



Fulton County, GA

# Department of Purchasing & Contract Compliance

May 24, 2013

**Re: 13RFP001B-BR  
South Fulton Tennis Center**

Dear bidders:

Attached is one (1) copy of Addendum 2, hereby made a part of the above referenced proposal(RFP).

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

Sincerely,

Brian Richmond  
Assistant Purchasing Agent

Winner 2000 - 2009 Achievement of Excellence in  
Procurement Award • National Purchasing Institute



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This Addendum forms a part of the contract documents, it answers questions asked by interested vendors and makes some changes to the specifications:

1. **The due date has been extended to Tuesday, June 4, 2013 11:00 AM.**
2. **Question:** Is the Bid binding?  
**Answer:** The winner of the bid will enter into a contract with the County. The contract is binding.
3. **Question:** Is the county responsible for paying utilities?  
**Answer:** Yes.
4. **Question:** Does the county prefer a percentage of the gross sales or a flat rent?  
**Answer:** A percentage of the Gross sales.
5. **Question:** How many ALTA/USTA teams play out of the center? Will the new firm have access to names of captains, players etc. to try to get them back.  
**Answer:** Currently there are no ALTA teams playing out of the SFTC. We are hopeful that the newly renovated facility will attract significant ALTA team interest. We have received some inquiries from ALTA teams as to when the facility will be available. We would share any information about ALTA team interest with the selected vendor.
6. **Question:** What are the current court fees and lesson prices? Is this negotiable in our bid proposal?  
**Answer:** Court Fees are negotiable.
7. **Question:** Are the hours of operation negotiable or does the managing firm have to keep former hours?  
**Answer:** Negotiable with County approval.
8. **Question:** Who will be responsible for keeping up with maintenance and grass?  
**Answer:** Fulton County.

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9. The following are items found in the section that describes the responsibilities of the offer:

**Question:** 3.5A reads "Routine maintenance of tennis courts, with regular cleaning and sweeping of the same".

We would like clarification for the provider of the equipment for clay courts because clay courts require watering, sweeping and other special grooming equipment. Estimated equipment cost is \$8,000 and up.

**Answer:** The County will provide basic equipment necessary to maintain the clay courts (roller, water source, and sweepers).

**Question:** 3.5A reads "Repairing and replacing any nets as required in order to maintain tennis courts in good playing condition"

We would like clarification on if the offeror is responsible for purchasing nets.

**Answer:** Yes, the offeror must provide nets as needed.

**Question:** 3.7D reads "Contractors shall, at their expense, keep and maintain the premises, all buildings, structure, improvements, fixtures, trade fixtures, equipment and utility systems in good, operating usable and sanitary order and repair and in a good, safe and first-class condition".

We would like a detailed description on the specific responsibilities of the county versus the provider.

**Answer:** Provider responsibilities are as described in the bid document. It is a County owned facility and as such the County is responsible for maintenance of the facility as it relates to repairs, general maintenance items, landscaping, other facility improvements, and utilities. The provider is expected to "keep and maintain" the facility in the condition they receive it including any on-going improvements, as part of their day to day management of the facility.

**Question:** 3.7D reads "Contractor shall be responsible for refuse, telephone, and all utility expenses".

We would like clarification on which utilities expenses the contractor is responsible for. Is the contractor responsible for indoor and/or outdoor lights, air conditioning, etc.

**Answer:** The contractor is responsible for the collection of refuse into appropriate containers. The County will provide dumpster service. The County pays standard utility expenses (electricity, water, sewage). The provider is responsible for providing their own phone system.

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**Question:** 3.7D reads "Contractor shall maintain landscaping in and around complex, including turf area, planters and trees"

We would like clarification on county's responsibility versus the contractor's.

**Answer:** It is a County owned facility and as such the County is responsible for the landscaping (including turf area, planters and trees), regular lawn maintenance, and seasonal landscaping maintenance. The provider is expected to "keep and maintain" the landscaping in the condition they receive it including any on-going improvements, as part of their day to day management of the facility.

**Question:** 2.4B Renewal Terms

Peterson School of Tennis would like interpretation on the length of term considering that the outdoor tennis peak season is March to September and tennis associations grow and build by having stable coaches in a place for a certain amount of time. Intentional turn over by short contract terms may interrupt that stability and in turn slow revenue.

**Answer:** The initial contract will expire on December 31<sup>st</sup> of the initial year it is executed. There will be two one year renewal options. The County would like to see stability of the tennis programming at the facility as circumstances allow.

**10. Under SECTION 3 PROPOSAL REQUIREMENTS, please replace Section 5 - Proposer Financial Information with the following:**

It is the policy of the County to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work.

If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.

The following documentation is required in order for the County to evaluate financial responsibility:

- (1) Provide your firm's most recent balance sheets.
- (2) Provide your firm's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- (3) Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution.
- (4) Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized.

ACKNOWLEDGEMENT OF ADDENDUM NO. 2

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time of Tuesday, June 4, 2013, **11:00 A.M.**

This is to acknowledge receipt of Addendum No. 2, \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Legal Name of Proposer

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

\_\_\_\_\_  
Title