



## CITY OF ATLANTA

SUITE 1900  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6204 Fax: (404) 658-7705  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

Kasim Reed  
Mayor

DEPARTMENT OF PROCUREMENT  
Angela M. Hinton  
Interim Chief Procurement Officer  
[ahinton@atlantaga.gov](mailto:ahinton@atlantaga.gov)

March 13, 2017

### INTERESTED PROPONENT:

**Re: FC-9205, Commercial Food and Beverage Retail Space at Atlanta City Plaza  
Suite A & C**

Attached is one (1) copy of **Addendum No. 3**, which is hereby made a part of the above-referenced projects.

For additional information, please contact the following personnel for the respective solicitation: FC-9205, Jessica A. Boston, Contracting Officer, at (404) 330-6903, or via email at [jaboston@atlantaga.gov](mailto:jaboston@atlantaga.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "A. M. Hinton".

Angela M. Hinton

AMH:jab



**Addendum No. 3**

**Re: FC-9205, Commercial Food and Beverage Retail Space at Atlanta City Plaza  
Suite A & C**

March 13, 2017

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

- **Answers to Questions.**
  
- **Revision to Technical Specifications:**  
  
Part 4, Required Submittals Forms – Delete Form 2, Contractor Disclosure Form and Replace with Form 2, Contractor Form (attached to this addendum).
  
- **Due date changed from Wednesday, March 22, 2017 to Wednesday, April 5, 2017.**

Proposals are due **Wednesday, April 5, 2017**, and should be time stamped no later than 2:00 p.m. EST on this day, and delivered to the address below:

Angela M. Hinton  
Interim Chief Procurement Officer  
Department of Procurement  
55 Trinity Avenue, S.W.  
City Hall South, Suite 1900  
Atlanta, Georgia 30303

.....  
**\*\*\*All other information remains unchanged\*\*\***



**Addendum No. 3**

**Re: FC-9205, Commercial Food and Beverage Retail Space at Atlanta City Plaza  
Suite A & C**

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**Acknowledgement of Addendum No. 3**

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 \_\_\_\_\_, 2017.

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**Addendum No. 3**

**FC-9205, Commercial Retail Food and Beverage Retail Space at Atlanta City Plaza – Suite A and C**

**March 13, 2017**

**Questions and Answers**

<b>1</b>	Will there be a second site tour allowed for both sites? Proponents would like to get an evaluation by potential contractors and other partners.
<b>Answer</b>	<b>Yes; the week of 2/20/17. We will be posting a sign in the windows advertising the spaces and also preparing press release.</b>
<b>2</b>	Is there any sales/revenue data available for Suite A when it was open or Suite C currently?
<b>Answer</b>	<b>No. There was no data required under the existing lease for Suite C and Suite A had been vacant for several years when the city acquired the property.</b>
<b>3</b>	Will Suite A be allowed to be a dual retail and food and beverage concept?
<b>Answer</b>	<b>Yes.</b>
<b>4</b>	Considering the size of Suite A, a single concept would be a significant investment and risk considering the current market, will the City allow grant certain concessions to the winning proponent in light of these issues? i.e. First year rent waiver?
<b>Answer</b>	<b>Six months free rent.</b>
<b>5</b>	In regards to Suite C, considering the current market, will the City allow grant certain concessions to the winning proponent in light of these issues? i.e. First year rent waiver?
<b>Answer</b>	<b>Six months free rent.</b>
<b>6</b>	Will the City consider a multi-concept food court in lieu of a single concept location for Suite A?
<b>Answer</b>	<b>Yes.</b>
<b>7</b>	What protections will the City offer should one proponent win a Suite with a specific concept, will the City ensure that a similar competing concept not be allowed in the other suite?
<b>Answer</b>	<b>Generally, no.</b>
<b>8</b>	Is there any capital the City is willing to provide for this project? Especially for Suite A?
<b>Answer</b>	<b>No, that is the reason for the length of the term.</b>
<b>9</b>	What are the available parking options for employees and guest for both Suites? Will additional parking be made available?
<b>Answer</b>	<b>Parking for employees will be made available in the City Plaza Parking Deck at a quantity and rate to be determined.</b>
<b>10</b>	Will the City amending the bonding policy? Certain small business have difficulty obtaining bonds

**Addendum No. 3**

**FC-9205, Commercial Retail Food and Beverage Retail Space at Atlanta City Plaza – Suite A and C**

**March 13, 2017**

**Questions and Answers**

	for projects. As such, will the City entertain any other options in lieu of a bond?
<b>Answer</b>	<b>It will not be a part of the evaluation criteria to have bonding in place; however, bonding will be required to execute an agreement/lease with the City.</b>
<b>11</b>	Due to the fact this is a City owned property, can alcohol or tobacco products be served or sold on the property?
<b>Answer</b>	<b>Whether or not alcohol will be permitted is subject to both City and State regulations. The City prefers a tobacco-free environment.</b>
<b>12</b>	Will the City allow additional questions outside of this current Q&A period following the responses?
<b>Answer</b>	<b>Yes, if submitted through Jessica Boston via e-mail at <a href="mailto:jaboston@atlantaga.gov">jaboston@atlantaga.gov</a>.</b>

