Jr. Drive, S.W., Atlanta, Georgia 30334, Party of the First Part, hereinafter referred to as "Seller," and _____, _____, Party of the Second Part, hereinafter referred to as "Purchaser".

WITNESSETH THAT:

WHEREAS, Seller owns certain real property being and lying in _____ County, Georgia, and more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "Property"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property;

WHEREAS, the Seller, pursuant to O.C.G.A. § 50-9-5, the GBA is authorized to convey the Property; and

WHEREAS, the Purchaser made a Bid thereon together with Earnest Money in accordance with the Instructions to Bidders which Bid was duly accepted by Seller at its regular meeting on _____, 20__; and

WHEREAS, Purchaser agrees to reimburse Seller \$ _____ for due diligence expenses and will wire such amount to the GBA's Account prior to closing, as instructed by the Seller.

NOW, THEREFORE, for and in consideration of the payment by Purchaser to Seller of the sum of _____ (3% of the Purchase Price), hereinafter referred to as "Earnest Money," the mutual covenants and agreements set forth herein, all of which both parties respectively agree constitutes sufficient consideration; the parties agree as follows:

Section 1
USAGE AND DEFINITIONS

- 1.1 As used in this Agreement, the following words and terms set forth in this section numbered 1 refer to, or mean, or include in their meaning, the following:
- 1.1.1 The words "State" and "Georgia" shall mean the "State of Georgia."
- 1.1.2 [Reserved].
- 1.1.3 The words "party" or "parties" are sometimes used herein to refer to either Seller or Purchaser or collectively to Seller and Purchaser, and when expressed words such as herein, hereto or other words of similar import are assumed as though in each case expressed.
- 1.1.4 The words "execute" or "execution" are used interchangeable herein to mean the signing, sealing and delivery of the called for Deed, instruments, documents and legal pleadings.
- 1.1.5 The term "Seller" as used herein shall mean the Georgia Building Authority ("GBA").
- 1.1.6 The word "Closing" shall mean the consummation of the sale and purchase of the Property, hereinafter referred to as the "transaction" contemplated by this Agreement by the execution, deliveries and acceptances required by this Agreement.
- 1.2 All words used in this Agreement include in their meaning the masculine, feminine and neuter gender; singular and plural number; and present, past and future tense; and all appropriate grammatical adjustments shall be assumed as though in each case fully expressed.
- 1.3 For convenience, when referring herein to Seller, the third person, neuter gender "it" is sometimes used.
- 1.4 For convenience, when referring herein to Purchaser, the third person, masculine gender "he," "his" or "him" is sometimes used.

Section 2
SALE OF PROPERTY

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, upon the provisions hereof, the Property. The Property is to be conveyed "as is, where is," and with all faults and without warranties.

Section 3
PURCHASE PRICE

The Purchase Price of the Property is \$ _____ (and written in words here: _____).

Section 4
EARNEST MONEY

Seller has deposited the Purchaser's Earnest Money in the sum of \$ _____
(and written in words here: _____) said
amount being submitted with Purchaser's Bid, which sum Purchaser agrees shall not earn him any interest.
At closing, all Earnest Money shall be applied against the Purchase Price.

Section 5
ENTRY ONTO THE PROPERTY

Acting at Purchaser's own risk and expense, Seller hereby permits Purchaser and his authorized representatives to enter onto the Property for the purposes of making an inspection, and appraisal. Seller and Purchaser agree the Property is being sold and purchased "by the tract and not by the acreage." In exercising the permission hereby given in this Section 5, Purchaser shall and does hereby agree to indemnify, defend and hold Seller harmless from any loss or liability suffered by Seller.

