

# Johns Creek Environmental Campus

## Design/Build Request for Proposals



DEPARTMENT OF PUBLIC WORKS

Proposals Due:



PARSONS PM TEAM

Program/Construction Management

Parsons • PMCM International • USInfrastructure

VOLUME 1 - RFP

Project/WBS#



FILE COPY

Date: 10/20/04

Meeting  
 Other:

# *FULTON COUNTY, GEORGIA*

## REQUEST FOR PROPOSALS

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### *John Creek Environmental Campus*

### *Design/Build Project*

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RFP NO 03RFP376K.

Pre-Proposal Conference Date/Time: Aug 25, 2004 at 10:30 AM Legally Prevailing Time

Proposals Due Date/Time: October 11, 2004 at 11:00 AM Legally Prevailing Time



**FULTON COUNTY**

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**REQUEST FOR PROPOSALS**

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VOLUME 1

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**JOHNS CREEK ENVIRONMENTAL CAMPUS  
DESIGN/BUILD REQUEST FOR PROPOSALS  
LISTING OF VOLUMES**

**VOLUME 1.....RFP--SECTIONS 1-6  
TECHNICAL AND PRICE PROPOSAL FORMS**

**VOLUME 2.....DEFINITIONS & DESIGN/BUILD CONTRACT**

**VOLUME 3A..... .APPENDICES 1-15**

**VOLUME 3B..... APPENDICES 16-20**

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## SECTION 1 INTRODUCTION

### 1.1 OVERVIEW

Fulton County, Georgia (County) is constructing a new wastewater advanced treatment facility, the Johns Creek Environmental Campus (JCEC). This facility will use an activated sludge treatment process using a Membrane Bio-reactor (MBR) as the major treatment process technology. The JCEC will be designed and constructed as a Design/Build project (D/B Project) and will be located at Land Lots 883 and 884 on Holcomb Bridge Road, Roswell, Georgia (new site). The plant will be designed for a maximum 30-day average flow rate of 15 million gallons per day (MGD).

The County is implementing the D/B Project in two phases. Phase 1 was the selection of Zenon Environmental Inc. as the Membrane System Supplier (MSS) to supply the MBR technology for the JCEC. Zenon's proposal is the MSS Scope of Supply and includes the Fixed Membrane System Price, delivery schedule, warranty and other terms and conditions. This MSS Scope of Supply is provided with this Design/Build Request for Proposals (D/B RFP) as Appendix 16. The Fixed Membrane System Price is an allowance in the Fixed Design/Build Price (Price Proposal Form 1).

Phase 2 is the award of the D/B Contract to design and construct the JCEC to the successful Proposer (D/B Company) in response to the D/B RFP. The D/B Company will be required to include the already selected MSS scope of supply in the design and construction of the JCEC. No substitution to the MSS selected in Phase 1 will be considered for Phase 2 of this project. Both the D/B Company and the selected Membrane System Supplier will be required to execute the subcontract for the MSS scope of supply for the JCEC by the Contract Date as accepted by the County. The subcontract is attached to the D/B Contract.

Through the issuance of this D/B RFP, the County is soliciting Proposals<sup>1</sup> from qualified Proposers for design and construction of the JCEC.

<b>County</b>	Fulton County, Georgia
<b>D/B Company</b>	The Selected Proposer with whom the County executes the Design/Build Contract
<b>Membrane System Supplier Zenon Environmental Inc.</b>	The entity, which the County selects, based on the Proposal evaluation process that provides the Membrane System Scope of Supply. The Membrane System Supplier will provide its scope through an allowance to the Design/Build Project. The County has selected Zenon Environmental Inc as the Membrane System Supplier.

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<sup>1</sup> See the Definitions section for definition of terms used in this RFP.

<b>Membrane Bioreactor or "MBR"</b>	The technology selected for the New Plant that will provide a portion of the wastewater treatment process. The MBR includes the Membrane System, the basin design and arrangement, and other related equipment.
<b>Design/Build Project</b>	The Design/Build Work necessary for the D/B Company to meet the obligations of the Design/Build Contract, including the construction of New Plant and the expansion and/or upgrade of the Existing Facilities for the Existing Plant to meet the needs of the Johns Creek Service Area described in the D/B RFP.
<b>Design/Build Contract</b>	The entire and integrated agreement (including Appendices) between the County and the D/B Company concerning the Design/Build Project.

Proposals provided in response to this D/B RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the D/B Contract to the most advantageous D/B Company based on the cost and the evaluation factors set forth in the D/B RFP.

The D/B Company will be required to guarantee, using the Technical Proposal Form 1 in Section 6, that it will successfully enter into the "Subcontract For The Membrane System For Johns Creek Environmental Campus" with the MSS selected in phase I of the Design/Build Project by the Contract Date. The "Subcontract For The Membrane System For Johns Creek Environmental Campus" is provided as an attachment to the D/B Contract. The Design/Build Bid Bond will secure this guarantee.

**Bid and Contract Security:** A Design/Build Bid Bond for an amount equal to five percent (5%) of the Fixed Design/Build Price must accompany each Proposal. The Design/Build Bid Bond shall be submitted in a separate, sealed envelope marked "Bid Bond".

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the governmental entity, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

An officer of the Fulton County negotiating the contract on behalf of Fulton County shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval shall be obtained

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prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the obligee:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;
- (2) Any corporation surety is not longer certified or approved by the Commissioner of Insurance to do business in the state; or

For any cause there are no longer proper or sufficient sureties on any or all the bonds the obligee may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the obligee, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the obligee may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

As a condition of responsiveness the Proposal must contain a Design/Build Bid Bond for an amount equal to 5% of the Fixed Design/Build Price. The Design/Build Bid bond shall be included in a separate envelope marked on the outside "Bid Bond". Checks or letters of credit of any type will not be accepted, except a certified cashier's check would be acceptable. Provide a completed and fully executed AIA Document A310. When the proposal package is opened, a purchasing agent will verify the presence of the Design/Build Bid Bond and remove it from the Proposal Package.

If the Proposer withdraws its Proposal from the competition after the selection of its Proposal for a reason not authorized by Georgia law, or if the successful Proposer fails to execute the "Subcontract For The Membrane System For Johns Creek Environmental Campus" with the selected MSS by the Contract Date, the County will proceed on the Design/Build Bid Bond, along with any other available remedies.

The Surety of the Design/Build Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the Fixed Design/Build Price. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for proposers who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## **1.2 NOTICE OF POTENTIAL RELATED PROJECTS**

The following projects are related to the Johns Creek Environmental Campus project and the Proposers on this RFP need to understand how these projects fit into the long term plans of Fulton County to provide wastewater treatment capacity to the Johns Creek Basin and the North Fulton area. The County will be issuing separate solicitations for some of the

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following projects related to the D/B Project. The County may seek other contracts to perform related work outside the scope of the D/B Project.

1. Preliminary site preparations and boundary landscaping services of the JCEC site in preparation of the D/B Project.
2. The permitting, design, construction, start-up and equipment testing and acceptance testing of the non-potable reuse water distribution system for the Johns Creek Service Area. This will include several pipeline projects which will ultimately connect the existing re-use system to the Johns Creek Environmental Campus. The JCEC re-use water pump stations, as specified in this RFP, will be part of the scope of work of the D/B Project.
3. The decommissioning, demolition, and removal of the existing facilities at the Johns Creek WPCP, 8100 Riverbirch Drive, Roswell, Georgia, not associated or part of the Design/Build Project and the return of the resulting open space to natural areas as per regulatory requirements. This will occur after the JCEC is complete.
4. The operation of the 5.0 MGD Cauley Creek Wastewater Reclamation Facility (WRF) by a private contractor. Cauley Creek is a joint private-public partnership and has contracted with Fulton County to treat a portion of the wastewater in the Johns Creek Basin.
5. Various sewer and trunk-line projects within the Johns Creek Basin that might involve the flow of sewage to the existing plant or the new plant.

The purpose of the brief descriptions of the related projects is to summarize the intentions of the County. The above list does not serve as a guarantee of projects that will be executed by the County.



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## SECTION 2 GENERAL INFORMATION

### 2.1 COUNTY OBJECTIVES

In selecting the D/B Company for the D/B Project, the County seeks to accomplish the following goals and objectives. These goals and objectives will be a part of the consideration in the relative evaluation of each proposal. The evaluation criteria found in Section 5, by which these goals and objectives will be evaluated against are listed after the goal/objective in parentheses.

1. Utilize the private sector's expert approaches to cost-effectively construct and substantially increase the capacity and capabilities of a treatment facility serving the Johns Creek Service Area. (experience, design capability, construction capability, completeness and organization)
2. Improve the water quality of the Chattahoochee River basin by meeting more stringent effluent requirements (technical approach, compliance with performance guarantees).
3. Construct a quality JCEC whose useful life will be substantial by specifying Minimum Technical Requirements. (redundancy and reliability, layout, footprint, and expandability, chemical/utility requirements)
4. Construct a JCEC that will be amenable to safe, effective, flexible and reliable operation by the County or a contract operator at a reasonable cost in compliance with Applicable Law. The D/B Project will include administration, control, laboratory, educational and facilities. (redundancy and reliability, operability and maintainability, life cycle cost)
5. Construct the JCEC such that it will provide high water quality to meet the County's March 2000 resolution to implement a beneficial urban water reuse program. (design capability, compliance with performance guarantees)
6. Obtain long-term performance, reliability, and flexibility from the JCEC, which will allow improved and upgraded services. (design capability, redundancy and reliability)
7. Aggregate responsibility for all aspects of the D/B Project to a single party. (financial strength and business arrangement, experience, guarantor)

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8. Gain widespread and informed community acceptance and support for the necessary D/B Project by solicitation of input, regular communication, and information sharing with key community stakeholders. (non-economic benefits of proposed technical approach, architectural design)
  9. Assign risks of the D/B Project to the party best able to manage those risks. (Terms and conditions, risk assessment, delivery schedule, exceptions to the requirements.)
  10. Provide compatibility with state and regional objectives, such as those outlined in the Chattahoochee River Basin Management Plan and by the North Georgia Metropolitan Water Planning District (Non-economical benefits of the technical approach).

This procurement will help the County to meet these objectives by utilizing the resources and creativity of the private sector to obtain desired reliability, redundancy and cost savings. Proposers must submit a Proposal in accordance with the requirements set forth in this D/B RFP. The Proposal must include a Fixed D/B Price for a D/B Project that satisfies all requirements of this D/B RFP.

## **2.2 THE D/B PROJECT SCOPE OF WORK**

This section describes generally the scope of work and performance guarantees the County is seeking in this RFP. The Proposer should carefully review the RFP including the Draft D/B Contract, Appendices and all addenda to this RFP to fully understand the scope of work desired by the County, and to determine the best approach to meeting the County's objectives.

### **2.2.1 Company Sole Responsibility for Contract Services**

The D/B Company shall be solely responsible for performing all of the contract D/B Work. No conceptual design information or technical requirements contained in this RFP shall relieve the D/B Company of responsibility for designing and constructing the D/B Work to meet the contract requirements nor shall the inclusion of such information or requirements provide any recourse whatsoever against, or give rise to any liability of, the County, the County Board of Commissioners, County employees or agents, or consultants or attorneys for the County.

### **2.2.2 Design/Build Guarantees**

The D/B Contract will obligate the D/B Company to comply with several specific Design/Build Guarantees. Depending on the specific incidents, failure to meet these Design/Build Guarantees may result in liquidated damages, claims against the

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performance bond, withholding of payment or claims against retainage, or draws against the D/B Company's letter of credit. The Design/Build Guarantees, damages, termination provisions, and other contract mechanisms are specified in the D/B Contract. There is additional information in Appendix 18, Risk.

- Fixed Design/Build Price
- Effluent Quality Guarantee
- Odor Control Guarantee
- Construction Schedule Guarantee
- Operational Cost Guarantees
- Noise Guarantee

### **2.2.3 Additions and Deducts from the Fixed Design/Build Price**

The Fixed Design/Build Price may also include additions or deduct amounts which shall be applicable in the event that specific design/build options are added or eliminated at the discretion of the County or due to regulatory requirements for any portions of the D/B Work. These options are listed on Price Proposal Form 3.

### **2.2.4 Design/Build Work Overview**

The following is a general description of the scope of work for the design and construction of the JCEC. This scope of work contains the major goals and functional elements of the project, but is not intended to be an all-inclusive list of the scope of work of the D/B Project. Refer to Appendix 2 for a more detailed description of the D/B Work.

The proposed Johns Creek Environmental Campus includes construction of an entirely new, advanced wastewater treatment facility with a plant capacity of 15 mgd on a site near the existing plant. The proposed site is mostly above the flood plain compared to the existing site that is within the flood plain. When the new plant is completed and the existing plant retired, the impervious area within the River Corridor will be reduced. The existing structures will be demolished and removed with the exception of the influent pump station and the diversion pump station such that green space is restored immediately adjacent to the Chattahoochee River.

The Scope of Work involves construction of a new MBR, activated sludge, advanced wastewater treatment plant. The entire process train and all related process equipment are to be covered or housed entirely within the new buildings. The JCEC will produce treated water quality that meets or exceeds Georgia Urban Water Reuse standards as well as the Metro discharge standards that have been established for the Atlanta metropolitan area. The

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JCEC is in close proximity to a number of large irrigation users and the County has an excellent opportunity to reduce both potable water usage and the surface water discharge by providing highly treated effluent for irrigation. The proposed plant's discharge is divided into two independent sections, one 15 MGD average for reuse and the other a 20 MGD average surface water discharge to the Chattahoochee River. There will be sufficient interconnections to provide for reliability. During periods when there is low demand for reuse water, the facility will meet the surface water discharge criteria (the Metro Standard).

Specific Illustrations of the Scope of Work for the JCEC are, but are not limited to:

- The design and construction of a 15 MGD average wastewater treatment plant on the New Site on Holcomb Bridge Road.
- The major component of the treatment process is the Membrane Bio-Reactor (MBR) system as described in the selected Membrane System Supplier's (Zenon Environmental Inc.) Proposal to the County, Appendix 16. The County will not accept any other MBR or any other technology as an alternative to the selected MSS's scope of supply.
- Design conditions as presented in Appendices 2, 5A, and 5B. This encompasses the design of the plant to meet, as a minimum the Metro Standards, as presented in the Metropolitan North Georgia Water Planning District (MNGWPD) Short and Long Term Wastewater Plans. Also the design shall meet the discharge parameters of the Urban Re-Use Water Standard.
- The non-operational interior spaces and the exterior architectural and landscaping features of the design as presented in Appendices 3 and 4. The final architectural design of the buildings will be presented to the City of Roswell Design Review Board for its review and comments. Additionally, the design should include an educational use space as presented in Appendix 4.
- An effluent/re-use water pump station with a capacity for the JCEC and Cauley Creek WRF peak day flows. The pump station must have the capability to pump JCEC peak day flows to the re-use system and receive Cauley Creek WRF peak hr. flows from the re-use system, and to discharge both the JCEC and Cauley Creek WRF peak day flows to the plant outfall.
- The plant is being constructed in close proximity to a residential area. The plant must not produce odors, it must not generate noise above the ambient levels, and its

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exterior lighting must be subdued and directed towards the plant. The specifications for these requirements are contained in Appendix 2.

- For aesthetic reasons and to improve odor control, the entire plant must be enclosed. Process operations must not be visible from the exterior of the building or from above the buildings. All process operations must be covered, and where appropriate, provide efficient and effective odor control.
- The exterior landscaping should center around the historical road that runs through the property. This road and the main entrance area to the plant should be the center of the theme of the landscaping design. The use of water features utilizing the high quality effluent from the plant is also encouraged.
- The design must consider the location of the current plant, the wastewater that flows by gravity to the current location, the location of the outfall of the plant and the influent pump station and the diversion pump station located at the existing plant site.
- Design and construct an emergency power generation system for the Johns Creek Environmental Campus and the Riverside Drive Pump Station. The contractor is to provide ten (10) year maintenance and service agreement for each of the two systems.
- Design and Construct the JCEC within the schedule period..

## **2.3 BACKGROUND**

### **2.3.1 Fulton County**

Fulton County encompasses approximately 535 square miles in North Georgia and is bordered by 10 other counties. Within the County are 10 incorporated cities, including the City of Atlanta. The County consists of three distinct regions, North Fulton, Sandy Springs, and South Fulton. These regions are defined as follows:

- North Fulton – The region north of the Chattahoochee River including the cities of Roswell and Alpharetta.
- Sandy Springs – The region south of the Chattahoochee and north of Atlanta City limits including the area of unincorporated Sandy Springs.
- South Fulton – The region south of the Atlanta City limits including the cities of Palmetto, Union City, Fairburn, College Park, Hapeville, and East Point.

Figure 2-1 shows the County map and identifies the different County regions and city locations.



### Legend

- |   |                                |                            |
|---|--------------------------------|----------------------------|
| ★ | Water Pollution Control Plants | Little Bear Service Area   |
| ● | Big Creek Service Areas        | Little River Service Area  |
| ● | Camp Creek Service Area        | R. M. Clayton Service Area |
| ● | City of Atlanta                | R. L. Jackson Service Area |
| ● | Johns Creek Service Area       | R. L. Sutton Service Area  |
| ○ | Unsewered                      | Utoy Creek Service Area    |
|   |                                | Cauley Creek Service Area  |

Scale:

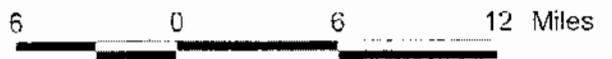


Figure Title

Figure **2.1**  
Wastewater Service Areas

Source:

Modified from Fulton County 2020 Water and Wastewater Master Plan

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The County's Department of Public Works is responsible for the provision and oversight of wastewater services within the County, except those provided by individual cities.

### **2.3.2 Johns Creek Water Pollution Control Plant (Existing Plant)**

The Johns Creek WPCP is located at 8100 Riverbirch Drive in Roswell. The plant site, which covers approximately 15 acres, and service area are shown on [Figure 2.2](#). The plant was originally constructed in 1980 with an average daily design capacity of 5 mgd. The plant was expanded in 1992 to a design and permitted discharge capacity of 7 mgd by the addition of two (2) package treatment units (1.0 mgd each). The plant discharges to the Chattahoochee River downstream of the confluence of Johns Creek and the Chattahoochee River. The plant currently serves approximately 27 square miles or 26 percent of the sewered area in North Fulton.

### **2.3.3 Johns Creek Collection System**

The collection system consists of two primary interceptors located along Johns Creek and the Chattahoochee River, which convey flows from the northern portions of the service area to the Johns Creek WPCP located in the southern portion of the service area. Portions of the Johns Creek collection system date back to the 1960s. The system includes six pumping stations. The Old Alabama and the Chattahoochee III Pump Stations have the capability to divert up to 5.0 mgd to the newly constructed Cauley Creek WRF.

The Johns Creek Diversion Pump Station diverts flow from the Johns Creek WPCP to the Big Creek Service area. This station provides peak shaving during high flow events to keep the influent flow to the Johns Creek WPCP within its design capacity.

### **2.3.4 Cauley Creek Water Reclamation Facility (WRF)**

The Cauley Creek WRF is located on a 135-acre property in the northern section of Fulton County. The plant location and service area are shown on [Figure 2.2](#). It consists of a four-train 5.0 mgd biological treatment plant, a 45 mg reuse storage pond, a 4.5 mg lined reject pond, an irrigation pump station, 95-acre spray irrigation field, and 5,400 linear feet ("lf") of drip irrigation installed along Cauley Creek and the Chattahoochee River. The plant serves approximately 6 square miles or 6 percent of North Fulton's sewered area.

