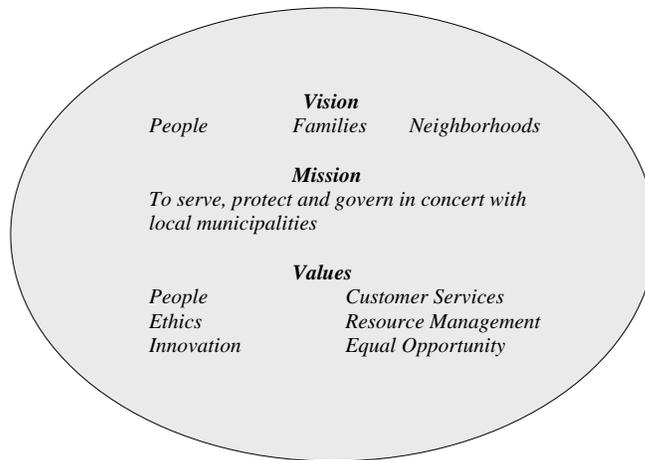




FULTON COUNTY



REQUEST FOR PROPOSAL NO. 09RFP01120K-DJ

**Operation & Maintenance Services for
Fulton County Wastewater Facilities & Pump Stations
For**

DEPARTMENT OF PUBLIC WORKS

RFP DUE DATE AND TIME: Monday, May 18, 2009 at 11:00 A.M.
PRE-PROPOSAL CONFERENCE: Monday, March 30, 2009 at 11:30 A.M.
RFP ISSUANCE DATE: Friday, March 13, 2009
PURCHASING CONTACT: (404) 612 - 4213
E-MAIL: donna.jenkins@fultoncountyga.gov

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

INDEX

SECTIONS 1-8

Section/Page

1.0	INTRODUCTION	1-1
1.1	Purpose	1-1
1.2	Project Description.....	1-1
1.3	County Objectives.....	1-6
1.4	Purchasing the RFP.....	1-10
1.5	Pre-Proposal Conference	1-11
1.6	Delivery Requirements.....	1-11
1.7	Proposal Due Date	1-11
1.8	Contact Person and Inquiries.....	1-12
2.0	INSTRUCTIONS TO PROPOSERS	2-1
2.1	Procurement Process	2-1
2.2	Contract/Definitions	2-1
2.3	No Contact During Procurement Process	2-16
2.4	Clarification & Addenda	2-17
2.5	Term of Contract.....	2-18
2.6	Required Submittals	2-18
2.7	Proposal Evaluation.....	2-18
2.8	Disqualification of Proposers	2-19
2.9	Reserved Rights	2-19
2.10	Applicable Laws.....	2-19
2.11	Minimum Participation Requirements for Prime Operators.....	2-19
2.12	Insurance and Risk Management Provisions.....	2-20
2.13	Accuracy of RFP and Related Documents.....	2-20
2.14	Responsibility of Proposer	2-20
2.15	Confidential Information	2-20
2.16	County Rights and Options.....	2-21
2.17	Cost of Proposal Preparation and Selection Process	2-23
2.18	Termination of Negotiation.....	2-23
2.19	Wage Clause.....	2-23
	2.20 Additional or Supplemental Information	2-23
	2.21 Reporting Responsibilities.....	2.24
2.22	Georgia Security and Immigration Compliance Act	2-24
3.0	PROPOSAL REQUIREMENTS	3-1
3.1	Submission Requirements	3-1
	3.1.1 Proposal Submission Date and Submittal Format.....	3-1
	3.1.2 Number of Copies	3-2
3.2	Overview of Proposal Requirements	3-2
3.3	Scope of Work	3-2
3.4	Technical Proposal Format and Content.....	3-21
3.5	Cost Proposal Format and Content	3-27

4.0	EVALUATION CRITERIA	4-1
4.1	Proposal Evaluation Criteria	4-1
5.0	PROPOSAL FORMS	5-1
5.1	Introduction	5-1
5.2	Proposal Forms	
5.2.1	Form A - Certification Regarding Debarment	
5.2.2	Form B - Non-Collusion Affidavit of Bidder/ Offeror	
5.2.3	Form C - Certificate of Acceptance of Request for Proposal Requirements	
5.2.4	Form D - Disclosure Form and Questionnaire	
5.2.5	Form E - Declaration of Employee-Number Categories	
5.2.6	Form F – Georgia Security and Immigration Operator Affidavit and Agreement	
5.2.7	Form G – Georgia Security and Immigration SubContractor Affidavit	

6.0 CONTRACT COMPLIANCE REQUIREMENTS

6.1	Non-Discrimination in Contracting and Procurement
6.2	Required Forms and EBO Plan
6.2.1	Exhibit A - Promise of Non-Discrimination
6.2.2	Exhibit B – Employment Report
6.2.3	Exhibit C – Schedule of Intended SubContractors
6.2.4	Exhibit D – Letter of Intent to Perform as a SubContractor or Provide Materials or Service
6.2.5	Exhibit E – Declaration Regarding Subcontracting Practices
6.2.6	Exhibit F – Joint Venture Affidavit
6.2.7	Exhibit G – Prime Operator/SubContractor Utilization Report

7.0 INSURANCE AND RISK MANAGEMENT PROVISIONS

8.0 CONTRACT

9.0 EXHIBITS

Exhibit 1	Required Submittal Check List
Exhibit 2	Performance Guarantees
Exhibit 3	Operation and Maintenance Standards
Exhibit 4	Facilities Plans
Exhibit 5	Sampling and Testing Standards
Exhibit 6	Exit Transition Plan
Exhibit 7	Septage Handling Protocol
Exhibit 8	Municipal/Industrial Pretreatment Program
Exhibit 9	Price Proposal Forms
Exhibit 10	Job Specifications
Exhibit 11	Equipment and Chemical Inventory

-
- Exhibit 12 Building, Ground Maintenance and Painting
 - Exhibit13 NPDES Permits, Storm Water Permits, Sewer Use Ordinance,
Fulton County Business plan, Last 12 months energy
consumptions, Minimum Equipment standards on CD
 - Exhibit 14 Public Education and Community Out Reach Plan
 - Exhibit 15 Minimum Financial Criteria

SECTION 1 INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia (“County”) is soliciting proposals from qualified firms to provide complete operation and maintenance for Fulton County facilities consisting of Water Reclamation Facilities (WRF) and Pumping Stations serving North Fulton County. Services will be twenty four (24) hours per day, seven (7) days per week, and fifty two (52) weeks per year.

Through the issuance of this Request for Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Operators for the Operations and Maintenance Services for Fulton County Wastewater Facilities & Pump Stations.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 5.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 4.0. Based on the results of the evaluation, the County will award the **Operation and Maintenance Services for Fulton County Wastewater Facilities & Pump Stations Contract**, to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT

The list below provides a summary of the Managed Assets. It is not intended to describe all the elements that comprise the Managed Assets.

- Big Creek WRF
- Johns Creek WRF & Johns Creek Environmental Campus (JCEC)
- Little River WRF & Settingdown Creek (LAS)
- 30 Pump Stations & One Grinder Station – see list in Section 1.24

Managed Assets:

1.2.1 BIG CREEK WRF

The Big Creek WRF is located at 1030 Marietta Highway, in the City of Roswell, in North Fulton County west of the Chattahoochee River in the Big Creek Basin of Fulton County. The Big Creek WRF serves the largest service area and largest total flow of treatment facilities in North Fulton County. The service area is approximately 70 square miles and includes Roswell, Alpharetta, and areas of Cobb, Fulton, DeKalb Counties and portion of Milton. The Big Creek WRF was originally constructed at its current location in 1969 with a treatment capacity of 0.75 MGD. Several upgrades and expansions have been completed on the facility to its current permitted treatment capacity of 24 Million Gallons per Day (MGD).

The facility was upgraded in 1991 to 24MGD through the construction and addition of new headworks; influent screening and degritting; aeration chambers; secondary clarifiers; activated sludge handling and dewatering; sand filtration; and UV disinfection. The UV System was upgraded in 2006. Fulton County is proceeding with plans to upgrade and expand the Big Creek WRF from 24 to 38 MGD to meet the projected wastewater treatment demands.

Treated wastewater from the Big Creek WRF is discharged to the Chattahoochee River. The Big Creek WRF discharge is located 2.4 miles upstream from the Morgan Falls Dam. Dewatered sludge is disposed offsite to landfill by the Operator Operator.

1.2.2 JOHNS CREEK WRF

The Johns Creek WRF is located at 8100 Riverbirch Drive in Roswell. The plant was originally constructed in 1980 with an average daily design capacity of 5 MGD. The plant was expanded in 1992 to a permitted discharged capacity of 7 MGD through the addition of two package treatment units (1MGD each). The plant currently serves approximately 33 square miles of the service area in North Fulton including City of Johns Creek and portion of Roswell, Sandy Springs and DeKalb County.

Wastewater is screened via mechanical screens prior to entering the influent wet well at Johns Creek pump station. Wastewater from the pump station wet well is pumped to the grit removal chambers. Grit is removed from the grit chamber by mechanical bucket and transported to dumpsters by a conveyor. Following the grit chamber, the wastewater flow is split between the main plant aeration basins and the two package treatment plants. Lime can be added to either flow for pH control. Flow to the package plants is controlled via a weir gate located downstream of the grit chambers. An odor control system is provided for the grit chamber and influent bar screens areas.

Wastewater flows by gravity from the grit chamber to three aeration basins. These basins have been modified to allow flow in series between basins. All basins are provided with fine bubble membrane diffusers. The mixed liquor from the basins flow to two square secondary clarifiers, located downstream of the

aeration basins. Settled sludge from secondary clarifiers is removed by Return Activated Sludge pumps & returned to the aeration basins, and wasted to aerobic digesters. Effluent from the clarifiers flows to two traveling bridge-sand filters and to chlorine contact chambers. Treated effluent from the package Plants is recombined at the chlorine contact chambers for combined disinfection. There are two effluent pumps located downstream of the re-aeration structure to pump effluent to the Chattahoochee River when the river level is high. The plant discharges to the Chattahoochee River downstream of the confluence of Johns Creek and Chattahoochee River. Chemical phosphorus removal is currently utilized at the Johns Creek WRF to ensure permit compliance. Sodium hypochlorite is used for disinfection.

Waste activated sludge from the clarifiers is pumped to coarse air bubble aerobic digesters. Digested sludge is then pumped to a 4,000-gallon sludge storage tank prior to dewatering by belt filter press. Two dissolved air floatation units are present between the aerobic digesters and the filter press; these units, however, are abandoned. A packaged polymer blending and injection system is used to condition the sludge as it is fed to the belt filter press.

Dewatered sludge is disposed offsite to landfill by the Operator Operator.

1.2.2.1 JOHNS CREEK ENVIRONMENT CAMPUS (JCEC)

The new 15 MGD Johns Creek Environment Campus (JCEC) is under construction at 8100 Holcomb Bridge Road, Alpharetta, GA 30022. This facility will use Membrane Bio Reactors (MBR) to treat wastewater to reuse standards. Once JCEC is operational, the Johns Creek WRF will begin operational decommissioning and dispose of all residuals from the facility. Fulton County anticipates acceptance of JCEC in November 2009. The successful proposer shall be required to commence services pursuant to agreement by October 1, 2009 at JCEC only. This 30 days transition period is designed to familiarize Operator with the facility to ensure smooth and uninterrupted transition from Design/Build Operator. Full O & M should then commence in late November 2009.

Proposers are required to provide cost proposals for the JCEC transition period, which is anticipated to begin November 2009 until May 31, 2010. Fulton County anticipates awarding contract services initially for the transition period only with award of entire scope of work for the managed Assets to be awarded effective June 1, 2010. Johns Creek Environmental Campus(JCEC) has JCEC Influent Pump Station onsite and it is part of JCEC. The successful Operator needs to provide an initial transition plan to demonstrate how the Operator intends to ensure a smooth and uninterrupted transition from the Design/Build Operator to Operators' team.

1.2.3 LITTLE RIVER WRF

The Little River WRF is located at 1915 Cox Road in Woodstock, GA in neighboring Cherokee County. The plant serves Mountain Park and nearby communities in North Fulton and part of Cherokee County. The plant property is located at the confluence of Rocky Creek and Little River and is surrounded by a golf course, pasture land, and residential areas. The plant serves a portion of Milton and Roswell service area in North Fulton and discharges to the Little River.

Wastewater from the collection system passes through a Parshall flume and is pumped from the influent pump station to a mechanical bar screen. The pump station contains 3 pumps with a combined maximum capacity of approximately 3 MGD. Downstream of the bar screen, wastewater splits between 2 biological treatment trains. Each train consists of a fermentation zone, 2 anoxic zones and an aerobic zone arranged in series. These zones provide for BOD, phosphorus, and nitrogen removal. (A process flow diagram is enclosed in this section). After secondary clarifiers flow enters into sand filters and UV channels for disinfection. The effluent is discharged to Little River creek.

The Little River Land Application System (LAS) began operation in April 1995 and consists of effluent pumping, chlorine injection and delivery to the plant property line for use by an off-site user. The LAS is permitted to discharge up to 200,000 gallons per day (GPD). The plant is permitted for 1 MGD.

