



FULTON COUNTY

People *Vision* *Families* *Neighborhoods*

Mission
To serve, protect and govern in concert with local municipalities

People *Values* *Customer Services*
Ethics *Resource Management*
Innovation *Equal Opportunity*

REQUEST FOR PROPOSAL NO.12RFP83104K-JAJ

OPERATION AND MAINTENANCE OF FULTON COUNTY WASTEWATER FLOW MONITORING EQUIPMENT

For

DEPARTMENT OF WATER RESOURCES

RFP DUE DATE AND TIME: May 07, 2012 11:00 A.M.
RFP ISSUANCE DATE: March 21, 2012
PRE-PROPOSAL CONFERENCE DATE April 16, 2012
PURCHASING CONTACT: James A. Jones
E-MAIL: james.jones@fultoncountyga.gov

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 3030**

**OPERATION AND MAINTENANCE OF FULTON WASTEWATER FLOW MONITORING
EQUIPMENT**

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SECTION 1 INTRODUCTION

1.1 OVERVIEW OR PURPOSE

Fulton County, Georgia (“County”) is soliciting Proposals for long-term operation, preventive maintenance and repair services for an existing network of sewage flow monitors and rain gauges, and professional engineering and technical services to conduct sewer system evaluation studies as required.

Through the issuance of this Request For Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for the “Operation and Maintenance of Fulton County Wastewater Flow Monitoring Equipment” multi-year contract.

Proposals provided in response to this 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 “Operation and Maintenance of Fulton County Wastewater Flow Monitoring Equipment” to the most advantageous Proposer based on the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT

This project involves the provision of all labor, equipment, materials and expertise by the successful Proposer for preventive maintenance and repair services for an existing network of two hundred and twenty-five (225) “ADS” flow monitors, twenty-five (25) “ADS” flow level alert monitors, and fifteen (15) “Rain Alert” rain gauges. Additionally, the project involves the utilization of Professional Engineering and Technical Services to evaluate sewer system integrity for capacity, management, operations and maintenance (CMOM) purposes, as required by specific work requests made by the County’s staff. The required contract services are to be applied County-wide as to include all existing and future sewer system components within the boundaries of the County. Fulton County proposes to engage a consultant for the duration of five (5) years with an option to renew annually for two (2) successive years for a total period of seven (7) years beginning approximately March 1, 2013.

1.3 BACKGROUND

Fulton County, Georgia, Water Resources Department operates and maintains approximately 60,000 manholes and 3,000 miles of sewer line divided into five major basins: Camp Creek in the Southern part of the County and Big Creek, Johns Creek, Little River and Nancy Creek in the Northern part of the County.

These basins include areas that are under the jurisdiction of neighboring counties. Previous sewer system evaluation studies have been conducted for the County but were designed to concentrate on a specific basin per project, utilizing data from the existing network and incorporating temporary monitoring as required to isolate problem areas. The existing monitoring network is an intermix of ADS Models “4000”, “Flow Shark”, “Triton” and “Flow Alert” flow monitors and “Rain Alert” rain gauges in various numbers of each type; installed intermittently during March 2000 to present as required for maintenance, repair and replacement purposes; generally, the equipment has an expected operational-efficiency life-span of 15 years.

1.4 COUNTY OBJECTIVES

The following are the County’s Objectives for this project: To provide comprehensive operations, preventive maintenance and repair services for flow monitors and rain gauges with their associated components in accordance with the manufacturer’s guidelines for optimum functionality.

- To conduct sewer system evaluation studies as required, primarily to identify and quantify sources of inflow and infiltration (I&I) throughout the sewer system, in support of overall objectives for Capacity Management Operations and Maintenance (CMOM).
- To have an ongoing provision to purchase and install additional network equipment (monitors and rain gauges) as dictated by CMOM objectives and general network expansion associated with requirements of intergovernmental sewer service agreements / billing stipulations.
- To secure and preserve the value of the investment made to procure the existing network of monitoring equipment and service instruments.

1.5 PURCHASING THE RFP

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

1.6 SUBCONTRACTING OPPORTUNITIES

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County’s website, <http://www.fultoncountyga.gov> under “Subcontracting Bid Opportunities”.

1.7 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **April 16, 2012 at 1:00 P.M.** in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130 Peachtree

Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.8 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **May 07, 2012 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.9 DELIVERY REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.10 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person **James A. Jones, Assistant Purchasing Agent 130 Peachtree Street Atlanta, GA 30303, james.jones@fultoncountyga.gov**. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

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

2.2 CONTRACT DEFINITIONS

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

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

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

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

Owner – Fulton County Government

Proposal – the document submitted by the offeror in response to this RFP.

Proposer – the entity or individual submitting a proposal in response to his RFP.

Request for Proposal (RFP) – all documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals.

Responsible Offeror – A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Responsive Offeror – A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

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

Subcontractor/sub-consultant – An individual, firm, corporation or any combination thereof, having a direct contract with Consultant/Contractor for the performance of a part of the work.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

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

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, 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, oral or written, received after **April 27, 2012, 2:00 p. m. 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 RFP. Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

Fulton County Department of Purchasing & Contract Compliance
Attn: James A. Jones
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: james.jones@fultoncountyga.gov

**RE: 12RFP83104K-JAJ Operation & Maintenance of Fulton Wastewater
Flow Monitoring Equipment**

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

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

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

issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The initial term of the contract shall be for five years, with two (2), one (1) year renewal options.

2.6 RFP SUBMITTALS

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

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a Vendor Selection Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits. 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.

2.8 DISQUALIFICATION OF PROPOSERS

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

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such

investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

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

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

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

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.11 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Building, 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF 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 RFP.

2.15 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 RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this 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.

2.16 COUNTY RIGHTS AND OPTIONS

1-1 This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

1-1

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- 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 RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.

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- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
 - The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
 - The County reserves the right to waive any technicalities or irregularities in the Proposals.
 - The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
 - The County may request Proposers to send representatives to the County for interviews and presentations.
 - To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the 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 reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
 - All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
 - The County may add to or delete from the Project Scope of Work set forth in this RFP.
 - Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
 - Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.

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- 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.

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

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the 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 RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a 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.

2.19 WAGE CLAUSE

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

2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of

Purchasing and Contract Compliance, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.21 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to Mr. Anthony Kelly, Waste Water Operations Compliance Supervisor or designated representative.

2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

See Section 5, Proposal Forms for declarations and affidavits.

2.23 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.24 RIGHT TO PROTEST

Any actual bidder or offeror who is aggrieved in connection with the solicitation or award of a contract shall protest in writing to the Director of Purchasing & Contract Compliance. An actual bidder or offeror is defined as a person or entity who has submitted a bid or proposal on the project for which they are filing a protest. A protest shall be submitted to and received by the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity known or should have known of the solicitation, the award of contract to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

2.25 FIRST SOURCE JOBS POLICY

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contract is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County. Forms are provided in Section 6 of this RFP.

2.26 NON-COLLUSION

By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work. See Section 5, Proposal Forms for declarations and affidavits.

2.27 EXCEPTIONS TO THE COUNTY'S CONTRACT

If Offeror takes exception to any term or condition set forth in the Sample Contract, see Section 8 of this RFP, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Offeror's proposal clearly marked as "Exceptions."

Such exceptions shall be considered in the evaluation and award processes. The County shall be the sole determiner of the acceptability of any exception. See Section 5, Proposal Forms for declarations and affidavits.

2.28 GENERAL REQUIREMENTS

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1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

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

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

2. 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.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of

Commissioners.

8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

**SECTION 3
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **April 30, 2012 at 11:00 A.M.** and must be addressed to:

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

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

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

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

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS 12RFP83104K-JAJ
Operation & Maintenance of Fulton County Wastewater Flow Monitoring
Equipment
Project # and Title
Technical or Cost Proposal
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit the following:

Technical Proposal, one (1) original and five (5) copies on CD media in PDF format.

Contract Compliance Exhibits, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Financial Information, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Cost Proposal, one (1) original and one (1) copy in a separate sealed envelope.

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.3 SCOPE OF WORK

The Water Resources Department of Fulton County, Georgia is currently seeking proposals to provide comprehensive preventive maintenance and repair services for an existing network of two hundred and twenty-five (225) flow monitors and fifteen (15) "Rain Alert" rain gauges. There are also twenty-five (25) ADS "Flow Alert" monitors currently installed at select locations designed to detect and provide alarm notification for Sanitary Sewer Overflow (SSO) conditions as they may occur. All network monitoring and rain gauge equipment is listed in Technical Exhibit 9-1. The contract services are to be applied Countywide so as

to include all sewer system components under ownership of the County and confined within its borders.

Additionally, the County has a need for professional engineering and technical services for conducting sewer system evaluation studies for the primary purpose of identifying and quantifying inflow and infiltration (I&I) sources in the sewer system, as required. Contract services shall also consist of comprehensive database management for sewer system flow data to include as a minimum, the collection, analysis, storage, retrieval and reporting of flow data, in various formats, as required by the County. The County has an existing service provision for instant online data delivery with alarming and notification, trending, map viewing, and optional analyses for each site location in the flow monitoring network, and requires that a comparable overall service program be provided by Consultant.

3.3.1. COMPREHENSIVE PREVENTIVE MAINTENANCE SERVICES

The existing and future additions to the network of flow monitors and rain gauges shall be maintained to assure a minimum up-time of ninety-five percent (95%) for each monitor designated as a “billing site”. **Currently the County has sixty-six (66) monitoring sites designated as “billing sites”, and they are identified in Technical Exhibit “9-1”.** Monitors not designated as “billing site” locations shall be maintained to assure a minimum up-time of ninety percent (90%). The County does not have an inventory of spare / replacement parts, thus the Consultant shall provide such parts as it needs to maintain the entire network of flow monitors and rain gauges, including battery replacement, on an ongoing basis. **The costs for provision and installation of such parts and batteries should be factored into the Proposer’s unit costs for preventive maintenance and repair services for the existing network of flow monitors and rain gauges.**

The Consultant and County shall decide whether a monitor that cannot be repaired shall be replaced by a new in-kind monitor, a rehabilitated in-kind monitor, or a new monitor that is equal to or better than existing monitors from a different manufacturer. Regardless of the continued use of the existing monitors or use of replacement monitors, the quality of data and use of the phone-based or wireless communication system and/or downloading of data at the monitor site shall not be degraded, and the required up-time shall be maintained. Replacement monitors shall be no less capable of complying with the performance requirements specified herein. **Additionally, in consideration of replacement alternatives for monitoring equipment, the Consultant shall also be required to**

provide a “lease with option to buy” alternative for new equipment as required for the County.

The County may direct the relocation of flow monitors to better address sewer operation needs. The County may also decide to increase the number of flow monitors in its permanent system.

Unit prices shall be set forth as provided in the Proposal for existing and additional monitors as specified in the cost proposal.

All flow monitors shall be calibrated no less than quarterly, in accordance with the manufacturer’s maintenance specifications and guidelines.

A full description of the replacement equipment that will be offered for the project including new in-kind monitors, rehabilitated in-kind monitors, and new monitors from a different manufacturer, shall be included in the Proposal, along with the alternative for “leasing with option to buy”. The description shall include an estimate of the expected life cycle of each category of equipment.

3.3.1.1 Specific Requirements for Preventive Maintenance and Repair for Flow Monitors and Rain Gauges

The Service Provider shall be ISO 9001 certified and at a minimum will perform the following services to maintain the equipment in accordance with the manufacturer’s specifications.