The construction and operation of this facility is the result of a public-private venture between the County and an operations contractor. The Cauley Creek WRF currently has a "cold weather" discharge. In addition, Cauley Creek WRF and Fulton County (see Wasteload Allocation (WLA) letter on data CD-ROM) have requested a

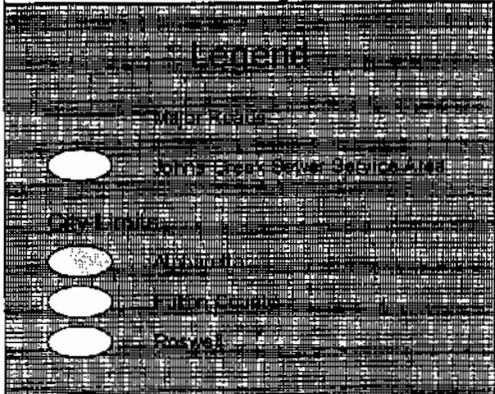
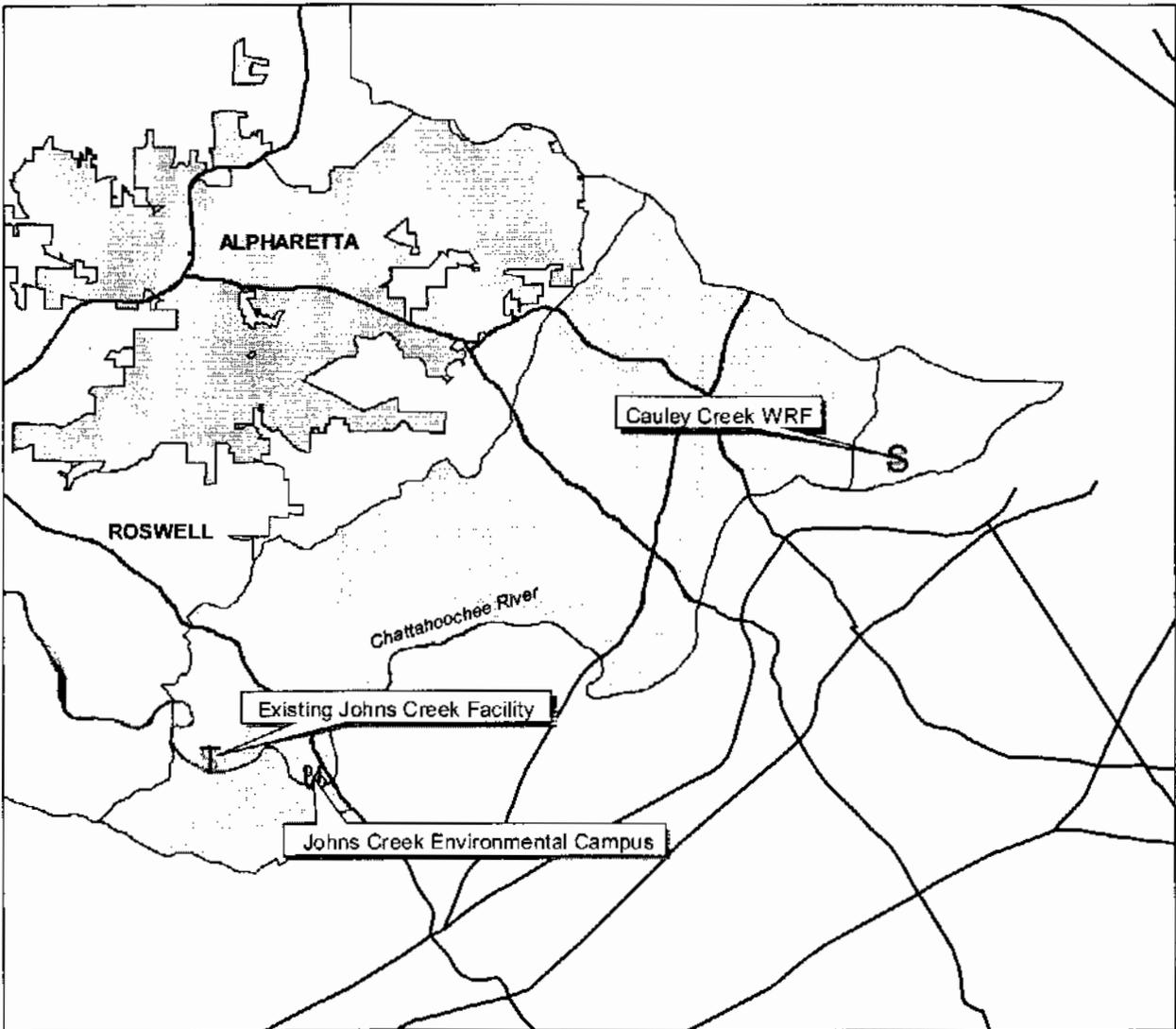
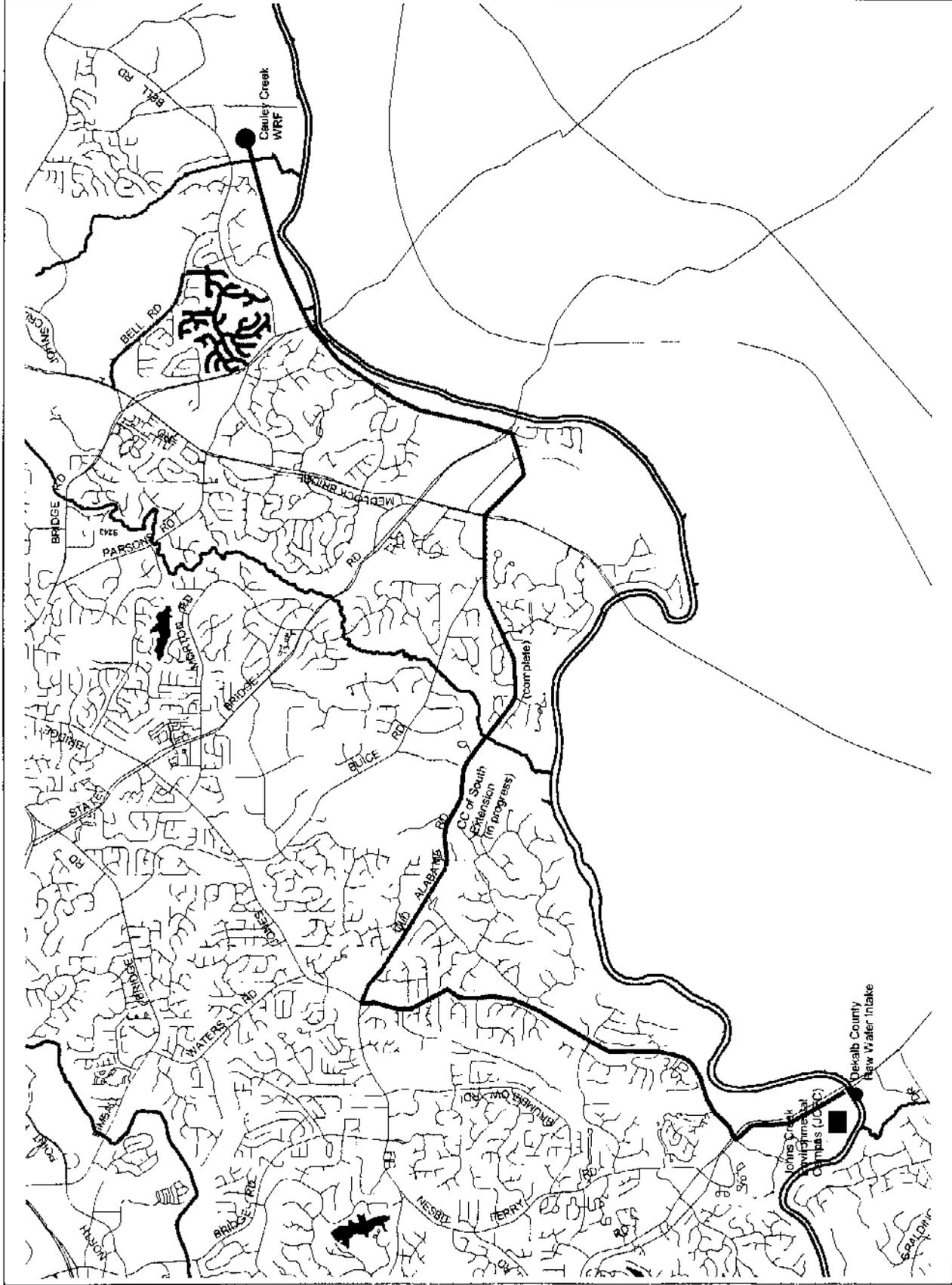


Figure 2.2  
Johns Creek Service Area

# Fulton County Wastewater Re-use Projects

## Legend

- Fulton County Re-use Projects
- 
 S211A - Cauley Creek P&S Super Mt
  - 
 S211B - Sugar Mt Community
  - 
 S211C - CC of South to Jones Bridge
  - 
 S211D - Standard Club Extension
  - 
 S211E - Jones Bridge to Johns Creek
- Fulton County



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temporary year-round discharge for Cauley Creek. As detailed in the WLA letter Fulton County supports this temporary year-round discharge to Cauley Creek until the JCEC is complete. When the JCEC is complete, Cauley Creek will send excess effluent discharge (above the re-use demand, onsite land application and storage capacity) to JCEC via the re-use water system. The JCEC effluent/re-use pump station will receive excess discharge from Cauley Creek WRF for discharge via the JCEC outfall.

### **2.3.5 Cauley Creek Collection Systems**

The influent pump stations to Cauley Creek WRF are the existing Chattahoochee III triplex pump station located near State Bridge Road and the Chattahoochee River and the Old Alabama triplex pump station located at Johns Creek and Old Alabama Road. The Chattahoochee III Pump Station is capable of variable pumping rates up to 2,400 gpm with one pump operating. The Old Alabama pump station is also capable of variable rate pumping and has a peak capacity of over 5,000 gpm. The anticipated average daily flows from each pump station to achieve the 5.0 mgd capacity are 3.5 mgd from Chattahoochee III and 1.5 mgd from Old Alabama.

### **2.3.6 Reclaimed Water Use**

It is anticipated that up to 5.0 mgd, reclaimed water from the Cauley Creek WRF will be sufficient to provide onsite spray and drip irrigation fields for six to eight local golf courses, three to four church complexes, a local county park, sports fields at various public schools and other properties in the area. During periods of low off-site demand, reuse water will be applied on the facility's on-site spray fields, the 100 acre dedicated spray field at the Atlanta Athletic Club, and discharged via the on-site drip irrigation system. Additionally, up to 30% of the permitted plant flow will be discharged to Cauley Creek under an existing NPDES Cold Weather Discharge ("CWD") permit, until a temporary year-round permitted discharge is granted by EDP.

The onsite spray field irrigation system in conjunction with the onsite 45 mg reuse storage pond and the CWD in the winter months enables the site to handle 2.0 mgd of land application. The reuse system at the facility also includes a drip irrigation system. The 5,400 linear foot drip irrigation is installed along the stream buffers of Cauley Creek and the Chattahoochee River. The drip system has a documented historical average discharge of 0.4 mgd, bringing the onsite reuse capacity of the site to 2.4 mgd. Figure 2.3 shows the Fulton County distributive re-use system.

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## 2.4 DESIGN/BUILD CONTRACT

Volume 2 of this RFP provides the Definitions and Draft D/B Contract. Volume 3 of this RFP includes a draft of the Appendices, which are to be incorporated into the Draft D/B Contract. The Appendices provide specifications and definition to certain aspects of the D/B Work required for this Proposal.

The Definitions, Draft D/B Contract and Draft Appendices summarize the primary terms and conditions on which Proposals should be based. Modifications to the Draft D/B Contract proposed within the Proposer's Technical Proposal will be evaluated. Such proposed modifications to the Draft D/B Contract and their impact upon the County will be taken into account in the evaluation of the Proposal in accordance with Section 5 of this RFP. Any modifications to the D/B Contract allowed will be at the County's sole discretion.

Certain specific information applicable to the D/B Company including but not limited to, descriptions of DB Work, equipment lists, drawings, specifications, operating parameters, letter of credit, and information regarding the Guarantor will be reflected in the finalization of the D/B Contract.

Subject to the conditions set forth in this RFP with respect to the selection of Proposers for negotiation with the County, the County may revise the Draft D/B Contract and Appendices during any negotiation of the Draft D/B Contract with any Proposer selected for negotiations. This would be based on the information provided in Proposal, including the Proposal Forms submitted, as negotiated. Revised Appendices will be attached to and shall be considered part of the D/B Contract. The Technical Proposal should include the Proposer's suggested modifications to the Draft D/B Contract and the Appendices.

**IN THE EVENT OF A CONFLICT BETWEEN THE DRAFT D/B CONTRACT AND OTHER SECTIONS OF THIS RFP INCLUDING BUT NOT LIMITED TO THE CONTRACT TERM SHEET OR APPENDICES, THE DRAFT D/B CONTRACT SHALL GOVERN.**

The County has selected a Membrane System Supplier who is required to contract directly with the D/B Company. The Membrane System Supplier's accepted proposal is part of this D/B RFP. The County will look solely to the D/B Company to satisfy requirements of the entire D/B Project including the Membrane System Scope of Supply and deliverables as included in the Membrane System Supplier's accepted proposal.

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## 2.5 PRICING ISSUES

The County is requiring on Price Proposal Form 1, a Fixed D/B Price for the D/B Project Scope of Services. The Fixed D/B Price shall constitute a fixed, non-adjustable component of the irrevocable offer set forth in the Proposal. However, if the Design/Build Date, as defined in the Definition Section of the D/B RFP, does not occur within 12 months of the Proposal Submission Date at the sole fault of the County, the Fixed D/B Price may escalate as described in Section 6 of the D/B Contract and Appendix 8 in the section "Fixed D/B Price Adjustment Factor."

Proposers should carefully review the Minimum Technical Requirements in Appendices 2, 5A, and 5B and price the D/B Project accordingly. These requirements are included to ensure that all Proposals will achieve a base level of quality.

## 2.6 ACCURACY OF DESIGN/BUILD RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this D/B 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 D/B RFP.

Should a recipient of this D/B RFP find discrepancies in or omissions from this D/B RFP and related documents, the recipient of this D/B RFP shall immediately notify the County Purchasing Agent in writing at the following address: Ms. Nancy Harrison, 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 D/B RFP.

## 2.7 PHASE I AND II PARTICIPATION RESTRICTIONS

### **A. Entities that are Precluded from Participation in Both Phases**

**Participation as a member of a joint venture or any form of partnering or other entity during Phase I (Technology RFP) of the procurement precludes participation as a member of a joint venture or any form of partnering by that entity during Phase II (Design/Build RFP) of the D/B Project. With regard to sub-contractors, suppliers of material, equipment, or other items specified by either procurement are allowed to participate as material or equipment suppliers in either or both phase's procurements**

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as opportunities arise. Sub-contractors supplying services such as design, engineering, consulting or like services are limited to participation in either phase 1 or phase 2 of the Design/Build project, not both. Violation of this prohibition shall render a proposal as being non-responsive.

**B. Entities Affiliated with Zenon Environmental Inc.**

Any business, however situated that is “affiliated” with Zenon Environmental Inc. (“Zenon”), is expressly prohibited from participating in Phase II of the Johns Creek Design/Build Project. For purposes of this procurement “business” means any corporation, partnership, proprietorship, organization, self-employed person or other business, whether same is operated for profit or not-for-profit. For the purposes of this procurement, the term “affiliate” means any person or entity that directly or indirectly controls Zenon or is controlled by Zenon, or is under common control with, such business. “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Zenon or as such other company, whether through ownership or voting securities, by entreat, or otherwise.”

**C. Entities that Participated in Creation of the Johns creek Design/Build RFP.**

Any business, entity, or person that directly participated in the creation of the Johns Creek Design/Build Project RFP is expressly prohibited from participating in any capacity, either as a member, subcontractor, or joint venture partner of a team seeking the Design/Build Contract.

**2.8 SURETY/PAYMENT AND PERFORMANCE BONDS/GUARANTOR/LETTER OF CREDIT REQUIRED**

Proposers will be required to provide four forms of security for various portions of this project.

- A Project Guarantor will be required to execute a Guaranty Agreement pursuant to which such Project Guarantor shall unconditionally guarantee all of the payment and performance obligations of the Company under the D/B Contract.
- Prior to the Design/Build Date, the D/B Company must provide a Payment Bond and Performance Bond, with good and sufficient surety, payable to, in favor of, and for the protection of the County. The Payment Bond and Performance Bond shall each

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be in the amount equal to at least one hundred percent (100%) of the Fixed Design/Build Price. Surety companies executing such Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia. Attestation for a corporation by a corporate officer's signature and corporate seal; for a partnership, any partner signature; for an individual, a notarized signature.

- A Letter of Credit in the amount of \$1,000,000 for a 12-month post-substantial completion guarantee period.
- In addition, each Proposal must be accompanied by a Design/Build Bid-bond in the amount of five percent (5%) of the Fixed Design/Build Price in a form and substance satisfactory to the County and subject to forfeiture in the event that the Proposer withdraws its Proposal within 360 days following the Proposal Submission Date. This time period has been extended by Fulton County in accordance OCGA 36-91-50(b) due to the complexity of this project and the period of time necessary to evaluate the proposals and award the contract. Within sixty days (60) of the proposal submission date the County shall advise and release from his or her proposal any proposer that is determined by the Fulton County to be unlikely of being selected for contract award.

As a condition of responsiveness, the Proposal must contain a Design/Build Bid Bond for an amount equal to 5% of the Fixed Design/Build Price. The Bid Bond shall be included in a separate, sealed envelope marked on the outside "BID BOND". Checks or letters of credit of any type will not be accepted, except a certified cashier's check would be acceptable. Provide a completed and fully executed AIA Document A310. When the proposal package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the Proposal

## **2.9 RISK**

An objective of the Design/Build procurement method is to assign the risks of the D/B Project to the party best able to manage those risks. Appendix 18 discusses some of the risks associated with the JCEC. The Proposers should comment on risks associated with this project, their understanding of the risks and how they intend to mitigate the risk factors to successfully complete the JCEC.

## **2.10 D/B COMPANY'S COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT:**

Should any proposer submit a response to the County promising to provide a certain level of service for either the scope of work, Minority, Female Business Enterprises (MFBE) participation, or any other matter, including where such promise or assurance is greater than

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what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the D/B Contract Documents, then this degree or level of service promised by the proposer relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the D/B Company and the County, such that the D/B Company's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the D/B Contract giving the County just cause to terminate the D/B Contract for cause, pursuant to the Article 12 of the D/B Contract.

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## SECTION 3 PROCUREMENT PROCESS OVERVIEW

### 3.1 PROCUREMENT PROCESS

The County is following a procurement process pursuant to Title 36, Chapter 91 of the Official Code of Georgia Annotated (OCGA) and other Applicable Law for the selection of a single private entity to provide the D/B Project. Proposers should also be aware that the County has adopted a new ordinance implementing certain provisions of state law by resolution adopted July 19, 2000. The requirements of said ordinance are incorporated herein as if fully set forth herein.

The process generally consists of the following steps:

1. D/B RFP issuance
2. Pre-proposal meeting
3. D/B RFP clarification process
4. Proposal development and submittal
5. Proposal evaluation process during which Proposals are identified as responsive or non-responsive
6. Identification of Qualified Proposals using Minimum Evaluation Criteria
7. Identification of Proposals Reasonably Susceptible for Award
8. Possible negotiation with those Proposers who have submitted Proposals deemed to be reasonably susceptible of being selected for award.
9. Evaluation of Proposals using Relative Evaluation Criteria.
10. County Manager recommendation and Board of Commissioners Award.
11. Notice of Award to the responsive and responsible Proposer whose Proposal is determined to be the most advantageous to the County, taking into consideration cost and the evaluation factors set forth in this D/B RFP

Section 5 of this D/B RFP provides a more detailed description of the Proposal clarification and evaluation process. The Proposer must execute Technical Proposal Form 6, which

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releases the County from any claims or liability relating to the information contained in this D/B RFP or otherwise distributed or made available during this procurement process.

