



## CITY OF ATLANTA

Kasim Reed  
Mayor

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DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

February 20, 2014

### INTERESTED PROPONENT:

**Re: Request for Proposals for Contract No. FC-6362 - Coffee & Bakery Concession in the Rental Car Center at Hartsfield Jackson Atlanta International Airport**

Attached is one (1) copy of **Addendum No. 4**, which is hereby made a part of the Request for Proposals for the above-referenced project.

For additional information, please contact Kiondria Walker, Contracting Officer, by telephone at (404) 330-6654 or via email at [kmwalker@atlantaga.gov](mailto:kmwalker@atlantaga.gov).

Sincerely,

Adam L. Smith

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**Addendum No. 4**

**Re: FC-6362, Coffee & Bakery Concession in the Rental Car Center at  
Hartsfield-Jackson Atlanta International Airport**

February 20, 2014

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This Addendum forms a part of the Request for Proposal and modifies the original solicitation package as noted below:

- Responds to written questions that the City's Department of Procurement received on or before the due date referenced in Addendum No 1.
  - Modifies the RFP.
- .....

Proposals are due **Wednesday, February 26, 2014**, and should be time stamped no later than 2:00 p.m. EST on this day, and delivered to the address below:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP  
Chief Procurement Officer  
Department of Procurement  
55 Trinity Avenue, S.W.  
City Hall South, Suite 1900  
Atlanta, Georgia 30303

.....  
**\*\*\*All other information in the Request for Proposal remains unchanged\*\*\***  
.....

**Addendum No.4**

**Re: FC-6362, Coffee & Bakery Concession in the Rental Car Center at Hartsfield-Jackson Atlanta International Airport**

February 20, 2014

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**Acknowledgement of Addendum No. 4**

Proponents must sign below and return this form with its proposal to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303 as acknowledgement of receipt of this addendum on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Legal Company Name of Respondent

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ADDENDUM NO. 4**

This Addendum No. 4 forms a part of the Request for Proposals for Project Number FC-6362: **Coffee & Bakery Concession in the Rental Car Center** of Hartsfield-Jackson Atlanta International Airport (“RFP”) and modifies the original solicitation package as noted in Part 1 below. Part 2 of this Addendum No. 4 responds to questions that the City of Atlanta’s (“City”) Department of Procurement received on or before the due date referenced in the RFP.

**Part 1 - Modifications to the RFP**

The following modifications and amendments are incorporated in the RFP by this reference:

1. Delete Section 3.2 of Part 2 of the RFP and replace the same with the following in lieu thereof:

- 3.2 Listed in the schedule below are categories of items to be sold by the successful Proponent in the Premises (each referred to herein as a “Category” and collectively, as the “Categories”). The Proponent must propose the forecasted revenue for each category. The percentage of Gross Receipts listed by Category in the schedule below is the minimum Percentage Rent the City will accept for each Category of products sold:

| Category  | Percentage of Gross Receipts |
|---|------------------------------|
| Branded Food & Coffee                                     | 14.5%                        |
| Non-Branded Food & Coffee                                 | 16.5%                        |
| Travel Retail/Gifts/souvenirs/<br>Tobacco products/Snacks | 12.5%                        |
| General<br>Retail/Supplies/stationary                     | 10%                          |

2. Delete “Desired Menu/Concept Requirements” from Section 3 of Exhibit A of the Concessions Lease Agreement in Part 5 of the RFP and replace the same with the following in lieu thereof:

**Desired Menu/Concept Requirements:**

- Menu should include branded coffee and espresso drinks, tea, limited menu of baked goods (suitable for breakfast, such as muffins and bagels), takeaway snack items for other day-parts (such as prepared sandwiches, salads, and desserts), granola bars, packaged nuts and health bars
- Food should be available in convenient “to go” packaging