1. Collect, Analyze and Store Flow Data:
Down-load data from flow monitors and rain gauges twice weekly via wireless or telephone modem line where communication service connections are available. Directly download data from flow monitors and rain gauges once weekly where wireless and telephone connections are not available. Appropriately analyze and edit collected flow data as required for quality and overall integrity to ensure accuracy and completeness.
2. Diagnostics:
Remote diagnostic checkout of all equipment using the most current procedures and programs from service provider’s centralized data center, regional facilities, or other service locations by use of wireless or telephone line communications.

3. Repair:

Repair and preventive maintenance services, including battery replacement, as necessary to keep the equipment operating in accordance with the manufacturer's design specifications. These services will be performed from the service provider's regional service facilities or other service locations. The types of services to be performed under this agreement include but are not limited to the following:

- a. Repair diagnostic check-out of all equipment using the most current procedures and programs from the Consultant's local facilities or other service locations, by use of wireless communication or telephone lines.
- b. Ultrasonic Depth and Pressure Depth sensor replacement – The ultrasonic depth sensor will be repaired or replaced once it has lost its built-in redundancy or its working temperature sensor. The pressure depth sensor shall be considered for replacement if the sensor readings are a constant value or if it can no longer be calibrated to the ultrasonic sensor. Both the ultrasonic depth and pressure depth sensors must function simultaneously.
- c. Low battery voltages - Service provider will replace the batteries within the scheduled response time, when the power reaches critical level, as necessary to keep the equipment operating in accordance with the manufacturer's design specifications.
- d. Velocity sensor replacement - A velocity sensor shall be considered for replacement if the sensor readings are a constant value or zero indicating loss of sensitivity.
- e. Repair of communication/telephone line failure from the service provider's network termination point to the internal monitoring equipment and/or rain gauges to include phone line installation and coordination with the service provider for telephone services and repair.
- f. Rain Gauge Tipping Bucket and Tipping mechanism repair or replacement when not functioning properly.

4. Service Schedule:

The field service shall accommodate the Water Resources Department's normal operating hours of 8:00 A.M. to 12:00

noon and 1:00 P.M. to 5:00 P.M., Monday through Friday. All service calls received on weekends or holidays will be responded to the following business day.

5. Primary Contact:

Service provider shall designate a “Project Manager” to serve as the primary contact with the County for the resolution of field problems and general contract service issues. Written notification of any change in this primary contact will be provided to the Contract Manager.

6. Response Time:

Service provider will ensure that response time to notification of an equipment malfunction is sufficient to maintain the corresponding 90% and 95% uptime as set forth in this specification for data availability.

7. Data Availability:

Service provider guarantees 90% system-wide uptime for monitors covered under the comprehensive service agreement and 95% uptime for those designated as billing monitor locations covered under the agreement.

8. Meeting On-Site:

If requested by the Contract Manager, the Field Representative will meet with the County’s representative during a service visit to the respective site location for flow monitors and rain gauges.

9. Inventory:

Service provider shall maintain an adequate supply of batteries, sensors, monitors, and all other necessary parts and equipment, in the local area for use in servicing the County’s system.

10. Service Statement:

Service provider will provide a Statement of Repair Service form that documents maintenance or diagnostics performed on a monthly basis, and it shall be submitted with each monthly payment invoice for services provided.

3.3.1.2 Exclusions

The following equipment and services shall be excluded from a comprehensive service Agreement:

1. Communications line work external to the equipment. If requested by the Contract Manager, this work can be done at a Time & Materials rate.
2. Changes or alterations in specifications.
3. Painting or refinishing or furnishing materials thereof (except as damaged by service provider during service work).
4. Installing, moving, or removing of equipment unless required as directed by the Contract Manager to allow for sewer system maintenance requirements or as part of the repair process.
5. Repairs made necessary by accident of the County, its employees, agents, contractors or invitees.
6. Repairs made necessary due to attempts by the County to repair or maintain the equipment unless authorized by service provider.
7. Service during holidays. Repair service during a holiday period, if requested by the County, shall be at an hourly Time & Materials rate.
8. Maintenance and repair necessary to put equipment not under a monthly service contract in good repair.
9. Repairs made necessary due to events beyond service provider's control, such as catastrophic natural events.

3.3.2 DATA GATHERING

The County requires that the successful Proposer provide the ability to integrate flow and rainfall data gathered from network equipment, into current County computer information and GIS systems, as required. Data gathered from flow monitors and rain gauges shall be provided to the County with all quantities accumulated on a 15-minute interval. Data shall be collected twice (2) a week via remote access for each permanent flow monitor and rain gauge when communication connections are available. Weekly scheduled downloads utilizing a laptop computer will be performed where communication connections are not available.

The method for integrating data with County systems, and of data gathering from the County-owned ADS monitors and rain gauges and any replacement monitors or rain gauges shall be fully described in the Proposal.

3.3.3 WEB-BASED MONITOR AND RAIN GAUGE COMMUNICATION AND DIAGNOSTIC SOFTWARE APPLICATIONS

The Communication and Diagnostic Software will be accessible via a web-based medium and meet the following minimum requirements:

1. Shall be developed by an ISO 9001 certified company.
2. Shall operate on and via a Microsoft® Windows® and Windows NT platform.
3. Shall support the generation of communication logs each time the data logger is activated, collected and/or confirmed.
4. Shall support the upload of the complete data logger memory and user-defined dates and time and data types. Shall also support an "Auto Collect" feature where only the most recent, previously not retrieved data is uploaded; and does not overwrite existing data before prompting the user and providing the choice to do so or not.
5. Shall provide the means to review the uploaded data in a hydrograph, scatter-graph and tabular format by the end user.

3.3.3.1 Diagnostic and Analysis Capability of Software

1. The software shall alert the user when the battery has reached a critical deficiency level and needs to be replaced.
2. The software shall support Online Help that will include as a minimum: object help and standard Windows, Content, Index, and Find Help.
3. The software shall store flow data in Microsoft® Access® database format allowing for easy export to other software applications.
4. The software shall support display of data in different unit types without exiting the program.

3.3.3.2 Data Acquisition Capability of Software

1. The software shall support communications via wireless, modem and on-site direct serial connect.
2. The software shall support real time data collection of flow data as well as allow user to schedule data collection to occur at a later, user-specified time.
3. The software shall support the collection of data from individual data loggers and a group of data loggers.
4. The software shall support the import of data from a laptop PC. User shall have the option to define dates of data to be imported or append the data to existing data in database.
5. The software shall support the generation of a log file that shows the success or failure of the attempted data import or collect.
6. The software shall support the import of ASCII text file

formatted data.

3.3.3.3 Data Editing

1. The software shall support the editing of flow data via three different methods; hydrograph, scatter-graph, tabular.
2. The software shall support the review of data by individual locations or a group of locations.
3. The software shall support multiple views of the data (for example, a hydrograph and scatter-graph) to ease the data editing process.
4. The software shall support the display and edit of more than one data type at a time.
5. The software shall support performance of edits on a user-selected span of data.
6. The software shall support the display of the current value of the data type on the status bar as the cursor is moved across the graph.
7. The software shall support the viewing of at least 10 different data types simultaneously in the hydrograph format.
8. The scatter-graph shall support the viewing of up to three data types, one on the x-axis, two on the y-axis.
9. The software shall indicate to user if a point has been manually modified.
10. User shall have option to store all data edits in a log on a per-site basis as a record of the modifications made to the data.
11. The software shall support the storage of the preferred data edit mode so the user does not have to re-define the view of the data each time one of the data editing tools is accessed.
12. User shall be able to highlight a portion of data on a hydrograph and zoom in on the data to obtain a higher resolution.

3.3.3.4 Data Reporting

1. The software shall support the cut, copy and paste commands of Microsoft Windows.
2. The software shall support the running of reports for individual locations and a group of locations.
3. The software shall provide report templates for hydrographs and tabular reports. User shall be able to define headers and footers for reports.
4. User shall be able to output reports on-demand or schedule the reports to run at a user- specified time.

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5. The software shall support the calculation of flow quantity in channels of different shapes and sizes. These will include at a minimum, round, rectangular, ovoid, elliptical, and horseshoe. It shall also support flumes and weirs.
 6. The software shall accurately compensate for silt levels found in the channel cross-section.
 7. Template tabular reports shall be provided for running 15-minute, hourly and daily reports.
 8. Templates shall be provided for running daily, weekly, quarterly, yearly and user-defined interval hydrograph reports.

3.3.4 DATA MANAGEMENT SYSTEM

Flow and rainfall data gathered from each monitor/gauge shall be transferred to a **web-based** data storage and management system for processing. The system shall be capable of performing the following functions:

1. Data Acquisition – able to import monitoring data from various other sources such as current County flow monitors and rain gauges, and the National Weather Service rainfall data. For existing monitors, if the data acquisition requires proprietary software, the Consultant shall provide such license to the County. If replacement monitors of a different manufacturer require proprietary software, the Consultant shall provide such license to the County. In both cases, such license shall include provision for the use of the software by the County's approved representative(s) during and after the Contract period. Such data shall be converted and placed in a Microsoft Access database. Raw data shall be reviewed for problems and anomalies and adjusted where appropriate without losing the raw data, and indicating the adjustment made;
2. Data Management – shall use a Microsoft Access database format to allow the system to store large volumes of flow and rainfall data for easy retrieval and historical reference. Using Access's open-architecture platform, the system can be used with a variety of other software applications;
3. Flow Quantification – calculates and generates flow rates which can be expressed in user-selectable units of measure such as million gallons per day (MGD), cubic feet per second (cfs), and liters per second (l/s);
4. System Analysis – provides tools to analyze site-specific flow characteristics and problems, facilitates viewing of flow changes

between monitoring locations, and facilitates identification of system trend and anomalies;

5. Report Generation – provides for the manipulation of information that can be reported both on-screen and in hard copy formats. Additionally, a “cut-and paste” feature that allows for easy export to other software programs shall be provided.
6. Scatter-graph Analysis – develops and generates system flow scatter-graphs for individual flow monitoring locations. Scatter-graphs shall be reported in a “depth versus velocity” format. Individual readings for each monitoring time step for periods up to one (1) year shall be included in the scatter-graph. The DMS shall be capable of direct generation of each scatter-graph (i.e. no post-processing software is required). Scatter-graphs shall also show field calibration data and various theoretical pipe curves; and
7. Web-based Data Storage and Management System – the Consultant shall establish a web-based system to store data from the permanent monitors and rain gauges, and its analyses, allowing retrieval of the data and analyses by a maximum of ten (10) users. A software license shall be provided to the County if required.

3.3.5 RECORD KEEPING

A printed map and/or shape file of the sewer system will be provided to the Consultant by the County as required for the Consultant to fulfill contractually obligated task requirements. In the course of the inspection, errors or omissions in the maps shall be noted, including, but not limited to, alignment of the sewers, recorded size, shape, material, invert elevations, manhole locations and pipe connectivity.

For new monitors added to the system, a site report shall be provided prior to monitor installation for each monitor showing the characteristics of the sewer system at the monitor location. Thirty (30) days following the end of a month or partial month of monitoring, three (3) copies of a report of the data gathered shall be submitted, which shall include the site report. The monitoring data shall be provided in a written report (three (3) copies) in the form of graphs of flow depth, velocity, flow rate and rainfall hyetographs of the closest rain gauge. The Consultant shall also indicate methods of resolving errors in the data when one or more of the measurement devices fail to operate. When these methods are applied to the data, it shall be noted which data was affected and which method was used as a supplement to the report.