1.2.4 PUMP STATIONS

There are 30 existing North Fulton Pump Stations and one Channel Grinder Station. The locations of these pump stations are as follows:

NORTH FULTON MANAGED ASSESTS PUMP STATIONS

1	Amersee Lakes Pump Station	9100 Etching Overlook, Duluth
2	Ball Mill Creek	1500 Riverside Road, Roswell
3	Blessed Trinity	11340 Woodstock Road, Roswell
4	Cameron Glenn	5775 Northside Drive, Atlanta
5	Chattahoochee III	6000 State Bridge Road, Duluth
6	Cobb Willeo	1030 Marietta Highway, Roswell
7	Crooked Creek	14212 Morning Mountain Way
8	Game Creek	6600 Powers Ferry Road, Atlanta
9	Hopewell Road Pump Stations (4)	13215 Hopewell Road, Alpharetta
10	Johns Creek PS & Diversion Station	8100 Riverbirch Drive, Roswell
11	Johnson Ferry Parks	1125 Johnson Ferry Road, Atlanta
12	Lake Charles	Ramsdale Drive, Roswell
13	Little River INF Pump Station	2415 Cox Road, Woodstock, Georgia 30188

14	Long Island	4434 Whitewater Creek Road, Atlanta
15	Marsh Creek	6500 Old Riverside Drive, Atlanta
16	Morgan Falls	0 Morgan Falls Road, Dunwoody, Georgia 30350
17	Northeast Creek	0 Nesbitt Ferry Road, Dunwoody, Georgia 30338
18	Old Alabama Road	4185 Old Alabama Road, Alpharetta, GA
19	Pine Bloom	770 Vista Bluff Drive, Duluth, Georgia 30096
20	River Bluff	7200 Chattahoochee Bluff Drive, Dunwoody, GA
21	River Chase	0 Ferry Landing, Atlanta, Georgia 30326
22	Riverside Drive	140 River North Lane, Atlanta, GA
23	Riverside Road Pump Station	575 Riverside Road, Roswell, GA 30075
24	Sullivan Creek # 1	0 Grogan Ferry Road, NE, Dunwoody, GA 30350
25	Sullivan Creek # 2	147 Grogan's Landing, Dunwoody, Georgia 30350
26	Sullivan Creek # 3	2700 Harbor Pointe Parkway, Dunwoody, GA
27	Sullivan Creek # 4	2300 Spring Creek Lane, Dunwoody, GA 30350
28	Willeo Road	9000 Willeo Road, Roswell, GA
29	Windward Village	2738 Webb Road, Alpharetta, GA
30	JCEC Influent Pump Station	8100 Holcomb Bridge Road, Roswell, GA
*31	Hospital Grinder Station	920 West Kingston Court, Alpharetta, GA

* This is a Grinder Station that has 1 channel grinder.

1.2.5 Operator shall be required to assume full responsibility for the safe and efficient operation and maintenance of the facilities in compliance with all applicable Federal and State Laws and County rules and regulations. Accordingly, the Operator shall assume all responsibilities and liabilities associated with operating and maintaining the facilities, to ensure reliability of operations, and to maintain the value of the County's investment in facilities and equipment. The Operator shall provide all labor, materials, supplies, utilities, chemicals, fuel, vehicles, services, administration, reporting, monitoring, and other necessary items or services.

1.2.6 Copies of all facilities' National Pollutant Discharge Elimination System (NPDES) permits, 3 years plant data and one year Power Consumption data are included in **CD Attached in Exhibit 13 – NPDES Permits, Storm Water Permits, Sewer Use Ordinance, Fulton County Business plan, Last 12 months energy consumptions, Minimum Equipment standards.**

1.2.7 Fulton County will retain responsibility for the operation and maintenance of the

wastewater collection system except pump stations and force main from JCEC Pump Station to headwork

1.3 COUNTY OBJECTIVES

Fulton County will select the Operator that it believes is best qualified to further the County's objective and to meet the County's procurement requirements. In issuing this RFP, the County seeks to accomplish certain operational and managerial objectives. Generally, the objective of this procurement is to provide the County with cost effective and reliable wastewater system operations and maintenance management services.

1.3.1 Operation Objectives

The Operator shall be required to provide reliable uninterrupted, economical operation of the managed assets to ensure the continuous operations of facilities and systems meeting all applicable Federal & State Laws and County Performance Standards pursuant to Exhibit 3.

Regulatory Requirements- The Operator shall meet the following regulatory requirements and any subsequent modifications:

1. NPDES permit for each wastewater treatment facility.
2. Storm Water Permits and Pollution Prevention Plans for each facility.
3. Sludge Disposal Regulations (State and Federal).
4. Georgia EPD's policy of zero tolerance for Sanitary Sewer Overflows.

Pump Stations- The Operator shall operate and maintain the specified collection system pump stations so as to avoid hydraulic overloads which may cause discharges from the collection system.

1.3.2 Maintenance Objectives

The Operator shall be required to maintain the plants, equipment and pump stations in a manner that preserves the managed assets and ensures the reliability and efficiency of the facilities and systems. All building, structures, property, and equipment shall be maintained in accordance with standards pursuant to Maintenance Requirements identified in Exhibit 3. Existing levels of redundancy must be maintained for each facility. The Operator will undertake upgrading, repair and replacement projects as recommended by the Operator and authorized by the County.

The Operator shall implement DataStream, 7i or County approved version of upgrade computerized maintenance management system (CMMS) for the treatment plants, pump stations and the managed assets which at minimum provides:

1. Predictive, preventive and corrective maintenance scheduling and

-
- tracking;
 2. Accounting system for all managed assets activities.
 3. Identification of potential problem areas;
 4. Information to support facility and operational planning;
 5. Equipment performance monitoring; and
 6. Status reports for management and contract compliance monitoring including equipment availability.
 7. Track cost, life cycle and forecast repair v/s replacement.

1.3.3 Planning Objectives.

Fulton County will maintain responsibility for long and short term planning. The Operator shall be required to provide information to the County on a regular basis to support both long and short term planning in the areas noted below. The County retains sole discretion on whether to implement any recommendation made by the Operator, as may be required below.

1. **Capital Improvements.** The Operator shall be required to provide information and recommendation for capital improvements to increase operating efficiency, improve quality of service and extend the useful life of assets. The Operator shall also be required to provide operating information to support updates and revisions to the County's planning efforts. Submission of recommendations for capital improvements must be made by July 1 for the subsequent calendar year, unless directed otherwise by the County.
2. **Maintenance.** The Operator shall be required to provide information and make recommendations to support the development of a long-term maintenance plan for the wastewater treatment facilities and pump stations. This will include the identification of cost-effective maintenance projects over a long-term (greater than five years) time horizon, preventive maintenance program scheduling recommendations and cost estimates to support capital improvement financing plans. The Operator shall submit a long-term maintenance plan within 1 year of Contract and on July 1 for subsequent years.
3. **Policy/Regulatory Issues.** The Operator shall be required to evaluate proposed or actual regulatory changes from an operation standpoint to determine their effect on treatment plant operations and on the County's policies and procedures. Based upon operational experience, the Operator shall be required to provide informational analysis to support County efforts to establish or challenge the appropriateness of permit limitations.

1.3.4 Training Objectives

The Operator shall be required to develop and implement a program for employee training to improve their operation and maintenance skills. Skills must be upgraded as necessary to allow employees to participate fully in the implementation of new technologies, cost containment programs and efficiency initiatives. Operators are required to include a discussion of their proposed training program, including implementation schedule as part of their submittal. The County desires that training courses which have been certified by the State Board of Examiners for recertification points be provided by the Operator on a regular basis.

1.3.5 Safety Objectives

The Operator shall be required to develop a safety and security plan within 30 days after the commencement date. Any and all persons entering the Managed Assets shall be identified and provide appropriate documentation of authorization for access to the Managed Assets. The Operator shall be responsible for providing the appropriate procedures to maintain a log of all persons accessing the Managed Assets.

The Operator shall address in the following items:

- Safety goals, standards, and guidelines;
- Operator's approach to securing the Plants and Pumping Stations; Safety training program; and Safety Procedures.

Safety: The Operator shall maintain the safety of the Managed Assets at a level consistent with the Contract Standards. Without limiting the foregoing, the Operator shall: (1) take all reasonable precautions for the safety of, and provide all reasonable protection to prevent damage, injury or loss by reason of or related to the operation of the Managed Assets to, (a) all employees working at the Managed Assets and all other persons who may be involved with the operation, maintenance, repair and replacement of the Managed Assets, (b) all visitors to the Managed Assets, (c) all materials and equipment under the care, custody or control of the Operator on the Site, (d) other property constituting part of the Managed Assets, and (e) County Property; (2) establish and enforce all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations; (3) give all notices and comply with all Applicable Law relating to the safety of persons or property or their protection from damage, injury or loss; (4) designate a qualified and responsible employee at the Managed Assets whose duty shall be the supervision of plant safety, the prevention of fires and accidents and the coordination of such activities as shall be necessary with Federal, State and County officials; (5) operate all equipment in a manner consistent with the manufacturer's safety recommendations; (6) provide for safe and orderly vehicular movements; and (7) develop and carry out a Site-specific safety program, including employee training and periodic inspections, designed to implement the requirements of this Section.

OSHA: The Operator shall maintain the Managed Assets in compliance with the Occupational Safety and Health Act as in effect on the Contract Date at the cost and expense of the Operator.

Security: The Operator shall be responsible for the security of the Managed Assets. The Operator shall guard against and be responsible for all damage or injury to such properties caused by trespass, negligence, vandalism, theft or malicious mischief of third parties, and shall provide for safe and orderly vehicular movement.

The Operator shall give immediate notice of losses, take timely steps to mitigate extent of damages, i.e. preserve undamaged property, emergency measures; and present to Fulton County an estimated damage repair costs within 30 days.

1.3.6 Community Relations

The Operator shall develop and submit a community outreach program within 90 days of contract commencement date. The principal components of the public education and community outreach efforts shall include:

- **Communications Tools.** A variety of public information and education tools will be developed including existing neighborhood newsletters, fact sheets, press releases, brochures, Fulton County web-site link, and the Fulton County Cable access.
- **School Program.** The Operator will present information to local schools on wastewater. Programs such as this have been implemented at other projects and are rewarding for both the Operator and the students involved.
- **Public Information Display.** The Operator will install a public information display at the facility. The displays will be filled with educational & environmental materials and plant-specific information such as brochures, fact sheets, site maps, and process schematics.
- **Plant Tours.** Tours will be offered for school, community, and professional groups. The tours are designed to increase awareness of the value and importance of water and wastewater treatment by allowing these groups to witness the process first-hand.
- **Speakers Bureau.** A Speaker's bureau for public meetings or school career days will be established. Presentations will be tailored to suit the individual interests of each group.
- **Media Relations Program.** A media relations package will include strategic announcements positioned to effectively communicate in a proactive, open and responsible manner. All levels of media will be included in the plan, particularly those at the community level. All media announcements will be pre-qualified with Fulton County.

1.4 Purchasing the RFP

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under “Bid Opportunities”.

All other questions should be addressed to contact person identified in section 1.9 of this RFP.

1.5 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Monday, March 30, 2009 at 11:30 A.M.** in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP; however Operators are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.6 FACILITIES TOUR

A non-mandatory tour of the Water Reclamation Facilities will be held on Tuesday, April 7, 2009 and Wednesday, April 8, 2009 between the hours of 10:00am – 4:00pm and tours of the Pump Stations will be held Thursday, April 9, 2009 and Friday, April 10, 2009 between the hours of 10:00am - 4:00pm. All site visits will be scheduled through the Public Works Department, contact person:

OP Shukla
Direct: 404-245-9699
Main: 404-612-0225
Email: op.shukla@fultoncountyga.gov

1.7 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, and 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Monday, May 18, 2009 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Operator. The proposal due date can be changed only by addendum.

1.8 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Operator to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the Operator shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.9 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person

DONNA JENKINS, CPPO
Interim Chief Assistant Purchasing Agent

130 PEACHTREE ST.,S.W., SUITE 1168
ATLANTA, GEORGIA 30303-3459

DIRECT: 404 612 4213

MAIN: 404 612 5800

FAX: 404 335 5807

EMAIL: donna.jenkins@fultoncountyga.gov

Any response made by the County will be provided in writing to all Operators by addendum. No verbal responses shall be authoritative.

INSTRUCTIONS TO OPERATORS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Operator or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Acceptable Septage” means Septage that (1) does not contain grease trap material, and (2) has a pH not lower than 4 and not higher than 12.

Addendum - Revision to the RFP Documents issued by the County prior to the receipt of Proposals.

Adjustment Factor – Defined in **Contract**, Section 62.2 (F).

Affiliate - any person, corporation or other entity directly or indirectly controlling or controlled by another person, corporation or other entity or under direct or indirect common control with such person, corporation or other entity.

Agreement - refers to the executed contract between County and Operator.

Appendix - any of the Appendices attached to this Request For Proposals (RFP).

Applicable Law - (1) any federal, state or local law, code or regulation; (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule or other order of any Governmental Body having appropriate jurisdiction; (3) any established interpretation of law or regulation utilized by an appropriate Governmental Body if such interpretation is documented by such Governmental Body and generally applicable; (4) any Governmental Approval; and (5) any consent order or decree, settlement agreement or other similar agreement between the County and the EPD or EPA, in each case having the force of law and applicable from time to time: (a) to the construction, equipping, financing, ownership, possession, start up, testing, operation, maintenance, repair, replacement or management of municipal wastewater treatment systems, including the Managed Assets; (b) to the conveyance, treatment, storage or discharge of the Influent thereto or the Effluent thereof; (c) to the air and odor emissions therefrom; or (d) to the transfer,

handling, processing, transportation or disposal of sludge and other residuals produced thereby. Applicable Law shall be deemed not to include the Excluded Conditions.