### **3.2 NO CONTACT DURING PROCUREMENT**

In accordance with Fulton County Policy & Procedure 800-9, 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 solicitation and the date of the County Manager's recommendation to the Board of Commissioners, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

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.

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

Between the date of the issuance of any solicitation of bids or proposals for County contracts and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, no County officer, elected official, employee, or designated County representative, except in the course of carrying out obligations as a member of or a designated advisor to a vendor selection committee acting in accordance with the terms and conditions of the solicitation, shall initiate or continue any verbal or written communications regarding the solicitation with any person, firm, or business entity, however situated or composed, or any such representative of same, who the officer, elected official, employee, or representative knows or should have known has obtained a copy of the solicitation and either has submitted a bid or provided, further, except for members of or designated advisors to a vendor selection committee, no County official, employee, or designated County representative shall contact any member of such a vendor selection committee regarding a pending solicitation between the date of the issuance of the solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, and all inquiries regarding the solicitation shall be directed to the Purchasing Agent:

**Fulton County Department of Purchasing  
Attn: Nancy Harrison**

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**Public Safety Building  
130 Peachtree Street S.W. Suite 1168  
Atlanta GA 30303**

**P: 404-730-4201  
Email: nancy.harrison@co.fulton.ga.us  
F: 404-730-5571**

### **3.3 COUNTY RIGHTS AND OPTIONS**

This D/B 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 D/B 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 Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this D/B RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this D/B RFP from further consideration for this procurement, and to notify such Proposers of the County's determination
- The County may cancel this D/B 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 Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this D/B RFP
- The County may request Proposers to send representatives to the County for interviews and presentations

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- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award
  - The County reserves the right to discontinue negotiations with any Selected Proposer
  - The County may conduct clarification discussions, at any time, subject to limitations set forth in this Section, with one or more Proposers and request additional information relating thereto
  - The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this D/B 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
  - All activities related to this D/B RFP and the performance of the D/B Project shall be subject to Applicable Law
  - The County may add to or delete from the D/B Project Scope of Supply set forth in this D/B 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 D/B 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 Proposers and their responses to this D/B RFP and to request additional evidence to support the information included in any such response.
  - **FUNDING: Any award of work, contract, or service for any portion of the Design/Build Project will be conditional and subject to Fulton**

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**County obtaining financing through the issuance of water and sewer revenue bonds where the proceeds from such bonds are in an amount sufficient to fund the Design/Build Project. This conditional award will be in effect until Fulton County has been successful in raising the required funds for payment of the Design/Build Project. If it proves impossible for Fulton County to raise the required funds, the conditional award will be cancelled by Fulton County without any recourse by the responding entity. The submittal of a proposal in response to any phase of the procurement for the Design/Build Project serves as acceptance of this condition by the entity responding to the procurement. Without waiving any of the conditions contained herein, and solely for informational purposes, please be aware that the Fulton County Board of Commissioners has taken legislative action authorizing the Fulton County Director of Finance to procure the services of the various professionals that will assist in obtaining the bond proceeds, and it is anticipated that the funding will be in place by the third quarter of 2004.**

By responding to this D/B RFP, Proposers acknowledge and consent to the rights and conditions set forth in this D/B RFP.

#### **3.4 PURCHASING THE RFP**

Applications for documents, along with a non-refundable \$1000.00 payment must be made to Department of Public Works, 141 Pryor Street, S.W., Suite 3077, Atlanta, Georgia 30303. Payment must be in the form of a certified check, treasurer's check or cashier's check issued by a responsible bank or trust company payable to **Parsons PM Team**. This amount includes all fees for printing and distribution and will be used to defray a portion of the printing cost that may have been incurred for the tendering of the Project. Partial sets of the bid document will not be issued.

For payment information, contact Carllisa Boyce, Department of Public Works at (404) 893-0873. All other questions should be addressed by the procedures outlined in this RFP to Nancy Harrison, Fulton County Purchasing Department at 404-730-4201, [nancy.harrison@co.fulton.ga.us](mailto:nancy.harrison@co.fulton.ga.us).

This document and supporting documents can also be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under "Bid Opportunities" or obtained from other sources than Fulton County. Any firm or person who does download this RFP Document from the website or obtains this document from other sources than Fulton County and desires

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to participate in the RFP opportunity shall fill out the Download Registration Form (at the end of this section). Submit forms to:

Nancy Harrison  
Department of Purchasing  
Fulton County Public Safety Building  
130 Peachtree Street, S.W., 1168  
Atlanta, GA 30303

Failing to return the completed Download Registration Form may result in the proposing firm not receiving addenda to this RFP and their submitted proposal being declared "non-responsive" as provided in the procurement documents.

### 3.5 SCHEDULE

The anticipated schedule for the procurement of the services described in this D/B RFP is summarized below. The County reserves the right to modify any or all of the dates included on the schedule from time to time, as it may deem necessary, and at its sole discretion.

Activity	Target Date
Pre-Proposal Meeting and Site Visit	Aug 25, 2004 @ 10:30 AM
Last Date for Questions	September 27, 2004 @ 5:00 PM
Proposal Submission Date	October 11, 2004 @ 11:00 AM

### 3.6 PRE-PROPOSAL MEETING

The County will hold a Pre-Proposal Meeting, which is on **August 25, 2004 at 10:30 AM** in the Purchasing Department, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. A site visit will follow the Pre-Proposal Meeting for anyone wishing to see the site. Attendance at the Pre-Proposal Meeting is voluntary for responding to this D/B RFP. Proposers are encouraged to attend the Pre-Proposal Meeting, since it is an opportunity to discuss issues regarding the services sought by the County through the D/B RFP. Participation is limited to a maximum of eight representatives of each Proposer.

### 3.7 PROPOSALS DUE

All proposals are due in the Purchasing Department of Fulton County located in the Public

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Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **October 11, 2004 at 11:00 AM**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the proposer. The proposal due date can be changed only by addendum.

### **3.8 RESPONSIBILITY OF PROPOSER**

Each Proposer 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. Proposers are reminded of Fulton County's "no contact during procurement" policy and may only contact the person designated by the D/B RFP. See Section 3.2.

### **3.9 CLARIFICATION AND INTERPRETATION OF THE DESIGN/BUILD RFP**

Proposers may submit requests for clarifications or interpretations regarding this D/B RFP and the Design/Build Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this D/B RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers 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 received after **September 27, 2004 at 5:00 PM**, local prevailing time. Proposers 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 Proposer of any obligations or conditions required by this D/B RFP.

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

**Fulton County Department of Purchasing  
Attn: Nancy Harrison  
Public Safety Building  
130 Peachtree Street S.W. Suite 1168  
Atlanta GA 30303  
Email: [nancy.harrison@co.fulton.ga.us](mailto:nancy.harrison@co.fulton.ga.us)  
F: 404-730-5571**

**RE: Johns Creek Environmental Campus Design/Build RFP**

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All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this D/B RFP to all persons registered with the County to have received a copy of the D/B RFP, except as prescribed in Section 3.13.

No oral interpretation, instruction, or information concerning this D/B 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 D/B RFP deemed non-responsive by the County. Only written responses issued by addendum to this D/B RFP should be considered by the Proposers.

### **3.10 ADDENDA TO THE DESIGN/BUILD RFP**

During the period provided for the preparation of Proposals, the County may issue addenda to this D/B RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this D/B RFP. These addenda will be issued by, or on behalf of, the County and will constitute a part of this D/B RFP. Each Proposer is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this D/B RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

### **3.11 PERSONAL INVESTIGATION**

Proposers should satisfy themselves by personal investigation and such other means as they may deem necessary, as to the conditions affecting the proposed D/B Work and the costs thereof. Proposers are solely responsible for conducting their own independent research and due diligence for the preparation of Proposals, subsequent negotiations (if conducted), and subsequent delivery of the D/B Work. No information derived from any part of this D/B RFP or from the County or its Consultants shall relieve the Proposer from any risk or from providing the D/B Work and meeting the requirements of this D/B RFP. The County and its Consultants are not responsible for the completeness or the accuracy of any information presented in this D/B RFP or otherwise distributed as made available during this procurement process.

### **3.12 CONFIDENTIAL INFORMATION**

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer 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 D/B RFP, Proposers waive any

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challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this D/B RFP.

Notwithstanding the foregoing, Proposers 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 Proposer may suffer from the disclosure of information or materials to third parties.

### 3.13 ZENON COMMUNICATION PROTOCOL

Since Zenon is the exclusive provider of this scope of supply and because of the relationship between Fulton County and Zenon Environmental Inc. as the exclusive supplier of this equipment, it is imperative to set a Communication Protocol for Zenon to adhere to during the course of the JCEC D/B procurement process.

There are three (3) periods during the D/B procurement process where communications between Zenon and the potential D/B Companies would occur:

- |           |  |
|-----------|--|
| Period 1. | The period from selection of Zenon to issuance of the D/B RFP.           |
| Period 2  | The period from the issuance of the D/B RFP until the Proposals are due. |
| Period 3  | The period after the Proposals are due until award of the Contract.      |

The following communications protocols apply:

**During Period 1, the time from selection of Zenon to issuance of the D/B RFP.** While there is no County prohibition against contact with potential proposers on a project prior to the issuance of the RFP, Zenon has unique information that is contained in their successful proposal to the Technology RFP. This information would give an unfair advantage to any of the D/B Companies planning to propose on the D/B RFP if they received it prematurely or selectively. The County is closely holding this information and will only release it as an inclusion into the D/B RFP. It is vital that Zenon not provide any information from its proposal to any individual or company outside of Fulton County or Zenon. To do so risks the entire JCEC project. Zenon is directed to refer to the Fulton County Department of Purchasing any and all inquires concerning its scope of supply from third parties.

The rule of communication during this period is that Zenon should have no discussions about nor allow anyone to see their proposal in response to the Technology RFP other than Fulton County personnel or its representatives.

**During Period 2, the time from the issuance of the D/B RFP until the Proposals are due.** Fulton County Policy and Procedures 800-9 that states the following cover this period:

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In accordance with Fulton County Policy & Procedure 800-9, 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 solicitation and the date of the County Manager recommendation to the Board of Commissioners, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

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.

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

Between the date of the issuance of any solicitation of bids or proposals for County contracts and the date of the County Manager recommendation to the Board of Commissioners for award of the subject contract, no County officer, elected official, employee, or designated County representative, except in the course of carrying out obligations as a member of or a designated advisor to a vendor selection committee acting in accordance with the terms and conditions of the solicitation shall initiate or continue any verbal or written communications regarding the solicitation with any person, firm, or business entity, however situated or composed, or any such representative of same, who the officer, elected official, employee, or representative knows or should have know has obtained a copy of the solicitation and either has submit a bid or provided, further, except for members of or designated advisors to a vendor selection committee, no County official, employee, or designated County representative shall contact any member of such a vendor selection committee regarding a pending solicitation between the date of the issuance of the solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, and all inquiries regarding the solicitation shall be directed to the Purchasing Agent:

While it will be necessary for there to be formal communications between Zenon and the D/B Proposers for clarification of the requirements of the D/B RFP of which the MSS proposal is part, these communications shall be of the form presented below and under the direct supervision of the designated Purchasing Agent.

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1. Proposers in response to the D/B RFP will only be allowed to present written questions to the Purchasing Agent per the conditions of the RFP. Some of these written question responses will require the participation and concurrence of Zenon. These questions will be received and the responses distributed as an addendum to the D/B RFP by the Purchasing Agent.

2. Proposers who have questions that are confidential in nature can also submit questions designated "Confidential" for clarification to the Purchasing Agent. For the purpose of this Communications Protocol, the designation "Confidential" is defined to mean questions concerning options or alternatives that directly effect the MSS scope of supply and which require a response with input from Zenon. If in the opinion of the Purchasing Agent such questions are confidential in nature the County will develop a response with the participation of Zenon. The response will only be provided to the company submitting the questions, not to all plan holders. Questions submitted that are designated "Confidential" by a potential proposer but are subsequently determined by the Purchasing Agent to not meet the definition of the "Confidential" designation will be answered in an addendum unless the originating proposer withdraws the question.

Generally there are four (4) types of clarifications that could be asked during this period.

- a. Questions that are specific to the MSS parameters or terms and conditions of the MSS proposal. This type of question would not be confidential in nature and the answer would be and provided to all proposers as an addendum.
- b. Design questions about the treatment process that is not within the MSS scope of supply. This type of question would not be confidential in nature and the answer would be provided to all proposers as an addendum.
- c. Questions on alternatives to the generally presented design model in the D/B RFP where Zenon's scope of supply is affected. This type of question would be confidential. It could compromise an individual firm's innovative efforts if this information were supplied to all proposers. Only the submitting firm would receive this response.
- d. Questions on alternatives to the generally presented design basis in the D/B RFP where Zenon's scope of supply is not effected. This type of question would not be confidential in nature and the answer would be provided to all proposers as an addendum.

**During Period 3, the time from proposal submittal until County Manager's recommendation.** The Fulton County Policy and Procedure 800-9 also cover this period.

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During this period, there would be no authorized communications with Zenon concerning this procurement by any firm or individual who has proposed on the D/B RFP.

### 3.14 NON-DISCRIMINATION REQUIREMENTS

**Policy Statement:** 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 that Fulton County Government and all vendors and contractors 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 without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of Fulton County Government that the contracting and procurement practices of Fulton County Government should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors who seek 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 the bid. 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 should be designed to enhance the utilization of racial, gender or ethnic groups.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of this solicitation that will be afforded to racial, gender or ethnic groups for participation in the solicitation.
2. Efforts that will be identified to encourage and solicit minority and female businesses for opportunities within this solicitation.

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 contractor **must** certify in writing and **must** document on the Department of Contract Compliance's Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials and previous progress payments received (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until receipt of a payment from Fulton County, the prime contractor shall pay funds due from said progress

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payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen (15) days as provided for by state law.

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## COMPLIANCE PROCEDURES:

In order to be compliant with the intent and provisions of the Non-Discrimination Ordinance providing for non-discrimination in purchasing and contracting in Fulton County, **proposers must submit the following completed documents**. Failure to provide this information shall result in the Proposal being deemed non-responsive:

- < Promise of Non-Discrimination (Exhibit A – Form H, Section 6)
- < Employment Report (Exhibit B – Form II, Section 6)
- < Schedule of Intended Subcontractor Utilization (Exhibit C – Form H, Section 6)
- < Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D – Form H, Section 6)
- < Declaration Regarding Subcontractor Practices (Exhibit E-Form H, Section 6), if applicable
- < Joint Venture Disclosure Affidavit (Exhibit F – Form H, Section 6), if applicable
- < **Equal Business Opportunity Plan (EBO Plan)**

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

- < Prime Contractor's Subcontractor Utilization Report (Exhibit G – Form H, Section 6)

All Contract Compliance documents (**Exhibits A-F and EBO Plan**) are to be placed in a separate sealed envelop 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.”

This is a brief summary of the objectives and provisions of the “**ORDINANCE PROVIDING FOR NON-DISCRIMINATION IN PURCHASING AND CONTRACTING; TO PROVIDE FOR THE MONITORING OF PURCHASING AND CONTRACTING BY THE DEPARTMENT OF CONTRACT COMPLIANCE; TO PROVIDE FOR THE INVESTIGATION BY THE DEPARTMENT OF CONTRACT COMPLIANCE REGARDING ALLEGATIONS OF DISCRIMINATION BY PERSONS OR ENTITIES THAT DO BUSINESS WITH FULTON COUNTY; TO PROVIDE FOR HEARINGS REGARDING ALLEGATIONS OF DISCRIMINATION; TO PROVIDE FOR SANCTIONS; AND FOR OTHER PURPOSES**”, enacted by the Fulton County Board of Commissioners on July 7, 1999.

For a complete copy of the Ordinance, contact the Department of Contract Compliance, 141 Pryor Street, SW, Suite 1167, Atlanta, Georgia 30303, (404) 730-6300.

In addition, the County encourages minority-owned business enterprises and women-owned business enterprises to submit Proposals (independently, or together with a Proposer team).

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Specific submittal requirements relating to non-discrimination requirements are described in Section 4 and Appendix 6 of this D/B RFP.

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### **3.15 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS**

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this D/B RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer 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 D/B RFP or procurement process or in connection with the selection process or any negotiations.

### **3.16 TERMINATION OF NEGOTIATIONS**

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

### **3.17 ZENON'S PARTICIPATION IN THE PROCUREMENT PROCESS.**

This procurement is designed to take place in two phases; with Zenon's membrane being included as an integral part of the design/build specifications that are a part of the design/build request for proposals ("D/B RFP") that will be issued by the County. It is, therefore, conceivable that it may be necessary for the County to have Zenon review or comment on the draft RFP specifications prior to its issuance to ensure that Zenon's technical specifications are properly incorporated into the Phase II design/build procurement documents in a logical and compatible manner. Therefore, pursuant to Fulton county Code § 102-360 ©, the County reserves the right to have Zenon provide advisory support regarding technical matter on the proposal received from the prospective proposers. However, Zenon's participation in this process will be strictly limited, in that, Zenon will play no part in the grading of the proposals and will not provide any input on the quality of the proposal or whom it recommends as the best proposal. In other words, Zenon's role, if any, will be restricted to only provide technical information on whether the technical proposal submitted is compatible to its membrane system.

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**PURCHASING DEPARTMENT GENERAL REQUIREMENTS  
REQUEST FOR PROPOSAL (RFP) FORM 99-RFP**

THE FOLLOWING INFORMATION PERTAINS TO THE SUBMISSION OF PROPOSALS TO FULTON 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 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 REQUEST FOR PROPOSAL (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 PURCHASING DEPARTMENT  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA. 30303
3. THE ENVELOPE IN WHICH THE PROPOSAL IS SUBMITTED MUST BE SEALED AND CLEARLY LABELED WITH THE RFP 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 RESERVES THE RIGHT TO OPEN ANY PROPOSAL WHICH IS NOT MARKED AS SPECIFIED.
4. PROPOSALS RECEIVED AFTER THE TIME AND DATE SPECIFIED MAY NOT BE OPENED OR CONSIDERED.
5. BY SUBMITTING A SIGNED PROPOSAL, RESPONDENT 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 RESPONDENT TO INSURE CORRECTNESS BEFORE PROPOSAL IS SUBMITTED. THE PERSON SIGNING THE PROPOSAL IS RESPONSIBLE FOR THE ACCURACY OF INFORMATION IN IT. THE RESPONDENT UNDERSTANDS AND AGREES THAT THE PROPOSAL, SPECIFICATIONS, PROVISIONS, AND THE TERMS AND CONDITIONS OF THE RFP BECOME A VALID CONTRACT BETWEEN FULTON COUNTY AND THE RESPONDENT 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. THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.
8. ABSOLUTELY NO FAX PROPOSALS OR REPRODUCTION PROPOSALS WILL BE ACCEPTED, EXCEPT THAT IF MULTIPLE COPIES OF THE PROPOSAL ARE REQUIRED, PHOTO-COPIES OF THE ORIGINAL MAY BE SUBMITTED AS THE EXTRA COPIES, PROVIDED THAT THEY ARE CLEARLY MARKED AS SUCH.
9. 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

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RESPONDENT'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.