In addition to the paper copies of the data, three (3) copies of the data (depth, velocity and flow rate) shall be provided electronically as an Access database or Excel file on compact disc. The data contained on the compact disc shall be accessible without requiring proprietary software.

Proposed record keeping methods, including the methods of resolving errors in the data when one or more of the measurement devices fail to operate, and how that will be communicated to the County shall be provided in the Proposal.

3.3.7 WEB-BASED ALARMING AND REPORTING SYSTEM FOR MONITORING SITE LOCATIONS

The Consultant shall provide an alarming system for monitoring network equipment capable of initiating notification to sewer system maintenance, operations and other end-user personnel of the County, so as to provide early warning of abnormal flow conditions that might occur at any site location. The primary objective is that the notice affords the reaction time needed to respond before an overflow actually occurs or at minimum- a rapid response to overflow conditions. The system shall also provide for reporting specifications that are completely user-defined and include SMS text messaging, e-mail, voice, personalized messages, repeatable settings, and elevated alarming to three levels. Additionally, the system shall provide for instant online data delivery with alarming, trending, map viewing, and optional analyses.

Proposed application and instrumentation for alarming and reporting system, including its adaptability to and/or compatibility with the County's existing network flow monitors and rain gauges, shall be provided in the Proposal.

3.3.8 SEWER SYSTEM EVALUATION AND TEMPORARY FLOW MEASUREMENT

The Consultant shall provide professional engineering services to conduct Sewer System Evaluation as requested by the County, for the purpose of identifying and quantifying excessive infiltration and inflow (I&I) to the sanitary sewerage systems of Fulton County. As a minimum, the Consultant shall be required to utilize the following methods for evaluating the sewer system for I&I:

- Temporary Flow Monitoring
- Inspect Manholes
- Smoke Testing

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- Dyed Water Flooding
 - Flow Isolation
 - TV Inspection

The Consultant shall submit a description of the overall plan, inclusive of the methods indicated above, for execution of Sewer System Evaluation (SSE) as part of the proposal.

As an integral part of Sewer System Evaluation, the installation of temporary flow monitors will be required on an “as needed basis” during the course of the multi-year service agreement. Flow monitoring shall begin within thirty (30) days of the issuance of a Notice to Proceed and shall continue until the County’s Representative gives written notice to remove the monitor(s) — a period anticipated to be sixty (60) to one hundred and twenty (120) days for the majority of temporary flow measurement requirements. **Upon completion of each SSE assignment, the Consultant shall provide to the County an engineering analysis report that adequately details findings related to I&I and any other discovery pertinent to the integrity of the system. At a minimum the report must quantify I&I and identify sources as applicable; in all cases where temporary flow monitoring is utilized, scatter-graphs, hydrographs and tabular reports shall be included in the overall report.**

Monitoring shall be performed under dry and wet weather conditions such that flows from storms of various intensities can be measured. Using this data, the relationship between peak flow and rainfall intensity will be developed for each monitoring site. In addition, sewer capacity will be evaluated for various dry and wet weather conditions.

Flow monitoring will also be used to provide the data necessary to quantify the infiltration/inflow in the sanitary sewer system.

Flow measurements shall be taken in such a way as to clearly define peak and/or minimum flow conditions. As situations dictate, the County will assume responsibility for ensuring sewers are cleaned thoroughly before depth and velocity measurements are undertaken by the Consultant. Once the monitor is installed and calibrated, the monitor shall be examined a minimum of once a week to gather data, and to verify optimum functionality of the monitor installation. Unless downtime is caused by extraneous factors, full payment will be made when an up-time of 95% during storm events and 90% during the installed period is achieved. The County’s Representative shall be notified immediately when routine

examination of a monitor or of the data indicates that the sewer is accumulating debris that prevents accurate flow measurements.

EQUIPMENT. The basic instrument for flow measuring and monitoring shall have minimum components of one velocity sensor, one ultrasonic depth sensor and one pressure depth sensor. They shall be self-contained, micro-processor-controlled units that measure and record both depth and velocity of flow in sewer systems at programmed intervals. Data will be up-loaded to the computer and printed to the computer screen to allow comparison with field checks. Each monitor shall be calibrated for accuracy prior to installation at the full range of flows expected.

A full description of the equipment that will be used for the project shall be included in the Proposal, stating which equipment is currently owned, and which is intended to be leased, rented or purchased.

The precision of the velocity measurement device, the depth measurement device and an indication of the range over which the precision applies shall be included in the Proposal. This information shall also be included in the site report for each monitor installation.

SITE SELECTION. The sites for monitor installation will initially be selected by the County's representative. The Consultant will ascertain the adequacy of the location and, if it is unacceptable, will propose another location nearby. If the location is acceptable to the County, a site report will be prepared and presented to the County's Representative. The site report shall include as a minimum:

1. A sketch of manhole with all pipes entering and leaving the manhole;
2. All dimensions of the manhole and all pipes;
3. A description of hydraulic flow conditions;
4. The type of monitor installed and the expected precision of measurements over the range of flows expected; and
5. Photos.

The final location must be accepted in writing by the County's representative prior to installation.

MONITOR INSTALLATION. The Consultant must perform an internal inspection of the manholes to be entered for monitor installation and the adjacent sewer pipes, designating the location, size, shape and material of pipes; noting all structural defects; and recording findings on log sheets.

The pipes shall be clean enough for the monitor to represent flow in a clean pipe. Accumulation of grease, grit and other debris immediately downstream may need to be cleaned. Grease, grit, and other debris upstream of the manhole may also need to be removed to avoid shifting debris. The County's representative shall be contacted to have the cleaning performed so as to minimize inaccuracy of data or down time. Failure to monitor flow because of debris shall not excuse the Consultant from fulfilling the required up time should the Consultant fail to notify the County of the debris in a timely manner.

When sewer line depth of flow at the upstream manhole section is above that required by industry standards for proper monitor installation, the flow shall be reduced via pumps, plugging or flow blocking, or by pumping and bypassing. Such operation shall not result in an overflow. If an overflow should occur, it shall be the responsibility of the Contractor to immediately notify the City's representative, to estimate the quantity of the spill, and to clean up the spill. **The Consultant shall be required to pay any fine that might be imposed by the Environmental Protection Agency (EPA) or the Environmental Protection Division (EPD) under the First Amended Consent Decree.**

MAINTENANCE AND DATA COLLECTION. After installation, the data from the monitors shall be collected once per week and maintained and service shall be performed as required to ensure its proper functioning, calibration and accurate flow data. Such servicing will require entering the manhole to inspect the monitor installation and to clean the probe(s).

Flow monitors must accurately record data a minimum of ninety (90%) percent of the time for each individual monitor; and all monitors within a related group must be accurately recording data at the same time for a minimum of eighty-five (85%) percent of the time. Payment shall not be made for the time that data is not recorded accurately for reasons within the Consultant's control.

Sufficient replacement monitors or components shall be immediately available should equipment breakdown(s) occur. The Consultant shall indicate the number and location of replacement monitors.

Details regarding installation and maintenance procedures shall be included in the Proposal.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services.

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

Section 1 - Executive Summary

The executive summary shall include the following information:

- Provide the legal name of the entity responding to this proposal.
- Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).
- Include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

Section 2 – Project Plan

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task, project completion date, and any other information that will assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used.
3. Description of project deliverables.

Section 3 – Project Team Qualifications/ Qualifications of Key Personnel

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager.
2. All proposed key personnel must have at least a minimum of three (3) years work experience in sewer system flow monitoring.
3. The Project Manager must have a minimum of five (5) years experience in

conducting oversight of sewer system flow monitoring work activity and served in capacity to lead coordination of sewer system evaluation study efforts.

4. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background
 - Current and Past Relevant Work Experience
 - Include two (2) references for each key personnel member on similar projects.

An experience matrix for the team and proposed sub consultants is required. This matrix should describe exactly the type of work each team member has performed within the past ten (5) years on projects of comparable scope and nature. It is not sufficient to simply identify names of projects or indicate an association with a project.

1. Proponents must submit a list of all projects performed for the County by the team within the past five (5) calendar years. Provide the following information for each project:
 - a. Name of the project, County Department, County **Project Manager/Contact**, phone and fax numbers, and date of completion;
 - b. Short description of the project, one (1) paragraph; and
 - c. Contract Value.
2. Proponent must submit a list of at least three projects in similar size and complexity. These projects must include the installation, service and data analysis of flow monitoring networks similar to Fulton County's existing flow monitoring network. Projects must include networks of at least 50 monitors.

Section 4 – Relevant Project Experience

Identify three (3) projects where the Proposer has performed flow monitoring, and any related projects ongoing or completed by the team during the past five (5) calendar years. Proponent must submit a list of at least three projects in similar size and complexity. These projects must include the installation, service and data analysis of flow monitoring networks similar to Fulton County's existing flow monitoring network. Projects must include networks of at least 50 monitors.

Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the project, the owner, year performed and the project location.
- A description of the project.
- A reference, including a contact name, addresses and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.

Section 5 – Proposer Financial Information

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

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

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

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

Section 6 - Availability of Key Personnel

- (1) Provide the percent availability and percent commitment of key team members to the project during the various stages of the project.
- (2) Current workload of key personnel

Section 7- Local Preference

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. The term business location means that the business has a staffed, fixed, physical place of business located within Fulton County and has had the same for at least one (1) year prior to the date of the

business' submission of its proposal or bid, as applicable and has had held a valid business license from Fulton County or a city located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business' submission of its proposal or bid as applicable.

In order to receive the Local Preference points of ten (10) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFP

The Proposer must indicate which one (1) of the following criteria they will utilize in order to receive local preference:

1. Business having a business location within the geographic boundaries of Fulton County.

The following supporting documentation must be provided:

- Copy of occupational tax certificate (business license) form Fulton County or a city located within Fulton County, or;
- Copy of a lease or rental agreement, or;
- Proof of ownership interest in a location within the geographical boundaries of Fulton County.

2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide the residential address of the business owner(s).

3. Businesses where at least fifty-one percent (51%) of the employees of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide a list of all employees name and address.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference. In the event the affidavit or other declaration under oath is determined to be false,

such business shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

Section 8 – Service Disabled Veterans Preference

Service Disabled Veterans Business Enterprise Preference is given to businesses that are independent and continuing operations for profit, performing commercially useful functions, and which are owned and controlled by one or more individuals who are a least thirty percent (30%) disabled as a result of military service who have been honorably discharged, designated as such by the United States Department of Veterans Affairs, and is located within the geographic boundaries of Fulton County. The Service Disabled Veteran Business Enterprise (“SDVBE”) must be certified as such by the County’s Office of Contract Compliance.

In order to receive the SDVBE Preference points of five (5) points the Proposer must submit a copy of their certification letter from the Office of Contract Compliance and certify under oath that it is eligible to receive the SDVBE preference points by signing and submitting Form I, Service Disabled Veterans Preference Affidavit located in Section 5 of this RFP.

Section 9 – Disclosure Form and Questionnaire

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm’s business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form D.

Section 10 – Cost

The respondent with the lowest total cost will receive the full 10 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 10, the total points allowed for cost.

The County has established the following formula to evaluate cost proposals for Request for Proposals (RFP):

Lowest cost submitted

Each successive cost **X** ***Points allocated for cost in RFP = Cost proposal score***

3.5 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Cost Proposal Forms

The Proposer is required to complete **all** of the Cost Proposal Forms provided.

The following Proposal forms for Sewer System Evaluation flow monitoring and Proposal forms for maintenance, data gathering and analysis of the permanent flow monitors and rain gauges are attached for perusal. These forms shall be filled out showing unit prices and extended totals as indicated.

