



# DEPARTMENT OF PURCHASING AND CONTRACT COMPLIANCE

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**Felicia Strong-Whitaker, Interim Director**

## **ADDENDUM NO. 2 Request for Proposal – 09RFP66231C-MT Office Space Leasing for the Public Defender's Office Fulton County, Georgia**

May 1, 2009

Dear Vendors:

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

1. Malcolm, one quick point on the initial review: It is not unusual for a landlord to offer a moving allowance, but it would be almost impossible for a landlord to be **responsible** for a tenant's move from it's current location due to coordination and liability issues that are not within a landlord's control or standard scope of work. We understand your desire to avoid those costs, and a moving allowance will need to be analyzed by both parties as a capital cost to the transaction. May I suggest that we add a line item to the cost analysis whereby each proposer may designate a set amount for moving or not, as opposed to simply stating that the proposer is responsible for the move per your addition #42, which I would suggest will eliminate most of us?

**Response: A moving allowance will be satisfactory in lieu of the landlord being responsible for the move. This should be provided on the Cost Proposal Format and Content Form, page 27 under Other Associated Costs.**

2. Would it be possible to stop by and take a look at the public defender's current space with our architect?

**Response: Please contact Malcolm Tyson to schedule a visit.**

3. Concerning office cubicles. Landlords are unable to provide furniture cubicles to our tenants nor do we include the cost in the tenant improvement allowance. This is due to the fact that when we request improvement dollars from our owners & lenders it has to go towards actually improving the space versus furnishing the space (in other words, it has to be used to improve the building). We can build half walled offices similar to cubes in the construction process. Do I note this in the proposal section?

**Response: Yes. The bidder should note whether they are capable of**



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**constructing half wall areas or cubicles.**

4. Referencing the change to the cost proposal. I do not see any change to this document. Can you verify that there is actually no change?

**Response: Item # 6 was added for Build-Out Cost allowance per Square feet: \$ \_\_\_\_\_**

5. As Lisa mentioned, we are unable to actually relocate the Public Defender's office from its current location to our building. We typically offer free rent to offset this cost.

**Response: A moving allowance will be satisfactory in lieu of the landlord being responsible for the move. Other options submitted will be evaluated as alternatives.**

6. When offering free rent, we have to offer it "outside of the term of the lease". In other words if we offer 4 months free for a 6 year term the term is actually 76 months. Is this acceptable since it is over the 72 month requested term?

**Response: While free rent may be permissible as an alternative, it must be determined and agreed by the landlord that tenant's first (x) months would be free as an allowance for tenant to use the rental payments to relocate to the new location. This must be reviewed and approved by the County's legal department.**

7. I have no way to know which subcontractors would be chosen as the low bidder upon lease award so it would be impossible for me to fill out the information for contractors and subcontractors relating to this lease award. Would I just make a note of this in front of the exhibits and clarify that this will be submitted as contractors are awarded the project?

**Response: Yes.**

8. Please confirm that per page 33, each and every person who is either an officer of the legal entity that is the landlord must sign the Form A affidavit as well as an individual representative from anyone acting on behalf of that entity in this proposal process. For example, at 55 Park Place, the individual officers of the legal entity, as well as Lisa Dunavin from Cushman & Wakefield would fill out separate affidavits. Correct?

**Response: In accordance with the RFP, "IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH."**



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9. Page 44 states that Form F is only required for companies with greater than 500 employees as noted on Form F. For clarification, I am assuming it means as noted on Form E?

**Response: That is correct. Please indicate the number of employees on Form E.**

10. Although Form G is not required until the contract is awarded, can you clarify if the same requirement, i.e. 500 employees or greater, applies here as well?

**Response: The instructions on page 48 does not require an execution of an affidavit for form G.**

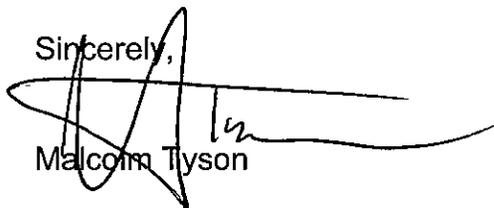
11. Section 2.7 has been revised as follows: **All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of two (2) members from the Public Defender's Office, two (2) Purchasing Staff members and one (1) Finance Staff member who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.**

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



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**ACKNOWLEDGEMENT OF ADDENDUM**

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

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

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

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