Section 6
SELLER REPRESENTATIONS

- 6.1 To induce Purchaser to accept this offer, Seller makes the following representations (and these are the only representations made by Seller), upon which Purchaser is entitled to rely and each of which shall be deemed to be material to this Agreement:
- 6.1.1 The Georgia law prohibiting certain public officials and employees of the State of Georgia from transacting business with certain state agencies (Official Code of Georgia Annotated - O.C.G.A. Title 45, Chapter 10, Article 2) has not and will not be violated in any respect by the execution and implementation of this Agreement.
- 6.1.2 Seller makes no other representations or warranties, expressed or implied, with respect to the subject matter of this Agreement except as contained herein. Seller has not surveyed or inspected the Property to determine the existence of any hazardous materials, substances or constituents. The purchase and sale is made "as is, where is, and with all faults."

Section 7
RISK OF LOSS AND DAMAGE

- 7.1 Pending acceptance of this offer by Purchaser and thereafter through and including the Closing Date, the risk of loss of the Property will remain with the Seller.
- 7.2 In the event the Property, or a material portion thereof, is destroyed or damaged by fire or other casualty after acceptance of this offer but prior to Closing, then Purchaser, at his option, may cancel this agreement, whereupon Seller shall return the Earnest Money to Purchaser and thereafter the parties shall have no further duty, obligation, financial or otherwise, or liability hereunder to each other; or close the transaction with the Purchase Price reduced by an amount equivalent to the difference between the fair market value of the Property immediately prior to such damage or destruction less the fair market value of the Property immediately after such damage or destruction, as mutually determined.

Section 8
TITLE EXAMINATION

Purchaser shall have twenty (20) days commencing with execution of this Agreement to examine the title to the Property and secure, at Purchaser's expense, a written owner's title insurance commitment, from a duly authorized title insurance company (issued through its Georgia Office) to insure, at its standard rates or less, Purchaser and the title to the Property to be conveyed by Seller to Purchaser pursuant to this Agreement (hereinafter referred to as "commitment"). If the commitment sets up (or sets forth) any title objection(s), Seller agrees to analyze said title objection(s) and determine, in its sole discretion, whether or not to cure the same. Purchaser understands and agrees that the Property is sold "as is, where is, and with all faults" and Seller makes no warranty of any type or kind whatsoever.

Section 9
CLOSING

9.1 The Closing Date of this transaction shall be on or before _____, and the time and place of Closing, shall be designated by Purchaser, and notice thereof shall be given to Seller not less than seven (7) days prior to the designated Closing Date. Purchaser may designate the attorney who will conduct the Closing (hereinafter referred to as the "Closing Attorney"), and the Closing Attorney shall represent Purchaser at the Closing.

9.2 At Closing, Seller and Purchaser shall respectively pay the following costs and expenses, hereinafter referred to as "expenses":

9.2.1 Seller shall pay the following expenses:

(a) Fees of the Seller's attorney; and

9.2.2 Purchaser shall pay the following expenses, and those specified elsewhere in Section 9:

(a) Fees and expenses of Purchaser's attorney(s) and closing attorney; and

(b) Fee for examination and certification of the title to the Property; and

(c) Fee and premium to a title insurance company for the commitment and any issued owners title insurance policy; and

(d) Expenses for filing and recording the Quitclaim Deed with the _____ County Clerk of Superior Court, as required by Seller, or any other appropriate local authorities, and any other documents or instruments which Purchaser deems necessary or desirable to place of record; and

(e) The expenses of any inspection or appraisal obtained by Purchaser; and

(f) Any real property ad valorem taxes that may be assessed and levied against the Property by the taxing authorities of any city or county; and

(g) Any other expenses actually incurred by Purchaser.

9.3 At the Closing, Seller and Purchaser shall each deliver to the other the following:

9.3.1 Purchaser shall tender to Seller the Purchase Price in the manner set forth in subsection numbered 9.4 hereof.

9.3.2 Seller shall deliver to Purchaser the following:

(a) A Quitclaim Deed in the form attached hereto as EXHIBIT "B", conveying to Purchaser, fee simple, all of Seller's right, title and interest in and to the Property, the legal description contained therein to be verbatim as set forth in EXHIBIT "A"

attached hereto; and

- (b) An owner's affidavit, executed by a designated official of Seller, sufficient to enable Purchaser to have deleted from its owners title insurance policy any exception for unfilled mechanics' and materialmens' liens; and
- (c) If requested, a copy of official records of Seller authorizing execution of the Deed and other instruments, documents and legal pleadings necessary to implement and finalize this transaction; and
- (d) A State of Georgia Real Estate Transfer Tax Declaration.

