



# DEPARTMENT OF PURCHASING AND CONTRACT COMPLIANCE

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**Felicia Strong-Whitaker, Interim Director**

## **ADDENDUM NO. 1 Request for Proposal – 0RFP66231C-MT Office Space Leasing for the Public Defender's Office Fulton County, Georgia**

April 28, 2009

Dear Vendors:

This addendum is in reference to **09RFP66231C-MT**  
Office Space Leasing

1. Is a space plan required as part of the submittal due on May 6, 2009? If so, should it be included in the technical proposal, the cost proposal or the contract compliance exhibits?

**Response: A space plan is required as part of the submittal that should be included as an exhibit in the technical proposal.**

2. Section 3.1.2 - Who is the Consultant that is referenced?

**Response: The consultant means the firm that will be providing the services or landlord.**

3. Section 3.3 - Is the 45,000 square feet rentable or usable?

**Response: Usable**

4. Section 3.3.A - With regards to distance, 270 Peachtree is one mile from the courthouse. Is this okay?

**Response: Yes.**

5. When is the prospective tenant planning to tour?

**Response: The tour will be scheduled during the evaluation of the RFP responses.**

6. Section 3.3 B 3 - Is the intent for the bookcases to be built in by the General Contractor and part of the TI dollar allowance or will Tenant be providing built ins?



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**Response: General Contractor to build in and made a part of the T.I. Allowance.**

7. Section 3.3 C 1 - Does the reception area window have any ballistic or bullet proof requirements?

**Response: No**

8. Section 3.3 E 12 - Will the main file room consist of high density rolling file system or standard lateral and vertical files? Please clarify requirement. Does this room currently meet this size and was structural reinforcement provided?

**Response: Current requirements – Standard lateral, vertical files and/or shelving.**

9. Section 3.3 B 4 - Are the workstations to be modular furniture provided by the tenant or is this something the landlord is to provide under TI dollar allowance?

**Response: Provided by Landlord under T.I. Allowance.**

10. Can any of the private office space be alternatively addressed with use of cubicles? We can fulfill the requirement either way but wanted to clarify efficient use of space. This greatly impacts the amount of landlord cost which will directly impact the rental rate.

**Response: Only minimal number, depending on the space plan.**

11. Is there any requirement for number of offices on glass versus interior offices?

**Response: No**

12. Are there any room adjacencies that we need to be aware of or requirements for location of conference rooms and ancillary spaces? (main conference near reception, 1 conference per floor etc.)

**Response: Conference room to be adjacent to break rooms (Director's conference room to be adjacent to his office).**

13. Exhibit II 4 - Will a design build methodology be sufficient as long as the drawings are stamped by a licensed engineer?

**Response: Yes. Unless it violates the terms of the Exhibit (Subject to Purchasing Dept.'s policies).**



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14. Exhibit II 8 - Is the weekly meeting only between Landlord and Tenant or is this a full construction meeting with Architects, Engineers, General Contractor and sub-trades? Please clarify intent of meeting and team players.

**Response: Tenant, tenant's Construction Management Dept. (Land Div.), Landlord and any other stakeholder on Landlord's staff that Landlord deems necessary to discuss construction progress.**

15. Please clarify 3.3.F, #7. "Are there any other leasing and renewal conditions?"

**Response: The County's legal department may review and change leasing and renewal conditions prior to award and contract execution.**

16. 3.4 Section 1 – What are you looking for in the Executive Summary? Should this be a description of the property?

**Response: The Executive Summary should be a brief description of your firm's overall capabilities.**

17. 3.4 Section 2, #3 – How in depth does the staff servicing the account need to be? Do we need to list all engineers, etc on the property?

**Response: Leasing Office main staff, i.e. property mgr., asst. mgr., security dir., general maintenance dir.**

18. 3.4 Section 2, #4 – Is this referring to the property management company?

**Response: This refers the property management company or its local office to provide leasing services to the County.**

19. 3.5, Section 2, #4 – 270 Peachtree is a paid parking facility. Should we

**Response: No. The ten (10) spaces are free spaces provided to tenant per lease. Any additional spaces above the free spaces would be paid for by tenant's employees using the parking facility.**

20. 3.5, Section 2, #6 – Should we include the operating expenses escalations in this section?