- Restaurant should also offer juices and water in a cup only (i.e., no bottled water or juices)
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children
- A newspaper selection consisting of at least two (2) local, six (6) national/out of town, and four (4) international/foreign newspaper titles of general circulation must be carried at all times.
- Cosmetics, hosiery, and variety of health & beauty aid products in travel sizes.
- Disposable cameras, film, photographic accessories, and batteries.
- Tobacco products and related accessories sold over the counter individually (i.e., not in bulk or cartons) and not from a vending machine or automatic dispenser
- Travel-sized non-prescription medication and pain relievers.
- High quality regional gifts, souvenirs, and travel-related products.
- Business traveler supplies such as paper, pens, stationery, postage stamps sold at face value, and planners/calendars.

**Non-Permitted Menu/Concepts:**

- Alcoholic beverages
  - Candy & Chewing Gum
  - Carbonated beverages
  - Bottled juices & water
  - Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, juice, water, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks
  - No tobacco products, including, without limitation, electronic cigarettes/cigars may be sold from a vending machine or automatic dispenser
  - Any menu item or concept that has not been approved in advance by the Aviation General Manager in writing.
3. Delete Exhibit A.1 attached to the Concessions Lease Agreement in Part 5 of the RFP and replace the same with the new "Exhibit A.1" attached to this Addendum as Exhibit A.1.
  4. In Exhibit D attached to the Concessions Lease Agreement in Part 5 of the RFP, the (a) term "Service(s) Agreement" shall be deemed to mean the "Concessions Lease Agreement;" and (b) terms "Lessee" or "Service Provider" shall be deemed to mean "Concessionaire" for purposes of Exhibit D.

5. Delete the first paragraph (i.e., the unnumbered paragraph) of Section F of Exhibit D attached to the Concessions Lease Agreement in Part 5 of the RFP and replace the same with the following in lieu thereof:

At, or prior to, Concessionaire's execution of the Lease Agreement, Concessionaire must, at its own expense, deliver to the City a Performance and a Payment Bond each in an amount equal to one hundred percent (100%) of the then current year's price/MAG specified in the Lease Agreement, naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City's Attorney, which surety bond or bonds must be renewed annually, at one hundred percent (100%) of the then current year's price/MAG as specified in the Lease Agreement. The bonds must be kept in full force and effect during the Term and any renewals. In lieu of a Performance Bond, Concessionaire may submit to the City an Irrevocable Letter of Credit in a form acceptable to City, in its sole discretion.

### **Part 2 – Responses to Submitted Questions**

Part 2 of this Addendum No. 3 responds to questions that the City's Department of Procurement received on or before the due date referenced in the RFP.

1. **Question:** If in the desired concept is the need for Food in a "convenient to-go" packaging, then, it would be more suitable to have per- packaged water and drinks? It would be an inconvenience to the customer that they buy their pre packaged food from 1 place and then go so where else to get bottle water/juice?

**RESPONSE: Other than as set forth in the Addenda to the RFP, there are no other changes to the Scope of Services set forth in the RFP.**

2. **Question:** Carbonated bottle sodas are not allowed, are carbonated fountain drinks permissible?

**RESPONSE: No carbonated sodas/drinks may be sold under the Concessions Lease Agreement for FC-6362.**

3. **Question:** Candy and chewing gums are out, are granola bars/package nuts/ health bars, and other snacks permitted?

**RESPONSE: See RFP modifications in Part 1 of this Addendum.**

4. **Question:** Also, if a customer is buying coffee/food items from one place, wouldn't that be an inconvenience to get a mints/gum from another place?

**RESPONSE: Other than as set forth in the Addenda to the RFP, there are no other**

**changes to the Scope of Services set forth in the RFP.**

5. **Question:** In non permitted items include tobacco yet in permitted items tobacco products and related accessories still allowed? Do you mean lighters?

**RESPONSE:** See RFP modifications in Part 1 of this Addendum.

6. **Question:** Can you list all the items that are in the vending machines or the types of vending machines in the rental car area?