Bankruptcy Code means the United States Bankruptcy Code (11 U.S.C. §101, *et seq.*), as amended from time to time and any successor statute thereto. "Bankruptcy Code" shall also include any similar State law relating to bankruptcy, insolvency, the rights and remedies of creditors, the appointment of receivers or the liquidation of companies and estates that are unable to pay their debts when due.

"Billing Period" means each calendar month, except that (1) the first Billing Period shall begin on the Commencement Date and shall continue to the last day of the month in which the Commencement Date occurs and (2) the last Billing Period shall end on the last day of the Term of this Service Contract. Any computation made on the basis of a Billing Period shall be adjusted on a pro rata basis to take into account any Billing Period of less than the actual number of days in the month to which such Billing Period relates.

Billing Period - each calendar month, except that (1) the first Billing Period shall begin on the Commencement Date and shall continue to the last day of the month in which the Commencement Date occurs and (2) the last Billing Period shall end on the last day of the Term of this Service Contract. Any computation made on the basis of a Billing Period shall be adjusted on a pro rata basis to take into account any Billing Period of less than the actual number of days in the month to which such Billing Period relates.

BOC - The Board of Commissioners legislates and administers County government within the limits of its authority granted. Fulton County Government consists of six members of Board of Commissioners and a Chairman.

Capital Modification - any material change, alteration, improvement, upgrade or modification of any of the Managed Assets, or any installation of new equipment or systems, including any of the foregoing that results from a replacement of any of the Managed Assets or the installation of new equipment, machinery, systems or other property at the Managed Assets.

CERCLA - the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.*, and the applicable regulations promulgated thereunder, each as amended or superseded from time to time.

Change in Law - any of the following acts, events or circumstances to the extent that compliance therewith materially increases the cost of performing, or materially increases the scope, of a party's obligations hereunder:

- (a) the adoption, amendment, promulgation, issuance, modification, repeal or written change in administrative or judicial interpretation of

any Applicable Law on or after the Contract Date, unless such Applicable Law was on or prior to the Contract Date duly proposed and published in the Federal Register or was adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any Governmental Body;

- (b) the order or judgment of any Governmental Body issued on or after the Contract Date (unless such order or judgment is issued to enforce compliance with Applicable Law which was effective as of the Contract Date) to the extent such order or judgment is not the result of willful or negligent action, breach of this Service Contract, violation of law, illegal act, error or omission or lack of reasonable diligence of the Operator or of the County, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence;

It is specifically understood, however, that none of the following shall constitute a "Change in Law":

- (i) a change in the nature or severity of the actions typically taken by a Governmental Body to enforce compliance with Applicable Law which was effective as of the Contract Date;
- (ii) all matters directly relating to obtaining and maintaining EPA, EPD or local Governmental Approvals of the design, construction and operation of the Design/Build Improvements, including any delay, non-issuance or imposition of terms and conditions upon the issuance or renewal of any Governmental Approval necessary in connection therewith, or the entry of an amended or replacement administrative order relating thereto;
- (iii) any Non-Georgia Sludge Disposal-Related Change in Law;
- (iv) any action by a Governmental Body or any other event that affects generally applicable working conditions or standards that is not specific to the wastewater treatment industry or to the Managed Assets, and that does not require a Capital Modification in order to effectuate compliance therewith; and
- (v) any action by a Governmental Body relating to sales or use taxes including the imposition or increase in any such taxes.

In addition, any change in Applicable Law regarding the frequency or timing of testing of Influent or Effluent may constitute a Change in Law for purposes of the recovery of increased costs of such testing, but shall not constitute a Change in Law with respect to the Operator's obligations to comply with Applicable Law or to meet any obligation under this Agreement.

Change Order - a written order approved by the County and signed by the County's Contract Representative authorizing and approving a Capital Modification or any other change to the Contract Services which the Operator is permitted to undertake pursuant to Applicable Law.

Contract Administrator has the meaning specified in Section 50.15.

Clean Water Act - the Clean Water Act (formally referred to as the Federal Water Pollution Control Act), 33 U.S.C. §1251 et seq., and applicable regulations promulgated thereunder, each as amended from time to time.

Commencement Date - the first date on which all of the Commencement Date Conditions shall be satisfied or waived, as agreed to in writing by the parties.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

Contract Date - the date this Service Contract is executed and delivered by the parties hereto.

Contract Representative - in the case of the Operator, the individual specified in writing from time to time by the Operator as the representative of the Operator for all purposes of this Service Contract and, in the case of the County, the Assistant Director of Public Works or such other representative as shall be designated in writing from time to time by the County.

Contract Services - the Management Services.

Contract Standards - the terms, conditions, methods, techniques, requirements, practices and standards imposed or required during the Term by: (1) Applicable Law; (2) the NPDES Permits; (3) the Minimum Technical Requirements; (4) the Performance Guarantees; (5) Good Engineering and Construction Practice; (6) Good Industry Practice; (7) the Operation and Maintenance Manual; (8) applicable equipment manufacturers specifications; (9) applicable Insurance Requirements; and (10) any other standard, term, condition, method, technique, practice or requirement specifically provided in this Service Contract to be observed by the Operator.

Contract Year - the County's fiscal year commencing on January 1 in any year and ending on December 31 of that year; provided, however, that the first Contract Year shall commence on the Commencement Date and shall end on the following December 31, and the last Contract Year shall commence on January 1 prior to the date this Service Contract expires or is terminated, whichever is applicable, and shall end on the last day of the Term of this Service Contract or the effective date of any termination, whichever is applicable. Any computation made on the basis of a Contract Year shall be adjusted on a pro rata basis to take into account any Contract Year of less than 365/366 days.

Operator - Any firm, partnership, corporation, joint venture, LLC or any combination thereof that enters into a contractual Agreement with the County. This excludes SubContractors/Sub-consultants. It is same as **Operator**.

Operator Fault - any breach (including the untruth or breach of any Operator representation or warranty herein set forth), failure, nonperformance or noncompliance by the Operator with respect to its obligations under this Service Contract to the extent not directly attributable to any Uncontrollable Circumstance or County Fault, and which materially and adversely affects the County's rights, obligations or ability to perform under this Service Contract.

Consumables - fuel oil, diesel fuel, liquid chlorine, liquid sulfur dioxide, liquid de-foamer, quick lime, lubricants, polymers, office supplies and other chemicals, fuels, materials, supplies and similar consumables used in connection with the operation of the Managed Assets.

Consumer Price Index or "CPI" - the final reported non-seasonably adjusted Consumer Price Index as reported by the U.S. Department of Labor, Bureau of Labor Statistics, for All Urban Consumers, for the Atlanta, Georgia Metropolitan Area.

County - the County of Fulton, Georgia, a political subdivision of the State.

County Fault - any breach (including the untruth or breach of any County representation or warranty herein set forth), failure, nonperformance or noncompliance by the County with respect to its obligations under this Service Contract to the extent not directly attributable to any Uncontrollable Circumstance or Operator Fault, and which materially and adversely affects the Operator's rights, obligations or ability or costs to perform under this Service Contract.

County Property - any structures, improvements, equipment, fire alarm systems, wastewater and water mains, valves, pumping systems, hydrants, hydrant connections, duct lines, streets, lamps, lampposts, monuments, sidewalks, curbs, trees or any other systems, fixtures, or real or personal property owned, leased, operated, maintained, or occupied by the County.

Day(s) - Calendar Day (twenty-four hours)

Designated Disposal Site - the site or sites designated from time to time as a Designated Disposal Site for the disposal of Residuals.

DOP - Department of Purchasing, Fulton County

Drawings - The part of the Agreement or Work Authorization or Notice to Proceed that shows the outlines, characteristics related to the Scope of Services to be performed. The term is used interchangeably with the work "Plans" and includes Standard Details and Drawings.

Effluent - wastewater discharged from the Plants.

Effluent Requirement - the most stringent of the requirements pertaining to the discharge of Effluent established by the Contract Standards.

Encumbrance means any Lien, lease, mortgage, security interest, charge, judgment, judicial award, attachment or encumbrance of any kind with respect to the Managed Assets.

EPA - the United States Environmental Protection Agency and any successor agency.

EPD- the Environmental Protection Division of the State of Georgia Department of Natural Resources or any predecessor or successor agency.

Excessive Influent - (1) Toxic Substances, (2) Hazardous Material, (3) Influent in excess of the applicable Plant Capacity, and (4) Unacceptable Septage.

Exit Transition Plan - the transition services, including plans for temporary, short-term, operational procedures and activities relating to and after contract termination, to be undertaken by the Operator when and as more fully specified in Exhibit 6.

Fees and Costs means reasonable fees and expenses of employees, attorneys, architects, engineers, expert witnesses, Operators, consultants and other persons, and costs of transcripts, printing of briefs and records on appeal, copying and other reimbursed expenses, and expenses reasonably incurred in connection with investigating, preparing for, defending or otherwise appropriately responding to any Legal Proceeding.

Guarantor, a corporation organized and existing under the laws of, and its permitted successors and assigns.

Guaranty Agreement or "Guaranty" means the Guaranty Agreement entered into concurrently with this Service Contract from the Guarantor to the County in the form provided in the Transaction Agreement Forms, as the same may be amended from time to time in accordance therewith.

Good Engineering and Construction Practice - the methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good design, engineering, equipping, installation, construction and commissioning practices for the design, construction and improvement of capital assets in the municipal wastewater treatment industry as followed in the Southeast region of the United States. Good Engineering and Construction Practice shall include, without limitation, adherence to the following:

-
- (a) Reliability criteria as defined in "Design Criteria for Mechanical, Electrical and Fluid System and Component Reliability", published by the EPA in 1974, for the appropriate class of system;
 - (b) Performance standards listed in an applicable Regional Water Commission Guide; and
 - (c) Performance standards listed in the latest edition of "Design of Municipal Wastewater Treatment Plants", published jointly by the Water Environment Federation and the American Society of Civil Engineers.

Good Industry Practice - those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good operation, maintenance, repair, replacement and management practices in the municipal wastewater treatment industry as observed in the Southeast region of the United States.

Governmental Approvals - all approvals, permits, licenses, authorizations, consents, certifications, exemptions, registrations, rulings and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contract Services, including the NPDES Permits and the Consent Order.

Governmental Body - any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction.

Hazardous Material - any waste, substance, object or material deemed hazardous under Applicable Law including, without limitation "hazardous substance" as defined in CERCLA and "hazardous waste" as defined in RCRA.

Industrial Pretreatment Program or "IPP" - the municipal/industrial pretreatment program of sampling, inspecting, analyzing and keeping records with respect to compliance by industrial and certain commercial users with the County's sewer use ordinance and technically based local limits,

Influent - all wastewater, storm water, infiltration and inflows entering the Managed Assets, including Sewer Influent and Septage.

Insurance Requirement means any rule, regulation, code, or requirement issued by any fire insurance rating bureau or any body having similar functions or by any insurance Operator which has issued a policy of Required Management Period Insurance or Required Construction Period Insurance under this Service Contract, as in effect during the Term hereof, compliance with which is a condition to the effectiveness of such policy.

JCEC- Johns Creek Environmental Campus

Legal Proceeding - every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Service Contract or the Managed Assets, and all appeals therefrom.

Loss-and-Expense - any and all actual loss, liability, forfeiture, obligation, damage, delay, fine, penalty, judgment, deposit, cost, expense, claim, Tax, or expense, including all Fees and Costs, except as explicitly excluded or limited under any provision of this Service Contract.

Managed Asset Equipment means all manufactured equipment, property or assets, whether or not constituting personal property or fixtures, other than Managed Asset Structures, constituting part of the Managed Assets, including, without limitation, above-ground pipes, pumps, bar screens, grit handling equipment, sludge handling equipment, chemical feed storage equipment, tank covers and traveling bridges etc.

Major Equipment - any equipment valuing \$ 5,000 and life expectancy of 5 years or more.

Managed Assets - all or any portion of the Plants, Plant Realty, Pump Stations, and Pump Station Realty.

Managed Assets Realty - the parcels of real property upon which the Managed Assets, or any portion thereof, are located, including the Sites.

Managed Asset Structures - all structures, buildings underground pipes and concrete tanks, other than Managed Asset Equipment, constituting part of the Managed Assets.

Management Period - the period from and including the Commencement Date to and including the last day of the Term of this Service Contract.

Management Services - everything required to be furnished and done for and relating to the Managed Assets by the Operator pursuant to this Service Contract during the Term hereof. Management Services include the employment and furnishing of all labor, materials, equipment, supplies, tools, storage, transportation, disposal, insurance, sales, delivery and other things and kinds of services whatsoever necessary for the full performance of the Operator's operation, maintenance, repair, replacement, management and related obligations under this Service Contract, and all of the Operator's administrative, accounting, recordkeeping, reporting, notification and similar responsibilities of every kind whatsoever under this Service Contract pertaining to such obligations.

MGD – Million Gallons per Day.