**Response: Yes**

21. In order to provide the best economic proposal, can Tenant fund any of the Tenant Improvements?



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**Response: For purposes of consistency in the RFP process, assume Tenant is not willing to fund any Tenant Improvements and expecting a “turn-key” build-out.**

22. The RFP refers to company throughout the proposal with regards to employees, etc. Is this referring to our property management company that manages the building? To clarify, Richard Bowers & Company owns, leases and manages the proposed 270 Peachtree building.

**Response: This refers the property management company or its local office to provide leasing services to the County.**

23. In order to provide the best economic proposal, would tenant consider a longer lease term of ten years as opposed to the requested seven years?

**Response: The Proposer may submit an alternate lease term. However, you must label this submittal as “Alternate #1, Alternate #2, etc...). The County reserves the right not to consider alternate submittals.**

24. There has been some confusion on whether or not you have engaged a real estate broker to assist you with this transaction. Can you please confirm that David Todd with CBRE is your broker of record?

**Response: There is no broker for this project.**

25. Will Landlord be expected to pay a commission to Tenant or Tenant's representative?

**Response: The Landlord will not pay a commission to Tenant, Tenant's representative or any other party. The Purchasing Department will be handling all negotiations with the selected firm.**

26. Will this be a flat 72-month lease with 2 renewals thereafter or a 12-month lease with 12-month renewals totaling the 72-months plus 2 additional 12-month renewals rights?

**Response: This lease will be for 72 months with the option to renew for an additional two, one (1) year lease periods.**

27. The term will commence from the commencement of the lease, as opposed to the execution of the lease as stated in the RFP?

**Response: The term will commence from the tenant's date of**



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**occupancy. The Notice to Proceed will be issued after the lease agreement is out.**

28. The Scope of Work references additional employee parking. How many additional spaces are anticipated?

**Response: Total number currently unknown. Number depends upon space availability, cost per space and number of interested staff.**

29. The Scope of Work requires 3 areas, i.e. Main File Room, Medium File Room and Law Library, which appear to need greater floor loads than the typical standard for an office building of 100 lbs. Can you confirm this requirement, as it can be impactful to the costs of construction?

**Response: These areas will house case files and/or reference materials i.e. books, magazines, etc. Standard bookcases and shelving will be utilized. No additional load bearing flooring is currently required.**

30. Please confirm that the Cost Proposal Format can be revised to provide for the pass-through of operating expense increases over the base year we discussed yesterday.

**Response: Yes, but it will require itemization and historical costs.**

31. Please confirm that we may submit our building standard lease document for review and consideration.

**Response: The County will consider all submitted lease agreements subject to the review and approval of the legal department.**

32. – Section 5 – Proposer Financial Information - The financial information related to the ownership of Peachtree Center is not public information and is not easily accessible. We typically provide all the necessary financial information after a contract award and will be more than happy to meet in person to discuss. It is important to note that Peachtree Center has successfully executed the majority of the leasing in the downtown area in the last few years including the 2 largest deals thus far in 2009 – hopefully this is evidence enough of the capability of ownership. Please confirm it is acceptable to submit and/or discuss financial information after award.

**Response: The County will note that your firm's financial information is considered private. However, we will evaluate any submitted material in accordance with the criteria outlined in Section 5.**



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33. There are a number of forms/exhibits related to contractors who will complete the construction work. Typically we would go through a bid process after award. Can we assume the following Exhibits and Forms can be completed after award because the contractor and sub-contractors have not been selected yet? Form F, Form G, Exhibit C, D and G  
**Response: Please complete all forms related to contractors to the best of your ability. If necessary, the Contract Compliance Department will contact you for additional information.**
34. – Will the Fulton County Public Defender require the Landlord to use their form of contract (lease) or will they consider an owner form of lease that is negotiated to a mutually acceptable agreement?  
**Response: The lease agreement provided with the Proposal is the base lease agreement that has been reviewed by our legal department. The County will be open to negotiate terms and conditions not prohibited by State or County codes or any laws and ordinances. However, if an agreement can not be reached, the County reserves the right to negotiate with the second highest scoring vendor.**
35. – Section 2.8 – Disqualification of Proposers – Peachtree Center consists of multiple buildings, some with different entity names, but all controlled under common ownership.....Can we propose more than 1 building to accommodate the requirement?  
**Response: Firms can only submit ONE Response to the RFP. However, your response may contain alternate solutions to our RFP. All alternate proposals must be labeled as "Alternate #1, #2, etc...."**
36. – Is the projected commencement date August 1, 2009?  
**Response: The term will commence from the tenant's date of occupancy. It will be mutually agreed upon as soon as possible after the Board of Commissioners award the contract and execute the lease agreement. The Notice to Proceed will be issued after the lease agreement is executed.**
37. **Subleases will not be accepted for this project.**
38. Improvement Allowance: Because we have not completed a test fit for this requirement in our building it is very difficult to estimate the allowance that will be required to complete construction. We would like to propose 3 different terms with 3 different corresponding improvement allowances. Is this acceptable?



