



Department of Purchasing & Contract Compliance

Cecil S. Moore, CPPO, CPPB, CPSM, C.P.M., A.P.P
Director

November 17, 2009

Re: 09RFP08155-K-DJ

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

Dear Proposers:

Attached is one (1) copy of Addendum 3, hereby made a part of the above referenced RFP.

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

Sincerely,

Donna Jenkins

Donna Jenkins
Chief Assistant Purchasing Agent

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This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

Question 1. It is our understanding that there are contracts in place to provide grounds keeping services on the JCEC walking trail. Will the County provide the scope of work and duration of this contract?

Response: There are no contracts in place to provide grounds services on the JCEC walking trail. It is anticipated that the contractor will be responsible for grounds maintenance for all of JCEC to include walking trails.

Question 2. It is our understanding that there are contracts in place to provide generator services for the generators at the new JCEC. Will the County provide the scope of work and duration of the contract(s)?

Response: CD available in DATA room. Please contact Donna Jenkins, 404-612-4213 or donna.jenkins@fultoncountyga.gov

Question 3. Can the County provide all current operating data and DMRs for the new JCEC?

Response: CD available in DATA room. Please contact Donna Jenkins, 404-612-4213 or donna.jenkins@fultoncountyga.gov

Question 4. a) The new contract includes responsibility for providing furniture and computers for offices at the new JCEC.

Response: The computers and office furniture/equipment is specific for the requirements of the contractor. Fulton will provide all other furniture, and equipment.

b) How many offices will the new Contractor be responsible for furnishing for Fulton County personnel?

Response: Zero.

c) How many offices will the Contractor have for their use?

Response: The contractor will have one office for the Plant Manager and one for the Maintenance Manager. There will be cubicle spaces available for the contractor staff.

d) How many total offices will the Contractor be responsible for furnishing?

Response: None

Question 5. Can the County provide all data used by its engineer to determine the DT at the new JCEC, if this benchmark has been established and any performance guaranties by the equipment manufacturer?

Response: Provided on CD. CD available in DATA room; Please contact Donna Jenkins, 404-612-4213 or donna.jenkins@fultoncountyga.gov

Question 6. The annual storm water report mentions that there are three 10,000 gallon UST at the Big Creek facility, two for gas and one for diesel. Who will be responsible for maintaining and the cost of refilling them? If the Contractor is responsible, who has access to these pumps?

Response: Fulton County maintains the tanks and is responsible for the fuel. Contractor will not have access to these pumps.

Question 7. The Contractor will be responsible for permit compliance sampling. Will the County pick up the samples from each site or will the Contractor be responsible for transporting the samples?

Response: Contractor will be responsible for transporting samples. If so, does the County have an existing Chain of Custody or will the Contractor be required to develop one?

Response: The County has an existing chain of custody form.

Question 8. Based on the County's staffing plan, it would appear that the County would like all operators to work an eight-hour standard shift. Would the County have any issues with 10- or 12-hour shifts at the facilities?

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Response: No, however, if 10 or 12 hour shifts are proposed an alternate staffing plan must be submitted if staff levels do not meet the minimum staffing levels in the staffing plan. If staffing levels are different from the minimum staffing plan an alternate cost proposal must also be submitted.

Question 9. In Section 50.6 Operations and Maintenance Manuals, the County has asked the Contractor to provide an operations and maintenance manual. Has the design firm provided a manual for the new JCEC?

Response: The JCEC has been provided with an O & M manual.

If O&M manuals are already in place, will a new manual be required for each facility and will it be required to have GA EPD approval?

Response: A new manual may not be required if the operational strategy the contractor will employ is similar to the current operational strategy.

Question 10. Does the County plan to set a reserve aside for membrane replacement as part of a long-term plan or will any membrane replacement cost be included in the County's annual budget?

Response: Single R/R items exceeding \$5000 will be paid by the County provided the Contractor meets the maintenance provisions outlined in the Contract. The membranes have a 7 year warranty and would be replaced as part of the County's long-term Capital Improvement Plan.

Question 11. Permits on the Exhibit 13 CD are not the most current permits. Are there any new changes to the permit?

Response: The Plants are operating under these permits and have not been revised by EPD. All the permits are current.

Question 12. Some seven-day sampling is required for the permit. Will the Fulton County lab be available to accept samples seven days a week?

Response: Yes.