The unit prices shall be a fair representation of the cost for each item of scope (i.e., not be unbalanced) and, in the aggregate, shall include all aspects of the overall scope, including materials, equipment and labor for monitoring the flow in the sewers within the accuracy stated and with due regard to safety of employees, County staff and the public.

Quantities shown on the Proposal forms indicate a reasonable magnitude of the work. However, actual quantities could be higher or lower without a change in the unit costs.

The Price Proposal shall be provided in a separate sealed envelope in accordance with terms and conditions stated herein. The Price Proposal shall include current information and shall be arranged and include content as described below:

PLEASE COMPLETE THE FOLLOWING YEARLY COST PROPOSAL FORMS AS DIRECTED AND INSERT IN YOUR SEPARATE SEALED COST PROPOSAL

YEAR 1

- I. Preventive Maintenance and Repair of Existing Network: \$_____ per monitor per month including any and all required parts and data processing
- II. Web-based alarming and reporting for monitoring sites: \$_____ per monitor per month including all instrumentation and site configuration
- III. 4 Additional Permanent Monitors: \$_____ ea.
 - (a). 2 Additional Permanent Rain Gauges: \$_____ ea. (Including equipment purchase, installation, and site confirmation; then to be added to Preventive Maintenance and Repair services upon acceptance by the County)
- IV. Sewer System Evaluation (To be directed by the County as required):

Item	Units	Estimated Quantities	Unit Price	Total Cost
SSE				
Temporary Flow Monitoring Equipment and Personnel Mobilization	Lump Sum	1		
Temporary Flow Monitoring Site Selection and Investigation ¹	Each	10		
Temporary Flow Monitor Installation ²	Each	10		
Temporary Flow Monitoring Data Collection/Meter Maintenance ³	Monitor-Day	900		
Temporary Flow Monitoring Reporting	Lump Sum	1		
Inspect Manholes	Each	120		
Smoke Testing	Feet	20000		
Dyed Water Flooding	Sites	12		
Flow Isolation	Manholes	60		
TV Inspection	Feet	5000		
			Total Item IV	\$

YEAR 1 SUMMARY	
I. Preventive Maintenance and Repair of Existing Network:	\$_____
II. Web-based alarming and reporting for monitoring sites	\$_____
III. Four (4) Additional Permanent Flow Monitors	\$_____
a. Two (2) Additional Permanent Rain Gauges	\$_____
IV. System Evaluation (To be directed by the County as required):	\$_____
TOTAL I through IV	\$_____

Year 1 monthly unit cost for flow monitor “lease with option to buy” (Includes all services associated with permanent monitoring site, and installation cost shall be consistent with that for “Temporary Flow Monitor Installation” above). \$_____ ea.

YEAR 2

- I. Preventive Maintenance and Repair of Existing Network: \$ _____ per monitor per month including any and all required parts and data processing
- II. Web-based alarm notification for monitoring sites: \$ _____ per monitor per month including all instrumentation and site configuration
- III. 4 Additional Permanent Monitors: \$ _____ ea.
 (a). 2 Additional Permanent Rain Gauges: \$ _____ ea.
 (Including equipment purchase, installation, and site confirmation; then to be added to Preventive Maintenance and Repair services upon acceptance by the County)
- IV. Sewer System Evaluation (To be directed by the County as required):

Item	Units	Estimated Quantities	Unit Price	Total Cost
SSSES				
Temporary Flow Monitoring Equipment and Personnel Mobilization	Lump Sum	1		
Temporary Flow Monitoring Site Selection and Investigation ¹	Each	10		
Temporary Flow Monitor Installation ²	Each	10		
Temporary Flow Monitoring Data Collection/Meter Maintenance ³	Monitor-Day	900		
Temporary Flow Monitoring Reporting	Lump Sum	1		
Inspect Manholes	Each	120		
Smoke Testing	Feet	20000		
Dyed Water Flooding	Sites	12		
Flow Isolation	Manholes	60		
TV Inspection	Feet	5000		
			Total Item IV	\$ _____

YEAR 2 SUMMARY	
I. Preventive Maintenance and Repair of Existing Network:	\$ _____
II. Web-based alarming and reporting for monitoring sites	\$ _____
III. Four (4) Additional Permanent Flow Monitors	\$ _____
a. Two (2) Additional Permanent Rain Gauges	\$ _____
IV. System Evaluation (To be directed by the County as required):	\$ _____
TOTAL I through IV	\$ _____

Year 2 monthly unit cost for flow monitor “lease with option to buy” (Includes all services associated with permanent monitoring site, and installation cost shall be consistent with that for “Temporary Flow Monitor Installation” above). \$ _____ ea.

YEAR 3

- I. Preventive Maintenance and Repair of Existing Network: \$ _____ per monitor per month including any and all required parts and data processing
- II. Web-based alarm notification for monitoring sites: \$ _____ per monitor per month including all instrumentation and site configuration
- III. 4 Additional Permanent Monitors: \$ _____ ea.
 (a). 2 Additional Permanent Rain Gauges: \$ _____ ea.
 (Including equipment purchase, installation, and site confirmation; then to be added to Preventive Maintenance and Repair services upon acceptance by the County)
- IV. Sewer System Evaluation (To be directed by the County as required):

Item	Units	Estimated Quantities	Unit Price	Total Cost
SSE				
Temporary Flow Monitoring Equipment and Personnel Mobilization	Lump Sum	1		
Temporary Flow Monitoring Site Selection and Investigation ¹	Each	10		
Temporary Flow Monitor Installation ²	Each	10		
Temporary Flow Monitoring Data Collection/Meter Maintenance ³	Monitor-Day	900		
Temporary Flow Monitoring Reporting	Lump Sum	1		
Inspect Manholes	Each	120		
Smoke Testing	Feet	20000		
Dyed Water Flooding	Sites	12		
Flow Isolation	Manholes	60		
TV Inspection	Feet	5000		
			Total Item IV	\$ _____

YEAR 3 SUMMARY	
I. Preventive Maintenance and Repair of Existing Network:	\$ _____
II. Web-based alarming and reporting for monitoring sites	\$ _____
III. Four (4) Additional Permanent Flow Monitors	\$ _____
a. Two (2) Additional Permanent Rain Gauges	\$ _____
IV. System Evaluation (To be directed by the County as required):	\$ _____
TOTAL I through IV	\$ _____

Year 3 monthly unit cost for flow monitor “lease with option to buy” (Includes all services associated with permanent monitoring site, and installation cost shall be consistent with that for “Temporary Flow Monitor Installation” above). \$ _____ ea.

YEAR 4

- I. Preventive Maintenance and Repair of Existing Network: \$ _____ per monitor per month including any and all required parts and data processing
- II. Web-based alarm notification for monitoring sites: \$ _____ per monitor per month including all instrumentation and site configuration
- III. 4 Additional Permanent Monitors: \$ _____ ea.
 (a). 2 Additional Permanent Rain Gauges: \$ _____ ea.
 (Including equipment purchase, installation, and site confirmation; then to be added to Preventive Maintenance and Repair services upon acceptance by the County)
- IV. Sewer System Evaluation (To be directed by the County as required):

Item	Units	Estimated Quantities	Unit Price	Total Cost
SSE				
Temporary Flow Monitoring Equipment and Personnel Mobilization	Lump Sum	1		
Temporary Flow Monitoring Site Selection and Investigation ¹	Each	10		
Temporary Flow Monitor Installation ²	Each	10		
Temporary Flow Monitoring Data Collection/Meter Maintenance ³	Monitor-Day	900		
Temporary Flow Monitoring Reporting	Lump Sum	1		
Inspect Manholes	Each	120		
Smoke Testing	Feet	20000		
Dyed Water Flooding	Sites	12		
Flow Isolation	Manholes	60		
TV Inspection	Feet	5000		
			Total Item IV	\$

YEAR 4 SUMMARY	
I. Preventive Maintenance and Repair of Existing Network:	\$ _____
II. Web-based alarming and reporting for monitoring sites	\$ _____
III. Four (4) Additional Permanent Flow Monitors	\$ _____
a. Two (2) Additional Permanent Rain Gauges	\$ _____
IV. System Evaluation (To be directed by the County as required):	\$ _____
TOTAL I through IV	\$ _____

Year 4 monthly unit cost for flow monitor “lease with option to buy” (Includes all services associated with permanent monitoring site, and installation cost shall be consistent with that for “Temporary Flow Monitor Installation” above). \$ _____ ea.

YEAR 5

- I. Preventive Maintenance and Repair of Existing Network: \$ _____ per monitor per month including any and all required parts and data processing
- II. Web-based alarm notification for monitoring sites: \$ _____ per monitor per month including all instrumentation and site configuration
- III. 4 Additional Permanent Monitors: \$ _____ ea.
 (a). 2 Additional Permanent Rain Gauges: \$ _____ ea.
 (Including equipment purchase, installation, and site confirmation; then to be added to Preventive Maintenance and Repair services upon acceptance by the County)
- IV. Sewer System Evaluation (To be directed by the County as required):

Item	Units	Estimated Quantities	Unit Price	Total Cost
SSE				
Temporary Flow Monitoring Equipment and Personnel Mobilization	Lump Sum	1		
Temporary Flow Monitoring Site Selection and Investigation ¹	Each	10		
Temporary Flow Monitor Installation ²	Each	10		
Temporary Flow Monitoring Data Collection/Meter Maintenance ³	Monitor-Day	900		
Temporary Flow Monitoring Reporting	Lump Sum	1		
Inspect Manholes	Each	120		
Smoke Testing	Feet	20000		
Dyed Water Flooding	Sites	12		
Flow Isolation	Manholes	60		
TV Inspection	Feet	5000		
			Total Item IV	\$

YEAR 5 SUMMARY	
I. Preventive Maintenance and Repair of Existing Network:	\$ _____
II. Web-based alarming and reporting for monitoring sites	\$ _____
III. Four (4) Additional Permanent Flow Monitors	\$ _____
a. Two (2) Additional Permanent Rain Gauges	\$ _____
IV. System Evaluation (To be directed by the County as required):	\$ _____
TOTAL I through IV	\$ _____

Year 5 monthly unit cost for flow monitor “lease with option to buy” (Includes all services associated with permanent monitoring site, and installation cost shall be consistent with that for “Temporary Flow Monitor Installation” above). \$ _____ ea.

COST PROPOSAL SUMMARY

TOTAL YEAR 1 COST	\$ _____
TOTAL YEAR 2 COST	\$ _____
TOTAL YEAR 3 COST	\$ _____
TOTAL YEAR 4 COST	\$ _____
TOTAL YEAR 5 COST	\$ _____
TOTAL FIVE YEARS COST	\$ _____

NOTES:

¹Site selection shall be by the County's Representative, with confirmation by the Contractor. Should the initial location be unacceptable, the Contractor shall propose a more suitable location nearby.

Site investigation shall include evaluation for meter installation acceptability.

²Meter installation shall include cleaning (by others), installation, sewer condition assessment, record of the installation and sewer condition assessment, and flow monitor calibration. The price category shall also include re-installation of the meter if so directed by the County's representative.

³Monitor-Day shall be the actual days of data gathering, deducting the time the meter is inoperable, loses calibration or is removed, until it is recalibrated or re-installed. Data collection and meter maintenance shall include downloading data on a weekly basis, checking the monitor installation for damage or inoperability, meter recalibration and taking necessary steps to minimize down time.