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**Response: Acceptable as long as it does not violate the terms of the RFP.**

39. Page 29, Section 4.1 of the RFP states that the selection will be weighted 40% on the fit of the requirement into our proposed space. We do not want to handicap ourselves by not knowing how your requirement will lay out so can you give any advice as to how this can best be addressed?

**Response: The weight is to be determined by the bidders' ability to provide all of the County's requirements as enumerated in the Scope of Work, i.e. the bidders' ability to provide office space for the tenant. At this time, any proposed space plan is not controlling.**

40. The RFP Evaluation Criteria has been revised to include a Site Visit. Please see Exhibit 1.
41. The Cost Proposal Form – Section 3.5 – has been revised and attached as Exhibit 2.
42. Proposer shall be responsible for relocating the Public Defender's Office to the new office space location.
43. Any follow-up questions must be provided to me no later than Wednesday, April 29, 2009 at 5:00 P.M.



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For additional information regarding this addendum contact Malcolm Tyson,  
Assistant Purchasing Agent at (404) 612-5811.

The undersigned propose acknowledges receipt of this addendum by returning  
one (1) copy with their bid. Failure to return a signed copy of this addendum with  
your bid may render your bid to be non-responsive.

Except as provided herein, all terms and conditions in the bid referenced above  
remain unchanged and in full force and effect.

Sincerely,

Malcolm Tyson

Assistant Purchasing Agent

Attachment

## ACKNOWLEDGEMENT OF ADDENDUM

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SECTION 4****EVALUATION CRITERIA****4.1 PROPOSAL EVALUATION – SELECTION CRITERIA**

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

<b>Evaluation Criteria</b>	<b>Weight</b>
Criteria provided in the Scope of Work: Minimum requirements, General Office Space, Reception Area, Conference Rooms and General Purpose Rooms	35%
Site Visits	5%
Qualifications of Key Personnel: (Past experiences, Education & training and roles & responsibilities)	5%
Relevant Experience: (Last projects and performance record)	5%
Financial Responsibility:	5%
Availability of Key Personnel:	5%
Local Preference: (Proximity to the Fulton County Government Center)	10%
Cost Proposal: Rental Rate and Build out allowance	30%
<b>TOTAL POINTS</b>	<b>100%</b>

### 3.5 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope** in accordance with section 3.1. The Cost Proposal shall include current information and shall be arranged and include content as described below:

#### **Section 1 - Introduction**

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

#### **Section 2 - Completed Cost Proposal Forms**

Proposer must complete the pricing forms. Do not leave blanks, state, "N/A" if and where not applicable.

1. Standard initial lease term of your firm: \_\_\_\_\_ years and how many \_\_\_\_\_ options of 12 months period.
2. Total Lease Space: \_\_\_\_\_ per Sq ft
3. Total Gross Leasing Price: \$ \_\_\_\_\_ / year
4. Fixed price for additional over 10 employee parking fee \$ \_\_\_\_\_ per month
5. Annual incremental lease gross price increase % \_\_\_\_\_ per year
6. Build-Out Cost allowance per Square Feet: \$ \_\_\_\_\_  
Total Build Out-Cost Allowance: \$ \_\_\_\_\_
7. Other Associated Costs
  - 7.1 Item Name: \_\_\_\_\_  
Cost \$ \_\_\_\_\_ /month
  - 7.2 Item Name: \_\_\_\_\_  
Cost: \$ \_\_\_\_\_ /month
  - 7.3 Item Name: \_\_\_\_\_  
Cost: \$ \_\_\_\_\_ /month