Question 13. Section 53.2 of the Draft Contract Agreement requires an initial and final valuation of spare parts and consumables inventories. Does this also include any excessive amounts of sludge, grit or screenings that remain in the facility at the start of the contract?

Response: No

Question 14. It is unclear what the Contractor's role is in the event of an Upset or Excessive Influent event at the treatment plant. Though the County is responsible for administration and enforcement of the Industrial Pretreatment Program, Exhibit 8 of the Draft Contract Agreement seems to imply that the Contractor is responsible for commencing an investigation and identifying the source of the violation. Please clarify the extent of the Contractor's obligations (i.e. collection system and/or additional influent sampling, outside laboratory services, etc.). Please clarify.

Response: If an upset results from a source outside the facility, the County will investigate and implement necessary corrective action. The Contractor will be responsible for notifying the County immediately, mitigating the problem as quickly as possible and for providing necessary corrective action assistance. While the County is responsible for administration of the IPP it is the contractor's responsibility to determine whether an upset or excessive influent has occurred which may include additional influent sampling and analyses.

Question 15. Is the current CMMS database the property of Fulton County and will it be made available to the Contractor?

Response: All data related to the O&M of the facilities is the property of the County. Fulton will share O&M data with the new contractor. Historical O&M data is currently available for review in the data room.

Question 16. Does the County currently provide any security services at the Big Creek WRP as noted in Section 4.5 of the OMI Agreement? If yes, please provide details.

Response: No, facility security is the responsibility of the Contractor.

Question 17. There are several telemetry towers around Fulton County that receive signals from the lift stations. Who will maintain these?

Response: Contractor.

Question 18. Where within the County are the telemetry towers located?

Response: The address is on CD that is available in the DATA room.

Question 19. Are all 3 plants currently connected to the Fulton County Wide Area Network (WAN)? Will these connections remain in place? **Response:** Yes.

Will the Contractor be allowed to use the WAN or will a separate network have to be built? **Response:** Contractor will be allowed to use the WAN.

Question 20. Will the Contractor be responsible for network security and firewalls?

Response: No.

Question 21. Does the County have standard specifications for computer hardware such as servers, workstations and laptops and, if so, can you provide them?

Response: The County will accept latest available hardware.

Question 22. Can you provide an estimate of how many servers, workstations, printers and other computer hardware components will need to be provided and installed?

Response: None at this time. All the require hardware is installed.

Question 23. What SCADA system(s) is currently in use?

Response: iFIX at JCEC, **Wonderware** at the pump stations and **Intellution** at the remaining plants. Is the SCADA network at any of the plants joined to the existing Fulton County LAN?

Response: Yes

Question 24. How many pump stations are on the SCADA system?

Response: All pump stations except one grinder Station

Question 25. What type of telephone system is in place?

Response: VOIP

Question 26. Is the telephone system under a maintenance contract?

Response: No. Is the Contractor responsible for maintaining the phone system?

Response: The County Maintains the VOIP phones installed by County. The Contractor needs to evaluate the telephone requirements. The Contractor is responsible for telephones required for operations of the facilities and their own use. How many phone lines are in each building?

Response: The number of phone lines will be the contractor's determination for their desired use. Are those phone lines under long-term contract or are they month-to-month?

Response: Contractor's determination

Question 27. How many lift stations have auto dialers?

Response: Two, Old Alabama and Little River WRF.

Question 28. Will the Contractor be allowed to replace the existing phone systems?

Response: No, however, the contractor can have their own telephones.

Question 29. Are there security cameras at all facilities and, if so, are they similar systems and are they IP-based?

Response: Yes

Response: Are the images from the security cameras recorded?

Response: Yes

Response: Is there a retention policy for these recordings?

Response: Yes

Question 30. What software packages in addition to DataStream will need to be provided and maintained by the Contractor?

Response: OPSWin or latest upgrade and Document Repository and Delivery System Software(DRDS).

Question 31. Is DataStream hosted locally or at Fulton County?

Response: Locally. Will the Contractor be allowed to use a hosted solution for DataStream?

Response: It is preferred.

Question 32. Does the County have a database preference such as Oracle or MS SQL?

Response: MS SQL

Question 33. What type of document storage and retrieval system is currently in use?

Response: None. Are there any requirements for the document system the Contractor will build?

Response: Yes.

Question 34. Have the documents to go into the repository been scanned?

Response: No. If not, will scanning be the responsibility of the Contractor?