10. 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.
11. 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 CONTRACTOR 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 CONTRACTOR SHALL PROVIDE FULTON COUNTY THE BENEFIT THROUGH A REDUCTION IN PRICE OF ANY DECREASE IN THE CONTRACTOR'S COSTS BY REASON OF ANY TAX EXEMPTION BASED UPON FULTON COUNTY'S STATUS AS A TAX-EXEMPT ENTITY.
12. PROPOSE ALL ITEMS AS SPECIFIED OR INDICATE UNDER EACH ITEM WHAT ALTERNATIVE IS BEING PROPOSED AND WHY IT SHOULD BE CONSIDERED IN LIEU OF THE ORIGINAL SPECIFICATION. FAILURE TO INDICATE ANY EXCEPTIONS SHALL BE INTERPRETED AS THE RESPONDENT'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.
13. 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.
14. THE SUCCESSFUL VENDOR 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.
15. THE SUCCESSFUL VENDOR MUST ASSUME FULL RESPONSIBILITY FOR RE-PLACEMENT 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.
16. THE SUCCESSFUL VENDOR MUST ASSUME FULL RESPONSIBILITY FOR PROVIDING WARRANTY SERVICE ON ANY AND 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 VENDOR IS SOLELY RESPONSIBLE FOR ARRANGING FOR THE SERVICES TO BE PERFORMED.
17. THE SUCCESSFUL VENDOR SHALL BE RESPONSIBLE FOR THE PROPER TRAINING AND CERTIFICATION OF PERSONNEL USED IN THE PERFORMANCE OF THE SERVICES PROPOSED.

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18. THE SUCCESSFUL VENDOR SHALL NOT ASSIGN, TRANSFER, CONVEY, SUBLET, OR OTHERWISE DISPOSE OF ANY CONTRACT RESULTING FROM THE RFP OR OF ANY OR ALL OF ITS RIGHTS, TITLE, OR INTEREST THEREIN WITHOUT PRIOR WRITTEN CONSENT OF THE FULTON COUNTY BOARD OF COMMISSIONERS.
  19. 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.
  20. VENDORS 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 RESPONDENT 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.
  21. BY SUBMITTING A SIGNED PROPOSAL, RESPONDENT CERTIFIES THAT THERE HAS BEEN NO COLLUSION WITH ANY OTHER RESPONDENT. REASONABLE GROUNDS FOR BELIEVING THAT THE RESPONDENT HAS AN INTEREST IN MORE THAN ONE PROPOSAL WILL RESULT IN REJECTION OF ALL PROPOSALS IN WHICH THE RESPONDENT HAS AN INTEREST. ANY PARTY TO COLLUSION MAY NOT BE CONSIDERED IN FUTURE PROPOSALS FOR THE SAME OR SIMILAR WORK.
  22. UPON NOTICE OF SELECTION, THE VENDOR SUBMITTING THE PROPOSAL IS OBLIGATED TO PERFORM. SHOULD A SUCCESSFUL VENDOR REFUSE TO ENTER INTO A CONTRACT SUBSEQUENT TO AN AWARD, A PENALTY MAY BE ASSESSED AND/OR THE VENDOR MAY BE FOUND TO BE "NOT RESPONSIBLE" IN THE FUTURE.
  23. IN CASE OF DEFAULT BY THE SUCCESSFUL VENDOR, FULTON COUNTY MAY PROCURE THE ARTICLES OR SERVICES FROM ANOTHER SOURCE AND HOLD THE SUCCESSFUL VENDOR RESPONSIBLE FOR ANY RESULTANT EXCESS COST.
  24. SUCCESSFUL VENDORS 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 A VENDOR BEING FOUND TO BE "NOT RESPONSIBLE" IN THE FUTURE.
  25. 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.
  26. FULTON COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS,

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OR ANY PART THEREOF, AND TO WAIVE ANY TECHNICALITIES. FULTON COUNTY RESERVES THE RIGHT TO AWARD A CONTRACT BASED ON THIS REQUEST FOR PROPOSAL AND THE PROPOSAL(S) RECEIVED - IN WHOLE OR IN PART - TO ONE OR SEVERAL VENDORS.

27. 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.
28. IF YOU DO NOT WISH TO FURNISH A PROPOSAL AT THIS TIME, PLEASE RETURN A COPY OF THE RFP AND STATE ON IT AND ON THE OUTSIDE OF THE ENVELOPE THAT YOU ARE SUBMITTING A "NO RESPONSE". STATE IN THE RESPONSE WHETHER YOUR COMPANY WISHES TO REMAIN ON FULTON COUNTY'S VENDOR LIST.
29. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY ARE SUBJECT TO THE GEORGIA "OPEN RECORDS ACT", O.C.G.A. 50-18-70 ET SEQ.
30. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY INVOLVING UTILITY CONTRACTING ARE SUBJECT TO THE GEORGIA LAW GOVERNING LICENSING OF UTILITY CONTRACTORS AND RFP CLOSING PROCEDURES, O.C.G.A. 43-14-8.2 (H).
31. PRIOR TO BEGINNING ANY WORK, THE SUCCESSFUL CONTRACTOR WILL 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 CERTIFICATE FROM THE GEORGIA WORKERS' COMPENSATION BOARD SHOWING PROOF OF ABILITY TO PAY COMPENSATION DIRECTLY.
32. 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, EXCEPT AS MAY OTHERWISE BE SPECIFICALLY AUTHORIZED AND PERMITTED BY THE TERMS AND CONDITIONS OF THIS SOLICITATION.
33. 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.
34. 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 NOT RESPONSIVE, AND SAME SHALL NOT THEREAFTER BE CONSIDERED FOR AWARD.
35. 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

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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 CONSISTENT MEMBERS, MAKING SUCH DESIGNATION. OFFERS FROM JOINT VENTURES THAT DO NOT INCLUDE THESE DOCUMENTS WILL BE REJECTED AS BEING NON-RESPONSIVE.

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## DOCUMENT DOWNLOAD REGISTRATION

This form is to be submitted at the time of document download or obtaining the document from a source other than Fulton County. **Do not submit this form with your proposal**

This is to certify that on this day, proposer acknowledges that he/she obtained electronically or downloaded this request for proposal document from any Web site or obtained it from a source other than Fulton County.

In order to ensure that interested parties receive all addenda to this RFP document (RFP No. \_\_\_\_\_) it is necessary that this form be filled out and returned. By filling out this form the firm or company will be added to the list of proposers for this procurement. This form must be completed and returned to Fulton County purchasing by (date) \_\_\_\_\_. It is the responsibility of the proposing firm to verify that it has received all addenda.

If this form is filled out and submitted to the Purchasing Department and the firm or company makes the decision not to submit a proposal on this procurement, a statement must be submitted to Fulton County Purchasing indicating "no-bid".

Company: \_\_\_\_\_

Point of Contact \_\_\_\_\_ Position \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Phone number:** \_\_\_\_\_

This form is to be submitted at the time of document download or obtaining the document from a source other than Fulton County. **Do not submit this form with your proposal**

**Fulton County Department of Purchasing**  
**Attn: Nancy Harrison**  
**Public Safety Building**  
**130 Peachtree Street S.W. Suite 1168**  
**Atlanta GA 30303**  
**Email: nancy.harrison@co.fulton.ga.us**  
**F: 404-730-5571**

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**SECTION 4  
PROPOSAL REQUIREMENTS**

**4.1 SUBMISSION REQUIREMENTS**

**4.1.1 Proposal Submission Date and Submittal Format**

All Proposals, including all attachments, must be received by the County in a sealed package no later than **11:00 AM on October 11, 2004** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #03RFP376K  
Fulton County Department of Purchasing  
Public Safety Building  
130 Peachtree Street S.E. Suite 1168  
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal and a Price Proposal. The Technical Proposal shall include Proposer information, technical information, business-related information, the Technical Proposal Forms, and all suggested changes to the Design/Build Contract. The Price Proposal shall include the Price Proposal Forms and required narrative information describing the basis for pricing.

The required content of the Technical Proposal and Price Proposal is further specified in this section of the D/B 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 AND THE PRICE PROPOSAL SHALL BE SUBMITTED IN SEPARATE, SEALED, OPAQUE 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 #03RFP376K  
Johns Creek Environmental Campus  
Design/Build [Technical or Price] Proposal  
Proposer's Name and Address**

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#### 4.1.2 Number of Copies

Proposers shall submit one (1) original and fifteen (15) copies each of the Technical and Price Proposals. All Proposals must be complete with all requested information.

### 4.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

The County may incorporate information provided in the selected Proposal without substantial modification into the Design/Build Contract and/or Appendices. The Proposal shall be bound and typed on 8½" x 11" paper in English using 12-point font. Hard copies of the drawings shall be provided on 11" x 17" paper. A table of contents shall identify the major sections of the Proposal as outlined herein, and any illustrations, tables, charts, or graphics included in the Proposal. The Technical Proposal shall also be submitted on CD-ROM with all files formatted in a version of Microsoft Word that is compatible with Microsoft Word 2000 (version 9.0), in a version of Microsoft Excel that is compatible with Microsoft Excel 2000 (version 9.0), and in AutoCAD, as appropriate. **The typed, hardbound proposal shall take precedence over information on the CD-ROM.** The CD-ROM shall be submitted in an appropriate sealed envelope with the same information on the envelope as the Technical Proposal.

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.

### 4.3 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate that it meets the Minimum Evaluation Criteria and to allow efficient application of the Relative Evaluation Criteria set forth in Section 5.

In order to facilitate Proposal preparation and the evaluation efforts, the Technical Proposal will be limited to a total of 150 typed, single-sided pages, excluding drawings and Proposal Forms. To meet this limit, Proposers are encouraged to summarize information, to the extent possible, in tabular form. Failure of the Proposer to organize the information required by this RFP, as outlined, may result in the County, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP and eliminating the Proposal from further

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consideration. Proposers using variations from the established Proposal format bear the risk that the County may fail to locate and review required information. Proposers, however, may reduce the repetition of identical information within several sections of their Proposals by making the appropriate cross-references to other sections of their Proposals. However, such cross-references must satisfy the informational requirements for each applicable section. Separate attachments or exhibits to Proposals for certain technical information such as drawings and diagrams may be used to facilitate Proposal preparation.

The Technical Proposal shall be arranged and include content as described below:

***Section 1 - Executive Summary***

In the Executive Summary, summarize the other sections of the Technical Proposal. Do not present information that is not presented elsewhere in the Technical Proposal.

***Section 2 – Qualifications and Experience***

This section of the Proposal must present general information about the Proposer. The Proposal shall include details about the type of firm or organization such as, corporation, partnership, limited liability company, joint venture or design or construction prime that will execute and deliver the D/B Project, including ownership and management structure. The use of the term proposer refers to all members of the proposing entity. This does not include sub-contractors unless the D/B arrangement is structured with either the design or construction firm as the prime and the other as a sub-contractor. In this case the qualifications for the design or construction sub-contractor is significant and should be included.

- Listing of all members or partners of the proposing entity indicating status of general or limited partner. If the Proposer or joint venture is a subsidiary of a parent company, provide information about when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is or will be created for the purposes of responding to this D/B RFP, the reasons for this action must be fully disclosed.
- Brief history of the Proposer's business activities, including ownership, markets, organization, and background organized by individual company.
- Location and address of corporate and regional offices of all members of the proposing team.
- Proposer should submit an organizational chart of the business structure of the proposing entity.

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- Project Personnel—Proposer should also include an organizational chart of the structure of the Team and a brief description of the roles, responsibilities and resumes of key personnel.

The Proposer should indicate relevant experience including design/build work; design, construction, and startup of municipal wastewater reclamation facilities; and design, construction, and startup of membrane systems, including MBR systems. For a minimum of five (5) and a maximum of ten (10) projects, provide a brief description of the project, including the following information in a table format:

- Name and Location of project.
- Client and Owner.
- Names, titles, telephone, fax numbers, and e-mail addresses of key contact persons at a management level of the owner.
- Description of wastewater facility designed or constructed, including size, capacity, average flows, discharge goals/limits, performance and other factors as appropriate.
- List key personnel from the proposing team members who were assigned to these projects and their role on the project.
- Provide a list and brief description of all Design/Build Projects during the last 10 years, which were greater than \$20 million (max 25) and list all the team members that provided greater than 5% of the work and/or received 5% of the fees from the project. Include the project-constructed cost and the team member's individual percent of fees received.
- Number of change orders requested by the Proposer under relevant contracts and the percentage of the total facility construction cost represented by the sum of all change orders presented under such contract and explanation of change orders.
- Summarize major accomplishments.
- Whether the project was D/B or included membrane system startup, testing, and training.

Proposer should provide information on key project personal to include: Project Manager, Design Engineer, Construction Superintendent, Site Safety Representative and the QA/QC

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Manager. The proposer should use Technical Proposal Form 13 and supply the resumes for these individuals. Additionally provide a brief description of the roles and responsibility for each key position.

### ***Section 3 – Technical Approach***

The Technical Approach section shall describe in detail the proposed JCEC, including the following:

- Scale drawings, showing the following:
  - The property line and the location and size of buildings, structures, and other major site features.
  - Location of fencing, paving, and landscaping.
  - Location and size of buried pipelines and valves larger than 6-inch diameter.
- Architectural elevations, drawn to scale, showing each building from north, south, east, and west.
- Floor plan of each building, drawn to scale, showing interior walls and doors, educational facilities, office spaces, restrooms, break area, process laboratory, control room, storage spaces, maintenance areas, all process equipment, odor control systems, tanks, electrical gear, and HVAC equipment. Provide a written description of the non-operational areas of the buildings. This should include but is not limited to the ceiling, tile, and furnishings.
- Provide detailed drawing(s) and comment on the educational facilities. Detail furnishings and capabilities of the Facility
- Section drawings of major buildings and structures, drawn to scale.
- Architectural rendering of the JCEC from a perspective of each side of the Complex.
- Process and instrumentation diagrams (P&IDs) showing all wastewater treatment processes described in Appendix 2. The P&IDs shall show each parallel tank or process equipment, interconnecting piping and valves, material and size of pipes and valves larger than 2-inch diameter, all control valves, and instrumentation. Indicate the connection of field instruments to the plant control system. Identify in the P&ID

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drawings all connection points to the Membrane System Supplier's system as defined in Appendix 16.

- Provide a hydraulic profile and process flow diagram for the design.
- Provide an electrical one-line diagram showing all motors and electrical gear. Incorporate the electrical one-line diagram included in the Membrane System Supplier's proposal.
- Describe the plant control system, including control system architecture, redundancy features, ultimate expansion capacity, operating controls and operator interfaces, report generation capabilities, historic data storage and analysis capabilities, self-diagnostic capabilities, alarm management features, maintenance support capabilities, integration of additional equipment, and power supplies. Include description of control system hardware and software, and a functional description of the control system, including control panels, remote terminal units, redundancy features, process failure alarms, and alarm features, and provisions for automatic shutdown. Include detailed block diagrams illustrating the complete control system. Proposals must describe the level of automation, monitoring, and control required for remote operation.
- Describe each unit treatment process, including applicable manufacturers and model numbers, capacities, and materials of construction. This information supplements the information shown on Technical Proposal Form 3. Provide an equipment list in Spreadsheet format, Technical Proposal Form 4.
- Provide specific comments on how the design issues of the influent pump station, the effluent/re-use pump station and the routing and location and approval of the outfall will be resolved.
- Provide a project schedule for execution of the D/B Project. The schedule should include the resolution of all design issues and obtaining concurrence of all regulatory agencies.
- Provide a risk assessment of the project. Include the Design/Build Guarantees, the different methods of surety, and items in the contract that are of significant risk to the D/B COMPANY. For each item listed provide an analysis of cost of the risk and methods the D/B Company will utilize to minimize the risk.
- Provide a list of critical and spare parts (two-year supply), which will be provided as part of the Design/Build Project.

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- Provide any alternative proposals to the specification in the RFP, which presents a modification of process, major equipment reduces or increases the Fixed D/B Price from that value submitted on PPF1. Document all alternative proposals with sufficient technical information and justifications as required in the technical approach section of the proposal. Additionally, document all alternative proposals in the cost section of the proposal on PPF3.

#### ***Section 4 – Proposer Financial Information***

The Proposer Financial Information section shall include the following:

- For all companies, which are part of the “proposing entity”, provide the following information. Include a detailed organizational chart identifying the ownership of the each proposing company up through its “parent entity.” For purposes of this D/B RFP, the “parent entity” means any person, company, corporation, partnership, joint venture, association, joint stock company, trust, estate, foundation, fund, institution, society, union, or club (whether or not incorporated) that is not “controlled” by any other entity. “Control” means, directly or indirectly, having beneficial ownership of 30 percent or more of the outstanding voting securities of the entity, having the right to 50 percent or more of the profits of the entity, having the right in the event of dissolution to 30 percent or more of the assets of the entity, or having the power to designate 50 percent or more of the directors of a corporation (or in the case of an unincorporated entity, of individuals exercising similar functions).

Indicate the names and addresses of all stockholders of each proposing company within the “proposing entity” who own 10 percent or more of its stock of any class, or all members in the limited liability company or limited partnership who own 10 percent or greater interest therein; if none, the Proposer must state “none.” If one or more such stockholders or members is itself a corporation, partnership, or limited liability company, the stockholders, partners, or members owning 10 percent or more of that entity’s capital shall also be listed; if none, the Proposer must state “none.” This disclosure shall be continued until names and addresses of every individual stockholder, partner, or member exceeding the 10 percent ownership criteria of each corporation, partnership, or limited liability company listed has been identified.

- The business arrangement will be evaluated as discussed in Section 5 of this D/B RFP. Proposers are reminded that the extent and nature of proposed changes will be part of the Proposal evaluation. Substantial changes to the business arrangements presented in the Design/Build Contract may result in less favorable or unfavorable evaluations.
- Present the business and financial aspects of the Proposer (all members of the

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proposing entity).. The Proposer shall submit sufficiently up to date information to allow evaluation of the Proposer's ability to satisfy the selection criteria described in Section 5 of the D/B RFP.

- Provide the following information and statements<sup>1</sup>:
  - A copy of the most recent annual report with footnotes.
  - Latest Dun and Bradstreet Report.
  - All quarterly reports filed with the SEC on Form 10K or Form 8K since the last 10K was filed (if applicable).

If such Proposer is not required to make periodic filings with the SEC, such Proposer shall submit audited financial statements for the organization's last completed fiscal year of operation.

- Detailed information concerning all direct and indirect fixed or contingent liabilities undertaken by the Proposer, its parent, affiliates, and subsidiaries in connection with other projects, whether by way of financial or performance commitments, guarantees, or otherwise that may put limitations on its financial exposure for this project.
- Financial statement including income statements, balance sheets, and changes in financial position. The Proposer will also disclose any outstanding litigation against it that could materially and adversely affect its financial condition or, if adversely determined, has a reasonable likelihood of requiring it to seek protection under any provisions of the US or equivalent bankruptcy codes.

### ***Section 5 - Confidential and Proprietary Information***

This section of the Proposal shall present technical, financial, other confidential information, and proprietary information that the Proposer claims are exempt from public disclosure, as set forth in Section 3.9 of the D/B RFP.

### ***Section 6 - Technical Proposal Forms***

To be deemed responsive to this D/B RFP, Proposers must provide the requested information and complete in detail all the Technical Proposal Forms provided in Section 6 of the D/B

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<sup>1</sup> The information required under this bullet will not count toward the maximum allowable number of pages in the Technical Proposal, as indicated in Section 4.3.

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RFP. Only Technical Proposal Forms shall be included in this section of the Proposal. NO PRICING INFORMATION SHALL BE INCLUDED WITH THE TECHNICAL PROPOSAL FORMS.

***Section 7 - Supplemental Information***

Proposer may submit supplemental information on its experiences and qualifications to execute the D/B Project.

**4.4 PRICE PROPOSAL FORMAT AND CONTENT**

The Price Proposal shall be provided in a **separate sealed envelope** in accordance with Sections 4.1 and 4.2. The Price Proposal shall include current information and shall be arranged and include content as described below:

The Proposer is encouraged to use the evaluation criteria identified in Section 5 of this D/B RFP as a reference when developing the Price Proposal.