SECTION 4 EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Evaluation Criteria	Weight
Project Plan/Approach to Work	25%
Qualifications of Key Personnel	15%
Relevant Project Experience/ Past performance	15%
Financial Responsibility	5%
Availability of Key Personnel	5%
Local Preference	10%
Service Disabled Veterans Preference	5%
Disclosure Form and Questionnaire	5%
Cost Proposal	10%
TOTAL POINTS	100%

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

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

Form A: Certification Regarding Debarment

Form B: Non-Collusion Affidavit of Bidder/Offeror

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Georgia Security and Immigration Contractor Affidavit/Agreement

Form F: Georgia Security and Immigration Subcontractor Affidavit

Form G: Professional License

Form H: Local Preference Affidavit of Bidder/Offeror

Form I: Service Disabled Veteran Preference Affidavit of Bidder/Offeror

5.2 PROPOSAL FORMS DESCRIPTION

Certification Regarding Debarment

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

Non-Collusion Affidavit of Bidder/Offeror

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

Certificate of Acceptance of Request for Proposal Requirements

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

Disclosure Form and Questionnaire

The offerors and their joint venture partners or team members and first-tier subcontractors, shall complete and submit **Form D**, which requests disclosure of business and litigation.

Georgia Security and Immigration Contractor Affidavit and Agreement

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

Georgia Security and Immigration Subcontractor Affidavit

Proposer shall ensure that any subcontractor(s) that will be utilized for this project shall complete and submit **Form F**, Subcontractor Affidavit.

Professional License

Proposer and any subcontractor(s) performing work required by state law to be licensed must provide a copy of their license for the work they will perform on this project. **Form G**

Local Preference Affidavit of Bidder/Offer

Proposer shall complete and submit **Form H**, which certifies that the Proposer is eligible to receive local preference points.

Service Disabled Veteran Preference Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form I**, which certifies that the Proposer is certified as Service Disabled Veteran Business Enterprise (“SVDBE”) by the County’s Office of Contract Compliance.

FORM A: CERTIFICATION REGARDING DEBARMENT

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

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out on the following page:

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

DEBARMENT ORDINANCE

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

(a) ***Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

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

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county 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 a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
 - ii. Knowing misrepresentation to the county, of the use which a majority owned 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 subcontractor or a joint venture partner, in performing work under contract with the County.

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

SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

form b: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 20__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

FORM C: CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS

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

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

Form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

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

LITIGATION DISCLOSURE:

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

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

**FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR
AFFIDAVIT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit.

STATE OF GEORGIA

COUNTY OF FULTON

FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

Instructions:

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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

FORM G: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-358(f), the Bidder/Offeror _____ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-358(f), in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME) (Affix corporate seal here, if a corporation)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____

County: _____

Commission Expires: _____

STATE OF GEORGIA

COUNTY OF FULTON

FORM I: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-361, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more individuals who are at least thirty percent (30%) disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs, and that the businesses is located within the geographic boundaries of Fulton County.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-361(e), in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

_____ (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____

County: _____

Commission Expires: _____

SECTION 6
CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and 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 the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm’s work force. If the EEOR indicates that the firm’s demographic composition indicates underutilization of employee’s of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

6.2 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

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

The EBO Plan **must** identify and include:

-
1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
 2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *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 all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (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 it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.3 DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a “Good Faith Effort” in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor’s outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County’s bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

6.4 REQUIRED FORMS AND EBO PLAN

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

-
- Exhibit A – Promise of Non-Discrimination
 - Exhibit B – Employment Report
 - Exhibit C – Schedule of Intended Subcontractor Utilization
 - Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
 - Exhibit E – Declaration Regarding Subcontractors Practices
 - Exhibit F – Joint Venture Disclosure Affidavit
 - Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
 - Exhibit H – First Source Jobs Program Information, Form 2

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

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 3

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

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

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

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

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

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

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																		
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS																		
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS																		
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL																		

FIRMS'S NAME _____

ADDRESS _____

TELEPHONE _____

This completed form is for (Check only one):

_____ Bidder/Proposer

_____ Subcontractor

Submitted by: _____

_____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

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

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

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-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 VALUE: _____ %

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

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

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors 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)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

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

(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

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

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

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

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

1. Firms:

1) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (if applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

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

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

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

firm or the joint venture: _____

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

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

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

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

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

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

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

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

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

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

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	Ending Date
TOTALS						

Executed By: _____ _____
(Signature) *(Printed Name)*

Notary: _____ Date: _____
 My Commission Expires: _____

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

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FULTON COUNTY

First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

Insurance and Risk Management Provisions Operation, Maintenance and Engineering Services

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremens and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

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

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

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations) General Aggregate	Each Occurrence	\$1,000,000
		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
Combined Single Limits Each Occurrence \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).
4. **UMBRELLA LIABILITY**
(In excess of above noted coverages) Each Occurrence \$1,000,000
5. **PROFESSIONAL LIABILITY** Per Claim/Aggregate \$2,000,000/\$2,000,000
(To be provided when the Contract includes specified Professional Services, and will be written with all Environmental/Pollution exclusions deleted).
Extended Reporting Period 3-5 Years

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

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

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

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

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

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

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

Important:

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

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

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

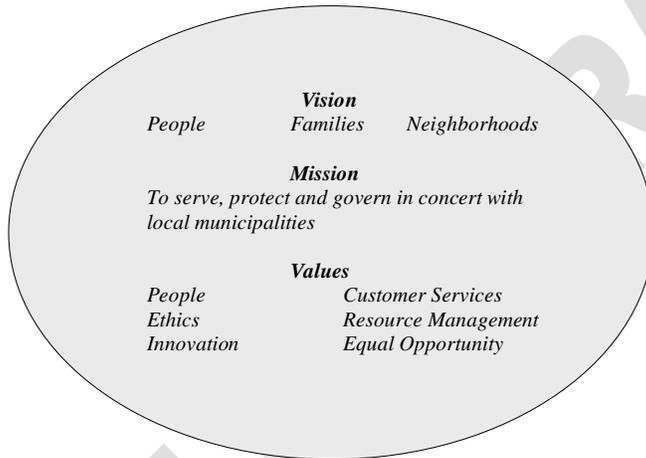
DATE: _____

**SECTION 8
PROFESSIONAL SERVICES SAMPLE CONTRACT**

SAMPLE CONTRACT



FULTON COUNTY



CONTRACT DOCUMENTS FOR

PROJECT NUMBER

**OPERATION AND MAINTENANCE OF FULTON
WASTEWATER FLOW MONITORING EQUIPMENT**

For

DEPARTMENT OF WATER RESOURCES

a. *Index of Articles*

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 8. SCHEDULE OF WORK
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
- ARTICLE 12. SUSPENSION OF WORK
- ARTICLE 13. DISPUTES
- ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE
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- ARTICLE 22. INDEMNIFICATION
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- ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
- ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 26. INSURANCE
- ARTICLE 27. PROHIBITED INTEREST
- ARTICLE 28. SUBCONTRACTING
- ARTICLE 29. ASSIGNABILITY
- ARTICLE 30. ANTI-KICKBACK CLAUSE
- ARTICLE 31. AUDITS AND INSPECTORS
- ARTICLE 32. ACCOUNTING SYSTEM
- ARTICLE 33. VERBAL AGREEMENT
- ARTICLE 34. NOTICES
- ARTICLE 35. JURISDICTION
- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT
- ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 40. INVOICING AND PAYMENT
- ARTICLE 41. TAXES
- ARTICLE 42. PERMITS, LICENSES AND BONDS
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Exhibits

- EXHIBIT A: GENERAL CONDITIONS
- EXHIBIT B: SPECIAL CONDITIONS
- EXHIBIT C: SCOPE OF WORK
- EXHIBIT D: PROJECT DELIVERABLES
- EXHIBIT E: COMPENSATION
- EXHIBIT F: PURCHASING FORMS
- EXHIBIT G: CONTRACT COMPLIANCE FORMS
- EXHIBIT H: INSURANCE AND RISK MANAGEMENT FORMS

APPENDICES

- APPENDIX 1: POLICY 800-6, PROCEDURES FOR HANDLING CHANGE ORDERS

CONTRACT AGREEMENT

Consultant: **[Insert Consultant Name]**
Contract No.: **[Insert Project Number and Title]**
Address: **[Insert Consultant Address]**
City, State
Telephone: **[Insert Consultant telephone #]**
Email: **[Insert Consultant Email]**
Contact: **[Insert Consultant Contact Name]**
[Insert Consultant Contact Title]

This Agreement made and entered into effective the _____ day of _____, 20____ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **[Insert Consultant Company Name]**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its **[Insert User Department Name]** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform **[Insert project description/services to be provided]**, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work

- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms
- XI. Appendix 1: Policy 800-6, Procedure for Handling Change Orders

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **[Insert Board of Commissioners approval date and item number]**.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to perform **[Insert project description]**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, specified in Appendix 1.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM

[Insert contract term and any renewal options] Make sure the contract term matches the contract term in the solicitation document exactly.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed ***[Insert amount approved by BOC]***, which is full payment for a complete scope of work/services.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with

- respect to suspended services, other than to the extent required in the notice;
and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Water Resources Department. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the **Water Resources Department** designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant

under this Agreement to the County as stated in Exhibit D, "Project Deliverables".

- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct

supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. **INDEMNIFICATION**

Consultant hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, sub-consultants, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Consultant, its directors, officers, employees, sub-consultants, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

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

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

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the Water Resources Department.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as

public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or

subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as

approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Anthony Kelly Waste Water Operations Compliance Supervisor
130 Peachtree Street
Atlanta, Georgia 30303
Telephone: 404-612-5512
Email: anthony.kelly@fultoncountyga.gov
Attention: Anthony Kelly

With a copy to:

Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: james.jones@fultoncountyga.gov
Attention: James A. Jones

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]

[Insert Consultant Address]

Telephone:

Email:

Attention: **[Insert Consultant Representative for project]**

ARTICLE 35. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

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

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Consultant by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest,

payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Consultant shall submit all invoices in original and one (1) copy to:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Email:

Attention: **[Insert User Department Representative for project]**

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

Optional: [A narrative of one (1) page only, listing the scope of work/ services billed for shall accompany each invoice.]

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. WAGE CLAUSE

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

[Insert Consultant COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

[Insert Name & Title of person authorized to sign contract]

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name]
[Insert Department Head Title]

ADDENDA

Instructions for Users: Acknowledgement(s) of any addenda should be inserted behind this cover sheet.

ADDENDA

EXHIBIT A

GENERAL CONDITIONS

EXHIBIT B

SPECIAL CONDITIONS

EXHIBIT C

SCOPE OF WORK

EXHIBIT D

PROJECT DELIVERABLES

Instructions for Users: Insert any Project Deliverables to be provided by the Consultant behind this cover sheet.

EXHIBIT E

COMPENSATION

Instructions for Users: Insert the detailed Compensation to Consultant (payment to consultant providing service) behind this cover sheet.

EXHIBIT F

OFFICE OF CONTRACT COMPLIANCE FORMS

Instructions for Users: Insert the Contract Compliance forms submitted by the Consultant. Please contact Contract Compliance to insure you have the correct forms. Insert forms behind this cover sheet.

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

Instructions for Users: Insert the following information behind this cover sheet.