9.4 At the Closing, Purchaser shall tender to Seller a cashier's check, payable to Seller in the amount of the Purchase Price, less the amount of Earnest Money, or at Seller's sole election, cash equivalent payment by cash, wire, or other means acceptable to Seller.

9.5 At the Closing, Purchaser shall tender to the GBA, as instructed, at Seller's sole election, cash equivalent payment by cash, wire, or other means acceptable to Seller \$ _____ as payment for Seller's due diligence expenses for this sale.

Section 10 DELIVERY OF POSSESSION

At the Closing, Seller will deliver to Purchaser all the possession it has in and to the Property in the same condition as the Property exist on the date hereof, acts of God, normal wear and tear, and the commission of any criminal acts on or to the Property, excepted.

Section 11 DEFAULT

11.1 If, following Purchaser's acceptance of this offer, the transaction contemplated by this Agreement is not consummated on account of Seller's default hereunder, then Purchaser may elect to cancel this Agreement, whereupon Seller shall return the Earnest Money to Purchaser and Purchaser and Seller shall then have no further duty, obligation, financial or otherwise, or liability hereunder to each other.

11.2 If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of the Purchaser's default hereunder, the Earnest Money paid by Purchaser to Seller shall be kept by Seller and considered by Seller and Purchaser to be full and complete liquidated damages. Further, Seller shall have no further duty, obligation, financial or otherwise, or liability hereunder to Purchaser.

Section 12 NOTICES

Purchaser may give oral notice, followed by notification in writing, to Seller of the place and Closing Date of this transaction. All other notices (which includes acceptances and consents) given under and pursuant to this Agreement shall be in writing and given by depositing the same in the United States Certified Mail with a request for the return of a receipt showing the name of the recipient and the date of delivery. Notices shall be addressed to the party to be notified at the address first set forth hereinabove. Either party may, from time to time, by five (5) days' prior notice to the other party, specify a different

address to which notices shall be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given shall be deemed a delivery of the notice on the date when postmarked.

Notice shall also be provided to:

State Properties Commission
270 Washington Street, Suite 2-129
Atlanta, Georgia 30334

Section 13
ASSIGNMENT

This agreement is personal to Purchaser and may not be transferred or assigned by Purchaser without the prior written consent of Seller

Section 14
REAL ESTATE BROKERS AND ATTORNEYS

Seller represents that it has retained no agent or broker in this transaction. Purchaser warrants that they have retained no broker to represent them in this transaction; however, should Purchaser retain a broker or attorney to represent them, Purchaser covenants and agrees to discharge all financial obligations to such broker or attorney, and further covenants and agrees to indemnify and hold Seller harmless from all claims and liabilities from any such brokers or attorneys.

Section 15
GENERAL PROVISIONS OF THIS AGREEMENT

- 15.1 All rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.
- 15.2 All time limits stated herein are of the essence of this offer and Agreement.
- 15.3 If any one or more of the provisions contained herein is for any reason held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 15.4 All provisions of this Agreement shall survive the Closing and **shall not** be merged into either the Deed or any other instruments, documents or pleadings executed by the parties either prior to or at the Closing.
- 15.5 The brief headings or titles preceding each section hereof are for purposes of identification and convenience only and should be disregarded in construing this Agreement.
- 15.6 This Agreement shall be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia.
- 15.7 This Agreement is executed in two (2) counterparts (Seller's counterpart and Purchaser's counterpart) which are separately numbered and identified but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

Section 16
ENTIRE AGREEMENT

This Agreement, supersedes all prior negotiations, discussions, statements and agreements between Seller and Purchaser and constitutes the full, complete and entire agreement between Seller and Purchaser with respect hereto; no member, officer, employee, agent or representative of Seller or Purchaser has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the provisions of this Agreement. No modification of or amendment to this Agreement shall be binding on either Seller or Purchaser unless such modification or amendment is signed by both Seller and Purchaser.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Seller, acting by and through its duly authorized officials, and Purchaser have caused this Agreement to be signed and sealed on the date hereof.