Non-Georgia Sludge Disposal-Related Change in Law - a Change-in-Law by a Governmental Body other than the Federal Government, regarding the disposal, land application or processing of Plant Sludge outside of the State.

Notice to Proceed (“NTP”) - Written communication issued by the County to the Operator authorizing it to proceed with Scope of Work.

NPDES Permits - National Pollutant Discharge Elimination System Permits respectively, as issued by the EPD for the Plants and listed in Exhibit 13 - as Reference Documents.

Odor Citation - has the meaning specified in Exhibit 2-Performance Guarantees.

Odor Incident - has the meaning specified in Exhibit 2- Performance Guarantees

Odor Guarantee - has the standards described in Exhibit 2- Performance Guarantees

Odor Termination - has the meaning specified in Exhibit 2- Performance Guarantees.

Offeror – the entity of individual submitting a proposal in response to this RFP.

Operator – Any firm, partnership, corporation, joint venture, LLC or any combination thereof that enters into a contractual Agreement with the County. This excludes SubContractors/Sub-consultants. It is same as **Operator**.

Operation and Maintenance Manual - the manual and related computer programs prepared by the Operator containing detailed standard operating and maintenance procedures and other specific instructions, policies, directives, routines, schedules and other matters relating to the Management Services.

Overdue Rate - the maximum rate of interest permitted by the laws of the State, if applicable, or the Prime Rate, whichever is lower.

Owner – Fulton County Government

Participating Community - those communities with whom the County has entered or enters into contracts for the treatment of Effluent or Septage.

Performance Guarantees - the guarantees of performance set forth in Exhibit 2- Performance Guarantees .

Plant Realty - the parcels of real property upon which the Plants or any portions thereof, are located.

Plants means the real property on which they are located, consisting of buildings, structures, fixtures and equipment, and the roads, grounds, fences and landscaping appurtenant thereto, utilized for preliminary treatment, primary

treatment, secondary treatment and advanced biological treatment (nitrification) of Influent, Effluent disinfection and de-chlorination, Plant Sludge treatment, laboratory functions and administration and management of the Managed Assets, including any Capital Modifications made thereto from time to time.

Plant Operator - Any person who performs operational duties and wastewater treatment plant laboratory testing for reporting purposes for operator classifications 1 as defined by the board at wastewater treatment plants. The person responsible for the daily operation of the facility must be a Class 1 Certified Operator in compliance with the Georgia State Board of Examiners for Certification of Water and Wastewater Plant Operators and Laboratory Analysts Act, as amended, and as specified by Subparagraph 391-3-6-12 of the Rules and Regulations for Water Quality Control.

Plant Sludge – bio-solids generated by the treatment of Influent at the Managed Assets.

POTW – Publically Owned Treatment Works

Pre-Existing Environmental Condition - and is limited to, (1) the presence anywhere in, on or under the Managed Assets on the Contract Date, if not disclosed to the Operator as of the Contract Date, of underground storage tanks (for the storage of chemicals, fuel oil or diesel fuel) that are not then in use in connection with operation of the Managed Assets; and (2) the presence anywhere in, on or under the Managed Assets, as of the Contract Date, of Hazardous Materials, Contaminated Soil or other Contaminated Materials (but expressly excluding for purposes of this definition (i) any matters disclosed to the Operator by the County as of the Contract Date; (ii) any matters of which the Operator has actual knowledge as of the Contract Date; and (iii) asbestos and lead which is uncovered as a result of demolition activities, and any such excluded matters shall not constitute a Pre-Existing Environmental Condition for which the Operator could be afforded relief from its obligations hereunder or additional compensation).

Prime Rate means the prime rate as published in The Wall Street Journal (Eastern Edition), or a mutually agreeable alternative source of the prime rate if it is no longer published in The Wall Street Journal (Eastern Edition) or the method of computation thereof is substantially modified.

Private Management Approvals means all approvals, authorizations, consents or clearances, if any, necessary to be obtained by the County from the EPA, the EPD or any other Governmental Body in connection with the Management Services to be performed under this Service Contract.

Project Manager has the meaning specified in Section 50.5 (A).

Proposal Bond or Guaranty The security furnished with a proposal guaranty that the proposer will enter into a contract if his/her proposal is accepted by the County.

Public Education and Community Outreach Plan means the plan to be developed by the Operator based upon the outline contained in Exhibit 14.

Proposer - Any firm, partnership, corporation, joint venture, LLC or any combination thereof that enters into a contractual Agreement with the County. This excludes SubContractors/Sub-consultants.

Pump Station Realty - the parcels of real property upon which the Pump Stations or any portions thereof, are located.

Pump Stations - those pump stations and related meters which pump and meter Influent to the Plants, together with all improvements thereto acquired, installed, constructed or reconstructed from time to time.

Rating Service means Moody's Investors Service, Inc. or Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., or any of their respective successors and assigns and, if such corporations shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Rating Service" shall be deemed to refer to any other nationally recognized securities rating agency designated by the County.

RCRA - the Resource Conservation and Recovery Act, 42 U.S.C.A. § 6901 et seq., and applicable regulations promulgated thereunder, each as amended from time to time.

Reference Document - any of the documents attached to this Service Contract identified as such as the same may be amended from time to time in accordance with the terms hereof.

Repair and Replacement Standards - the standards for repairing and replacing the Managed Assets set forth in Exhibit 3-Operation and Maintenance Standards.

Required Insurance means the Required Management Period Insurance.

RFP - Request for Proposals

Residuals - Plant Sludge and Side Streams.

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Operator of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

SCADA - in the context of data gathering and telemetry systems, "Supervisory Control and Data Acquisition".

Security Instruments means the Guaranty Agreement, the Letter of Credit.

Senior Supervisors has the meaning specified in Section 50.5 (B).

Septage means the liquid and solid material pumped from a septic tank, cesspool or similar domestic sewage treatment system, or a holding tank, during cleaning located within the County and municipalities under contract with the County for the processing of Septage at the Plant and which is normally characterized by large quantities of grit and grease, great capacity to foam upon agitation, poor settling and dewatering characteristics, and high solids and organic content.

Service Contract means this Service Contract for the Operation and Maintenance of Water Reclamation Assets between the Operator and the County, including the Exhibits, Transaction Agreement Forms and the Transaction Documents, as the same may be amended or modified from time to time in accordance herewith.

Service Fee has the meaning set forth in Article 62.

Service Territory means the portion of the County and all other territories in which customers are served by the Managed Assets.

Septage - the liquid and solid material pumped from a septic tank, cesspool or similar domestic sewage treatment system, or a holding tank, during cleaning located within the County and municipalities under contract with the County for the processing of Septage at the Plant and which is normally characterized by large quantities of grit and grease, a highly offensive odor, great capacity to foam upon agitation, poor settling and dewatering characteristics, and high solids and organic content.

Sewer Influent - all flows reaching the Plants from all connected sources, including residential, commercial, municipal and industrial sources. Sewer Influent includes all wastewater and infiltration and inflows.

Sewer Use Ordinance - the municipal legislative enactment which (1) is enforceable in federal, State, or local courts, and (2) authorizes or enables the County to apply and enforce the IPP and the other requirements of the Clean Water Act, and any requirements created by or pursuant to this Service Contract. The Sewer Use Ordinance is included in Exhibit 13 on CD.

Side Streams - any material other than Plant Sludge which is, or at any time has been, a part of the Sewer Influent or Septage and that ultimately is required to be disposed of in a manner other than that approved for Effluent including, but not limited to, grit (detritus), screenings, scum, grease and liquid byproducts and waste streams from intermediate treatment processing.

Significant Industrial User or "SIU" – A significant industrial user as defined in 40 CFR 403.8 (f).

- (1) A user subject to categorical pretreatment standards; or
- (2) A user that
 - a. Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, non-contact cooling, and boiler blow down wastewater);
 - b. Contributes a process waste-stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - c. Is designated as such by the County on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
- (3) Upon a finding that a user meeting the criteria in (2) has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the County may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8(f) (6), determine that such user should not be considered a significant industrial user.

Site - the real property on which the Plants are located.

Specifications - The portion of the Agreement Documents describing in words the technical requirements governing the completion of the various portion of the Scope of Services.

Staffing Plan - the staffing plan for the Management Services meeting the requirements set forth in Exhibit 4- Facilities Plans.

State - the State of Georgia.

Subcontract - an agreement or purchase order by the Operator or a SubContractor to the Operator, as applicable.

SubContractor - every person (other than employees of the Operator) employed or engaged by the Operator or any person directly or indirectly in private with the Operator (including all SubContractors and every sub-SubContractor of whatever tier) for any portion of the Contract Services, whether for the furnishing of labor, materials, equipment, supplies, services, or otherwise.

Supplier - Any individual, firm, or corporation who supplies material or equipment for the Scope of Work (including that fabricated to a special design) but who does not perform labor at the Site.

Sustained Odor Condition has the meaning specified in Exhibit 2- Performance Guarantees .

Tax means any tax, fee, levy, duty, impost, charge, surcharge, assessment or withholding, or any payment-in-lieu thereof, and any related interest, penalty or addition to tax.

Term has the meaning set forth in Article 8.

Termination Date - the last day of the Term of this Service Contract.

Total Suspended Solids or "TSS" means solids that either float on the surface of, or are in suspension in wastewater, the analysis of which shall conform to 40 C.F.R. 136, "Guidelines Establishing Test Procedures for the Analysis of Pollutants."

Toxic Substance - any toxic, hazardous, chemical, industrial, explosive, flammable, volatile, reactive, corrosive or radioactive waste, material or substance which, alone or in combination with other substances, is contained in sufficiently high concentrations or volumes in Influent received at the Managed Assets, and while the Managed Assets are being operated and maintained in accordance with the provisions of this Service Contract so as:

- (1) to interfere with the biological processes necessary for the removal of the organic and chemical contents of the Influent required to meet the Effluent Requirements;
- (2) to endanger human health or safety; or
- (3) to cause Effluent or Residuals to become a Hazardous Material, if any such result could not reasonably have been provided by the management of the Managed Assets in accordance with the Contract Standards.

A waste, material or substance which is contained in Influent and which is tested under the IPP shall not be considered to be a Toxic Substance for the purpose of this definition unless such waste, material or substance is present in Influent in levels, with characteristics or for durations which are outside the range of levels, characteristics or durations established as representative by IPP data compiled from the date which is [two] years prior to the Contract Date to the month preceding the date on which such substance is alleged to constitute a Toxic Substance.

Transaction Agreement Form means any of the Transaction Agreement Forms appended to this Service Contract.

Transaction Document means any of the Transaction Documents appended to this Service Contract.

Transition Period - that period between the Contract Date and the Commencement Date during which the County will secure any necessary Private Management Approvals and execute the Transition Plan.

Transition Plan - the plan for the transition of operating responsibility for the Managed Assets.

TRC - total residual chlorine.

Trucked-In Material means materials which are delivered to the Plant other than through the collection system and which are permitted under Section 50.15 and Exhibit 7 septage Handling Protocol to be accepted for treatment.

TSS Loading Adjustment has the meaning specified in Section 62.4.

Unacceptable Septage means Septage other than Acceptable Septage.

Uncontrollable Circumstances – "Uncontrollable Circumstance" means any act, event or condition that is beyond the reasonable control of, and is not also the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Service Contract on the part of, the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Service Contract, and that materially interferes with or materially increases the cost of performing its obligations hereunder (other than payment obligations).

(1) **Inclusions**. Subject to the foregoing, Uncontrollable Circumstances may include, but shall not be limited to, the following:

- (a) A Change in Law;
- (b) The receipt of Excessive Influent at the Plants, subject to the terms of Section 52.6;
- (c) The occurrence of an Upset subject to the terms of Section 52.6;
- (d) The existence of a Pre-Existing Environmental Condition;
- (e) The existence of Specified Subsurface Conditions;
- (f) Naturally occurring events (except weather conditions normal for the Service Territory) such as landslides, underground movement, earthquakes, lightning, fires, tornadoes, hurricanes, floods (but only to the extent the hydraulic capacity of the Managed Assets is exceeded), epidemics, and other acts of God;
- (g) Explosion, acts of a declared public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
- (h) Labor disputes, except labor disputes involving the employees of the Operator, its Affiliates, or SubContractors which affect the performance of the Contract Services;
- (i) The failure of any appropriate Governmental Body or private utility having operational jurisdiction in the area in which the Managed Assets are located to provide and maintain Utilities to the Managed

Assets which are required for the performance of this Service Contract;

- (j) Any failure of title to the Managed Assets or any enforcement of any Encumbrance on the Managed Assets not consented to in writing by, or arising out of any action or agreement entered into by, the party adversely affected thereby; and
- (k) The preemption of materials or services by a Governmental Body in connection with a public emergency or any condemnation or other taking by eminent domain of any material portion of the Managed Assets.