***Section 1 - Introduction***

The Proposer shall include an introduction which outlines the contents of the Price Proposal. In this section, the Proposer should highlight how the technical approach selected for the Proposal impacts the Fixed Design/Build Price and discuss the benefits of the selected approach. The Proposer should also describe the approach and assumptions used to determine the Fixed Design/Build Price.

***Section 2 - Derivation of Costs***

In this section, the Proposer shall provide a detailed breakdown of major costs such as engineering and design, permitting, and construction of individual treatment process areas. The level of detail within the Price Proposals should be sufficient to allow evaluation using the process outlined in Section 5 of this D/B RFP, and to demonstrate thoughtful consideration of the requirements of this D/B RFP.

***Section 3 - Completed Price Proposal Forms***

The Proposer is required to complete **all** of the Price Proposal Forms included in Section 6 of the D/B RFP. Section 6 provides a description of the Price Proposal Forms.

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## SECTION 5 EVALUATION CRITERIA

### 5.1 PROPOSAL EVALUATION OVERVIEW

The Proposal evaluation process will consist of two phases: the Qualification Phase and the Relative Evaluation Phase, as shown in Figure 5-1.

Each Proposal shall first be reviewed to determine whether it has been submitted in accordance with the Proposal submittal requirements specified in Section 4 of this D/B RFP. Proposals that meet this criterion will be designated "Responsive." "Non-responsive" Proposals will be rejected.

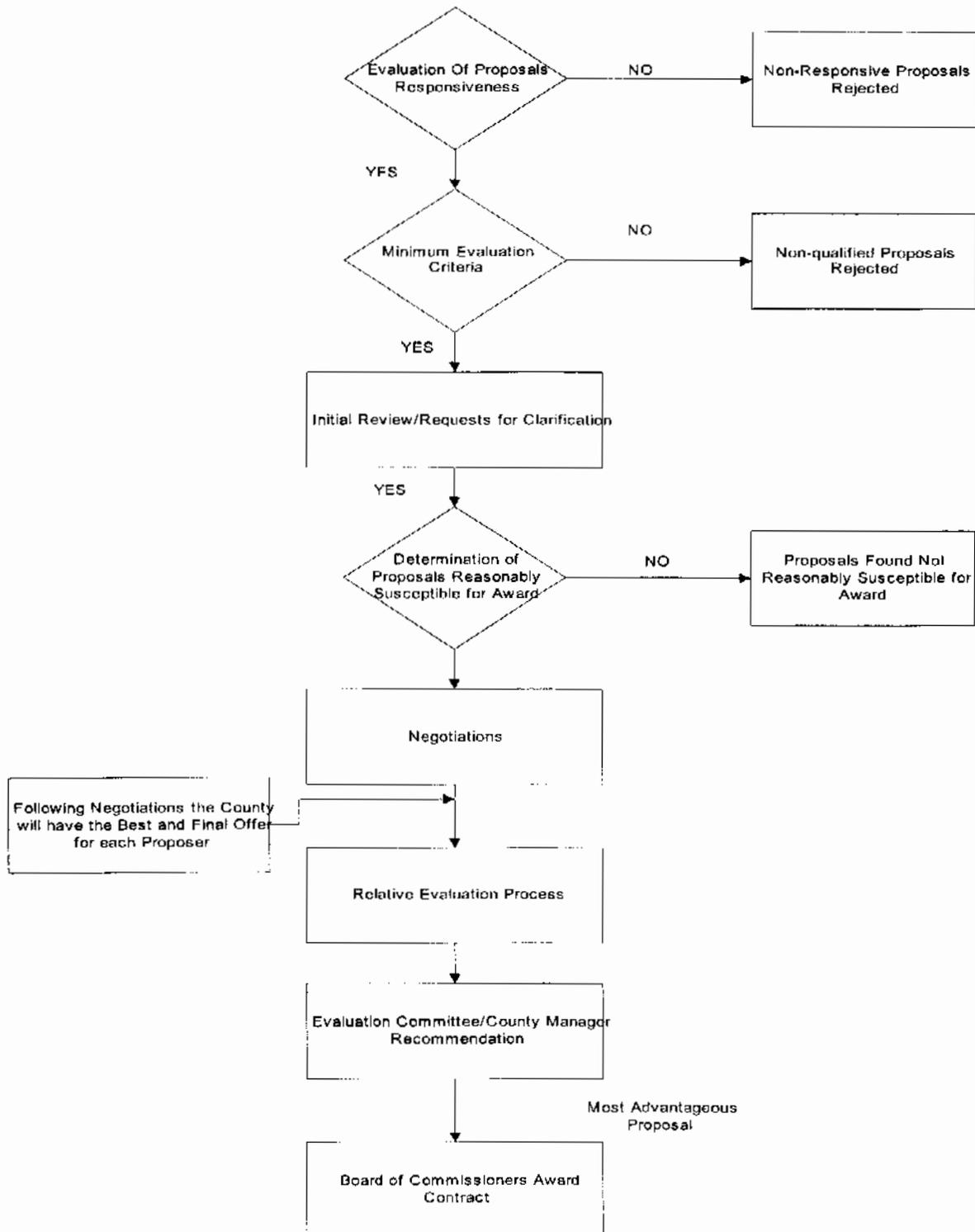
Responsive Proposals will be further evaluated to determine whether the Proposal meets the Minimum Evaluation Criteria specified in Section 5.2 of this D/B RFP. Proposals meeting the Minimum Evaluation Criteria will be designated "Qualified." "Unqualified" Proposals will be eliminated from further review and the applicable Proposer so advised in writing.

Should the County elect to negotiate with Proposers that have submitted Qualified Proposals, the County shall determine which Proposals are "Reasonably Susceptible for Award" based on the initial review (considering the evaluation criteria set forth in this D/B RFP) of the Proposals received, and the County may enter into discussion and negotiation with and/or permit Proposal revision by any one or all such Proposers.

Following the process to determine which Proposals are "Reasonably Susceptible for Award," the County will undertake a detailed evaluation of the negotiated Proposals based upon the Relative Evaluation Criteria in Section 5.3 of this D/B RFP. Notwithstanding the above, the County reserves the right either: 1) to perform such a detailed evaluation without negotiations immediately upon determining the Qualified Proposals, or 2) to conduct a best and final offer process following negotiations and prior to such evaluation based on the Relative Evaluation Criteria. The Relative Evaluation process will consist of a Technical Proposal evaluation and a Price Proposal evaluation which will be weighted as follows:

<u>Proposal</u>	<u>Weight</u>
Technical	65 points
Price	35 points
Total	100 points

Figure 5-1 Design/Build Proposal Evaluation Process





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The Proposer should not assume that the County will request best and final offers and should, therefore, provide its lowest price and most favorable business terms in its initial Proposal. Absent a request for best and final offers, reductions in price will only be permitted to the extent there is a corresponding change in scope or risk in the negotiated Design/Build Contract.

## **5.2 MINIMUM EVALUATION CRITERIA**

The Proposer must satisfy the Minimum Evaluation Criteria described below.

1. Financial Qualifications. The Proposer shall demonstrate, in accordance with generally accepted accounting principles, that it has a net worth of at least \$100 million.
2. Experience. The Proposer (the proposing team or entity) shall satisfy each of the following criteria for design and construction experience. Flow capacity of wastewater reclamation facilities is "maximum 30-day average flow."
  - Minimum of three (3) municipal wastewater reclamation facilities of 10-MGD or greater capacity design and/or constructed as a design/build project in the last 10 years.

## **5.3 RELATIVE EVALUATION CRITERIA**

Qualified Proposals will be evaluated as described below. The County reserves the right to request any additional information from a Proposer that may provide further insight regarding its qualifications.

It is important that the Proposal include all necessary information to demonstrate clearly its value to the County.

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### 5.3.1 Technical Proposal Evaluation

The following factors will be considered in evaluation of the Technical Proposal. Predetermined weighting, as shown below has been allotted to these factors. Except as indicated here, the County will not further describe how points will be distributed or weighted. A detailed description of the evaluation factors is provided in Table 5-1.

1. Proposer (20 points)
  - Experience, D/B Experience, MBR Experience
  - Financial strength and business arrangement
  - Non-financial references
  - Design capability and availability
  - Construction capability and availability
  - Evaluation of the Guarantor of the Project
  - Terms and Conditions
  
2. Technical Approach (35 points)
  - Completeness and organization
  - Justification for proposed technical approach
  - Life-cycle cost benefits of proposed technical approach
  - Non-economic benefits of proposed technical approach
  - Likelihood of compliance with Performance Guarantees
  - Achievability, redundancy, and reliability
  - Layout, footprint, and expandability
  - Operability and maintainability
  - Chemical and utility requirements
  - Understanding of risk associated with the Project; design/build guarantees
  - Exceptions taken to Requirements
  - Delivery schedule
  - Architectural design as it relates to the community standards
  - Key Personnel
  
3. Local Presence (10 points)

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**TABLE 5-1**

**RELATIVE EVALUATION CRITERIA – TECHNICAL PROPOSAL**  
**CRITERION 1 – PROPOSER (20 Points)**

The description provided in Table 5-1 is intended as a guide to the evaluation activities. It is NOT intended to be a list of the entire parameters, associated with each item that will be considered.

**Experience:** Experience of the Proposer with design and construction wastewater reclamation facilities for municipal clients. Proposer's experience in the Design/Build Work and MBR applications will be considered.

**Financial Strength:** The financial strength of the Proposer will be evaluated for its adequacy to secure the full and timely execution of the D/B Project. Considerations may include, not necessarily in order of importance: 1) credit rating, if any, 2) net worth, 3) leverage (long-term debt to total capital ratio), 4) profitability (net and operating income trends) in relation to size, 5) liquidity (current debt to current assets ratio, and 6) overall financial stability. The extent and nature of proposed changes to the Design/Build Contract will be part of the Proposal evaluation. Substantial changes to the business arrangements presented in the Design/Build Contract may result in less favorable or unfavorable evaluations.

**Non-Financial References:** Favorable nature of the Proposer's references, especially with regard to the quality, operability, and ease of maintenance of municipal drinking water and wastewater reclamation facilities designed or constructed. The Proposer's promptness, adequacy, and responsiveness in addressing design, construction, start-up, and operational issues also may be considered.

**Design Capability and Availability:** Proposer's ability to execute design activities associated with the D/B Project.

**Construction Capability and Availability:** Proposer's ability to execute construction activities associated with the D/B Project.

**Limits on Guarantor's Liability:** Any limits on the liability of the Guarantor stated in any proposed modifications to the Draft Service Contract or Guaranty Agreement may lessen the advantage of the Guarantor's financial strength as far as security for performance is concerned.

**Business and Contractual Terms, and Risk Assumed by Proposer:** Advantage to the County of the business and risk position and analysis proposed in response to the Draft D/B Contract and conditions required by County in this RFP. Considerations include but are not limited to design/build guarantees, the forms of surety, uncontrollable circumstances, any limitations on contractual liability, damages, defaults and remedies, and indemnities.

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**RELATIVE EVALUATION CRITERIA – TECHNICAL PROPOSAL**  
**CRITERION 2 – TECHNICAL APPROACH (35 Points)**

The description provided in Table 5-1 is intended as a guide to the evaluation activities. It is NOT intended to be a list of the entire parameters associated with each item that will be considered.

**Completeness and Organization:** The Completeness of the Proposer's plan in meeting the requirements of the D/B RFP will be considered along with the organization of material presented for clarity and ease of understanding.

**Justification:** Soundness of technical approach with regard to both design and construction. Justification for selected design parameters and success of existing similar installations will be considered.

**Non-economic Benefits:** Aspects of the technical approach which provide value to the County will be regarded favorably. Beneficial Project features include those which increase the flexibility of operations, increase options for future expansion of the plant, demonstrate environmental stewardship, and improve public perception of the Project.

**Achievability, Redundancy, and Reliability:** Redundancy at potential points of failure and reliability of the JCEC and elements thereof will be considered to the extent that these items relate to reducing the potential for effluent permit violations.

**Layout, Footprint, and Expandability:** There will be limited potential for the County to obtain property adjacent to the JCEC. Therefore, it is advantageous to the County that the initial plant layout supports the ultimate build-out plant capacity. The initial footprint and expandability of the proposed JCEC will be considered.

**Operability and Maintainability:** Operational complexity of the proposed JCEC will affect the cost to operate the plant, increasing its life cycle cost. In the interest of minimizing overall Project life cycle cost, this factor will be considered. In addition, operational complexity increases the required skill of operators and increases the opportunity for mistakes which could lead to effluent permit violations. Level of automation will be considered, as it reduces complexity from the perspective of plant operators. The extent and difficulty of maintenance labor as well as cost of maintenance materials will be considered.

**Chemicals and Utilities:** Chemical usage may result in increased traffic to the JCEC, exposure of operators to associated hazards, and public image problems. Although the cost of chemicals and utilities will be considered directly, these non-economic aspects of their use also will be considered.

**Exceptions taken to Requirements:** The County will consider the extent to which the proposed JCEC meets or exceeds the requirements of the D/B RFP as well as any exceptions to the Design/Build Contract.

**Delivery Schedule:** The County is pursuing an extremely aggressive schedule due to the operational conditions at the existing plant. The Proposers should consider schedule against cost and propose a cost effective, aggressive schedule. The maximum permissible schedule is 40 months.

**Life-cycle Cost Benefits/Operational Net Present Value:** Design choices that result in lower operation and maintenance cost will be regarded favorably. Such choices should minimize the life cycle cost of the Project.

#### Operational Net Present Value

The following procedures and assumptions will be used to perform the Price Proposal evaluation:

- NPV life-cycle cost is based on a 20-year operating period and a discount rate of 6 percent. The discount rate includes inflation. The average annual permeate flow rate in each of the 25 years is equal to design QAVG in Appendix 2.
- Operating costs considered in the evaluation include, but are not necessarily limited to, the following: power consumption, chemical usage, solids transportation and disposal, operating labor, maintenance labor, and maintenance materials.
- Fine Bubble Aeration Efficiency is 1%/ft of submergence
- Power consumption includes power for all activities taking place on the JCEC site. The unit power cost is \$0.04 per kilowatt-hour.
- Chemical usage includes all chemicals used for treatment processes on the JCEC site. Unit chemical costs are as follows:

<b>CHEMICAL UNIT COSTS</b>	
<b>CHEMICAL</b>	<b>UNIT COST</b>
Alum (50 weight percent solution, as $Al_2(SO_4)_3 \cdot 14.3 H_2O$ )	<b>\$0.078/dry pound</b>
Ferric chloride (35 weight percent solution, as $FeCl_3$ )	<b>\$0.74/dry pound</b>
Quick lime ( $CaO$ )	<b>\$0.0435/dry pound</b>
Hydrated lime ( $Ca(OH)_2$ )	<b>\$0.45/dry pound</b>
Sodium hypochlorite (12.5 weight percent solution, as $Cl_2$ )	<b>\$ 0.51 per gallon</b>

Sodium hydroxide (25 weight percent solution, as NaOH)	\$ .69 per gallon
Citric acid (50 weight percent solution, as C <sub>6</sub> H <sub>8</sub> O <sub>7</sub> )	\$ 0.86 per pound

- Solids disposal will be to a municipal landfill. The cost for solids disposal, including transportation, is \$25 per dry ton.

**Architectural Design As It Relates To The Community Standards:** All aspects of the architectural of the buildings and the landscaping of the site. The footprint of the design and its arrangement on the designated site envelope will be considered.

**Key Personnel:** The experience of the key personnel proposed will be considered for experience and success in the wastewater treatment plant design and/or construction, design/build experience and experience with MBR applications.

**RELATIVE EVALUATION CRITERIA – TECHNICAL PROPOSAL  
CRITERION 3 – LOCAL PRESENCE (10 points)**

**Local Presence:** Local presence (Fulton County address) of members of the Proposer or Joint Venture Team that will be responsible for design and construction of the D/B Project. Sub-contractors are not considered in this criterion

**5.3.2 Price Proposal Evaluation**

The Price Proposal evaluation will consider both the capital cost and the Milestone and Drawdown Schedule. Additionally, the capital cost will be added to the operational net present value for further consideration Alternate Proposals will be considered but not necessarily evaluated for award.

Risk—the proposer’s understanding of the specific areas of risk and risk allocation.

**5.4 NEGOTIATIONS**

In accordance with OCGA 36-91-40 and at the election of the County, Those Proposers who are deemed Reasonably Susceptible for Award may have the opportunity to enter into discussions, negotiations, and/or revisions of their Proposals with the County. To the extent permitted by Applicable Law, Proposals may be deemed Not Reasonably Susceptible for Award after an initial evaluation or at any time during the procurement process.

The County may or may not choose to enter into negotiations with Proposers Reasonably Susceptible for Award prior to the relative evaluation process as illustrated in Figure 5-1. Should the County choose to conduct the relative evaluation process without entering into

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negotiations, selection will be based on the Proposal as initially submitted. Therefore, Proposers are encouraged to present their best Proposal initially.

After any discussions, negotiations, and revisions with the Proposers deemed Reasonably Susceptible for Selection Award, the County may request best and final offers. The County does not currently anticipate requesting any best and final offers during negotiations; however, the County will not decide whether to make such a request until Proposals have been submitted or any negotiations have been conducted.

## SECTION 6 PROPOSAL FORMS

### 6.1 INTRODUCTION

To be deemed responsive to this D/B RFP, Proposers must provide the information requested and completed in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Design/Build Project must sign the Proposal Forms. All Technical Proposal or Price Proposal Forms shall be included with each copy of the Technical or Price Proposal, respectively. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

The pricing information contained on the Price Proposal Forms will escalate in accordance with the applicable Fixed Design/Build Price Adjustment Factor beginning on the fifteenth month anniversary of the Proposal Submission Date as detailed in Appendix 8.

#### Technical Proposal Forms

Technical Proposal Form 1:	Proposal Transmittal Letter
Technical Proposal Form 2:	Non-Collusion Affidavit and Pricing Commitment
Technical Proposal Form 2A:	Corporate Certifications
Technical Proposal Form 3:	Wastewater Treatment Process Design
Technical Proposal Form 4:	Equipment and Systems
Technical Proposal Form 5:	Disclaimer Statement
Technical Proposal Form 6:	Information Certification
Technical Proposal Form 7:	Technical Requirements Certification
Technical Proposal Form 8:	Promise of Non-Discrimination
Technical Proposal Form 9:	Royalty and License Fees
Technical Proposal Form 10:	Operational Life Cycle Costing Information/Operational Cost Guarantees
Technical Proposal Form 11:	Certificate for Disbarment
Technical Proposal Form 12:	Guarantor Acknowledgement
Technical Proposal Form 13:	Key Project Staff
Technical Proposal Form 14:	Warranty Information

**Price Proposal Forms**

Price Proposal Form 1:	Fixed Design/Build Price
Price Proposal Form 2:	Construction Milestone and Drawdown Schedule
Price Proposal Form 3:	Deducts and Alternate Proposals

## **6.2 TECHNICAL PROPOSAL FORMS DESCRIPTION**

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

### **6.2.1 Proposal Transmittal Letter**

The Proposer shall copy and complete the Proposal Transmittal Letter to warrant the specified conditions. Together with each original and copy of the Proposal, the County must receive one original Proposal Transmittal Letter, as provided in Technical Proposal Form 1, on the official letterhead of the Proposer acknowledging, among other things, that the Proposer has completely reviewed, understands, and agrees to be bound by the requirements of this D/B RFP. The letter further commits the Proposer, if selected, to carry out the provisions of the Proposal and to enter into the "Subcontract For The Membrane System For Johns Creek Environmental Campus" with the Selected Membrane System Supplier.