SELLER:

GEORGIA BUILDING AUTHORITY

By: _____ (Seal)
GOVERNOR NATHAN DEAL, as
Chairman of the Georgia Building Authority

Attest: _____ (Seal)
Name: _____
Title: _____

(Georgia Building Authority Seal Affixed Here)

Signed, sealed and delivered, as to Seller, in our presence:

Unofficial Witness

Official Witness, Notary Public

Notary Public Seal Affixed Here)

My Commission Expires: _____

PURCHASER:

By: _____
(Seal if Corporation)

Signed, sealed and delivered, as to Purchaser, in our presence:

Unofficial Witness

Official Witness, Notary Public
My Commission Expires: _____
(Notary Public Seal Affixed Here)

Form of Sell and Purchase Agreement
Exhibit "A"

(Property Description to be Inserted)

Form of Sell and Purchase Agreement
Exhibit "B"
Quitclaim Deed

After Recording Return to:

STATE OF GEORGIA,
COUNTY OF _____:

QUITCLAIM DEED

THIS INDENTURE, hereinafter referred to as "Deed", is made this ____ day of ____, 20__, by and between the **GEORGIA BUILDING AUTHORITY** ("GBA"), whose address is One Martin Luther King, Jr. Drive, S.W., Atlanta, Georgia 30334, party of the first part, hereinafter called "Grantor," and _____, party of the second part, hereinafter called "Grantee," (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH THAT:

WHEREAS, Grantor is the owner of certain improved real property lying and being in Land Lot No. ____, __st Land District, _____ County, Georgia, commonly known as the address of _____ Street, within the City of _____, Georgia (hereinafter the "Property"), in the custody of _____, more particularly described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Grantor advertised the sale of the Property through public competitive bidding; and

WHEREAS, the Grantee herein made a Bid thereon; and

WHEREAS, the Grantor, determined and announced the said Bid to be the most advantageous to the GBA at its regular meeting held on _____, 20__; and

NOW, THEREFORE, Grantor, for and in consideration of the payment of _____ DOLLARS (\$ _____) in hand paid at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, convey and forever quitclaim unto Grantee all of Grantor's right, title and interest in the Property, being more particularly described in Exhibit A, which is attached hereto, incorporated herein and by this reference made a part hereof.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever, without warranty of any type, kind or nature whatsoever.

IN WITNESS WHEREOF, Grantor, acting by and through its duly authorized officials, has caused this Deed to be signed in its name with its official seal affixed hereto.

GRANTOR: GEORGIA BUILDING AUTHORITY

By: _____ (Seal)
GOVERNOR NATHAN DEAL, as
Chairman of the Georgia Building Authority

Attest: _____ (Seal)
Name: _____
Title: _____

(Georgia Building Authority Seal Affixed Here)

Signed, sealed and delivered, as to Seller,
in our presence:

Unofficial Witness

Official Witness, Notary Public
My Commission Expires: _____
(Notary Public Seal Affixed Here)

Quitclaim Deed
Exhibit A

(LEGAL DESCRIPTION: To be inserted and include survey from Invitation to Bid package attached. Survey shall be recorded by Purchaser at Clerk of Superior Court of the County where the Property is located, and Plat Book and Page information inserted in final legal description of deed before it is recorded).