**FORM 2**  
**CONTRACTOR DISCLOSURE FORM**

**DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE**

<b>"Affiliate"</b>	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
<b>"Contractor"</b>	Any person or entity having a contract with the city.
<b>"Control"</b>	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.
<b>"Respondent"</b>	Any individual or entity that submits a response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Contractor Disclosure Form where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Contractor Disclosure where indicated. <b>If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Contractor Disclosure Form where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure Form where indicated.</b>

**Instructions: Provide the following information for the entity or individual completing this Statement (the "Individual/Entity").**

**A. Basic Information:**

1. Name of Individual/Entity responding to this solicitation: \_\_\_\_\_  
\_\_\_\_\_
2. Name of the authorized representative for the responding Entity: \_\_\_\_\_  
\_\_\_\_\_

**B. Individual/Entity Information:**

1. Principal Office Address: \_\_\_\_\_
2. Telephone and Facsimile Numbers: \_\_\_\_\_
3. E-Mail Address: \_\_\_\_\_
4. Name and title of Contact Person for the Individual/Entity: \_\_\_\_\_

5. Is the individual/Entity authorized to transact business in the state of Georgia?

- Yes (Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.)  
 No

**C. Questionnaire**

If you answer "YES" to any of the questions below, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your Proposal.

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.

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2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? **YES** **NO**

3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved. **YES** **NO**

4. Has the Respondent been charged with a criminal offense within the last ten (10) years? **YES** **NO**

5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received. **YES** **NO**

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

- |   |  |   |
|---|--|---|
| (a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors? | <b>YES</b><br><br><input type="checkbox"/> | <b>NO</b><br><br><input type="checkbox"/> |
| (b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice?   | <b>YES</b><br><br><input type="checkbox"/> | <b>NO</b><br><br><input type="checkbox"/> |
| (c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent.  | <b>YES</b><br><br><input type="checkbox"/> | <b>NO</b><br><br><input type="checkbox"/> |

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:

- |  |  |   |
|--|--|---|
| (a) directly or indirectly, had a business relationship with the City?   | <b>YES</b><br><br><input type="checkbox"/> | <b>NO</b><br><br><input type="checkbox"/> |
| (b) directly or indirectly, received revenues from the City?   | <b>YES</b><br><br><input type="checkbox"/> | <b>NO</b><br><br><input type="checkbox"/> |
| (c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? | <b>YES</b><br><br><input type="checkbox"/> | <b>NO</b><br><br><input type="checkbox"/> |

8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?

<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
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9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?

<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
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10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years? **YES**  **NO**

11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government? **YES**  **NO**

12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding? **YES**  **NO**

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below *[Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]*:

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee. **YES**  **NO**

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe: **YES**  **NO**

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## D. REPRESENTATIONS

**Anti-Lobbying Provision.** All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

**Certification of Independent Price Determination/Non-Collusion.** Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

"I certify that this bid proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent/Offeror."

**Certify Satisfaction of all Underlying Obligations. (If Applicable)** If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

**Confidentiality.** Details of the proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all proposals and information submitted therein may become subject to public inspection following award of the contract. Each respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its proposal. However, the respondent may be required to submit such required information before further consideration.

**Equal Employment Opportunity (EEO) Provision.** All bidders or offerors will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

- b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

- d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
  
- e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
  
- f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.
  
- g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
  
- h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
  - (1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;
  - (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor

demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;

- (3) Cancellation of the public contract;
- (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

**Prohibition on Kickbacks or Gratuities/Non-Gratuity.** The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

- a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

**Declaration**

Under penalty of perjury, I declare that I have examined this Contractor Disclosure Form and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

*Sign here if you are an individual:*

**Printed Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**Subscribed and sworn to or affirmed by** \_\_\_\_\_ **(name) this** \_\_\_\_ **day of**  
\_\_\_\_\_, **20**\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

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*Sign here if you are an authorized representative of a responding entity or partnership:*

**Printed Name of Entity or Partnership:** \_\_\_\_\_

**Signature of authorized representative:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_, **20**\_\_

**Subscribed and sworn to or affirmed by** \_\_\_\_\_ **(name), as the**  
\_\_\_\_\_  
**(title) of** \_\_\_\_\_ **(entity or partnership name) this** \_\_\_\_  
**day of** \_\_\_\_\_, **20**\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