(2) **Exclusions**. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute Uncontrollable Circumstances:

- (a) Any act, event or circumstance with respect to which the Operator has assumed the "as-is" risk under Section 50.4(B), except as specifically provided in subsection 50.4(C)
- (b) Terms, conditions and prices prevailing in the market for the transportation and disposal of Residuals;
- (c) Changes in interest rates, inflation rates, wage rates, insurance costs, commodity prices, currency values, exchange rates or other general economic conditions;
- (d) Changes in the financial condition of the County, the Operator, the Guarantor, or their Affiliates or SubContractors affecting the ability to perform their respective obligations;
- (e) The consequences of error, neglect or omissions by the Operator, any SubContractor, any of their Affiliates or any other person in the performance of the Contract Services;
- (f) union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed at the Managed Assets or otherwise increasing the cost to the Operator of performing the Contract Services;
- (g) Any impact of prevailing wage or similar laws, customs or practices on the Operator's costs;
- (h) Weather conditions normal for the Service Territory;
- (i) Any act, event, circumstance or Change in Law occurring outside of the United States;
- (j) Any surface, subsurface geotechnical or hydrological conditions and other Site conditions including without limitation the existence of compressible soil layers, masses, unstable soil, manmade deposits and water table fluctuations, utility lines, pipes and structures (other than Pre-Existing Environmental Conditions and Specified Subsurface Conditions);
- (k) Mechanical failure of equipment to the extent not resulting from a condition that is listed in the "Inclusions" section of this definition;
- (l) Power outages not caused by third party Utilities;
- (m) A Change in Law pertaining to Taxes;
- (n) Any failure in obtaining EPD approval for any of the Design/Build Improvements;

-
- (o) Failure of the Operator to secure patents which it deems necessary for the performance of the Contract Services;
 - (p) Any Change in Law (including the issuance of any Governmental Approval, the enactment of any statute, or the promulgation of any regulation) the terms and conditions of which do not impose more stringent or burdensome requirements on the Operator than are imposed by the Contract Standards; and
 - (q) A Non-Georgia Sludge Disposal-Related Change in Law.

Upset - has the meaning given such term in the Clean Water Act.

Utilities - any and all utility services and installations whatsoever (including gas, water, electricity, telephone, and telecommunications), and all piping, wiring, conduits, and other fixtures of every kind whatsoever related thereto or used in connection therewith.

Waste Water Collection System – system of sewer lines excluding pump stations.

WRF – Water Reclamation Facility.

Written Notice - A written statement transmitted from one party to an authorized representative of another party in accordance with the RFP.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, Operator or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, Operator or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

-
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Operators may submit requests for clarifications or interpretations regarding this RFP and the Contract. Operators must prepare such requests in writing for the County’s consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Operators are cautioned that if Operators do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Monday, May 4, 2009 at 4:00 PM**, local prevailing time. Operators are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County’s failure to respond to any such request will not relieve the Operator of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

Fulton County Department of Purchasing and Contract Compliance

Attn: Donna Jenkins, CPPO

130 Peachtree Street S.W. Suite 1168

Atlanta GA 30303

Email: donna.jenkins@fultoncountyga.gov

Direct: 404- 612- 4213

Main: 404- 612- 5800

Fax: 404- 335- 5807

RE: RFP # 09RFP01120K-DJ, Operation & Maintenance Services for Fulton County Wastewater Facilities and Pump Stations

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website www.fultoncountyga.gov.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Operators who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Operators.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Operator is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The initial term of the O&M Contract will be five (5) years ending May 31, 2015, with two (2), two (2) years renewal options on Board approval; unless earlier terminated as provided for in the O&M Agreement. The O&M Agreement may be renewed by the County, at its sole discretion, under the same terms and conditions for up to two (2) separate consecutive two (2) year terms. The County may exercise any option to renew the O&M Agreement by delivering written notice of the intent to renew to the Operator one hundred eighty (180) days prior to the expiration date of the initial five (5) year term of the Agreement and the subsequent renewal term, if renewed.

2.6 REQUIRED SUBMITTALS

See **Exhibit 1** for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required submittals may deem your proposal non-responsive.

2.7 PROPOSAL EVALUATION

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 three/two members from Water Services, Department of Public Works and one/two Purchasing Staff 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.

2.8 DISQUALIFICATION OF OPERATORS

The submission of more than one (1) proposal to the County as the primary Operator or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Operator and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest Operator and the County reserves the right to award the contract to the responsible Operators submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Operator to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Operator. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 PROPOSAL SECURITY

Each proposal shall include, in a separate sealed envelope, a proposal bond or guaranty in the form of a cashier's check in an amount of \$100,000 (One Hundred Thousand Dollars). The proposal bond, if any, must be issued by a surety company whose name appears on the United States Department of Treasury's list of approved bond sureties. Each proposal shall contain a certification stating that the Proposer has submitted the Proposal Security and an acknowledgement and is in agreement that the Proposal Security is subject to forfeiture in the event the Proposer withdraws its proposal prior to award of the contract. See Exhibit # 16

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS/LETTER OF CREDIT

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

2.12.1 LETTER OF CREDIT REQUIREMENTS

2.12.1.1 Terms and Purpose. On or before the Commencement Date, the Operator shall provide further security for the performance of its obligations

hereunder during the Management Period through an irrevocable direct pay letter of credit presentable in Atlanta, Georgia, issued by a United States bank whose long-term debt is rated "A" or better by either Rating Service and which maintains a banking office in the State (**the "Letter of Credit"**). The Letter of Credit shall be in the amount of equal to **One Year of Service Fee** which amount shall be escalated each Contract Year based on the Adjustment Factor, shall be for a term of one year, shall be continuously renewed, extended or replaced so that it remains in effect until 180 days after the Termination Date. The County shall be authorized under the Letter of Credit to make one or more sight drawings thereon upon certification to the issuing bank that the drawing conditions described in subsection (B) of this Section have occurred. The Letter of Credit shall permit a drawing thereon in the full stated amount thereof in the event that any required renewal, extension or replacement thereof is not made prior to 30 days of its expiration. The Letter of Credit shall serve as security for the performance of the Operator's obligations hereunder, and the stated amount thereof shall in no way limit the amount of damages to which the County may be entitled for any Operator Event of Default hereunder.

2.12.1.2 Conditions to Drawing. It shall be a condition to the right of the County to draw on the Letter of Credit, other than a draw based on a failure to renew, extend or replace the Letter of Credit or based on an Event of Default set forth in Section 6.2(A)(6) or (8) that: (1) the County (a) has given the Operator written notice of a breach of this Service Contract, whether or not such breach constitutes an Event of Default, and attached a copy of its good faith assessment of the damages the County has suffered or the liquidated damages provided for herein, as a result of such breach, in which case the County shall have a right to draw the amount of the damages so assessed, or (b) has given the Operator a notice of termination based on an Event of Default, in which case the County shall have the right to draw the entire stated amount of the Letter of Credit. Notice to the Guarantor of a breach hereof shall not be a condition to the County's drawing rights under the Letter of Credit. In the event that the County draws on the full amount of the Letter of Credit on account of an occurrence of an Event of Default as set forth in Section 6.2(A)(6) or (8), the County shall use such moneys to cover any damages suffered as a result of such event and to pay itself any other amounts owed by the Operator under the provisions of the Service Contract, and the County shall hold the balance of such amount as security for the Operator's obligations hereunder, until the final resolution of such bankruptcy, when any remaining funds shall revert to the Operator, provided the Service Contract is in full force and effect and the Letter of Credit has been reinstated.

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without

limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.9 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF OPERATOR

Each Operator is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Operators are reminded of Fulton County's "**No Contact During Procurement**" policy and may only contact the person designated by the RFP.

2.15 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Operator believes is exempt from disclosure, the Operator must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Operators waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Operator being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Operators recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Operator may suffer from the disclosure of information or materials to third parties.

2.16 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

-
- This RFP does not obligate the County to select, procure or contract for any services whatsoever
 - The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Operators. A Operator, by submitting a Proposal, agrees to be bound by any modifications made by the County
 - All costs incurred by a Operator in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Operator.
 - The County reserves the right to reject all Proposals and components thereof to eliminate all Operators responding to this RFP from further consideration for this procurement, and to notify such Operators of the County's determination.
 - The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
 - The County reserves the right to waive any technicalities or irregularities in the Proposals.
 - The County reserves the right to eliminate any Operator who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
 - The County may request Operators to send representatives to the County for interviews and presentations.
 - To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Operator(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
 - The County reserves the right to discontinue negotiations with any selected Operator.
 - The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
 - All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
 - The County may add to or delete from the Project Scope of Work set forth

in this RFP.

- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- The County reserves the right to conduct investigations of the Operators and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Operators acknowledge and consent to the rights and conditions set forth in this RFP.

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Operator. In addition, the Operator shall be solely responsible for all costs (including engineering and legal costs) incurred by such Operator in connection with this selection process, including any costs incurred by the Operator in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Operator from further participation in any negotiation process if the County determines that such Operator is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Operators and such Operator is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Operator, which shall be sent in writing, signed by the County.

2.19 WAGE CLAUSE

Pursuant to 102-391, Each Operator shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Operator had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.21 CONTRACT INTERPRETATION

All questions concerning interpretation or clarification of this Request for Proposal "RFP" or applicable standards and codes, including the discovery of conflicts, discrepancies, errors or omissions, of the acceptable performance of this RFP by the successful Proposer, must be submitted in writing to the County for resolution at the time the Proposer submits its proposal. No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

All determinations, instructions, and clarifications of the County will be in accordance with sound professional standards and will be final and conclusive unless determined to be arbitrary and capricious or fraudulent or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence; provided however neither party waives any of its rights to seek remedies hereof. At all times, the successful Proposer must proceed with the Services in accordance with the determinations, instructions, and clarifications of the County. The successful Proposer will be solely responsible for requesting instructions or interpretations and will be solely liable for any costs or expenses from its failure to do so.

Unless questions or concerns are raised as provided above, the successful Proposer and the County will be bound by the provisions contained within this RFP upon approval and execution of this contract by the Board of Commissioners.

2.22 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME OPERATORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.23 REPORTING RESPONSIBILITIES

The successful Operator will report directly to the Assistant Director, Water Services, Public Works, 141 Pryor Street, Atlanta, GA 30303 , or designated representative of the department.

2.24 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

- (1) Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public employer, every Operator of a public employer, and every SubContractor of a public employer's Operator must register and participate in a federal work authorization program as follows:
 - (a) No public employer shall enter into a contract for the physical performance of services within this state unless the Operator registers and participates in a federal work authorization program to verify the work eligibility information all new employees.
 - (b) No Operator or SubContractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such Operator or SubContractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.
- (2) In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their Operators and SubContractors, as follows:
 - (a) On or after July 1, 2007, to public employers, Operators, or SubContractors of 500 or more employees;
 - (b) On or after July 1, 2008, to public employers, Operators or SubContractors of 100 or more employees; and
 - (c) On or after July 1, 2009, to all other public employers, their Operators, or SubContractors.

See Section 5, Proposal Forms for declarations and affidavits.

**FULTON COUNTY DEPARTMENT OF PURCHASING AND CONTRACT
COMPLIANCE**

REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

**Proposal # 09RFP01120K-DJ
Operations and Maintenance Services
For Fulton County Water Reclamation Facilities & Pump Stations**

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent
Fulton County Department of Purchasing and Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.

-
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
 7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
 8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
 9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other

-
- pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
 14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
 15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
 16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
 17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
 19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
 20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.

-
21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be “non-responsible” in the future.
 22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
 23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.
 24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
 25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
 26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
 27. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Operators, O.C.G.A. §43-14-8.2(h). The Utility Operator License number of the person who will perform the utility work shall be written on the face of the bid envelope.
 29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any SubContractors) a certificate from an insurance company showing issuance of Workers’ compensation coverage for the State of Georgia or a certificated from the Georgia Workers’ Compensation Board showing proof of ability to pay compensation directly.
 30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

-
- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
 32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

**SECTION 3
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Monday, May 18, 2009 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP # 09RFP01120K-DJ
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP #09RFP011209K-DJ
Project # and Title
[Technical or Cost Proposal]
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit one (1) original of the Technical Proposal and five (5) copies on CD media in PDF format. Proposers shall submit one (1) original of Contract Compliance Exhibit with the Technical Proposal marked 'Original' and one (1) copy in separate sealed envelope. Proposers shall submit one (1) original of the Financial Information with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Proposers shall submit one (1) original and one (1) copy of the cost Proposal in separate sealed envelope.

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

3.3.1 Background

Fulton County government consists of Chairman and six members of Board of Commissioners. The Public Works Department comprise of a Director, an Assistant Director and Deputy Director of Water Services, who are responsible for operations and maintenance of wastewater treatment facilities and pump stations. The Contract Operations Administrator and core group supervise the day-to-day operations of the facilities.

3.3.2 Scope of Services

This section describes the scope of services and business structure the County is seeking in this RFP and is intended to provide an overview of the desired arrangements and division of responsibilities between the County and the Operator. The Operator should carefully review the RFP, including the Exhibits and all addenda to this RFP, to fully understand the scope of services desired by the County to determine the best approach to meet the County's objectives.