Part 3
GBA # 12-16
PURCHASE BID FORM

Under oath, the undersigned, hereinafter "Bidder", submits for consideration by the Georgia Building Authority this offer to purchase the following Property:

PULLMAN YARD
APPROXIMATELY 26.84 ACRES, SUBJECT TO A 0.76 OF AN ACRE EASEMENT TO GEORGIA
POWER COMPANY FOR ACCESS TO THEIR ELECTRICAL SUBSTATION, IMPROVED WITH
ELEVEN (11) INDUSTRIAL BUILDING IMPROVEMENTS,
LOCATED IN LAND LOT 211 OF THE 15th DISTRICT, 225 ROGERS STREET, NE, ATLANTA,
DEKALB COUNTY, GEORGIA 30308

The Bidder hereby warrants and agrees that this Bid is made in accordance with all terms and conditions contained in the Invitation to Bid Package, and without connection with any other person making a Bid, and that this Bid is in all respects fair and lawful and is made in good faith and without collusion or fraud.

Bidder submits this Bid as an offer to purchase the Property, which is hereby given by the Bidder to the GBA, to accept or reject pursuant to the terms of the Invitation to Bid, and if accepted by the GBA, constitutes a binding contract for the sale and purchase of the Property with the terms and conditions more fully described in Sell and Purchase Agreement.

Attached hereto as Earnest Money is a certified or cashier's check made payable to the order of the "Georgia Building Authority" in the amount of three per cent (3%) of the amount of this Bid. The Successful Bidder agrees, that in case of failure on its part to meet any of the terms or conditions in the Invitation to Bid Package, including the requirement to execute and return of duplicate originals of the Sell and Purchase Agreements within ten (10) calendar days from the date of service of written notice of GBA's acceptance, the Earnest Money shall be retained by GBA as liquidated damages and not as a penalty.

Bidder further agrees at closing to wire to the GBA reimbursement of due diligence costs in the amount identified in the Invitation to Bid.

Having carefully examined the terms of the Invitation to Bid Package and the Property, Bidder hereby offers to purchase the Property for:

Bid Amount in Numbers: \$ _____

Bid Amount in Words: _____

If this Bid is accepted, the Sell and Purchase Agreement entered into and the Deed shall be conveyed in the name of the Bidder(s) identified below:

Legal Name of Bidder: _____

Bidder is a(n): Individual Partnership LLP LLC Corporation Agent

Bidder Street Address: _____

Bidder Mailing Address: _____

Contact Person: _____

Contact Phone & E-mail: _____

(If this Bid is being submitted by more than one individual or entity, attach additional sheets providing the above listed information for each individual or entity submitting this Bid, and have each individual or entity execute the Purchase Bid Form on the signature lines below, attaching additional signature lines as needed)

Executed this _____ day of _____, 20__.

Signed, sealed and delivered,
as to Bidder, in our presence:

BIDDER

(Seal)

Unofficial Witness

Name: _____
Title: _____

Official Witness,
Notary Public

Attest: _____
Corporations only

My Commission Expires: _____

Notary Seal Affixed Here

Corporate Seal Affixed Here

Signed, sealed and delivered,
as to Bidder, in our presence:

BIDDER

(Seal)

Unofficial Witness

Name: _____
Title: _____

Official Witness,
Notary Public

Attest: _____
Corporations only

My Commission Expires: _____

Notary Seal Affixed Here

Corporate Seal Affixed Here

Part 4
GBA # 12-16
BEST AND FINAL BID FORM

Under oath, the undersigned, hereinafter "Bidder", submits for consideration by the Georgia Building Authority this offer to purchase the following Property:

PULLMAN YARD
APPROXIMATELY 26.84 ACRES, SUBJECT TO A 0.76 OF AN ACRE EASEMENT TO GEORGIA POWER COMPANY FOR ACCESS TO THEIR ELECTRICAL SUBSTATION, IMPROVED WITH ELEVEN (11) INDUSTRIAL BUILDING IMPROVEMENTS, LOCATED IN LAND LOT 211 OF THE 15th DISTRICT, 225 ROGERS STREET, NE, ATLANTA, DEKALB COUNTY, GEORGIA 30308

The Bidder hereby warrants and agrees that this Best and Final Bid is made in accordance with all terms and conditions contained in the Invitation to Bid Package, and without connection with any other person making a Bid, and that this Bid is in all respects fair and lawful and is made in good faith and without collusion or fraud.