Response: The Contractor will be responsible for all their data and report scanning.

Question 35. OPS Systems has been purchased by Hach Company and OPSWIN is not longer a valid product. Do you have alternate specs for Hach software?

Response: OPSSQL or the latest upgrade of OPSWin.

Question 36. Should startup and winterization of the irrigation system and seasonal color beds be included with the landscape maintenance fee?

Response: Yes; however, the system is designed to winterize via draining and no other winterization effort is required.

Question 37. Is tree replacement to be included in the landscape maintenance fee?

Response: Tree and shrub replacement are not the responsibility of the Contractor.

Question 38. On page 27 of the contract, Section (A) of Article 14 System Records states, "On commencement date contractor shall operate and maintain the installed computerized information system with respect to the Managed Assets for Operations and maintenance data and process control..." What systems are installed?

a)Response: DataStream MP2. What locations?

b)Response: Big Creek WRF. What access will we have to the legacy data?

c)Response: All legacy data will be available to the contractor. Contractor has to provide the software with in 15 days of the award of the contract pursuant to Article 61 of the contract as the current software applications are the property of the existing contract operator.

Question 39. On page 28 of the contract, Section (B) of Article 14 Record Documents states, "The Contractor shall maintain at the Plants and make available to the County upon request for review and copying: (1) all designs, drawings, blueprints, plans, specifications and "as-built" or record drawings and documents pertaining to the Managed Assets..." Are these records available electronically?

Response: Records are available partially electronically and the rest as hard copies

Question 40. On page 66 of the contract, Section 48.14 Property of the Estate states, "The Contractor agrees that it owns no right, title or interest of any kind or nature whatsoever in the Managed Assets, the revenues or proceeds generated thereby or any equipment, materials, supplies or other real or personal property hereafter located on, in or used in connection with the operation and maintenance of the Managed Assets, all of which is and shall remain solely and exclusively the property of the County." Is it the intent of the County to retain possession of furniture, computers, tools etc. supplied under this contract?

Response: Furniture/equipment purchased by the Contractor for the explicit use of the Contractor will remain the Contractor's property.

Question 41. On page 80 of the contract, Section 50.9 (B) Sampling, Collection and Laboratory Work states, "The Contractor shall perform and provide all sampling, collection, transportation of samples, laboratory work (except with respect to laboratory work of discharges for NPDES and IPP purposes, which will be performed by the County) and analyses, and quality assurance and quality control procedures and programs required by the Contract Standards. Storm Water sampling & testing shall be the Contractor's responsibility." We request the addition of language that allows for a sample split and third party analysis in cases that the County Lab indicates non-compliance with any NPDES required analysis.

Response: The Contractor may request a sample split where the entire cost of the analysis shall be the Contractor's responsibility.

Question 42. On page 84 of the contract, Section 50.12 (A) System Records states, "The Contractor, on and after the Commencement Date, shall operate and maintain the installed computerized information systems with respect to the Managed Assets for operations and maintenance data and process control, including the information necessary to verify calculations made pursuant to this Service Contract and demonstrate compliance with the Contract Standards. The Contractor shall promptly provide the County, with copies of all operations and maintenance data and other information kept by the Contractor in its performance of the Contract Services." This seems to indicate that the CMMS software is installed. Please clarify.

Response: The contractor shall install CMMS with in 15 days of the award of the contract pursuant to Article 61.

Question 43. On page 98 of the contract, Section 53.2 (A) Initial and Final Valuation of Spare Parts and Consumables states, "As required by Exhibit 11 Equipment and Chemical Inventory, prior to the Commencement Date the Contractor shall prepare an itemized inventory and valuation of all spare parts and Consumables in stock at the Managed Assets and having operational utility at the managed Assets, which are to be transferred to the Contractor for its use." Then Exhibit 11 Equipment and Chemicals Inventory states on page 183, "Within 60 days after Commencement Date, the Contractor shall conduct a physical inventory and prepare an up-to-date report of Equipment and chemicals located throughout the System. The inventory report shall be attached to this Exhibit 6 and contain, but is not limited to, the following information relative to the equipment and chemicals of the System: detailed description of items; date of purchase; identification number (i.e., serial number), if available; manufacturers name and quantity (i.e., gallons of chemicals). All inventories are to be considered as part of the project. At the end of the Term of Agreement, an inventory will be replenished to levels equal to the levels at the beginning of the Agreement." Exhibit 6 is Exit Transition Plan. Is the inventory required prior to the commencement of the contract or within 60 days after commencement? Is it an Equipment and Chemical inventory or spare parts and consumables or all of the above?