At a minimum the Operator must perform the following services:

1. Provide all personnel and other resources to operate and maintain the Facilities in best interests of Fulton County.
2. Provide and/or pay all the benefits and salaries pursuant to approved staffing plan to operate and maintain the Facilities.
3. Provide/ Pay all utilities and consumables, materials/supplies necessary and proper to operate the facilities in accordance with regulatory permit requirements, and maintain the related equipment/facilities pursuant to service levels established in Exhibit 3-Operation and Maintenance Standards.
4. Provide and pay all SubContractors pursuant to Contract.
5. Perform all necessary sampling to ensure that Facilities' performance is in compliance with State, Federal and other Government Regulations. Daily testing/analysis for the purpose of process control are the sole responsibility of the Operator.
6. Provide local area network administration and CMMS & Process Software. This shall include server(s), individual workstation and printer integration as well as, LAN system preventative maintenance program. The Operator shall be responsible for maintaining backup copies of all electronic records and work products. All hardware, software, data collect and stored will remain property of Fulton County. All software will be licensed to Fulton County. The County CMMS standard is DataStream version7i or more recent approved versions and process software is OPSWin for all Fulton County Wastewater Facilities. The Operator will be responsible for software and hardware upgrades. Upgrades shall be installed as necessary or as desired by the County to ensure proper levels of service.
7. Provide SCADA system administration. This shall include server(s), individual workstation and printer integration as well as, overall SCADA system preventative maintenance program. The Operator shall be responsible for maintaining backup copies of all electronic record work products. Remote monitoring of SCADA must be accessible to the authorized County/Operator personnel. All software will be licensed to Fulton County.

The Operator shall develop and maintain a Document Repository and Delivery System (DRDS) on a server which can be accessed remotely by authorized County and Operator's staff. All the drawings, design, Manuals, records and reports shall be maintained on DRDS.

8. Provide four laptops with the software loaded to remotely access, via any County data port, SCADA, Security System, CMMS and OPSWin to authorized County personnel and upgrade it when it requires.

-
9. Provide staffing of sufficient, qualified employees to operate and maintain the Facilities 24-hours per day, 365/366 days year pursuant to the contract.

A staffing plan is attached in Exhibit 4.2 Table 4.2.

Other than the Project Manager, Maintenance Manager and Plant Manager, vacant positions must be filled within 60 days by qualified personnel. Project Manager, Plant Manager and Maintenance Manager Positions must be filled temporarily immediately and permanently within ninety (90) days. All personnel classified as Operator In Training (OIT) must work with certified personnel and be licensed by the State of Georgia within twelve (12) months from date of hire. OITs do not count toward the satisfaction of minimum staffing levels. No employee should work more than 16 hrs/ day. Operator shall provide a monthly staffing summary to the County. The Operator must provide staffing dedicated solely to the operation and maintenance of each Wastewater Reclamation Facility.

10. Conduct routine and normal maintenance of plant equipment, buildings and grounds. Operator shall provide all parts and materials necessary for maintenance /repair. Operator shall be responsible for plant tools, equipment and process lab supplies must be inventoried and replacements provided by the Operator.
11. Perform all corrective, predictive, preventive and routine maintenance and repair of the system including: the grounds, facilities, buildings and other structures pursuant to Exhibit 3-Operation and Maintenance Standards.
12. Provide, in forms acceptable to Fulton County, monthly accounting, quarterly projections and an end-of-year forecast submitted by August 1st every year as to the status of the Maintenance account. Non-routine Maintenance and Repair items shall be funded via maintenance allowance.
13. The Operator must specifically maintain and operate equipment at all the facilities in such a manner so as not to void any warranties that may be applicable to existing equipment or that may arise with equipment procured by the Operator/County during the term of the O&M Contract. If the Operator's actions are such that any warranty during the term of the O&M Contract is voided, the Operator shall be required, at its own expense to re-procure a conforming warranty equal to or greater than the applicable voided warranty subject to Fulton County approval.
14. Generate and sign as Operator and provide to the County and Georgia EPD information, notices and reports, including monthly EPD DMR, sampling and testing results, as necessary to enable the County to comply with all reporting requirements imposed upon the County by applicable Law. Assist the County in responding to various external requests including but not limited to:

-
- A. State and Federal grant audits and information request
 - B. State and Local government audits
 - C. Audit by independent public accountants
 - D. Information requests by users or groups of plant system
 - E. Information required for the annual financial audits of Fulton County and financial representation letter
 - F. Georgia Open Records Act requests
 - G. Report, data and information required by EPA, GA EPD, ARC and other agencies.
 - H. Provide County Representative reports and data, hard and electronic copy.
15. Provide an annual list of recommended capital improvements, costs and plans for implementation to the County Representative by July 1st of each year.
16. Disposal of dewatered sludge pursuant to Exhibit 3-Operation and Maintenance Standards.
17. Immediately notify the Contract Operations Administrator or duly appointed Fulton County representative of any activity, problem or circumstance that threatens or affects the facilities or health, safety or welfare of citizens. This notification must be made via telephone to the Contract Operations Administrator or duly appointed Fulton County representative immediately, and must be followed up with a detailed written report to the Contract Operations Administrator or duly appointed representative within 24 hours of the occurrence. Voice mail/Email are not acceptable.
18. Coordinate with engineers and construction managers on capital improvement projects and operate the facility to accommodate capital improvement work without any delay.

3.3.3 Details of Scope of Work

The Scope of Work includes the complete management, operations, maintenance and repair of the wastewater treatment facilities and pump stations. The selected Operator shall provide the following:

- A. All qualified operation, maintenance and management personnel (on-site, technical support, administrative, corporate, corporate support, professional services etc)
- B. All associated salaries and benefits

C. All materials and consumables, including, but not limited to:

1. Chemicals
2. Fuel
3. Lubricants
4. Spare parts
5. Process laboratory supplies, reagents, and associated materials
6. Tools and maintenance equipments
7. Office supplies
8. Office equipment and furniture
9. Computer hardware and software
10. All vehicles and all rolling stock required for the project
11. All safety equipments

D. Services required for the management, operation and maintenance of the treatment facilities and pump stations. These services will include, but are not limited to:

1. Management
2. Process laboratory control sampling and testing
3. Sampling for permit required analyses
4. Computer system operation, maintenance and document management
5. Janitorial and custodial services
6. Upkeep and maintenance of all facility buildings
7. Purchasing
8. Site security
9. Grounds maintenance and landscaping services
10. Calibration and maintenance of all the flow meters
11. Sludge dewatering and disposal
12. Pump Station cleaning and sediment/grease disposal
13. Grit/ refuse disposal.

E. Methods/processes to achieve the effluent quality required under the Performance Guarantees in Exhibit 2- Performance Guarantees.

F. Maintenance of all structures of Managed Assets pursuant to Exhibit 3- Operation and Maintenance standards which includes:

1. Piping and equipment at the treatment facilities pump stations and managed assets.
2. Mechanical systems at the treatment facilities pump stations and managed assets.
3. Electrical systems at the treatment facilities pump stations and managed assets.
4. HVAC systems at the treatment facilities pump stations
5. All buildings and structures at the treatment facilities and pump stations.
6. All communication, computer and security systems at the treatment facilities pump stations.

G. Provision of utilities, including, but not limited to:

1. Telephone systems and Telephone service including local and distance services
2. Water
3. Energy
4. Natural Gas
5. Cable and Satellite

3.3.4 Operational Standards:

The Operator will be required to provide uninterrupted, economical sanitary sewage treatment; to prevent bypass or overflow of sanitary sewage from the transmission system or Water Reclamation Facilities; to handle and treat the sanitary sewage in accordance with the requirements of the Permit to Discharge and any and Pump Stations to optimize life cycle time and service life.

All proposals must include standards for Water Reclamation Facilities (WRF) Quality Control services sufficient to meet all criteria set forth in this proposal. The Operator shall provide all services necessary to meet the requirements of the Permit to Discharge; Georgia Department of Natural Resources, Environmental Protection Division (GDNR-EPD); current Consent Orders from the EPD and the U.S. Environmental Protection Agency (EPA), and any other applicable Local, State or Federal guidelines, rules, regulations, code and/or laws.

3.3.5 Protocol, Policies and Standard Operating Procedures

The Operator shall keep the County informed at all times of the status of major projects; non-routine tasks/activities, and major decisions as they are made, and as they relate to the execution of contracted services.

The Operator shall establish and implement written protocol, policies and procedures that comply with all standards and requirements of the contract, and shall conduct an annual review of its protocol, policies and procedures. All such protocol, policies and procedures shall address the Water Reclamation Facilities and Pump Stations; the management staff, the technical staff and the administrative staff.

A draft of the protocol, policies and procedures shall be submitted to the County for review and approval within sixty (60) days after Notice of the Award and must be implemented within 30 days after the County's approval.

A yearly revision shall be due on 31st of January.

3.3.6 Continued Educational Training

The Operator must provide continued education in modern wastewater treatment plant operation, maintenance and safety standards as described in Exhibit 4-Facilities Plans.

3.3.7 Emergency Services

The Operator will be responsible for developing Emergency Response and Disaster Preparedness Plan for the Water Reclamation Facilities and Pump Stations pursuant to Exhibit 4 Facilities Plans -.

All emergencies will be reported verbally as per Section 3.2.17 of this section, with particular attention to minimize the elapsed time between the call for assistance and the arrival of trained personnel and the need for corrective action. A written report of any emergency situations shall be submitted to the County Contract Operations Administrator or duly appointed representative within five (5) working days of the incident.

In the event of any personal injury accident in connection with the contract, the Operator must verbally notify the County immediately and provide all known facts regarding the accident. A written report of any personal injury will be submitted to County Contract Operations Administrator within five (5) working days of the incident per Section 3.2.17 of this section.

The Operator shall notify Fulton County and all other required Authorities when the quality of the discharge exceeds the discharge limitations as stated in the NPDES Authorization to Discharge or when a sewage spill occurs, and will be responsible for all notifications and all related cost including subsequent monitoring cost. Notification of violation of discharge limitations or sewage spills shall be within one (1) hour of knowledge by the Operator. Operator shall review all current permits and consent orders for current monitoring requirements.

3.3.8 Job Safety

Operator shall develop a safety plan and initiate a program to comply with all provisions applicable to the Occupational Safety and Health Act, as enforced by the U.S. Department of Labor and to require all employees to comply with the law and all regulatory State and/or local laws affecting job safety.

3.3.9 Waste

The Operator shall be responsible for transporting excess bio-solid from the Little River WRF to the Big Creek WRF for dewatering; and transporting dewatered and/or non-dewatered bio-solids from the Big Creek WRF, Johns Creek WRF and Johns Creek Environment Campus (JCEC) for disposal in accordance with applicable regulations and requirements.

The Operator shall be responsible for transporting refuse, grit, screenings, surplus equipments and other non hazardous wastes from all the WRFs and the pump stations for disposal in accordance with Federal, State and local applicable regulations and requirements.

The Operator shall be responsible for the proper storage, removal and disposal of all hazardous waste generated during the treatment and /or operation and maintenance of the facilities. Such removal and disposal shall be in accordance with all applicable local, State and Federal rules, regulations and code. The Operator shall maintain records on all hazardous materials, chemicals and waste products. The records shall contain the material's origins, use, transportation and ultimate distribution and disposal. The Operator shall provide training and management in accordance with laws and EPA regulations for employees in contact with and/or handling hazardous materials.

The Operator shall hold the County free of liability for any and all actions relating to waste disposal.

3.3.10 Laboratory Analyses

The Operator shall be responsible for daily analyses performed for the purpose of process control. The County will be responsible for laboratory analysis to determine if WRFs are operating in compliance with NPDES Permits. The Operator will collect all samples for NPDES permit compliance monitoring.

The Operator shall be responsible for Storm Water sampling and testing pursuant to General Storm Water permit, MS4 plan and /or any regulatory requirements.

3.3.11 Fines

Operator is responsible for any penalties, fines, suits, etc. as a result of the non compliance of permits, spills and applicable government regulations except to the extent as defined as an Uncontrollable Circumstance.

3.3.12 Professional/Public Relations

The Contactor shall be required to develop a Public Relations Plan within 45 days of commencement date.

The Operator must maintain professional, responsible and responsive working relationship with the staff of Fulton County, State and Federal regulatory authorities; suppliers of materials, utilities and services; the media and the public. The Operator is required to participate in Public Meetings as required by the County.

The Operator shall be required to be a Corporate Member of the Georgia Association of Water professionals to foster professional relationships within the industry.

3.3.13 Sludge Hauling and Dewatering Operations

The Operator will be responsible for management and payment of the solids dewatering, transportation and disposal operation at all treatment facilities in accordance with applicable regulations and requirements. The Operator will be required to develop reports regarding solids removal pursuant to all regulatory permits/regulations.

3.3.14 Security

The Operator shall be responsible for security for all facilities and maintain security systems including system hardware and software. Upgrades to the system shall be installed as necessary or as desired by the County to ensure proper levels of service. The Operator shall be responsible for all damage or injury to such properties caused by trespass, negligence, vandalism, theft, or malicious mischief of third parties.

The Operator shall give immediate notice of losses, take timely steps to mitigate extent of damages, i.e. preserve undamaged property, emergency measures; and present to Fulton County an estimated damage repair costs within 30 days.

3.3.15 Maintenance

The Operator shall preserve the Managed Assets and insure long-term reliability and efficiency of the facilities pursuant to Exhibit 3- Operation and Maintenance standards.

The County has allocated a significant maintenance allowance for each year of the Agreement. Repair and replacement expenditures will be funded by the Operator for all expenses for a single asset per occurrence totaling less than \$25,000 dollars. The County through the annual maintenance allowance will fund repair and replacement expenses of more than \$25,000 dollars for a single asset per occurrence after \$25,000 deductible.

Operator should take into account the level of commitment envisioned by the County to undertake such repair and replacements. Operators shall address in

their proposals how they intend to apply these budgeted amounts and how such budgets will be used to improve the Facilities.