**RESPONSE:** We will not list all of the items currently for sale in or the type of vending machines utilized at the Airport's Rental Car Center. However, the vending machines in the Rental Car Center are located in public areas and Proponents may visit the Rental Car Center to view them.

7. **Question:** Can we get the Word version of all the forms so that we can type in?

**RESPONSE:** No.

8. **Question:** In 2.1.3B (Facility design)- does the designed has to be fully artist rendered design?

**RESPONSE:** The 'Facility Design' provision is in Section 2.1.3(c) of Part 2 of the RFP. Proponent's that provide an artist's rendering would satisfy the requirement contained in Section 2.1.3(c); however, the City may accept other forms/formats submitted by Proponents to satisfy this requirement. A Proponent should submit a design that gives the City's Department of Aviation an understanding of the Proponent's proposed design of the space.

9. **Question:** In Volume II 3.2 would the category percentage change?

**RESPONSE:** See RFP modifications in Part 1 of this Addendum.

10. **Question:** Will the City of Atlanta accept an annually renewable bond form?

**RESPONSE:** See Section F of Exhibit D attached to the Concessions Lease Agreement. The Concessions Lease Agreement is attached to the RFP at Part 5.

11. **Question:** Exactly what does the \$110,000 bond amount represent? Is that the annually cost of rents?

**RESPONSE:** The RFP does not specify a bond in the amount of \$110,000. See Section 8 of the RFP for a description of the Proposal Security required at the time a Proponent submits its proposal. The Proposal Security should be in an amount equal to five

percent (5%) of the Proponent's proposed MAG offered for the first year of the Agreement. Additionally, the performance and payment bond required during the term of the Concessions Lease Agreement is set forth in Section F of Exhibit D of the Concessions Lease Agreement. The amount of the performance and payment bond is tied to the MAG set forth in in Section 5.1.1 of the Concessions Lease Agreement.

12. **Question:** Why exactly is there \$5000/day liquidated damages clause, and what is it covering? By that I mean, we realize that there is a "refurbish" component to this RFP, but the extent of that work is not known yet nor is the total value? Additionally, \$5000/day is a rather large amount for a contract of this size and surely exceeds any loss of rental income caused in the event that refurbishing needs to be completed at the end of the contract before a new tenant takes over.

**RESPONSE:** The City will not alter or change the liquidated damages provision set forth in Section 7.2.4 of the Concessions Lease Agreement.

**EXHIBIT A.1**

**FINANCIAL OFFER FORM**

**FC-6362: Coffee and Bakery Concession at Rental Car Center**

The undersigned having (a) examined carefully the accompanying Instructions to Proponents ("Instructions"), and the form of the Concessions Lease Agreement ("Agreement") at Hartsfield-Jackson Atlanta International Airport ("Airport"), (b) visited the Airport, (c) become familiar with all terms and conditions specified in the Instructions and the Agreement and with the proposed operation of the **Coffee and Bakery Concession**, hereby submits this Financial Offer Form for compensation and privilege of performing the Services required and allowed under the Agreement at the Airport to be paid to the City by the undersigned in consideration of the execution of said Agreement by the City and the performance of all terms and conditions therein agreed by the Concessionaire on its part to be kept and performed.

The amount of the first year's Minimum Annual Guarantee (MAG) is Dollars \$\_\_\_\_\_.

**Percentage Rental Fee per Category:**

| <b>Category</b>   | <b>Percentage of Gross Receipts</b> | <b>Forecasted Revenue</b> |
|---|-------------------------------------|---------------------------|
| Branded Food & Coffee   | 14.5%                               |                           |
| Non-Branded Food & Coffee                                     | 16.5%                               |                           |
| Travel Retail / Gifts / Souvenirs / Tobacco products / Snacks | 12.5%                               |                           |
| General Retail / Supplies / Stationery                        | 10%                                 |                           |

**Please sign the appropriate place:**

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Company** \_\_\_\_\_

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