### **6.2.2 Non-Collusion Affidavit and Pricing Commitment**

The Proposal shall include a copy of Technical Proposal Form 2, executed by an authorized officer of the corporation. The corporate address shall be shown below the signature. Proposals by partnerships shall include the official business address of the partnership, and the state of organization shall be shown below the signature. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

### **6.2.3 Wastewater Treatment Process Design**

The Proposer shall complete Technical Proposal Form 3, Wastewater Treatment Process Design, which is a summary of the Proposer's process configuration; design criteria; redundancy; and pump, blower, and motor sizing.

### **6.2.4 Equipment and Systems**

The Proposer shall duplicate and complete Technical Proposal Form 4 for all major equipment and systems. The Proposer shall provide a level of detail in each Technical Proposal Form 4 submitted to allow the County to assess the material quality, performance capacity, and overall durability of the proposed components. At a minimum, the forms shall be prepared for the following major equipment and systems proposed:

1. All motor-driven equipment.
2. All electrical equipment.
3. All tanks and metering pumps.
4. All instrumentation, control, process monitoring, and communication systems.

## 5. Piping and valves

Proposers shall include a separate page for each piece of equipment, treatment system, or other applications followed by a separate page for each major piece of equipment used in that system, as appropriate.

Technical Proposal Form 4 has been developed such that Proposers can modify and refine the forms to provide a description of the proposed equipment and systems. This information may be provided within the forms or attached to the forms.

### 6.2.5 Disclaimer Statement

Proposers shall complete and submit Technical Proposal Form 5, which releases the County from responsibility for the accuracy of information contained in this D/B RFP.

### 6.2.6 Information Certification

Proposers shall complete and submit Technical Proposal Form 6, which certifies that the Proposal contains true and accurate information.

### 6.2.7 Technical Requirements Certification

Proposers shall complete and submit Technical Proposal Form 7, which certifies that the Proposer has read and agrees to meet the Performance Criteria, the Minimum Technical Requirements, Warranty, and all Testing Requirements contained in the Appendices. In addition, the Proposer shall certify that the costs specified in Price Proposal Form 1 – Fixed Design/Build Price consider and reflect the requirements contained in the Appendices.

### 6.2.8 Promise of Non-Discrimination

Proposers shall complete and submit Technical Proposal Form 8, which certifies that the Proposer may not practice discrimination during the execution of the Membrane System Scope of Supply.

All Contract Compliance documents (**Exhibits A-F and EBO Plan**) are to be placed in a separate sealed envelop 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.”

### **6.2.9 Royalty and License Fees**

Proposer shall complete and submit Technical Proposal Form 9, which certifies that any and all initial and future royalty and license fees are included in the Fixed Design/Build Price.

### **6.2.10 Guarantee Operation Cost and Life Cycle Costing Information**

Fulton County desires to examine and evaluate the life cycle cost of the plant operations over a 20 year life and to obtain a Guarantee of Operational Cost during the first 12 months. The following information is critical to being able to accomplish this task. The values will be evaluated for both the effect they have on the life cycle cost and the accuracy of the values based upon the information provided on Technical Proposal Forms 3 and 4.

The Proposer shall complete Technical Proposal Form 10 which identifies the power consumption, chemical cost, odor control chemical cost and sludge disposal cost that the Proposer calculates should not be exceeded under two sets of influent conditions: average annual and maximum 30-day average influent loads.

For any 30-day period of plant operation, calculate the daily average influent flow rate and daily average influent loads of TSS, cBOD<sub>5</sub>, TKN, and TP<sup>1</sup>. Divide the 30-day average of each type of influent load (expressed in "lb/d") by the 30-day average flow rate (expressed in "MGD") to obtain normalized influent loads (expressed in "lb/MG").

#### **Average Annual Influent Loads Normalized to Flow**

Use the "Average Annual" column of Table A2-2 to determine a similar value for TSS, cBOD<sub>5</sub>, TKN, and TP. Compare the values calculated for the actual 30-day period to the values calculated based on Table A2-2. If each of the normalized influent loads for the actual 30-day period is less than or equal to the value calculated based on Table A2-2, then the guarantees under this set of influent conditions apply.

#### **Maximum 30-Day Average Influent Loads Normalized to Flow**

Use the "Maximum 30-Day Average" column of Table A2-2 to determine a similar value for TSS, cBOD<sub>5</sub>, TKN, and TP. Compare the values calculated for the actual 30-day period to the values calculated based on Table A2-2. If each of the normalized influent loads for the actual 30-day

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<sup>1</sup> Parameters and units shall be as defined in Appendix 2.

period is less than or equal to the value calculated based on Table A2-2, then the guarantees under this set of influent conditions apply.

In either case, "Power Consumption" includes all power consumption on the JCEC site during the 30-day period for wastewater treatment or any other purpose.

"Chemical Cost" shall be calculated using the quantities of each type of chemical used during the 30-day period and the unit costs presented in Section 5, not the chemical cost actually paid by the plant. Include all chemical use on the JCEC site.

"Sludge Disposal Cost" shall be calculated using the amount of sludge leaving the site during the 30-day period. The associated cost shall be based on the unit cost for sludge transportation and disposal in Section 5, not the costs actually incurred by the plant. This item includes primary sludge, waste activated sludge, and digested sludge, whether dewatered or not. It does not include screenings or grit.

#### **6.2.11 Disbarment Certificate**

Proposer shall complete and submit Technical Proposal Form 11, which certifies that neither it or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the project by Fulton County Government.

#### **6.2.12 Guarantor Agreement**

The Proposer must have the Guarantor for the Contract Services complete and sign Technical Proposal Form 4. Technical Proposal Form 4 commits the Guarantor to fulfill all the obligations required for performing the Contract Services as described in the RFP and in accordance with the provisions outlined in the Service Contract throughout its Term.

#### **6.2.13 Key Staff**

The Proposer shall duplicate and complete Technical Proposal Form 5 for all key project staff members who perform services. At a minimum, a form shall be completed for the proposed project, design, construction, managers. Additional forms may be provided for other key team members critical for demonstrating a Proposer's qualifications to perform the services.

#### **6.2.14 Warranty Information**

The Proposer shall provide warranty information for all major pieces of equipment listed on Technical Proposal Form 4 and for those components that are identified on this Technical Proposal Form.

#### **6.2.15 Contractor Or Proposer's Form And Questionnaire**

All Proposers and members of proposing team to include joint venture partners, members, major subcontractors (design, engineering, construction lead) shall fill out Technical Proposal Form 15

### **6.3 PRICE PROPOSAL FORMS DESCRIPTION**

The subsequent paragraphs present an overview of each Price Proposal Form.

#### **6.3.1 Fixed Design/Build Price**

The Proposer shall complete Price Proposal Form 1 by providing a breakdown of the Fixed Design/Build Price. The Fixed Design/Build Price shall be broken down by the line items shown. Proposers may further subdivide any of these line items, as appropriate. Prices shown shall be inclusive of all taxes (including Georgia state sales tax, as applicable) and a statement to that fact must be signed on the bottom of the Price Proposal Form 1. Failure to sign this statement will result in the County adding the appropriate amount of tax to the bid. The Total of the bid shall include all taxes.

#### **6.3.2 Construction Milestone and Drawdown Schedule**

The Proposer shall complete Price Proposal Form 2 by submitting a detailed breakdown of activities pertaining to permitting, design, engineering, construction, and Acceptance Testing into the associated monthly milestones and milestone payments. The schedule should include all major activities performed by the Proposer from the Notice to Proceed with Construction to the Acceptance Date. The Proposer is encouraged to provide information in this schedule that parallels the Master Project Schedule. Placement of equipment purchase orders will not be acceptable as milestones unless special long lead time equipment requires significant upfront payment. Acceptable milestones will include equipment, infrastructure, or other materials installation or placement.

The maximum cumulative percentage of the Fixed Design/Build Price and the maximum cumulative drawdown amount will be calculated based on the milestones included in the schedule. In addition Price Proposal Form 2 shall include a guaranteed maximum period from Notice to Proceed with Construction through successful completion of the Acceptance Test (Acceptance Date) for all DB Work.

### **6.3.3 Deducts and Alternate Proposals**

The Proposer shall complete Price Proposal Form 3 for the following situations: 1) items listed in section 4 of the RFP which are not completely resolved as of the writing of the RFP and the resolution of these items would have significant cost implications 2) alternate proposals to the specifications in the RFP described in the technical approach which either reduce or increase the fixed D/B Price from Price Proposal Form 1, or 3) additional or modified services provided by the MSS, Zenon Environmental Inc., which increases, decreases or modifies the MSS scope of supply and alters the compensations to Zenon Environmental Inc. for this Project.

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## TECHNICAL PROPOSAL FORM 1 PROPOSAL TRANSMITTAL LETTER

**(To be typed on Proposer's letterhead)**

Date:

Proposer:

Address:

Telephone:

Contact Person:

Type of Business Entity and State of Organization (Corporation, Limited Liability Company, Partnership, Joint Venture, Other):

In submitting this Proposal, the Proposer warrants and represents that:

1. In submitting this Proposal, the Proposer warrants and represents that:
  - A. The Proposer has reviewed and understands the requirements of this Design/Build RFP and the addenda to this Design/Build RFP, and, if selected, will carry out the provisions of the Proposal including execution of the "Subcontract For The Membrane System For Johns Creek Environmental Campus" with the Membrane System Supplier by the Contract Date, and the Proposer further guarantees that it will in no way deviate from the schedule, price and warranties or other terms and conditions contained in the proposal accepted by the County.
  - B. "Proposer understands and guarantees that should it fail to execute the "Subcontract For The Membrane System For Johns Creek Environmental Campus" with the Membrane System Supplier by the Contract Date, that it forfeits its Design/Build Bid Bond and that the County will proceed on this bond. The D/B Company, if selected, guarantees and warrants that it will negotiate with the Membrane System Supplier in good faith."

- C. All information submitted in support of the Proposal is accurate and factual and is submitted fairly, and the Proposer represents that it will contract with the Membrane System Supplier for the Membrane System Supplier to provide the proposed Membrane System Scope of Supply on the terms and conditions set forth in its Proposal.
- D. All representations made regarding the Proposer's willingness to meet the required Performance Criteria, and the Proposer's concurrence with the proposed business arrangement, are true.
- E. The individuals who will be the Proposer's key technical and business representatives for this procurement are set forth below:

Name	Title	Address	Phone
<hr/>			

- F. The contact person who will serve as the interface between the County and the Proposer is:

NAME  
 TITLE  
 ADDRESS  
 PHONE  
 FAX  
 E-MAIL

- 2. The provisions of the Draft Design/Build Contract are acceptable to Proposer and constitute part of the binding and irrevocable offer of the Proposer, except where modifications have been made in the Proposal.
- 3. The letter of credit, bonding and the insurance coverage required by this RFP can and will be provided by the Proposer as and when required.
- 4. The Proposal is submitted pursuant to due authorization by, and is in all respects binding upon, the Proposer.
- 5. The Proposer is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Proposer to perform its obligations under the Service Contract. The Proposer and any

and all of its subcontractors have not been debarred from contracting in the State of Georgia. The submittal of this Proposal has been authorized by all required action of the Proposer, including any action required by any charter, by-laws, partnership agreement, and/or operating agreement, as the case may be, and any Applicable Laws which regulate the conduct of the Proposer's affairs. The performance of all obligations of the Proposer set forth in the Proposal do not conflict with and do not constitute a breach of or event of default under any charter, by-laws partnership agreement, and/or operating agreement, as the case may be, of the Proposer or any agreement, indenture, mortgage, contract or instrument to which the Proposer is a party or by which it is bound.

6. There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental body against the Proposer wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Proposer of its obligations under the D/B Contract or the other transactions contemplated thereby, or which, in any way, would materially adversely affect the validity or enforceability of the obligations proposed to be undertaken by the Proposer, or any agreement or instrument entered into by the Proposer in connection with the transaction contemplated hereby.
7. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Proposer has been adjudicated to be in violation of any state or federal environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal anti-trust or similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing such laws.
8. The Proposer's obligations under the Design/Build Contract will be guaranteed by [Name of Guarantor], as evidenced by the Guarantor Acknowledgement Form.
9. I certify, under the penalties of perjury, that the Proposer, to my best knowledge and belief, has filed all Georgia state tax returns and paid all Georgia state taxes and all other taxes required by law.
10. Proposer agrees that in the performance of the Design/Build Contract it will comply with all lawful agreements, if any, which the Proposer has 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.

State Taxpayer Identification Number<sup>1</sup>: \_\_\_\_\_

Federal Taxpayer Identification Number<sup>1</sup>: \_\_\_\_\_

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

<sup>1</sup> The Proposer shall indicate if applied for.

Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**TECHNICAL PROPOSAL FORM 2  
NON-COLLUSION AFFIDAVIT  
AND PRICING COMMITMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the City of \_\_\_\_\_,  
in the County of \_\_\_\_\_ and the State of \_\_\_\_\_,  
of full age, being duly sworn on oath depose and say  
that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the  
Proposer making the Proposal in response to the Fulton County, Georgia, Johns Creek  
Environmental Campus Design/Build Request for Proposals ("The D/B RFP") and that I  
executed the said Proposal with full authorization to do so; that said Proposer has not,  
directly or indirectly, entered into any agreement, participated in any collusion, or  
otherwise taken any action in restraint of free, competitive bidding in connection with the  
services; that all statements contained in said Proposal and in this affidavit are true and  
correct, and made with full knowledge that Fulton County (the "County") relies upon the  
truth of the statements contained in this affidavit in selecting the D/B Company for the  
said services.

I certify that this Proposal is made without prior understanding, agreement, or connection  
with any corporation, firm or person submitting a proposal 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 damage  
awards. I agree to abide by all conditions of this Proposal and certify that I am authorized  
to sign this Proposal for the Proposer.

I understand the D/B RFP and have based the Proposal on the risk allocation  
contained in the Design/Build Contract. The Proposer accepts all the terms and  
conditions contained in the Design/Build Contract and will commit to signing a contract  
to provide the D/B Project upon selection by the County.

I have submitted all Proposal Forms, which are incorporated into this Proposal by  
this reference.

I further certify:

- a. that the Proposer is not currently suspended or debarred from conducting  
business with any government entity;

- b. that the Proposer has reviewed all of its engagements and pending engagements and that, in making this Proposal, no potential for conflict of interest or unfair advantage exists; and
- c. that the information supplied by the Proposer in this Proposal is current, truthful, and complete.

Having carefully examined the project documents comprising the D/B RFP and all other documents bound therewith, together with all Addenda thereto, all information made available by the County, and being familiar with the Project and the various conditions affecting the Project, the undersigned hereby offers to furnish all the labor, materials, supplies, equipment, and other things necessary or proper or incidental to the Project as required by and in strict accordance with the applicable provisions of this D/B RFP and of all Addenda issued by the County and mailed to the undersigned prior to the Proposal Submission Date, whether received by the undersigned or not, for the Fixed Design/Build Price stated in the Proposal as elected to be implemented by the County and at the County's sole discretion.

I acknowledge receipt of Addenda:

<u>No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Project upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.

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

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

*Note: If this Proposal is being submitted by a corporation, the Proposal shall be executed in the corporate name by the president or other corporate officer, and attested to by the clerk. A certificate of the clerk of the corporation evidencing the officer's commission to execute the Proposal shall be attached.*

*If this Proposal is being submitted by a joint venture, it shall be executed by all joint venture partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above. Such joint venture entity shall also submit a copy of the Joint Venture Agreement to the County as part of its Proposal.*

\_\_\_\_\_  
(Notary Public)

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me appeared \_\_\_\_\_, personally known to me to be the person described in and who executed this \_\_\_\_\_ and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

(seal)

\_\_\_\_\_  
(Name Printed)

Residing at \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

**TECHNICAL PROPOSAL FORM 2A  
CORPORATE CERTIFICATION\***

I, \_\_\_\_\_, a Resident of \_\_\_\_\_ in the State of \_\_\_\_\_, DO  
HEREBY CERTIFY: that I am the Clerk/Secretary of \_\_\_\_\_, a Corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_; that I have custody of the records of such Corporation; and that as of the date of this certification \_\_\_\_\_ is an

\_\_(Officer)

\_\_(Title)

*authorized to execute and deliver in the name and on behalf of the CORPORATION all documents, letters, certificates and other instruments which have been executed by such Officer on behalf of the Corporation in connection with the Corporation's Proposal to the County delivered in response to the County's Request for Proposals for the Johns Creek Environmental Campus Design/Build Project.*

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\*\*\*

\_\_\_\_\_  
Clerk/Secretary

\*Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal.

\*\*This must be the name of the person authorized in the corporation's by-laws to sign contracts.

\*\*\*Since an officer cannot self-certify, someone other than the person signing the contract must sign this certification.

## TECHNICAL PROPOSAL FORM 3 WASTEWATER TREATMENT PROCESS DESIGN

Where listed equipment is not being proposed by an individual proposer so indicate with NA in the appropriate blank and note the rationale for the decision in the technical approach portion of the proposal. It is not the County's intent to require specific equipment by having that equipment appear on this list.