All maintenance shall be in accordance with the proposed O&M plan and must reflect the provisions for maintenance set forth in Exhibit 3-Operation and Maintenance standards & Exhibit 4- Facilities Plans.

3.3.16 Odor Control

The Operator shall operate and maintain the Managed Assets in a manner that minimizes odors at Managed Assets boundaries and so that odors carried off-site do not prompt public complaints. The Operator's goal shall be to achieve zero odor complaints for the Managed Assets. The Operator shall comply with standards listed in Exhibit 3 and guarantees pursuant to Exhibit 2-Performance Guarantees.

3.3.17 Agreement

Upon award and formal execution of an Agreement, the Operator(s) will be bound to the terms and conditions and will perform the Services described in the Agreement. Operator should understand throughout the duration of the term of agreement, adjustments to the Scope of Services may be necessary.

3.3.18 Independent Operator, SubContractor/Sub-Consultant

1. Operator will perform under an awarded Agreement as an independent entity and not as an agent or employee of the County.
2. Operator must secure written authorization from the County before awarding any contract in excess of \$50,000 to any SubContractor/Sub-consultant. Operator will be responsible for all aspects of performance under the Agreement and shall exercise the appropriate degree of control of, and accepts responsibility for, the performance of all of its SubContractors/Sub-consultants and Suppliers.
3. If Operator deems any SubContractors/Sub-consultants, e.g. sludge hauling, process chemicals, pump stations/plant maintenance, essential to the execution of the Services requested by this RFP, Operator must: [i] specifically identify those SubContractors/Sub-consultants in its response to this RFP by name, address, telephone and facsimile number and individual contact; [ii] provide a detailed description of the portion of the Services each SubContractor/Sub-consultant will perform; and [iii] provide a detailed explanation as to why each particular SubContractor/Sub-consultant is essential to this Services.

-
4. Even if an award of contract is authorized by County, Operator will be fully responsible for the performance of that SubContractor/Sub-consultant in every respect. In the event of a default or defective performance by any SubContractor/Sub-consultant, Operator is obligated to manage the Services, cure any defects and replace that SubContractor/Sub-consultant if necessary, at no additional cost to the County.
 5. No contractual relationship between the County and any Operator's SubContractor/Sub-consultant is created by an authorization of award of the County for use under the Agreement

3.3.19 Transition of Service

Proposal shall include a transition plan describing how the Operator intends to assume the O&M of the facilities. Fulton County anticipates acceptance of JCEC in November 2009. The successful proposer shall be required to commence services pursuant to agreement by October 1, 2009 at JCEC only. This thirty (30) days transition period is designed to familiarize Operator with the facility to ensure smooth and uninterrupted transition from Design/Build Operator. Full O & M should then commence in November 2009.

The successful Operator shall provide staff onsite to all other Managed assets on April 1, 2010 for two months transition and familiarize with facilities for complete transition on June 1, 2010.

Proposers are required to provide cost proposals for the Johns Creek Environmental Campus (JCEC) transition period, which is anticipated to begin November 2009 until May 31, 2010. Fulton County anticipates awarding contract services initially for the transition period only with award of entire scope of work for the managed Assets to be awarded effective June 1, 2010. Johns Creek Environmental Campus (JCEC) has JCEC Influent Pump Station onsite and it is part of JCEC. The successful Operator needs to provide an initial transition plan to demonstrate how the Operator intends to ensure a smooth and uninterrupted transition from the Design/Build Operator to Operators' team.

The Transition Plan shall also include an Exit Plan in the event of non-renewal or termination of the contract. See Exhibit 6- Exit Transition Plan.

3.3.20 Licenses, Permits, Taxes.

The price or prices for the Services requested by this RFP shall include full compensation for all licenses, permits and taxes that the Operator is or may be required to pay to complete this Service. The County is a tax-exempt entity.

3.3.21 Termination Of Agreement

The County shall have the right to terminate any Agreement to be made hereunder for its convenience by giving the Operator 120 days prior Written Notice of its election to do so and by specifying the effective date of such termination. Further, provided an Agreement is awarded, if the Operator fails to fulfill any of its obligations, the Operator may, by giving Written Notice to the Operator, terminate the Agreement with said Operator for such default. If this Agreement is so terminated, the Operator will be paid for Services satisfactorily completed.

3.3.22 Termination for Default

Reason for Default:

- A. Performs Services that fails to conform to the technical requirements of the Agreement;
- B. Fails to make progress so as to endanger performance of the Agreement;
- C. Abandons or refuses to proceed with any of the Services, including any changes to the Services made according to Agreement;
- D. Fails to comply with any term of the Agreement;
- E. Fails to comply with the social programs of the County, including, but not limited to, its Equal Employment Opportunity and Equal Business Opportunity programs;
- F. Engages in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Operator's obligations under the Agreement; or reasonable grounds for insecurity arise concerning Operator's performance.

3.3.22.1 Notice of Default.

If Operator defaults, the County will notify Operator in writing of the nature of the default. If Operator does not cure that default within fifteen (15) calendar days from receipt of the notice, the County may, by Written Notice to Operator and without notice to Operator's sureties, if any, terminate in whole or in part, Operator's right to proceed with the Services and the County may prosecute the Services to completion by contract or by any other reasonable method deemed expedient by the County. The County may take possession of and utilize any data, designs, licenses, equipment, materials, plan, tools, and property of any kind furnished by the Operator and necessary to complete the Services.

3.3.22.2 Immediate Termination.

Agreement shall immediately terminate, without the requirement of any action on the County's part, if the Operator:

- A. voluntarily consents to an order for relief by filing a petition for relief under the laws of the United States codified as Title 11 of the United States Code;
- B. seeks, consents to or does not consent the appointment of a receiver, custodian or trustee for itself or for all or any part of its property;
- C. files a petition seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws or any State or other competent jurisdiction;
- D. admits in writing that it is generally not paying its debts as those debts become due;
- E. gives notice to any governmental body of insolvency or pending insolvency, or suspends operations;
- F. becomes insolvent as that term is defined under applicable fraudulent transfer or conveyance laws; or
- G. makes an assignment for the benefit of creditors or takes any other similar action for the protection or benefit of creditors.

3.3.22.3 Excess Re-procurement Costs.

Operator and its sureties, if any, will be liable for all costs in excess of the Agreement price for all terminated Services reasonably and necessarily incurred by the County in the completion of the Services, including cost of administration of any contract awarded to others for completion.

3.3.22.4 Termination for Convenience

Fulton County may terminate the O&M Contract for any reason by giving 120 days prior written notice to the Operator.

3.3.22.5 Transition Period after Termination or Expiration of O&M Contract.

If the O&M Contract is terminated or not renewed, all services shall continue to be provided by the Operator during a transitional period of up to 12 months, as directed by County. During the transitional period, the terms and conditions of the O&M Contract will apply.

3.3.23 PROFESSIONAL RESPONSIBILITY

- A. Operator shall secure at its own expenses, all personnel required to perform all Services to be completed under the Agreement.

- B. All Services required hereunder shall be performed by the Operator or under the direct supervision of Operator. All personnel engaged in the Services by the Operator shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such Services.

- C. None of the Work or Services covered by this Agreement shall be transferred, assigned, or subcontracted by Operator without the prior written consent of the County.

3.3.24 CHANGES IN SCOPE OF SERVICES.

The County may, from time to time, request changes in the Scope of Services to be performed by Operator hereunder. No such change, including any increase or decrease in the amount of the compensation, which may be mutually agreed upon by and between the County and Operator, shall be effective and enforceable until and unless a written amendment to this Agreement has been executed by both parties and attached hereto.

3.3.25 REPORTS AND DOCUMENTATION.

All reports, information, data, or other documents given to, prepared by or assembled by the Operator under this Agreement is the property of the County and shall be kept confidential and shall not be made available to any individual or organization by the Operator without prior written approval by the County's designated contract administrator. For the duration of this Agreement, all records generated by the Operator in the course of performing Services accordance with this Agreement shall be open to inspection and audit by County, or any person designated by County. Upon request of County, Operator shall provide all records and information in a format required by County within reasonable time but not later than five (5 days), except as requested under the Open Record Act as referred to in Section 3.3.26. Except as required by law, Operator's

obligations hereunder with respect to confidential information shall terminate with respect to any particular portion of the confidential information if and when: (i) it is in the public domain at the time of its communication; (ii) it enters the public domain through no fault of Operator subsequent to the time of the County's communication to Operator; (iii) it is communicated by the County to a third party free of any obligation of confidence; or (iv) Operator has the County's written permission.

3.3.26 RECORDS AND AUDIT.

Operator and its SubContractors shall be responsible for maintaining accurate records of all correspondence, documents, accounting records and other relative evidence. These records shall remain on file for a minimum of five (5) years. All records shall be made available to the County for review upon request. County may examine and request copy, at all reasonable times, with advance notification, of those records and accounts. Operator shall maintain all records in a central location on plants. County shall conduct O&M Audit as described in Exhibit 3- Operation and Maintenance standards.

3.3.27 OPEN RECORDS ACT

The Georgia Open Records Act, O,C,G.A. Section 50-18-70 et seq., applies to this Agreement. The Operator acknowledges that any documents or computerized data provided to the County by the Operator may be subject to the release to the public. The Operator also acknowledges that documents and computerized data created or held by the Operator in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Operator shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Operator shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Operator. The Operator shall promptly comply the instructions or requests of the County in relation to responding to Open Records Act requests.

3.3.28 COMMERCIAL ACTIVITIES.

Neither Operator nor its employees may establish any commercial activity or issue concessions or permits of any kind to third parties for establishing activities at the County.

3.3.29 DECREASES IN SCOPE OF SERVICES

County may decrease the Services during the term or any extension or renewal of the Agreement. In the event County decreases the scope of any Services, County will provide Operator a minimum of thirty (30) days prior written notice, describing in that notice the specific Services decreased. Upon notification of a decrease in any Services, Operator shall:

-
- A. Immediately discontinue the decreased Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the decreased Services;
 - B. Inventory, maintain and turn over to County all data, information, documents, work product and property furnished by Operator or provided by County for performance of the decreased services.
 - C. Cooperate with the County in the transfer of data, information, documents, work product, and property and disposition of decreased Services in progress so as to mitigate damages;
 - D. Comply with other reasonable requests from County regarding the decreased Services
 - E. Continue to perform, in accordance with all of the terms and conditions of this Agreement, that portion of the Services remaining
 - F. Decrease cost to the County proportionate to the decrease in scope of the service.

3.3.30 NON-CONFORMING SERVICES

- A. **Corrective actions by Fulton County.** If during its performance of services under the O&M Contract, the Operator is notified by the County to correct defective or nonconforming services, and the Operator states or by its action indicates that it is unable or unwilling to proceed with corrective action in a reasonable time, Fulton County may correct the non-conforming services and back-charge the Operator for all costs incurred. Furthermore, if the County agrees to or is required to perform services for the Operator, the County may perform those services by the most expeditious means available and invoice in 30 days or deduct from subsequent invoices.
- B. **Back-charge not Release.** Fulton County will separately invoice or deduct from payment otherwise due to the Operator any back-charge costs. Fulton County right to back-charge is in addition to any and all other right and remedies provided in the O&M Contract or by law. The performance of back-charge services by Fulton County will not relieve the Operator of any of its responsibilities under the O&M Contract, including, but not limited to, express or implied warranties, specified standards for quality, contractual liabilities, indemnifications or meeting of any schedules for the services required by the O&M Contract.

3.3.31 NO TOTAL FACILITIES SHUTDOWN PERMISSABLE

The Operator must ensure that the total system is not to be shut down for any period of time due to strikes, lock-outs or labor problems.

3.3.32 MAINTENANCE ALLOWANCE

The County shall fund a County held account for each contract year in the amount of \$1,700,000.00, which fund shall be available to the County and to be used by County for payment to the Operator for the work directed by the County as it determines in its sole discretion.

The Operator shall not have any right to any funds in such account. The maintenance allowance shall be used for the repair and/or replacement exceeding \$25,000.00 for the following managed assets:

MAINTENANCE ALLOWANCE

Managed Assets

- Plants O&M \$1,200,000
- Pump Stations O&M \$ 500,000

3.3.33 CONTINGENCY ALLOWANCE

The County shall fund a County held account for each contract year in the amount of \$500,000.00 which fund shall be available to the County to pay County share of the costs of uncontrollable Circumstances and to be used by County for payment to the Operator for the work other than contract services determined by the County in its sole discretion. The Operator shall not have any right to any funds in such account under any circumstances.

3.3.34 FULTON COUNTY WILL BE RESPONSIBLE FOR THE FOLLOWING:

1. Provide all land, installed equipment, capital improvements, building, Structures, and facilities under its ownership and presently located at the facility sites and all process equipment as specified in the Vendor Information Package. All such item shall be and remain the property of the County. Any and all equipment installed and provided by Fulton County at the beginning of the agreement remains the property of Fulton County.
2. Obtain and maintain existing easements, licenses, and permits.
3. Make capital expenditures for expansion, upgrade, and replacement of Facilities. (Operator will assist in determining the necessary cost for expenditures, when required.)