Bidder submits this Best and Final Bid as an offer to purchase the Property, which is hereby given by the Bidder to the GBA, to accept or reject pursuant to the terms of the Invitation to Bid, and if accepted by the GBA, constitutes a binding contract for the sale and purchase of the Property with the terms and conditions more fully described in Sell and Purchase Agreement.

Attached hereto as Additional Earnest Money is a certified or cashier's check made payable to the order of the "Georgia Building Authority" which Additional Earnest Money when combined with the Earnest Money submitted in the Initial Bid shall equal three per cent (3%) of the amount of this Best and Final Bid. The Successful Bidder agrees, that in case of failure on its part to meet any of the terms or conditions in the Invitation to Bid Package, including the requirement to execute and return of duplicate originals of the Sell and Purchase Agreements within ten (10) calendar days from the date of service of written notice of GBA's acceptance, the Earnest Money shall be retained by GBA as liquidated damages and not as a penalty.

Bidder further agrees at closing to wire to the GBA reimbursement of due diligence costs in the amount identified in the Invitation to Bid.

Having carefully examined the terms of the Invitation to Bid Package and the Property, Bidder hereby offers to purchase the Property for:

Bid Amount in Numbers: \$ _____

Bid Amount in Words: _____

If this Bid is accepted, the Sell and Purchase Agreement entered into and the Deed shall be conveyed in the name of the Bidder(s) identified below:

Legal Name of Bidder: _____

Bidder is a(n): Individual Partnership LLP LLC Corporation Agent

Bidder Street Address: _____

Bidder Mailing Address: _____

Contact Person: _____

Contact Phone & E-mail: _____

(If this Bid is being submitted by more than one individual or entity, attach additional sheets providing the above listed information for each individual or entity submitting this Bid, and have each individual or entity execute the Best and Final Bid Form on the signature lines below, attaching additional signature lines as needed)

Executed this _____ day of _____, 20__.

Signed, sealed and delivered,
as to Bidder, in our presence:

BIDDER

_____ (Seal)

Unofficial Witness

Name: _____
Title: _____

Official Witness,
Notary Public

Attest: _____
Corporations only

My Commission Expires: _____

Notary Seal Affixed Here

Corporate Seal Affixed Here

Signed, sealed and delivered,
as to Bidder, in our presence:

BIDDER

_____ (Seal)

Unofficial Witness

Name: _____
Title: _____

Official Witness,
Notary Public

Attest: _____
Corporations only

My Commission Expires: _____

Notary Seal Affixed Here

Corporate Seal Affixed Here

Part 5

LEGAL AD COPY



**State Properties Commission
Request for Bids**

The State Properties Commission, acting as agent on behalf of the Georgia Building Authority (“GBA”), is requesting bids from prospective bidders for the purchase of that certain property owned by GBA, known as Pullman Yard. The approximate 26.84 acres, subject to a 0.76 of an acre easement to Georgia Power for access to their electrical substation, is improved with eleven (11) industrial building improvements, located in Land Lot 211 of the 15th District, 225 Rogers Street, NE, Atlanta, DeKalb County, Georgia 30308.

Bids must be submitted by **2:00 (Two) P.M. on Tuesday, April 4, 2017**, in accordance with the requirements stated in the Invitation to Bid. Bids submitted in a format other than specified will be rejected.

Please visit the following link to obtain a copy of the Invitation to Bid: <http://gspc.georgia.gov/press-releases/2016-04-05/property-sale-dekalb-county>. Questions related to submitting a proposal may be sent in writing to, Pullman Yard-ITB Admin., via e-mail: itb.admin@spc.ga.gov.