<b>Influent Pump Stations</b>	
Number of Pumps	
Motor Size (HP)	
Design Point—Flow Rate of Each Pump (MGD)	
Design Point—Total Dynamic Head (ft)	
Design Point—Efficiency (percent)	
Design Point—Speed (RPM)	
Freeboard at High Water Level (ft)	
<b>Grit Removal</b>	
Number of Grit Units	
Peak Flow Capacity of Each Grit Unit (MGD)	
Freeboard in Influent and Effluent Channels (ft)	
<b>Equalization</b>	
Number of Tanks	
Volume of Each Tank when Full (MG)	
Circular or Rectangular	
Diameter (ft) or Length X Width (ft x ft)	
Maximum Water Depth (ft)	
Freeboard at Maximum Water Depth (ft)	
<b>Influent Flow Measurement</b>	
Number of Parshall Flumes	
Throat Width of Parshall Flume (ft)	
Freeboard in Upstream Channel (ft)	
<b>Primary Treatment</b>	
Number of Clarifiers	
Diameter (ft)	
Side Water Depth at Wall (ft)	
Freeboard in Effluent Launder at Peak Flow Rate (ft)	
<b>Fine Screenings</b>	
Number of Screens	
Peak Flow Capacity of Each Screen (MGD)	
Size of Openings (mm)	

Freeboard at High Water Level (ft)	
<b>Activated Sludge Process</b>	
Number of Trains	
Volume of Each Train (MG)	
Side Water Depth (ft)	
Aerated Volume of Each Train (MG)	
Un-aerated Volume of Each Train (MG)	
Aerated or Un-aerated ("Swing") Volume of Each Train	
Design Maximum MLSS Concentration (mg/L)	
Design Solids Retention Time (days)	
Freeboard	
<b>Alkalinity Adjustment</b>	
Chemical Used (e.g. Quick lime, Hydrated Lime, Caustic, or NA)	
Design Dose under Average Influent Design Conditions (mg/L)	
Basis for Dose Given Above [e.g. as OH-, as NaOH, as CaO or as Ca(OH) <sub>2</sub> ]	
Density of Delivered Chemical to JCEC	
Units for Previous Line [e.g. lb/cuft or lb/gallon]	
Weight Percent of Delivered Chemical as Basis (percent) [e.g. 25% (NaOH)]	
Number of Metering Pumps or Feeders (for Alkalinity Adjustment)	
Capacity of Each Metering Pump or Feeder	
Units for Previous Line [e.g.-- gph or lb/hr]	
Number of Bulk Storage Tanks or Silos	
Volume of Each Tank or Silo	
Units of Previous Line [e.g. gallons or tons]	
<b>Chemical Phosphorus Removal</b>	
Chemical Used [e.g. Alum, Ferric Chloride, or NA]	
Design Dose under Average Influent Design Conditions (mg/L)	
Basis for Design Dose Given Above [e.g. Fe <sup>3+</sup> , FeCl <sub>3</sub> , or Alum]	
Specific Gravity of Delivered Chemical Solutions (no units)	
Weight Percent of Delivered Solution as Basis (percent) [e.g. 48% (Alum)]	
Number of Metering Pumps (for Chemical Phosphorus Removal)	
Capacity of Each Metering Pump (gph)	
Number of Metering Pumps for Same Chemical Delivered	

to Primary Treatment	
Capacity of Each Metering Pump (gph)	
Number of Bulk Storage tanks for this Chemical	
Volume of Each Tank (gallons)	
<b>Acration System, Mixing Equipment</b>	
Type of Aeration (Fine Bubble Diffused Air or Jet)	
Number of Aeration Blowers	
Motor Size (IIP)	
Design Point—Air Flow Rate of Each Blower (scmf)	
Design Point—Differential Pressure (psi)	
Design Point—Efficiency (percent)	
Design Point—Speed (rpm)	
Diffuser Type [e.g. 9-inch Membrane or NA]	
Number of Diffusers in Each Activated Sludge Train	
Types of Mixers [Submersible or NA]	
Number of Mixers in Each Activated Sludge Trains	
Motor Size (HP)	
Type of Jet Pump [e.g. Horizontal Centrifugal or NA]	
Number of Jet Pumps	
Motor Size (HP)	
Design Point—Flow Rate of Each Jet Pump (MGD)	
Design Point—Total Dynamic Head (ft)	
Design Point—Efficiency (percent)	
Design Point—Speed (rpm)	
<b>Membrane System</b>	
Maximum Return Flow Rate from Membrane System (MGD)	
Freeboard in Membrane Tanks (ft)	
<b>Ultraviolet Disinfection Process</b>	
Type of UV Lamps (Low Pressure or High Pressure [High Intensity])	
Design UV Dose (mJ/cm <sup>2</sup> )	
Number of Reactor Trains	
Number of Reactors per Reactor Train	
Power Consumption to Deliver Design UV Dose at Peak Flow (kW)	
Freeboard in Influent, Reactor, and Effluent Channels (ft)	
<b>Post-Aeration Process</b>	
Number of Trains	
Number of Post-Aeration Blowers	
Motor Size (HP)	

Design Point—Air Flow Rate of Blower (scfm)	
Design Point—Differential Pressure (psi)	
Design Point—Efficiency (percent)	
Design Point—Speed (rpm)	
Diffuser Type	
Number of Diffusers in Each Train	
Freeboard (ft)	
<b>Effluent Flow Measurement</b>	
Number of Parshall Flumes	
Throat Width of Parshall Flume (ft)	
Freeboard in Upstream Channel (ft)	
<b>Effluent Pump Station</b>	
Number of Pumps	
Motor Size (HP)	
Design Point—Flow Rate of Pumps (MGD)	
Design Point—Total Dynamic Head (ft)	
Design Point—Efficiency (percent)	
Design Point—Speed (rpm)	
Freeboard at High Water Level (ft)	
<b>Re-Use Pump Station</b>	
Number of Pumps	
Motor Size (HP)	
Design Point—Flow Rate of Pumps (MGD)	
Design Point—Total Dynamic Head (ft)	
Design Point—Efficiency (percent)	
Design Point—Speed (rpm)	
Freeboard at High Water Level (ft)	
<b>Force Main from Effluent Pump Station to Effluent Outfall, Outfall</b>	
Inside Diameter of Force Main (in)	
Length of Force Main (ft)	
Elevation Difference from Upstream to Downstream End (ft)	
Peak Flow Capacity of Outfall (MGD)	
<b>Reuse System</b>	
Number of Tanks	
Volume of Each Tank (gallons)	
Tank Dimensions (ft or ft x ft)	
Number of Pumps	
Motor Size (HP)	

Design Point—Flow Rate of Each Pump (MGD)	
Design Point—Total Dynamic Head (ft)	
Design Point—Efficiency (percent)	
Design Point—Speed (rpm)	
<b>Sludge Digestion Process</b>	
Number of Digesters	
Environment [e.g. aerobic or anaerobic]	
Volume of Each Digester (MG)	
Circular, Egg or Rectangular	
Dimensions of Digesters (ft)	
Maximum Water Depth (ft)	
Freeboard at Maximum Water Depth	
Design Solids Retention Time (at Maximum 30-day Average Influent)	
<b>Sludge Holding</b>	
Number of Tanks	
Environment [e.g. Aerobic or Anaerobic]	
Volume of Each Digester (MG)	
Circular or Rectangular	
Dimensions of Each Tanks (ft)	
Maximum Water Depth (ft)	
Freeboard at Maximum Water Depth (ft)	
<b>Centrifuge Solids Dewatering</b>	
Number of Centrifuges	
Motor Size (HP)	
Capacity of Each Centrifuge (dry tons per hour)	
Capacity of Each Centrifuge (gpm)	
Design Feed Total Solids Concentration (percent)	
Design Cake Total Solids Concentration (percent)	
Design Solids Capture (percent)	
<b>Modifications to Existing Johns Creek Influent Pump Stations</b>	
Number of New Pumps	
Motor Size (HP)	
Design Point—Flow Rate of Each Pump (MGD)	
Design Point—Total Dynamic Head (ft)	
Design Point—Efficiency (percent)	
Design Point—Speed (rpm)	
Freeboard at High Water Level (ft)	
<b>Force Main from Existing Plant to JCEC</b>	

Inside Diameter of Force Main (in)	
Length of Force Main (ft)	
Elevations Difference from Upstream to Downstream End (ft)	
<b>Diversion Structure, Gravity Line from Existing Gravity Line to JCEC</b>	
Inside Diameter (in)	
Length (ft)	
Elevation Difference from Upstream to Downstream End (ft)	

Where listed processes are not being proposed, the Proposer shall so indicate the reasoning for any blanks or NA on this form. It is not the intention of Fulton County to dictate the treatment process or specific equipment. This information does not substitute for information requested in other sections of this RFP, but rather is to provide information on omissions or not applicable entries on this form and correlate that information to the entire proposal. Do not include information on process or equipment included on this form, that information should be contained in the technical approach portion of the Proposal.

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## **TECHNICAL PROPOSAL FORM 4 EQUIPMENT AND SYSTEMS**

Proposers shall provide specifications for all equipment provided for this Project. Proposers shall copy and use this form as necessary.

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Notes:

1. Proposer shall include all additional parameters regarding the design/operational requirements that are applicable to the given system and/or equipment. This shall include items such as flow rates, ratios, or other appropriate measurements.
2. Proposer - specific information shall include the appropriate measurements and units (i.e., gpm, volts, ft<sup>2</sup>, etc.).
3. Proposer shall identify each major component of the equipment and system (i.e., tank walls, casings, enclosures, cores, etc.).
4. Proposer shall identify the corresponding material of the listed component (i.e., concrete, type of metal, etc.).

EQUIPMENT DESCRIPTION	Identification			
	Manufacturer/ Construction Data	Identification/Model No.	Number of Units	P&ID DWC NO.
<i>Influent Pump Station</i>				
Pump				
VFD				
<i>Screening</i>				
Screen, 2mm				
Drum Screen, 1mm				
Screenings Compactor				
Grit Removal				
<i>Flow Equalization</i>				
EQ Tank				
EQ Mixer/Aerator				
EQ Mixer				
Reject Pump				
Influent Flow Measurement				
<i>Influent Chemical Addition TK-XX</i>				
Metering Pump				
Metering Pump				
Chemical Tank				
Chemical Tank				
Chemical Phosphours Removal				
Metering Pump				
Metering Pump				
Chemical Tank				
Chemical Tank				
<i>Aeration</i>				
Submersible Mixer				
Submersible Mixer				
Diffuser Sections				
Aeration Blower VFD				
Aeration Blower VFD				
Aeration Blower - Common Spare				
Transfer Pump				
Transfer Pump				
Recirculation Pump VFD				
Recirculation Pump VFD				
<i>UV Disinfection</i>				
In-line, Horizontal Module				
In-line, Horizontal Module				
Post-Aeration Process				

EQUIPMENT DESCRIPTION	Identification			
	Manufacturer/ Construction Data	Identification/Model No.	Number of Units	P&ID DWG NO.
Effluent Flow Measurement				
Effluent Pump Station				
Effluent Pump				
Sludge Holding Tank				
Centrifuge Feed Pump VFD				
Diffusers				
Blower				
Re-use System				
Tanks				
Pumps				
Sludge Digestion Process				
Sludge Holding Tank				
Centrifuge Feed Pump VFD				
Diffusers				
Blower				
Centrifuge Dewatering				
Centrifuge VFD Drive				
Centrifuge VFD Back Drive				
Centrifuge DeAerator				
Polymer Storage Tank				
Polymer Metering Pump				
Polymer/Water Blending Unit				
Odor Control Treatment Unit				
Odor Control Ventilation Fan				
Supply Ventilators				
Exhaust Ventilators				
Electric Unit Heaters				
Heat Pump				
Water Cooler				
Water Heater				
Bridge Crane (VFD)				
Trolley (VFD)				
Hoist (VFD)				

EQUIPMENT DESCRIPTION	Design/Operational Parameters							
	Type	CAPACITY	PSI	TDH, FT	D/S	kW	Voltage/Phase	HP
<i>Influent Pump Station</i>								
Pump								
VFD								
<i>Screening</i>								
Screen, 2mm								
Drum Screen, 1mm								
Screenings Compactor								
<i>Grit Removal</i>								
<i>Flow Equalization</i>								
EQ Tank								
EQ Mixer/Aerator								
EQ Mixer								
Reject Pump								
<i>Influent Flow Measurement</i>								
<i>Influent Chemical Addition TK-XX</i>								
Metering Pump								
Metering Pump								
Chemical Tank								
Chemical Tank								
<i>Chemical Phosphorus Removal</i>								
Metering Pump								
Metering Pump								
Chemical Tank								
Chemical Tank								
<i>Aeration</i>								
Submersible Mixer								
Submersible Mixer								
Diffuser Sections								
Aeration Blower VFD								
Aeration Blower VFD								
Aeration Blower - Common Spare								
Transfer Pump								
Transfer Pump								
Recirculation Pump VFD								
Recirculation Pump VFD								
<i>UV Disinfection</i>								
In-line, Horizontal Module								
In-line, Horizontal Module								
<i>Post-Aeration Process</i>								

EQUIPMENT DESCRIPTION	Design/Operational Parameters								
	Type	CAPACITY	PSI	TDH, FT	D/S	kW	Voltage/Phase	HP	
<i>Effluent Flow Measurement</i>									
<i>Effluent Pump Station</i>									
Effluent Pump									
<i>Sludge Holding Tank</i>									
Centrifuge Feed Pump VFD									
Diffusers									
Blower									
Re-use System									
Tanks									
Pumps									
Sludge Digestion Process									
<i>Sludge Holding Tank</i>									
Centrifuge Feed Pump VFD									
Diffusers									
Blower									
<i>Centrifuge Dewatering</i>									
Centrifuge VFD Drive									
Centrifuge VFD Back Drive									
Centrifuge DeAerator									
Polymer Storage Tank									
Polymer Metering Pump									
Polymer/Water Blending Unit									
Odor Control Treatment Unit									
Odor Control Ventilation Fan									
Supply Ventilators									
Exhaust Ventilators									
Electric Unit Heaters									
Heat Pump									
Water Cooler									
Water Heater									
Bridge Crane (VFD)									
Trolley (VFD)									
Hoist (VFD)									

EQUIPMENT DESCRIPTION	Physical Characteristics		Warranty Information
	WET WEIGHT (EACH)	Dimensions	
<i>Influent Pump Station</i>			
Pump			
VFD			
<i>Screening</i>			
Screen, 2mm			
Drum Screen, 1mm			
Screenings Compactor			
<i>Grit Removal</i>			
<i>Flow Equalization</i>			
EQ Tank			
EQ Mixer/Aerator			
EQ Mixer			
Reject Pump			
<i>Influent Flow Measurement</i>			
<i>Influent Chemical Addition TK-XX</i>			
Metering Pump			
Metering Pump			
Chemical Tank			
Chemical Tank			
<i>Chemical Phosphours Removal</i>			
Metering Pump			
Metering Pump			
Chemical Tank			
Chemical Tank			
<i>Aeration</i>			
Submersible Mixer			
Submersible Mixer			
Diffuser Sections			
Aeration Blower VFD			
Aeration Blower VFD			
Aeration Blower - Common Spare			
Transfer Pump			
Transfer Pump			
Recirculation Pump VFD			
Recirculation Pump VFD			
<i>UV Disinfection</i>			
In-line, Horizontal Module			
In-line, Horizontal Module			
<i>Post-Aeration Process</i>			

EQUIPMENT DESCRIPTION	Physical Characteristics		Warranty Information
	NET WEIGHT (EACH)	Dimensions	
<i>Effluent Flow Measurement</i>			
<i>Effluent Pump Station</i>			
<i>Effluent Pump</i>			
<i>Sludge Holding Tank</i>			
<i>Centrifuge Feed Pump VFD</i>			
<i>Diffusers</i>			
<i>Blower</i>			
<i>Re-use System</i>			
<i>Tanks</i>			
<i>Pumps</i>			
<i>Sludge Digestion Process</i>			
<i>Sludge Holding Tank</i>			
<i>Centrifuge Feed Pump VFD</i>			
<i>Diffusers</i>			
<i>Blower</i>			
<i>Centrifuge Dewatering</i>			
<i>Centrifuge VFD Drive</i>			
<i>Centrifuge VFD Back Drive</i>			
<i>Centrifuge DeAerator</i>			
<i>Polymer Storage Tank</i>			
<i>Polymer Metering Pump</i>			
<i>Polymer/Water Blending Unit</i>			
<i>Odor Control Treatment Unit</i>			
<i>Odor Control Ventilation Fan</i>			
<i>Supply Ventilators</i>			
<i>Exhaust Ventilators</i>			
<i>Electric Unit Heaters</i>			
<i>Heat Pump</i>			
<i>Water Cooler</i>			
<i>Water Heater</i>			
<i>Bridge Crane (VFD)</i>			
<i>Trolley (VFD)</i>			
<i>Hoist (VFD)</i>			

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**TECHNICAL PROPOSAL FORM 5  
DISCLAIMER STATEMENT**

The County has prepared the information contained in this D/B RFP, and while such information is believed to be accurate and reliable, the County makes no representation as to such accuracy or reliability. In no way shall any such information constitute a representation or warranty by the County or any of its officials, employees, agents, consultants, attorneys, representatives, contractors, and subcontractors (the "County Representatives") whatsoever. By submittal of this Proposal, the Proposer releases and forever discharges the County and the County Representatives from any and all claims, demands, causes of action of any kind or nature, known or unknown, which such Proposer has, had or may hereafter have arising out of any information contained in this D/B RFP or produced by the County in connection with this D/B RFP.

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

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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**TECHNICAL PROPOSAL FORM 6  
INFORMATION CERTIFICATION**

The undersigned execution officer of the Proposer hereby certifies, under oath, that the information contained in this Proposal is true and accurate. Without limiting the foregoing, the undersigned hereby certifies that the information provided to the County with respect to the Proposer's previous performance on projects of comparable magnitude, the Proposer's environmental compliance record, and any civil or criminal penalties incurred by the Proposer during the last five years is true and accurate.

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

\_\_\_\_\_  
Name of Execution Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Notary Public)

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me appeared \_\_\_\_\_, personally known to me to be the person described in and who executed this \_\_\_\_\_ and acknowledged that (he/she) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

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**TECHNICAL PROPOSAL FORM 7**  
**TECHNICAL REQUIREMENTS CERTIFICATION**

By submitting this Technical Proposal Form, the Proposer certifies that it has read and agrees to meet the Process Design and Performance Guarantees, the Minimum Technical Requirements, the Equipment and Start-Up Testing Requirements, and the Acceptance Testing Requirements, as set forth in the Appendices. In addition, the Proposer certifies that the costs specified in Price Proposal Form 1 – Fixed Design/Build Price - fully encompass and reflect the technical requirements contained in the aforementioned Appendices.

Proposer should attach a summary explaining any and all exceptions to the Technical Requirements the Proposer wishes to make.

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

\_\_\_\_\_  
Name of Authorized Signatory

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**TECHNICAL PROPOSAL FORM 8  
PROMISE OF NONDISCRIMINATION  
NON-DISCRIMINATION PROVISIONS**

**1.1 Compliance Procedures**

In order to be compliant with the intent and provisions of the Non-Discrimination Ordinance providing for non-discrimination in purchasing and contracting in Fulton County, **Proposers must submit the following completed documents. Failure to provide this information shall result in the Proposal being deemed non-responsive:**

- < Promise of Non-Discrimination (Exhibit A – Form H, Section 6)
- < Employment Report (Exhibit B – Form H, Section 6)
- < Schedule of Intended Subcontractor Utilization (Exhibit C – Form H, Section 6)
- < Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D – Form H, Section 6)
- < Declaration Regarding Subcontractor Practices (Exhibit E-Form H, Section 6), if applicable
- < Joint Venture Disclosure Affidavit (Exhibit F – Form H, Section 6), if applicable
- < **Equal Business Opportunity Plan (EBO Plan)**

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

- < Prime Contractor's Subcontractor Utilization Report (Exhibit G – Form H, Section 6)
- All Contract Compliance documents (**Exhibits A-F and the EBO Plan**) are to be placed in a separate, sealed envelope clearly marked "**Contract Compliance**" on the outside. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the technical proposal."

This is a brief summary of the objectives and provisions of the "**ORDINANCE PROVIDING FOR NON-DISCRIMINATION IN PURCHASING AND CONTRACTING; TO PROVIDE FOR THE MONITORING OF PURCHASING AND CONTRACTING BY THE DEPARTMENT OF CONTRACT COMPLIANCE; TO PROVIDE FOR THE INVESTIGATION BY THE DEPARTMENT OF CONTRACT COMPLIANCE REGARDING ALLEGATIONS OF DISCRIMINATION BY PERSONS OR ENTITIES THAT DO BUSINESS WITH FULTON COUNTY; TO PROVIDE FOR HEARINGS REGARDING ALLEGATIONS OF DISCRIMINATION; TO PROVIDE FOR SANCTIONS; AND FOR OTHER PURPOSES**", enacted by the Fulton County Board of Commissioners on July 7, 1999.

For a complete copy of the Ordinance, contact the Department of Contract Compliance located at 141 Pryor Street, SW, Suite 1167, Atlanta, Georgia 30303, (404) 730-6300.

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In addition, the County encourages minority-owned business enterprises and women-owned business enterprises to submit Proposals (independently, or together with a Proposer team). Specific submittal requirements relating to non-discrimination requirements are described in Section 4 of this D/B RFP.

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**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 **must** be identified and submitted with this bid. In addition, if subcontractors will be utilized by the bidder 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 INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/Sales Clerical												
Craftsmen												
Laborers												
Others (Specify)												
<b>TOTALS</b>												

**FIRM'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

This completed form is for (Check one) \_\_\_\_\_ Proposer \_\_\_\_\_ Subcontractor

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

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

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

**PRIME PROPOSER:** \_\_\_\_\_

ITB/RFP NUMBER: \_\_\_\_\_

Project Name or Description of Work/Service(s) \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

If the Prime Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit.

2. Sub-Contractors (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 OF WORK/ VALUE: \_\_\_\_\_ %

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

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

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

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

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

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

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

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

**Total Dollar Value of Small Business Enterprise Agreements: (\$)**

**Total Percentage Value of Small Business Enterprise Agreements: (%)**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Proposal provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the 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 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 Owner, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the Owner 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 Owner 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 subcontractors/suppliers and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To: \_\_\_\_\_  
 (Name of Prime Contractor 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)

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
 (Subcontractor)

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES**

If the 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.