-
4. Maintain the sewer lines to the sites and to other jurisdictions so as to provide Necessary transport of wastewater.
 5. Perform all functions and retain all responsibilities and obligations related to the sites not expressly assumed by the Operator.
 6. Have title to and right to inspect and copy operation, maintenance, laboratory Records, and other related records to include any electronic records developed by the successful Operator in performance of the Contract.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate Proposer understands of the Project and ability to meet the contract requirements.

Section 1 - Executive Summary

The executive summary shall include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns (Maximum 5 pages). The executive summary shall provide a concise overview of Proposer solution for Fulton County. Additionally, it should include the firm's background and qualifications, firm's financial stability and overall organization, and why firm the best value choice is for the County. Include any other information the Proposer feels relevant. Include a brief statement of approach to the work, understanding of the Project's goals and objectives and demonstrated understanding of the Project's potential problems and special concerns. The Proposer shall state any exceptions taken to any part of the RFP in a separate section titled "EXCEPTIONS." The specific portions to which exception is taken shall be identified and explained. It shall be understood that any exceptions may be used by the County as grounds for rejection of Proposal.

Section 2 – Project Plan

2.1 Technical approach

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks and any other information that will assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used.
3. Description of project deliverables.
4. Operator shall submit a well-developed technical approach, project plan,

operation & maintenance plan, repair and replacement plan, odor mitigation plan incorporating quality control/quality assurance measures to Fulton County Waste Water facilities to insure regulatory compliance and system reliability while managing the assets to provide maximum efficiency and to preserve lifecycle time. For each phase of that technical approach, describe how the requirements and objectives can be met. As part of this technical approach, please address all relevant subjects as you perceive them, and specifically address the following.

- A. Describe how the Operator would execute and administrate the project.
- B. Describe your understanding of this specific project, your approach to achieving Fulton County goals, how successful experiences at other locations may be applicable to this project, etc
- C. Discuss the benefits of your approach, when compared to the current and future operations, and detail any near-term and long-term proposed process and facilities improvements projects. The project cost impacts of any proposed changes/improvements must be detailed in the Cost Proposal section.
- D. Discuss how the Operator's business plan relates to compatibility with Fulton County business plan. (See Fulton County Business Plan-Exhibit 13 on CD).
- E. Discuss the approach for transition from existing Johns Creek WRF to new Johns Creek environmental campus.
- F. Discuss approach to satisfy Fulton County sampling standards.
- G. Identify the method for equipment and material inventory.
- H. Discuss the following plans per Exhibit 4
 - i. Customer service
 - ii. Emergency response and disaster preparedness plan
 - iii. Staffing plan
 - iv. Training plan
 - v. Operation and maintenance plan
 - vi. Safety and security plan
 - vii. Odor and noise control plan
 - viii. Septic handling plan
 - ix. Annual equipment performance testing
 - x. Public relation plan
 - xi. Public education and community out reach

2.2 Alternate Project Plan

Alternate Project Plan proposals must conform to all requirements identified within scope of work. Alternate proposal must be limited to 5 pages.

Section 3 – Project Team Qualifications/ Qualifications of Key Personnel [Required]

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager, Plant Manager and Maintenance Manager.
2. The Project Manager must meet the following experience requirements:
 - Current State of GA class I Waste Water Operator's certification
 - Minimum of ten (10) years experience in operation and maintenance of waste water facilities comparable in size and scope to Fulton County facilities
 - Five (5) years experience in management role in the operation and maintenance of waste water facilities
3. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background
 - Current and Past Relevant Experience
 - Relevant Training
 - Courses completed during past five (5) years
 - Include two (2) references for each key personnel member on similar projects.
 - Include the role and responsibilities that each key personnel member will perform on this project.
4. A project organization chart should be prepared to illustrate the individuals with their specific project tasks. Organization chart shall name the Project, Maintenance and Plant Manager that shall be committed solely to the project, the staff and positions and structure of the O & M Team that will be responsible for day to day operation and maintenance. If the staff changes are planned after one year, changes must be clearly defined in a long term organization chart with staff and positions.

Section 4 – Relevant Project Experience

Describe the experience by individuals or the firm(s) which is relevant to this project.

Example projects should demonstrate that the Operator meet the following set of minimum experience criteria:

1. Ten (10) or more years of combine O&M experience of all firms submitting proposals, with specific experience in providing O&M for large sized municipal wastewater treatment plants and tertiary or higher level of treatment and similar sized pump stations. Each participating firm shall have a minimum of five (5) years of similar O&M experience.
2. Provide a minimum of five (5) reference project for municipal wastewater treatment plants with treatment capacity of Large Municipal Waste Water treatment Plants, greater than 10 MGD with conventional tertiary or higher treatment level. Only projects in the United States and North America will be considered to meet this requirement.
3. At least one of the reference projects must have been operated by the Operator continuously for five (5) or more years.

For each of the 5 reference projects cited, please provide the following information.

- 1 Project Name and Location
2. Contract start and end dates and dates for all renewals
3. Client Name and Point of Contact (including address, phone number, fax number, and email address, where appropriate.
4. Detailed description of the facilities operated and details of municipal waste water collection system pump station maintained & operated with flow capacity exceeding one MGD.
5. Detailed description of the work of the Operator on this project
6. Accomplishment in terms of cost savings, capital or other improvements implemented and awards.

Section 5 - Environmental Compliance Record

For each of the 5 reference projects cited in **Relevant Project Experience**, please provide the following information:

1. Listing of all permit/regulatory violations including odor and Noise complaints associated with the wastewater system operations.
2. Complete listing of all incidents where contract requirements were not met. This includes odor and noise. Also include all the incidents where service fee

were reduced for failure to meet contract requirements.

Section 6 – Proposer Financial Information

Proposers financial statements will be reviewed. The review will focus on the Proposer's Statement of Income, Balance Sheet and Cash Flow Statements.

The following documentation and statements are required. Failure to provide the required submittals shall result in your firm receiving a "Fail" for the "Financial Responsibility" criteria for the Proposal Evaluation Criteria provided in Section 4.

Financial Statement/Capability

In order for the County to complete its financial review the following documentation is requested:

- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
- (3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.

Section 7- Location of Firm

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. In order to receive the Local Preference points of ten (10) points the Proposer must provide one (1) of the following supporting documentation to the Department of Purchasing & Contract Compliance:

1. Copy of occupational tax certificate (business license);
2. Copy of a lease or rental agreement;
3. Proof of ownership interest in a location within the geographical boundaries of Fulton County.

The term business location means a physical structure, office or suite but does not include a post office box or a temporary job or project site location. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or Partnership agreement including the business address of all members.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference.

3.5 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope**. 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

The Proposer is required to complete the Cost Proposal Forms provided in Exhibit 9 Price Proposal Form.

Alternate proposals may be submitted separately and will be considered for technical contents only. Alternate Cost Proposals shall be considered if the proposal is selected.

See Section 9- Exhibit 9 for Price Proposal Form.

Proposal shall be considered nonresponsive if Cost Proposal Form is not complete.

**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:

Evaluation Criteria	Weight
Project Plan	25%
Qualifications of Key Personnel	25%
Relevant Project Experience (Past performance on previous contracts)	15%
Environmental Compliance Record	10%
Financial Responsibility	5%
Location of Firm	10%
Cost Proposal	10%
TOTAL POINTS	100%

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Form A - Certification Regarding Debarment

Form B - Non-Collusion Affidavit of Bidder/Offeror

Form C - Certificate of Acceptance of Request for Proposal Requirements

Form D - Disclosure Form and Questionnaire

Form E - Declaration of Employee-Number Categories

Form F - Georgia Security and Immigration Operator Affidavit/Agreement

Form G – Georgia Security and Immigration SubContractor Affidavit

5.2 PROPOSAL FORMS DESCRIPTION

The following paragraphs present an overview of each Proposal Form required.

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form A, which certifies that neither it nor its SubContractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.2 Non-Collusion Affidavit of Bidder/Offeror

The Proposal shall include a copy of Proposal Form B, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form C, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

5.2.4 Disclosure Form and Questionnaire

Proposer shall complete and submit Form D, which requests disclosure of business and litigation.

5.2.5 Declaration of Employee-Number Categories

Proposer shall complete and submit Form E, which requests the employee-number category applicable to your company.

5.2.6 Georgia Security and Immigration Operator Affidavit and Agreement

Proposer shall complete and submit Form F, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

5.2.7 Georgia Security and Immigration SubContractor Affidavit

Proposer shall ensure that any SubContractor(s) that will be utilized for this project shall complete and submit Form G, SubContractor Affidavit.

FORM A:**CERTIFICATION REGARDING DEBARMENT**

- (1) The Offeror certifies that neither it or its SubContractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or SubContractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of Operators.

(a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, Operator, SubContractor or business corporation, partnership, limited liability corporation, firm, Operator, SubContractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, SubContractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a

period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) *Causes for Suspension.* The causes for suspension include:

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county Operator.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Operator shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- ii. Knowing misrepresentation to the county, of the use which a majority owned Operator intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a SubContractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2009

(Legal Name of Proponent)

(Date)

(Signature of Authorized Representative)

(Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

Form B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 2009__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

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.

FORM C: CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # _____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____, and/or appendices # _____ to # _____ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

Form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices 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?

Circle One: YES NO

If you have answered "YES" to any of the above questions, 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.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier SubContractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2009

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 200

(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM E: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your organization:

- 500 or more employees
- 100 or more employees
- fewer than 100 employees

Organization Name: _____

I certify that the above information is true and correct and that the classification noted is applicable for this Project.

Signed: _____

Printed: _____

Title: _____

Date: _____

FORM F: GEORGIA SECURITY AND IMMIGRATION OPERATOR AFFIDAVIT

Instructions:

Operators must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Operator Affidavit. The affidavit should be executed by Operators with 500 or more employees.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION OPERATOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Operator verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime Operator]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any SubContractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, Operator will secure from such SubContractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the SubContractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Operator further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the SubContractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of SubContractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 200__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any SubContractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such SubContractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All SubContractor affidavit(s) shall become a part of the contract and all SubContractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All SubContractor(s) affidavit(s) shall become a part of any Operator/SubContractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

By executing this affidavit, the undersigned SubContractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime Operator]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of SubContractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 200__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SECTION 6 CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and Operators doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private Operators or vendors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, Operator, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups. (Ex: subcontracting, joint venturing, etc.)
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime Operator **must** certify in writing and **must** document on the Exhibit G Form (Prime Operator/SubContractor Utilization Report) that all SubContractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime Operator prior to receipt of any further progress payments). In the event the prime Operator is unable to pay SubContractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Operator shall pay all SubContractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of

payment from Fulton County. In no event shall a SubContractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended SubContractor Utilization
- Exhibit D – Letter of Intent to Perform as a SubContractor or Provide Materials or Services
- Exhibit E – Declaration Regarding SubContractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Operator’s SubContractor Utilization Report

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

_____ Title _____ Firm Name
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if SubContractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the SubContractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder/Proposer _____
SubContractor

Submitted by: _____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all SubContractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.
3. Sub-Operators (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRATOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

--

Total Dollar Value of SubContractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-Operator utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Operator's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known SubContractor and submitted with the bid/proposal. The Prime Operator **must** submit Letters of Intent for **ALL** known SubContractors at time of bid submission.

To: _____
(Name of Prime Operator Firm)

From: _____
(Name of SubContractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(SubContractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) **Name of Business:** _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) **Name of Business:** _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) **Name of Business:** _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20____, before me,
appeared _____, the undersigned officer, personally
appeared _____, known to me to be the person
described in the foregoing Affidavit and acknowledges that he (she) executed the
same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME OPERATOR/SUB-OPERATOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime Operator, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME OPERATOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
TOTAL AMOUNT REQUISITION TO DATE: \$ _____
TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Operator	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date Ending Date	
TOTALS						

Executed By: _____

(Signature)

Nortary: _____

Date:

(Printed Name)

My Commission Expires: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

SECTION 7**Insurance and Risk Management Provisions
Public Works (Operation and Maintenance)**

It is Fulton County Government's practice to obtain Certificates of Insurance from our Operators and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Operator/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$1,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000

Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	
\$100,000		

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each	Occurrence
\$1,000,000		
(Including operation of non-owned, owned, and hired automobiles).		

4. UMBRELLA LIABILITY

(In excess of above noted coverages)	Each	Occurrence
\$5,000,000		

6. PROFESSIONAL LIABILITY

\$5,000,000		Per Claim/Aggregate
(To be provided when the Contract includes specified Professional Services, and will be written with all Environmental/Pollution exclusions deleted).		
Extended Reporting Period 3-5 Years		

7. OPERATORS POLLUTION LIABILITY

\$10,000,000	Each	Occurrence
--------------	------	------------

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Operator agrees to name the Owner and all other parties required of the Operator/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured SubContractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Operator or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the “Certificate Holder” as follows:

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

Important:

It is understood that **Insurance in no way Limits the Liability of the Operator/Vendor.**

USE OF PREMISES

Operator/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Operator/Vendor will adequately protect its own work from damage, will protect Fulton County Government’s property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Operator/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Operator/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Operator/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, SubContractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney’s fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Operator/Vendor, its

directors, officers, employees, SubContractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Operator/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Operator/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, SubContractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Operator/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Operator/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE OPERATOR/VENDOR'S BUSINESS. TO THE EXTENT THAT OPERATOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

OPERATOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE OPERATOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING OPERATOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____