1. Insurance and Risk Management Provisions from Solicitation Document

The following information should be inserted after you have received submittals from the Consultant:

2. Certificate of Insurance
3. Payment Bonds (if applicable)
4. Performance Bonds (if applicable)

SECTION 9 EXHIBITS

- **Exhibit 1 Proposal Submittal Checklist**
- **Exhibit 2 Additional Cost Proposal Forms**
- **Exhibit 3 Fulton County Flow Monitor Site Locations**

EXHIBIT 1

Required Proposal Submittal Check List for Request to Proposal (RFP)

The following submittals shall be completed and submitted with each proposal (see table below "Required Proposal Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original proposal and five (5) CD's as required in Section 3.1.2 of the RFP.

Item #	Required Proposal Submittal Check List	Check (√)
1	One (1) Proposal marked " Original ", five (5) CD's	
2	*Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>	
3	*Form F: Georgia Security and Immigration Subcontractor Affidavit (s)	
4	Technical Proposal	
5	Cost Proposal (submitted in a separate sealed envelope)	
6	Financial Information (submitted in a separate sealed envelope)	
7	Acknowledgement of each Addendum	
8	Executive Summary Technical Approach/Detailed Work Plan Project Team Qualifications/Qualifications of Key Personnel Relevant Project Experience Proposer Financial Information Availability of Key Personnel Local Preference Disclosure Form and Questionnaire	
9	Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offer or Form C: Certificate of Acceptance of Request Proposal requirements Form D: Disclosure Form & Questionnaire Form G: Professional License Form H: Local Preference Affidavit of Bidder/Offeror Form I: Service Disabled Veteran Preference Affidavit	
10	Office of Contract Compliance Requirements (separate envelope) Exhibit A: Promise of Non-Discrimination Exhibit B: Employment Record Exhibit C: Schedule of Intended Subcontractor Utilization Exhibit D: Letter of Intent to Perform as Subcontractor Exhibit E: Declaration Regarding Subcontractor Practices	

	Exhibit F: Joint Venture Disclosure Affidavit Exhibit G: Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan) Exhibit H – First Source Jobs Program Information Form 1 Exhibit H – First Source Jobs Program Agreement Form 2	
	Evidence of Insurability, proposer must submit one (1) of the following: Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project	
	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each	
	Verify Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (If applicable)	
	Verify Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable)	

Cost Proposal Forms

The Proposer is required to complete **all** of the Cost Proposal Forms provided.

The following Proposal forms for Sewer System Evaluation flow monitoring and Proposal forms for maintenance, data gathering and analysis of the permanent flow monitors and rain gauges are attached for perusal. These forms shall be filled out showing unit prices and extended totals as indicated.

The unit prices shall be a fair representation of the cost for each item of scope (i.e., not be unbalanced) and, in the aggregate, shall include all aspects of the overall scope, including materials, equipment and labor for monitoring the flow in the sewers within the accuracy stated and with due regard to safety of employees, County staff and the public.

Quantities shown on the Proposal forms indicate a reasonable magnitude of the work. However, actual quantities could be higher or lower without a change in the unit costs.

The Price Proposal shall be provided in a separate sealed envelope in accordance with terms and conditions stated herein. The Price Proposal shall include current information and shall be arranged and include content as described on the following pages:

YEAR 1

- I. Preventive Maintenance and Repair of Existing Network: \$ _____ per monitor per month including any and all required parts and data processing
- II. Web-based alarming and reporting for monitoring sites: \$ _____ per monitor per month including all instrumentation and site configuration
- III. 4 Additional Permanent Monitors: \$ _____ ea.
 (a). 2 Additional Permanent Rain Gauges: \$ _____ ea.
 (Including equipment purchase, installation, and site confirmation; then to be added to Preventive Maintenance and Repair services upon acceptance by the County)
- IV. Sewer System Evaluation (To be directed by the County as required):

Item	Units	Estimated Quantities	Unit Price	Total Cost
SSE				
Temporary Flow Monitoring Equipment and Personnel Mobilization	Lump Sum	1		
Temporary Flow Monitoring Site Selection and Investigation ¹	Each	10		
Temporary Flow Monitor Installation ²	Each	10		
Temporary Flow Monitoring Data Collection/Meter Maintenance ³	Monitor-Day	900		
Temporary Flow Monitoring Reporting	Lump Sum	1		
Inspect Manholes	Each	120		
Smoke Testing	Feet	20000		
Dyed Water Flooding	Sites	12		
Flow Isolation	Manholes	60		
TV Inspection	Feet	5000		
			Total Item IV	\$ _____

YEAR 1 SUMMARY	
I. Preventive Maintenance and Repair of Existing Network:	\$ _____
II. Web-based alarming and reporting for monitoring sites	\$ _____
III. Four (4) Additional Permanent Flow Monitors	\$ _____
a. Two (2) Additional Permanent Rain Gauges	\$ _____
IV. System Evaluation (To be directed by the County as required):	\$ _____
TOTAL I through IV	\$ _____

Year 1 unit cost for flow monitor “lease with option to buy” (Includes all services associated with permanent monitoring site, and installation cost shall be consistent with that for “Temporary Flow Monitor Installation” above). \$ _____ ea.

YEAR 2

- I. Preventive Maintenance and Repair of Existing Network: \$ _____ per monitor per month including any and all required parts and data processing
- II. Web-based alarm notification for monitoring sites: \$ _____ per monitor per month including all instrumentation and site configuration
- III. 4 Additional Permanent Monitors: \$ _____ ea.
 (a). 2 Additional Permanent Rain Gauges: \$ _____ ea.
 (Including equipment purchase, installation, and site confirmation; then to be added to Preventive Maintenance and Repair services upon acceptance by the County)
- IV. Sewer System Evaluation (To be directed by the County as required):

Item	Units	Estimated Quantities	Unit Price	Total Cost
SSSES				
Temporary Flow Monitoring Equipment and Personnel Mobilization	Lump Sum	1		
Temporary Flow Monitoring Site Selection and Investigation ¹	Each	10		
Temporary Flow Monitor Installation ²	Each	10		
Temporary Flow Monitoring Data Collection/Meter Maintenance ³	Monitor-Day	900		
Temporary Flow Monitoring Reporting	Lump Sum	1		
Inspect Manholes	Each	120		
Smoke Testing	Feet	20000		
Dyed Water Flooding	Sites	12		
Flow Isolation	Manholes	60		
TV Inspection	Feet	5000		
			Total Item IV	\$

YEAR 2 SUMMARY	
I. Preventive Maintenance and Repair of Existing Network:	\$ _____
II. Web-based alarming and reporting for monitoring sites	\$ _____
III. Four (4) Additional Permanent Flow Monitors	\$ _____
a. Two (2) Additional Permanent Rain Gauges	\$ _____
IV. System Evaluation (To be directed by the County as required):	\$ _____
TOTAL I through IV	\$ _____

Year 2 unit cost for flow monitor “lease with option to buy” (Includes all services associated with permanent monitoring site, and installation cost shall be consistent with that for “Temporary Flow Monitor Installation” above). \$ _____ ea.

YEAR 3

- I. Preventive Maintenance and Repair of Existing Network: \$ _____ per monitor per month including any and all required parts and data processing
- II. Web-based alarm notification for monitoring sites: \$ _____ per monitor per month including all instrumentation and site configuration
- III. 4 Additional Permanent Monitors: \$ _____ ea.
 (a). 2 Additional Permanent Rain Gauges: \$ _____ ea.
 (Including equipment purchase, installation, and site confirmation; then to be added to Preventive Maintenance and Repair services upon acceptance by the County)
- IV. Sewer System Evaluation (To be directed by the County as required):

Item	Units	Estimated Quantities	Unit Price	Total Cost
SSE				
Temporary Flow Monitoring Equipment and Personnel Mobilization	Lump Sum	1		
Temporary Flow Monitoring Site Selection and Investigation ¹	Each	10		
Temporary Flow Monitor Installation ²	Each	10		
Temporary Flow Monitoring Data Collection/Meter Maintenance ³	Monitor-Day	900		
Temporary Flow Monitoring Reporting	Lump Sum	1		
Inspect Manholes	Each	120		
Smoke Testing	Feet	20000		
Dyed Water Flooding	Sites	12		
Flow Isolation	Manholes	60		
TV Inspection	Feet	5000		
			Total Item IV	\$

YEAR 3 SUMMARY	
I. Preventive Maintenance and Repair of Existing Network:	\$ _____
II. Web-based alarming and reporting for monitoring sites	\$ _____
III. Four (4) Additional Permanent Flow Monitors	\$ _____
a. Two (2) Additional Permanent Rain Gauges	\$ _____
IV. System Evaluation (To be directed by the County as required):	\$ _____
TOTAL I through IV	\$ _____

Year 3 unit cost for flow monitor “lease with option to buy” (Includes all services associated with permanent monitoring site, and installation cost shall be consistent with that for “Temporary Flow Monitor Installation” above). \$ _____ ea.

YEAR 4

- I. Preventive Maintenance and Repair of Existing Network: \$ _____ per monitor per month including any and all required parts and data processing
- II. Web-based alarm notification for monitoring sites: \$ _____ per monitor per month including all instrumentation and site configuration
- III. 4 Additional Permanent Monitors: \$ _____ ea.
 - (a). 2 Additional Permanent Rain Gauges: \$ _____ ea. (Including equipment purchase, installation, and site confirmation; then to be added to Preventive Maintenance and Repair services upon acceptance by the County)
- IV. Sewer System Evaluation (To be directed by the County as required):

Item	Units	Estimated Quantities	Unit Price	Total Cost
SSE				
Temporary Flow Monitoring Equipment and Personnel Mobilization	Lump Sum	1		
Temporary Flow Monitoring Site Selection and Investigation ¹	Each	10		
Temporary Flow Monitor Installation ²	Each	10		
Temporary Flow Monitoring Data Collection/Meter Maintenance ³	Monitor-Day	900		
Temporary Flow Monitoring Reporting	Lump Sum	1		
Inspect Manholes	Each	120		
Smoke Testing	Feet	20000		
Dyed Water Flooding	Sites	12		
Flow Isolation	Manholes	60		
TV Inspection	Feet	5000		
			Total Item IV	\$

YEAR 4 SUMMARY	
I. Preventive Maintenance and Repair of Existing Network:	\$ _____
II. Web-based alarming and reporting for monitoring sites	\$ _____
III. Four (4) Additional Permanent Flow Monitors	\$ _____
a. Two (2) Additional Permanent Rain Gauges	\$ _____
IV. System Evaluation (To be directed by the County as required):	\$ _____

TOTAL I through IV	\$ _____
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Year 4 unit cost for flow monitor “lease with option to buy” (Includes all services associated with permanent monitoring site, and installation cost shall be consistent with that for “Temporary Flow Monitor Installation” above). \$ _____ ea.

YEAR 5

- I. Preventive Maintenance and Repair of Existing Network: \$ _____ per monitor per month including any and all required parts and data processing
- II. Web-based alarm notification for monitoring sites: \$ _____ per monitor per month including all instrumentation and site configuration
- III. 4 Additional Permanent Monitors: \$ _____ ea.
 - (a). 2 Additional Permanent Rain Gauges: \$ _____ ea. (Including equipment purchase, installation, and site confirmation; then to be added to Preventive Maintenance and Repair services upon acceptance by the County)
- IV. Sewer System Evaluation (To be directed by the County as required):

Item	Units	Estimated Quantities	Unit Price	Total Cost
SSE				
Temporary Flow Monitoring Equipment and Personnel Mobilization	Lump Sum	1		
Temporary Flow Monitoring Site Selection and Investigation ¹	Each	10		
Temporary Flow Monitor Installation ²	Each	10		
Temporary Flow Monitoring Data Collection/Meter Maintenance ³	Monitor-Day	900		
Temporary Flow Monitoring Reporting	Lump Sum	1		
Inspect Manholes	Each	120		
Smoke Testing	Feet	20000		
Dyed Water Flooding	Sites	12		
Flow Isolation	Manholes	60		
TV Inspection	Feet	5000		
			Total Item IV	\$ _____

YEAR 5 SUMMARY	
I. Preventive Maintenance and Repair of Existing Network:	\$ _____
II. Web-based alarming and reporting for monitoring sites	\$ _____
III. Four (4) Additional Permanent Flow Monitors	\$ _____
a. Two (2) Additional Permanent Rain Gauges	\$ _____

IV. System Evaluation (To be directed by the County as required):	\$ _____
TOTAL I through IV	\$ _____

Year 5 unit cost for flow monitor “lease with option to buy” (Includes all services associated with permanent monitoring site, and installation cost shall be consistent with that for “Temporary Flow Monitor Installation” above). \$ _____ ea.