\_\_\_\_\_ 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 proposer states the following:

1. That the 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 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 bidder's decision 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**

**RFP No.** \_\_\_\_\_

**Project Name** \_\_\_\_\_

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm 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: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_
  
- 2) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_
  
- 3) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

NAME OF JOINT VENTURE (If applicable): \_\_\_\_\_

PRINCIPAL OFFICE ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

## EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
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 other?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimate 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 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: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business 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 Operations</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 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)

**FOR:** \_\_\_\_\_  
 (Company)

**Date:** \_\_\_\_\_  
 \_\_\_\_\_  
 (Signature of Affiant)  
 \_\_\_\_\_  
 (Printed Name)

**FOR:** \_\_\_\_\_  
 (Company)

**Date:** \_\_\_\_\_  
 \_\_\_\_\_  
 (Signature of Affiant)  
 \_\_\_\_\_  
 (Printed Name)

**EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT**

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this day of \_\_\_\_\_, 20\_\_\_\_\_, before me, appeared \_\_\_\_\_

\_\_\_\_\_, the aforementioned officers, personally appeared known to me to be an authorized company representative described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

\_\_\_\_\_  
Notary Public

(Notary Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Commission Expires

### EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing 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 to participate in any future contracts awarded by Fulton County.

<b>REPORTING PERIOD</b>	<b>PROJECT NAME:</b>
<b>FROM:</b>	<b>PROJECT NUMBER:</b>
<b>TO:</b>	<b>PROJECT LOCATION:</b>

<b>PRIME CONTRACTOR</b>	Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period Starting Date	Contract Period Ending Date	% Complete to Date
Name:						
Address:						
Telephone #:						

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

#### SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Contract Period Ending Date
<b>TOTALS</b>						

Executed By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Printed Name)

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## TECHNICAL PROPOSAL FORM 9 ROYALTY AND LICENSE FEES

By submitting this Technical Proposal Form, the Proposer certifies that it has included in its Fixed Design/Build Price any royalty and/or license fees that the County must pay. The Proposer certifies that the County will not be charged additional royalty and/or license fees for the continued use of any part of the JCEC if and when the County should decide to expand the facility beyond its initial capacity.

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

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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**TECHNICAL PROPOSAL FORM 10  
GUARANTEED OPERATIONAL COST  
OPERATIONAL LIFE CYCLE COSTING INFORMATION**

Fulton County desires to examine and evaluate the life cycle cost of the plant operations over a 20-year life. The following information is critical to being able to accomplish this task.

Additionally, Fulton County desires a guarantee of operational cost. In accordance with the Appendix 15, the D/B Company to fulfill the requirements of Whole Plant Acceptance Testing will operate the JCEC for a period of 120-days. During this 120-day period the D/B Company will collect routine operating data to demonstrate that the operational cost of operating the plant in the selected areas below the Guaranteed Operational Cost provided on this form. See Appendix 18 and the D/B Contract for more details on the operational cost guarantees and resolutions for failure of the JCEC to meet these operational guarantees.

The following should be calculated using the information provided in section 5, table 5-1 and in section 6.2.10.

**Average Annual Influent Loads Normalized to Flow**

Power Consumption (kW-hr/MG) \_\_\_\_\_

Chemical Cost Process (U.S. Dollars/MG) \_\_\_\_\_

Sludge Disposal Cost (U.S. Dollars/MG) \_\_\_\_\_

Chemical Cost Odor Control (U.S. Dollars/MG) \_\_\_\_\_

**Maximum 30 Day Average Influent Loads Normalized to Flow**

Power Consumption (kW-hr/MG) \_\_\_\_\_

Chemical Cost Process(U.S. Dollars/MG) \_\_\_\_\_

Sludge Disposal Cost (U.S. Dollars/MG) \_\_\_\_\_

Chemical Cost Odor Control (U.S. Dollars/MG) \_\_\_\_\_

**MODIFICATION OF THIS TECHNICAL PROPOSAL FORM IS NOT  
AUTHORIZED.**

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**TECHNICAL PROPOSAL FORM 11  
CERTIFICATION REGARDING DEBARMENT**

- (1) THE BIDDER CERTIFIES, BY SUBMISSION OF THIS BID OR PROPOSAL THAT NEITHER IT NOR ITS SUBCONTRACTORS ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THE TRANSACTION BY THE FULTON COUNTY GOVERNMENT.
- (2) WHERE THE VENDOR IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH VENDOR OR SUBCONTRACTOR SHALL ATTACH AN EXPLANATION TO THIS BID OR PROPOSAL.

---

SIGNATURE

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DATE

**INSTRUCTIONS FOR CERTIFICATION**

- (1) BY SIGNING AND SUBMITTING THIS PROPOSAL, THE BIDDER IS PROVIDING THE CERTIFICATION SET OUT BELOW.
- (2) THE CERTIFICATION IN THIS CLAUSE IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WILL BE HEREIN PLACED IN AWARDING A CONTRACT. IF IT IS LATER DETERMINED THAT THE PROSPECTIVE VENDOR KNOWINGLY RENDERED AN ERRONEOUS CERTIFICATION, IN ADDITION TO OTHER REMEDIES AVAILABLE TO FULTON COUNTY, THE DEPARTMENT WITH WHICH THE TRANSACTION ORIGINATED MAY PURSUE AVAILABLE REMEDIES, INCLUDING SUSPENSION AND/OR DEBARMENT, FOR WITHDRAWAL OF AWARD OR TERMINATION OF A CONTRACT.
- (3) THE BIDDER SHALL PROVIDE IMMEDIATE WRITTEN NOTICE TO THE PURCHASING AGENT TO WHOM THIS BID/PROPOSAL IS SUBMITTED IF AT ANYTIME THE BIDDER LEARNS THAT ITS CERTIFICATION WAS ERRONEOUS WHEN SUBMITTED OR HAS BECOME ERRONEOUS BY REASON OF CHANGED CIRCUMSTANCES.

**(FC CODE SEC. 2-322. DEBARMENT). (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

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THIS SECTION, THE TERM ENTITY MEANS ANY BUSINESS ENTITY, INDIVIDUAL, FIRM, CONTRACTOR, SUBCONTRACTOR OR BUSINESS CORPORATION, PARTNERSHIP, LIMITED LIABILITY CORPORATION, OR JOINT VENTURE, HOWEVER DESIGNATED OR 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 CONSTITUENTS OR MEMBERS, IS FOUND TO HAVE COMMITTED ANY ACT CONSTITUTING A CAUSE FOR SUSPENSION 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 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 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 SUB-CONTRACT, OR IN PERFORMANCE OF SUCH CONTRACT OR SUB-CONTRACT;

(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 CONTRACTOR;

(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 CONTRACTOR SHALL NOT BE CONSIDERED TO BE BASIS FOR SUSPENSION;

C. MATERIAL MISREPRESENTATION 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.

(5) Commission or solicitation of any act that would constitute a violation of the ethical standards set forth in Fulton County Code of Ethics.

(6) KNOWING misrepresentation to the county, of the use which a

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majority owned contractor 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 sub-contractor or a joint venture partner, in performing work under contract with the county.

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**TECHNICAL PROPOSAL FORM 12  
GUARANTOR ACKNOWLEDGEMENT**

\_\_\_\_\_ (the "Proposer") has submitted herewith a Proposal in response to Fulton County's D/B Request for Proposals (D/B RFP) for the Johns Creek Environmental Campus (JCEC) Design/Build Project. The D/B RFP requires the selected Proposer to enter into the D/B Contract to design, build, and Acceptance Test the DB Work to cause the JCEC to meet certain Performance Guarantees, to comply with all applicable permits, licenses, approvals and other Applicable Law, and to perform the other related and ancillary services described in this D/B RFP. The Project Guarantor has reviewed the Proposer's Proposal, which will form the basis of the D/B Contract. The Guarantor hereby certifies that it will unconditionally guarantee the performance of all of the obligations of the Proposer set forth in the Proposal in the event the Proposer is selected for final negotiations and execution of the D/B Contract, and to execute a separate guaranty in the form presented in Appendix 8.

\_\_\_\_\_  
Name of Guarantor

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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**TECHNICAL PROPOSAL FORM 13  
KEY PROJECT STAFF**

*Copy and complete this form for key project staff members such as Superintendent,  
Project Manager, Safety Manager, and others.  
Attach additional pages if necessary*

**GENERAL INFORMATION**

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

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

Year employed by firm: \_\_\_\_\_ Years

Wastewater professional experience: \_\_\_\_\_ Years

Professional registration and  
licenses (type/state/year): \_\_\_\_\_

**FULTON COUNTY - PROJECT-SPECIFIC INFORMATION**

Title/Assignment: \_\_\_\_\_

Description of Role/Responsibilities:

Percent of Time Devoted to \_\_\_\_\_ %

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**TECHNICAL PROPOSAL FORM 14**  
**Warranty Information**

Proposers shall provide warranty information on all major pieces of equipment and other warranted components of the D/B Work that are not specifically identified on TPP 4. Proposer should reproduce second page of this form and provide the requested information.

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Name of Equipment/System	Building Roofs
Manufacturer (provider of the warranty)	_____
Term of Warranty	_____

---

Name of Equipment/System	
Manufacturer (provider of the warranty)	_____
Term of Warranty	_____

---

Name of Equipment/System	
Manufacturer (provider of the warranty)	_____
Term of Warranty	_____

---

Name of Equipment/System	
Manufacturer (provider of the warranty)	_____
Term of Warranty	_____

---

Name of Equipment/System	
Manufacturer (provider of the warranty)	_____
Term of Warranty	_____

---

Name of Equipment/System	
Manufacturer (provider of the warranty)	_____
Term of Warranty	_____

---

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Name of Equipment/System \_\_\_\_\_

Manufacturer (provider of the warranty) \_\_\_\_\_

Term of Warranty \_\_\_\_\_

---

Name of Equipment/System \_\_\_\_\_

Manufacturer (provider of the warranty) \_\_\_\_\_

Term of Warranty \_\_\_\_\_

---

Name of Equipment/System \_\_\_\_\_

Manufacturer (provider of the warranty) \_\_\_\_\_

Term of Warranty \_\_\_\_\_

---

Name of Equipment/System \_\_\_\_\_

Manufacturer (provider of the warranty) \_\_\_\_\_

Term of Warranty \_\_\_\_\_

---

Name of Equipment/System \_\_\_\_\_

Manufacturer (provider of the warranty) \_\_\_\_\_

Term of Warranty \_\_\_\_\_

---

Name of Equipment/System \_\_\_\_\_

Manufacturer (provider of the warranty) \_\_\_\_\_

Term of Warranty \_\_\_\_\_

---

Name of Equipment/System \_\_\_\_\_

Manufacturer (provider of the warranty) \_\_\_\_\_

Term of Warranty \_\_\_\_\_

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Name of Equipment/System \_\_\_\_\_

Manufacturer (provider of the warranty) \_\_\_\_\_

Term of Warranty \_\_\_\_\_

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## TECHNICAL PROPOSAL FORM 15 CONTRACTOR OR PROPOSER'S FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Contractor or Proposer's officers, directors, affiliates and other employees, agents or representative of this firm, the subject project, **Johns Creek Environmental Campus, Design/Build Request for Proposals, RFP# 03RFP376K.**

For the purposes of this form, the term "affiliate" of any Contractor or Proposer shall mean any person or entity that directly or indirectly controls or is controlled by, or is under common control with, such Contractor or Proposer. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by entreat, or otherwise.

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

2. Please describe the general development of said Contractor or Proposer's business during the past five (5) years, or such shorter period of time that said Contractor or Proposer has been in business.
3. Please state whether any employee, agent or representative of said Contractor or Proposer 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.
4. Please state whether any employee, agent or representative of said Contractor or Proposer who is or will be directly involved in the subject project has or had within the last five (5) years a direct or indirect business relationship (to the best of your knowledge and belief) with Zenon Environmental Corporation, and fully describe such business 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 Contractor or Proposer. 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 Contractor or Proposer, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Contractor or Proposer;
  - (b) whether Contractor or Proposer was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Contractor or Proposer from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
  - (c) whether said Contractor's or Proposer's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Contractor or

Proposer, which directly arose from activities conducted by the business unit or corporate division of said Contractor or Proposer 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 felony or misdemeanor greater than a Class C in 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, or

Circle One:                      YES                      NO

4. Have you or any member of your firm or team been involved in any claim or litigation with Fulton County or any other federal, state or local government, or private entity during the last ten (10) years?

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, 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 Contractor's or Proposer'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, Contractor or Proposer 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 Contractor or Proposers, joint venture partners and first-tier subContractor or Proposers.

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 \_\_\_\_\_, 2004

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 2004

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

**PRICE PROPOSAL FORM 1  
FIXED DESIGN/BUILD PRICE**

It is not the County's intention to dictate the design of the JCEC. This form was developed to assist the Proposer in determination of their Fixed Design/Build Price and for the County to understand the allocation of cost among a selected number of line item. The specific processes on this form do not predisposes that any single process will necessarily be included in the proposers design. Addition of a specific process or a piece of equipment is permitted. Do not remove any items from the form; "NA" all not applicable items and provide an explanation in the cost proposal for all NA's and for any specific additional process or equipment.

**SUMMARY OF FIXED DESIGN/BUILD PRICE**

	<b>COST<sup>(1)</sup></b>
<b>Project Development Costs:</b>	
Planning	\$
Engineering and Design Costs	\$
Permitting	\$
	<b>Total</b>
	\$
<b>Site Work:</b>	
Site Preparation and Mobilization	\$
Excavation	\$
Construction Materials	\$
Roads, Parking, Lighting, Utilities, Fencing, Gates, etc.	\$
Landscaping	\$
	<b>Total</b>
	\$
<b>Buildings: Process and Non-Process areas including architectural requirements.</b>	
Educational Facility including the River Water Tank	\$





10 year maintenance and service agreement: Riverside Dr. Pump Station  
 Other cost of the Emergency Power Generation System

**Security System**

**Other Direct and Indirect Costs**

Contingency

Administrative

Record Drawings, O&M Manuals and Training

Insurance (during construction)

Payment and Performance Bond (during Construction)

24 Month Letter of Credit following Acceptance

**TOTAL FIXED DESIGN/BUILD PRICE**

Percent of Guaranteed Fixed Construction Cost Index<sup>(5)</sup>

Date of Guaranteed Fixed Construction Escalation

\$	
\$	
Total	\$
Total	\$
\$ 1,000,000	
\$	
\$	
\$	
\$	
\$	
Total	\$
\$	
	%

(1) *The Fixed Design/Build Price shall include all construction costs and shall remain in effect until the twelve-month anniversary of the Proposal Submission Date. If the Notice to Proceed is given after the twelve-month anniversary of the Proposal Submission Date, the Fixed Design/Build Price shall be escalated in accordance with the Service Contract and Appendix 9. Once escalated to the Notice to Proceed with Design/Build Date, no further escalation of the Fixed Design/Build Price or milestone payments shall occur.*

- 
- (2) *The Proposer will NA all lines that are not applicable or not containing a cost and in the technical approach explaining the NA and reference to section of the proposal for clarification*
  - (3) *The Proposer may construct the building list in accordance with the requirements in the RFP and its Proposal.*
  - (4) *The Proposer should construct the items based on the Proposal.*
  - (5) *The proposed percentage will be multiplied times the CCI if the Fixed Design/Build Price is escalated.*

**PRICE PROPOSAL FORM 2**  
**CONSTRUCTION MILESTONES AND DRAWDOWN SCHEDULE**

**Maximum Drawdown Schedule**

Construction Month <sup>(1)</sup>	Maximum Cumulative Percentage of the Fixed Design/Build Price	Calculated Maximum Cumulative Drawdown Amount <sup>(2)</sup>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
.....		
.....		
Schedule Period		

## Construction Milestone Schedule

Item No.	Capital Project and /or Major Milestone Description <sup>(3)</sup>	Milestone Payment <sup>(4)</sup>	Verification for Payment	Completion Date	Month to Invoice
1	Excavation <sup>(5)</sup>	\$250,000	Completed	00/00/00	5
2	Completion of the 50% Design <sup>(5)</sup>	\$2,000,000	Submittal	00/00/00	4
3	Blower installation <sup>(5)</sup>	\$20,000	Blowers in place	00/00/00	22
4	Delivery of 1,000 feet of 6" Piping <sup>(5)</sup>	\$15,000	Delivered	00/00/00	3
5	Completion of Structure <sup>(5)</sup>	\$100,000	Completed	00/00/00	16
6	....				
7	....				
8	....				
9	....				
10	....				
11	....				
12	....				
13	.....				
14	.....				
15	.....				
16	.....				
17	Completion of Acceptance Testing	\$1,450,000	Acceptance	00/00/00	28
	<b>Total to equal the Fixed D/B Price</b>				

**Note:**

- (1) Number of months from the receipt of the Notice to Proceed.
- (2) Include major milestones from Notice to Proceed to Acceptance Date. The Acceptance Date shall be no more than 40 months from the Notice to Proceed. Milestones shall include major activities such as permitting, design, procurement, construction (numerous elements/activities), start-up, and Acceptance Testing. Proposers may include additional milestones (rows) as necessary.
- (3) This is the maximum amount that D/B Company can invoice for or that the County will pay in any monthly invoicing period.

- 
- (3)(4) Subject to Applicable Law, retainage of ~~10 percent~~ will be held from each monthly payment in accordance with the provision relating thereto in the Contract Term Sheet.
- (4)(5) For illustrative purposes. The Proposer should modify the list of milestones in accordance with its Proposal.

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### **PRICE PROPOSAL FORM 3 DEDUCTS AND ADDITIONS OR ALTERNATE PROPOSALS**

The information requested on this form shall be completed using the format of Price Proposal Form 1 and a narrative explanation. This form should be the first page of any of the following specific items and placed in the cost proposal package.

1) Deducts and additions to the Fixed Design/Build Price for items listed in section 4 of the RFP which are not or could not be completely resolved as of the writing of the RFP and the resolution of which would have significant cost implication on the project cost.

2) Alternate proposals to the specifications in the RFP, described in the Technical Approach which either reduce or increase the fixed D/B Price from Price Proposal Form 1. This form is used to identify the alternate proposal and to insure that the specific cost variance from the Fixed Design/Build Price is exactly indicated. The Proposer should in the Technical Approach supply technical justifications for the alternate proposal and in the Price Proposal submit a modified Form 1 for each alternate proposal.

3) Additional or modified services provided by the MSS, Zenon Environmental Inc., which increases, decreases or modifies the MSS scope of supply and alters the compensations to Zenon Environmental Inc for this project.

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**Price Proposal Form 3A:**

**Issue:** The County desires to move the outfall for the new plant to a location that is congruent with the new site. The Proposers should include this location in their design and the Fixed Design/Build Price.

**Addition/Deduct:** The Proposer, using the format of PPF1 and a narrative, provide the County with an estimate of the additional or deducted cost from the Fixed Design/Build Price to keep the outfall at the current location at the existing plant and to extend the outfall to the new site along the existing easement.

The Proposer should consider all aspects of this addition/deduct including the impact on other portions of the design. The inclusion of this option is solely at the County's option and the D/B Company will be solely responsible for design and construction of this option with adjustment of the Fixed Design/Build Price exclusively.

Adjustment (Addition/Deduct) to the Fixed Design/Build Price \$ \_\_\_\_\_

---

**Price Proposal Form 3 \_\_\_\_\_:**

**Issue: .**

**Addition/Deduct:**

**Adjustment (Addition/Deduct) to the Fixed Design/Build Price**  
**\$ \_\_\_\_\_**