Response: The inventory shall be completed within 60 days of the Commencement date and shall include all consumables and spare parts. The equipment inventory includes a performance evaluation and would be defined in a separate section.

Question 44. On page 101 of the contract, Section 53.4 Computerized Maintenance Management System states, "The Contractor shall install, utilize, maintain, upgrade, repair and replace, as appropriate throughout the Term, a computerized maintenance management system in accordance with Data Stream 7i or latest approved Version." Is the CMMS software currently installed at some locations? Do they have something other than the Datastream product?

Response: Data Stream 7i is the standard we prefer. Compatible software will be considered by the County. The current CMMS is not Data Stream 7i. The current database is DataStream 2 owned by OMI. The County standard is DataStream 7i or latest approved version.

Question 45. On page 111 of the Contract, Item 6 of Section 60.1 Scope of Services states the contractor is to "Provide local area network administration and CMMS & Process Software. This shall include server(s), individual workstation and printer integration as well as, LAN system preventative maintenance program. The Contractor shall be responsible for maintaining backup copies of all electronic records and work products. All hardware, software, data collect and stored will remain property of Fulton County. All software will be licensed to Fulton County. The County CMMS standard is DataStream Version 7i or more recent approved versions and process software is OPSWin for all Fulton County Wastewater Facilities. The Contractor will be responsible for software and hardware upgrades. Upgrades shall be installed as necessary or as desired by the County to ensure proper levels of service." How many licenses of each software package are required? Upgrading software can be a significant expense. Please clarify how we should interpret "as desired" in regard to upgrading?

Response: The number of license will depend on the Contractor's desired level of usage. Fulton will require at least two seats. The license can be structured to provide individual user license or one that would allow a set number of concurrent users. Fulton advises the latter of the two options.

Question 46. On page 155 of the contract, Table 4.2 Minimum Staffing Requirements includes two High Voltage Electricians. The NEC defines High Voltage as voltages over 600V. Will these electricians be working with voltages over 600V?

Response: Yes

Question 47. On page 115 of the contract, the fourth paragraph of Section 60.6 Emergency Services states, "The Contractor shall notify Fulton County and all other required Authorities when the quality of the discharge exceeds the discharge limitations as stated in the NPDES (the County is performing all NPDES analysis and will be providing those results to the contractor) Authorization to Discharge or when a sewage spill occurs, and will be responsible for all notifications and all related cost including subsequent monitoring cost with exception of Uncontrollable Circumstances. Notification of violation of discharge limitations or sewage spills shall be within one (1) hour of knowledge by the Contractor. The Contractor shall review all current permits and consent orders for current monitoring requirements." We assume the language in this section is specific to pump stations but it could be interrupted more broadly as any spill in the system. Please clarify.

Response: This language is specific to all managed assets included in this Contract. If a permit violation occurs as related to a malfunction of one of the managed assets included in this Contract, the Contractor will be held responsible. An exception would be under the provision of "uncontrollable circumstances" as defined.

Question 48. Addendum 2 deleted Section 3.3.9 of the RFP and Article 60.8 of the Draft Contract Agreement in their entirety and replaced them with a modified first paragraph that now addresses sludge removal from the Johns Creek WRF. Is it the County's intent to eliminate the balance of this section (i.e. removal of grit and screenings, proper storage, removal and disposal of hazardous waste, etc.) or to only change the first paragraph?

Response: The change was intended to add the Johns Creek WRF to the sections. The remainder of the language remains unchanged.

Question 49. Addendum #2 deleted Article 47-Definitions of the Draft Contract Agreement in its entirety and replaced it with four new terms ("CPI," "Facility," "Facility Closure" and "Managed Assets"). Was it the County's intent to eliminate the other defined terms?

Response: The definitions for CIP and Managed Assets were modified and the definitions for Facility and Facility Closure were added. All other definitions remain and are unchanged.

Question 50. Since the due date for proposal submission has been extended, will the final date for questions also be extended?

Response: Yes, the last day for questions will be Friday, December 4, 2009.

ACKNOWLEDGEMENT OF ADDENDUM NO. 3

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **Monday, December 14, 2009, at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 3, _____ day of _____, 2009.

Legal Name of Bidder

Signature of Authorized Representative

Title