COST PROPOSAL SUMMARY

TOTAL YEAR 1 COST	\$ _____
TOTAL YEAR 2 COST	\$ _____
TOTAL YEAR 3 COST	\$ _____
TOTAL YEAR 4 COST	\$ _____
TOTAL YEAR 5 COST	\$ _____
TOTAL FIVE YEARS COST	\$ _____

NOTES:

¹Site selection shall be by the County's Representative, with confirmation by the Contractor. Should the initial location be unacceptable, the Contractor shall propose a more suitable location nearby.

Site investigation shall include evaluation for meter installation acceptability.

²Meter installation shall include cleaning (by others), installation, sewer condition assessment, record of the installation and sewer condition assessment, and flow monitor calibration. The price category shall also include re-installation of the meter if so directed by the County's representative.

³Monitor-Day shall be the actual days of data gathering, deducting the time the meter is inoperable, loses calibration or is removed, until it is recalibrated or re-installed. Data collection and meter maintenance shall include downloading data on a weekly basis, checking the monitor installation for damage or inoperability, meter recalibration and taking necessary steps to minimize down time.

EXHIBIT 3

Fulton County Flow Monitor Site Locations List (* Denotes Billing Site)

Site	Monitor ID	Monitor Type	Comm. Type	Service Area	Address/Location
1	ADPS	4000	TCP/IP	SF	7365 Old National Hwy
2	BC01	4000	Modem	NF	1030 Marietta Highway
3	BC01A	4000	TCP/IP	NF	4498 Quarterhorse Dr, Roswell, GA
4	BC02	Triton	TCP/IP	NF	Easement Behind 440 Bircham Way South
5	BC03	Triton	TCP/IP	NF	270 Tynbrae Plase
6	BC05	Triton	TCP/IP	NF	240 Sandy Marsh Trail
7	BC08	4000	Modem	NF	Intersection of Willeo and Tullmore Road
8	BC09	Triton	TCP/IP	NF	185 Cedar Trace, NW corner of backyard
9	BC10	Triton	TCP/IP	NF	Easement across from 375 Pine Grove Road
10	BC11	Flow Shark	TCP/IP	NF	245 Azalea Dr
11	BC12	4000	Modem	NF	Riverside Drive and Roswell Road
12	BC13	4000	Modem	NF	105 Dobbs Drive on nature trail
13	BC14	Triton	TCP/IP	NF	Easement across from 321 Charles Place
14	BC15	4000	TCP/IP	NF	295 Alpine in back easement
15	BC16	4000	Modem	NF	240 Park Bridge Lane
16	BC17	Triton	TCP/IP	NF	335 Alpine Drive
17	BC18	Flow Shark	TCP/IP	NF	52 Oxbo Rd
18	BC19	4000	Modem	NF	630 Grimes Bridge Landings Drive
19	BC19A	Triton	TCP/IP	NF	800 Warsaw Road (Roswell Creek Apts.)
20	BC20	4000	Modem	NF	Across street from 1355 Old Roswell Road at creek
21	BC21	4000	Modem	NF	11345 Alpharetta Highway
22	BC22	Triton	TCP/IP	NF	Behind 1205 Arbor Creek Drive
23	BC23	4000	TCP/IP	NF	860 Upper Hembree Road
24	BC24	4000	Modem	NF	260 Barrow Downs
25	BC26	Triton	TCP/IP	NF	605 Rucker Rd
26	BC27	Triton	TCP/IP	NF	1215 Rucker Road
27	BC28	4000	Modem	NF	3000 Broadwell Road in cow pasture
28	BC30	Triton	TCP/IP	NF	Near intersection of Haynes Bridge and Mansell Roads
29	BC32	4000	Modem	NF	112 Wooten Road at Mountain Stone Company
30	BC33	Triton	TCP/IP	NF	Behind AMC14 Theater Northpoint Pkwy
31	BC34	4000	Modem	NF	10570 Turner Road
32	BC36	4000	Modem	NF	Creek across Eastside Drive at N Fulton mall entrance
33	BC37	4000	Modem	NF	2795 Rock Mill Road
34	BC38	4000	Modem	NF	1000 feet west of 10770 Blake Road
35	BC39	Triton	TCP/IP	NF	Behind 3460 Waters Glen Way
36	BC40	Triton	TCP/IP	NF	Waters Road
37	BC41	4000	Modem	NF	10600 Tuxford Drive
38	BC44	4000	Manual	NF	3150 Kimball Bridge Road
39	BC45	4000	Modem	NF	South of State Bridge Road, west on Eastside Drive
40	BC46	Triton	TCP/IP	NF	South-side of Old Milton Pkwy near North Point Pkwy
41	BC47	Triton	TCP/IP	NF	4107 Big Creek Overlook
42	BC48	4000	Modem	NF	Woods at intersection Webb Bridge & Big Creek Bridge
43	BC49	4000	TCP/IP	NF	3000 Marcini Drive
44	BC50	4000	Modem	NF	Easement of Windward Sports Park

45	BC50A	4000	TCP/IP	NF	Entrance to Windward Sports Park
46	BC50B	4000	Modem	NF	North of bridge on Windward Parkway North of Golf Club Dr
47	BC51	4000	Modem	NF	330 Dashing Wave Lane
48	BC52	Flow Shark	TCP/IP	NF	3610 Schooner Ridge
49	BC52A	4000	Modem	NF	754 America's Cup Cove
50	BC53	4000	Modem	NF	Just north of 710 Riverside Drive
51	BC54	Flow Shark	TCP/IP	NF	Easement behind Martin Rd.
52	BC55	4000	Modem	NF	1205 Northshore Drive
53	BC56	Triton	TCP/IP	NF	Easement N of Martin Rd @ Little Pine Ct
54	BC57	Triton	TCP/IP	NF	Side Yard of 755 Springview Ct
55	BC58	4000	Modem	NF	Riverside Drive and Martin Road
56	BC59	Triton	TCP/IP	NF	2300 Spalding Dr.
57	*BC60	Triton	TCP/IP	NF	East on Dunwoody Club Dr.- 250 ft. from Windsong Trl.
58	BC61	4000	Modem	NF	1270 Riverside Drive
59	BC62	4000	TCP/IP	NF	Easement at Old Riverside & Eves Rd
60	BC65	4000	TCP/IP	NF	Easement behind 1285 Mission Hills Ct
61	BC66	4000	TCP/IP	NF	6603 Web Bridge Court
62	BC67	4000	Modem	NF	Behind 9735 Roberts Road
63	BC67_04550	Flow Alert	TCP/IP	NF	To be provided
64	BC68	4000	Modem	NF	8995 Roswell Road
65	BC69	4000	Modem	NF	Roberts Drive WWPS
66	*BC70	4000	Modem	NF	4300 McGinnis Ferry Road
67	BC70A	Triton	TCP/IP	NF	430 Old Holcomb Bridge Road
68	BC71	4000	Modem	NF	2300 Spalding Dr.
69	CC01	4000	TCP/IP	SF	Off Palmetto Hwy, north of creek
70	CC01A	4000	Modem	SF	5710 Vandiver Road, Approx. 600 Ft. west of the house
71	CC01B	4000	TCP/IP	SF	Behind 2936 Chilowee Ct
72	CC01C	4000	TCP/IP	SF	Junco Way @ edge of golf course
73	CC12	4000	Modem	SF	Butner Road and Meek Road
74	CC12B	4000	Modem	SF	From Wolf Creek I/I Project
75	*CC13	4000	Modem	SF	4786 Apache Trail (in woods)
76	*CC15	4000	Modem	SF	4390 Lakeridge Circle
77	CC17_02440	Flow Alert	TCP/IP	SF	To be provided
78	CC17A	4000	Modem	SF	4914 Brookwood Place, Atlanta GA 30349
79	CC17B	4000	Modem	SF	5015 Larkspur Lane, Atlanta GA 30349
80	*CC18	4000	Modem	SF	Old Fairburn Rd at intersection of Camp Creek PKWY
81	*CC18A	4000	TCP/IP	SF	3800 Camp Creek Parkway
82	*CC18B	4000	Modem	SF	3390 Park Place Apts
83	*CC19	4000	Modem	SF	3527 Jailette Rd. in the middle of RD next to horse pasture
84	*CC25	4000	Modem	SF	4365 Valley Brook Dr.
85	CC26_34490	Flow Alert	TCP/IP	SF	To be provided
86	CC26_35500	Flow Alert	TCP/IP	SF	To be provided
87	*CC27	4000	Modem	SF	Ridge Rd./Follow utility easement to creek, turn left
88	*CC29	4000	Modem	SF	South of Camp Creek Parkway, off I-285
89	*CC37	4000	Modem	SF	Fairway and Redwine
90	CCPS	4000	Manual	SF	2465 Flat Shoals Rd
91	CHAT3BP	4000	Modem	NF	100 Medlock Bridge Rd
92	CFL3	4000	Modem	SF	At the end of Sheriff Road
93	DC03	4000	Modem	SF	Between South Fulton Highway & Butner Road
94	DC04	4000	TCP/IP	SF	7615 Hall Rd

95	DC05	4000	Modem	SF	Northeast of 7500 Butner
96	DC06	4000	Modem	SF	Easement off end of Mary Erna Drive
97	*DKB01	4000	TCP/IP	NF	I-285 close to the Bridge
98	*DKB02	Flow Shark	TCP/IP	NF	1190 Kingston Drive
99	*DKB03	Flow Shark	TCP/IP	NF	South Johnson Ferry Road
100	*DKB04	4000	TCP/IP	NF	Brynwyck Road
101	*DKB07	Flow Shark	TCP/IP	NF	1155 Hammond Drive
102	*DKB08	4000	TCP/IP	NF	along waling trail, Central Parkway
103	*DKB09	4000	TCP/IP	NF	1265 Mount Vernon Blvd
104	*EP01	Flow Shark	TCP/IP	SF	South of 3598 Old Fairburn Rd
105	*EP02	Flow Shark	TCP/IP	SF	By creek area
106	*EP03	4000	TCP/IP	SF	Easement South of Camp Creek Pkwy near Welcome All Rd
107	*EP04	Triton	TCP/IP	SF	3800 Camp Creek Parkway
108	*FBN1	4000	Modem	SF	5900 Landrum Drive-Limit Sewer Manhole # 1
109	*FBN2	4000	Modem	SF	2005 Spence Road
110	*FBN3	4000	Modem	SF	6832 White Mill Road
111	*FBN4	4000	Modem	SF	Senoia Rd.& Landrum Rd.next to Parrot Funeral Home)
112	*FBN5	4000	Modem	SF	519 Peacanwood Circle, Fairburn Ga.
113	*F0R0	4000	Modem	NF	4380 McGinnis Ferry Rd
114	*F0R1	4000	Modem	NF	McGinnis Ferry Road/west of Ashwood-next to creek
115	*F0R2	4000	TCP/IP	NF	7500 McGinnis Ferry Road
116	*F0R3	4000	TCP/IP	NF	6630 McGinnis Ferry Road
117	*F0R4	4000	Modem	NF	3501 New Boyd Road
118	*F0R5	4000	Modem	NF	3354 Morris Rd, Alpharetta
119	*F0R6	4000	TCP/IP	NF	7118 Belcrest Drive, Duluth GA 30097
120	*FULCL1	4000	TCP/IP	SF	5317 Denny Street
121	*FULCL2	4000	TCP/IP	SF	5500 Orly Terrace
122	*GC01	4000	Modem	NF	6666 Powers Ferry Rd, Atlanta GA
123	*GC01A	4000	Modem	NF	6666 Powers Ferry Rd, Atlanta GA
124	*GC02	4000	Modem	NF	6667 Powers Ferry Rd, Atlanta GA
125	GDPS	4000	TCP/IP	SF	Graham Drive PS
126	JC01	4000	Modem	NF	1600 Brookside Drive
127	*JC04	Flow Shark	TCP/IP	NF	John's Creek WPC Plant at 8100 Riverbirch Drive
128	*JC07	4000	TCP/IP	NF	5381 Dunwoody Club Creek
129	JC08	4000	TCP/IP	NF	easement behind 70 Saddlevierun
130	*JC09	4000	TCP/IP	NF	Dunwoody Club Drive at Brandonshire Road
131	*JC09A	Flow Shark	TCP/IP	NF	8241 Nesbitt Ferry Road, Atlanta GA 30350
132	*JC09B	Flow Shark	TCP/IP	NF	8241 Nesbitt Ferry Road, Atlanta GA 30350
133	JC11	4000	Modem	NF	8501 Barnwell Road
134	JC11A	4000	TCP/IP	NF	on golf course next to Niblick Dr
135	JC11FA	Fow Alert	TCP/IP	NF	To be provided
136	JC14	4000	TCP/IP	NF	across street from 915 Yukon Dr
137	JC17	Flow Shark	TCP/IP	NF	Rivermont Pkwy at Yukon & Mt Rushmore
138	JC19	4000	Modem	NF	8501 Barnwell Road, east of JC11
139	JC2021	4000	TCP/IP	NF	Chattahooche River National Rec Area on Barnwell Rd
140	JC22	Flow Shark	TCP/IP	NF	Old Burlington St
141	JC25	4000	TCP/IP	NF	River Pines Golf Courst off Old Alabama Road
142	JC27	4000	Modem	NF	4750 Old Alabama Road
143	JC27A	4000	TCP/IP	NF	1714 Briston Trail, Alpharetta GA
144	JC28	4000	TCP/IP	NF	Behind 885 Mt Katahdin Trail

145	JC30	4000	TCP/IP	NF	Behind 330 Johns Landing Ct
146	JC31	4000	TCP/IP	NF	5825 Sandown Way
147	JC31A	4000	TCP/IP	NF	Easement on W side of Parsons Road North of Hampstead
148	JC34	4000	TCP/IP	NF	11005 Parsons Road
149	JC35	4000	TCP/IP	NF	5825 Abbots Road
150	JC40	4000	TCP/IP	NF	State Bridge Road
151	JC41	Flow Shark	TCP/IP	NF	7225 Bell Road
152	JC44	4000	TCP/IP	NF	7250 Bell Road
153	LC01	4000	TCP/IP	NF	ROW Bohannon Rd
154	*LI01	4000	Modem	NF	Chattahoochee River National Recreation Area
155	LI01_15895	Flow Alert	TCP/IP	NF	To be provided
155	*LI02	4000	Modem	NF	Chattahoochee River National Recreation Area
156	LI02_12070	Flow Alert	TCP/IP	NF	To be provided
156	LI02A	4000	TCP/IP	NF	Across Street from 5195 Powers Ferry Rd
157	*LI03	4000	Modem	NF	Chattahoochee River National Recreation Area
158	LI04	4000	TCP/IP	NF	Backyard of 55555 Lake Forest Dr
159	LI04_01120	Flow Alert	TCP/IP	NF	To be provided
160	LI05_06440	Flow Alert	TCP/IP	NF	To be provided
161	LR01	4000	TCP/IP	NF	Intersection of Spruce St and Mt Park Rd
162	LR02	4000	TCP/IP	NF	behind 715 Oak Haven Dr
163	LR04	Flow Shark	TCP/IP	NF	12345 King Circle
164	LR06	4000	TCP/IP	NF	right of way-Mountain Park Rd
165	*MA01M	4000	TCP/IP	NF	6500 Old Riverside Drive
166	*MA02	4000	TCP/IP	NF	6500 Old Riverside Drive
167	MA02_12030	Flow Alert	TCP/IP	NF	To be provided
168	*MA03	4000	Modem	NF	Near 6570 Old Riverside Drive
169	MA03AM	4000	TCP/IP	NF	6960 Riverside Dr
170	*MA04	4000	Modem	NF	140 Hidden Falls Lane
171	MA04_12450	Flow Alert	TCP/IP	NF	To be provided
172	MA05	4000	TCP/IP	NF	3700 Roswell Road Between #11&12 Raliegh Square
173	MA06	4000	TCP/IP	NF	Easement S of Bridge near 6800 Glenridge Dr
174	MA06_00470	Flow Alert	TCP/IP	NF	To be provided
175	MC01	4000	Modem	SF	Jonesboro Rd, 500' west of MCPS
176	MC01A	4000	Modem	SF	3040 Old Jonesboro Road
177	MC45	4000	TCP/IP	SF	Jonesboro Rd @ Old National Hwy
178	MC45_30470	Flow Alert	TCP/IP	SF	To be provided
179	MC45_30500	Flow Alert	TCP/IP	SF	To be provided
180	MC46	4000	TCP/IP	SF	Jonesboro Rd @ Old National Hwy
181	MC47	4000	Modem	SF	N. of Bethsaida Road, 500 yards in field
182	MC50	4000	TCP/IP	SF	340 Cadiz Court
183	MC51	4000	TCP/IP	SF	3230 Flatshoals Road
184	MC52	4000	Modem	SF	Royal South Parkway
185	MC53	4000	Modem	SF	6808 Kimberly Mills Road
186	MC53A	4000	TCP/IP	SF	Butterfield Lane
187	MC54	4000	Modem	SF	30 Peppermill Court
188	MC55	4000	Modem	SF	2838 Flatshoals Road
189	MC56	4000	Modem	SF	Across street from 2110 Flatshoals Road
190	MC57	4000	TCP/IP	SF	Burdett Rd @ Burdett Way
191	MC57_06440	Flow Alert	TCP/IP	SF	To be provided
192	MC57_08290	Flow Alert	TCP/IP	SF	To be provided

193	MC58	4000	Modem	SF	near 2204 Sheriff Road
194	MC59	4000	Modem	SF	2870 Old Bill Cook Rd
195	MC59_04390	Flow Alert	TCP/IP	SF	To be provided
195	MC60	4000	Modem	SF	2824 Jonesboro Road
196	MC61	4000	Modem	SF	Near intersection of Oakley Industrial Blvd and Graham Drive
197	*NC01	4000	Modem	NF	4432 Whitewater Creek Road
198	NC02	4000	Modem	NF	4600 Runnemeade Road
199	NC03	4000	Modem	NF	55 West Wieuca Drive
200	NC04	4000	Modem	NF	4535 Roswell Road at Meadowbrook
201	NC05	4000	Modem	NF	485 Old Creek Road
202	NC05A	4000	TCP/IP	NF	515 Old Creek Road
203	NC05B	4000	TCP/IP	NF	Dalmer Rd & and Meadowbrooke Dr
204	NC06	4000	TCP/IP	NF	E of easement near 4900 Peachtree Dunwoody Rd NE
205	NC06A	4000	TCP/IP	NF	E of easement near 4900 Peachtree Dunwoody Rd NE
206	NC07	4000	TCP/IP	NF	1070 Angelo Court
207	NC08	4000	TCP/IP	NF	easement east of 4954 Peachtree Dunwoody Rd
208	NC08_00530	Flow Alert	TCP/IP	NF	To be provided
209	NC08_00620	Flow Alert	TCP/IP	NF	To be provided
210	NC08A	4000	TCP/IP	NF	North of 4954 Peachtree Dunwoody Rd
211	NC10_06660	Flow Alert	TCP/IP	NF	To be provided
212	NC11	4000	TCP/IP	NF	5775 Lake Hearn Dr
213	NC13	4000	TCP/IP	NF	5901 Peachtree Dunwoody Dr
214	*PM01	Flow Shark	TCP/IP	SF	Ono Road Pump Station
215	*RR01	4000	Modem	NF	Palmetto
216	RR02	4000	TCP/IP	NF	Entrance to Cimarron Estate
217	RR03	4000	TCP/IP	NF	Blue Heron Golf Course off Morgan Falls Rd
218	*RRPS	4000	Modem	NF	466 Morgan Falls Rd.
219	RSPS	4000	TCP/IP	NF	Parking of St Andrews Church, Riverside Rd
220	RSPSA	Flow Shark	TCP/IP	NF	Riveria Rd off Riverside Dr
221	RSPSB	Flow Shark	TCP/IP	NF	Across street from River Landing Dr
222	UC01	4000	Modem	SF	5000 Industrial Blvd.
223	UC02	4000	Modem	SF	Near 5211 Phillip Lee
224	UC07_08060	Flow Alert	TCP/IP	SF	To be provided
225	UC07_08680	Flow Alert	TCP/IP	SF	To be provided
226	*UC09	4000	TCP/IP	SF	Distribution Drive South of MLK
227	UC10	4000	Modem	SF	End of Waterfront Drive
228	UC14	4000	Modem	SF	Intersection of Fulton Industrial Blvd. & Shirley Road
229	UC20	4000	TCP/IP	SF	Cascade Rd @ New Hope Rd
230	UC21	4000	Modem	SF	1900 Loch Lomond Trail
231	UC21_17160	Flow Alert	TCP/IP	SF	To be provided
232	UC22	4000	Modem	SF	855 Greenwood Lane
233	UC23	4000	Modem	SF	4325 Danforth Road
234	UC25	4000	Modem	SF	800 Selig Drive
235	UC30	4000	TCP/IP	SF	To be provided
236	UC31	4000	Modem	SF	North of Cascade Road, east of 285 North
237	UC32	4000	Modem	SF	South on Cascade Falls Drive
238	UC33	4000	TCP/IP	SF	South of Cascade Road, 600' in woods
239	*UN01	4000	Modem	SF	6750 Buffington Road-Site 4 (Union City, GA)
240	*UN02	4000	Modem	SF	6770 Buffington Road-Shannon Lake Apts.-Site 3
241	*UN03	4000	Modem	SF	7350 Peters Road-Site 2 (Union City, GA)

242	*UN04	4000	Modem	SF	7405 Gram Drive-West Point Pepperell-Site 1
243	*UN05	4000	Modem	SF	124 Shannon Chase-Site 5 (Union City, GA)
244	*UN06	4000	Modem	SF	124 Shannon Chase-Site 6 (Union City, GA)
245	*UN07	4000	Modem	SF	7000 Goodson Road, Union City, GA, Public Works-Site 7
246	*UN08	Triton	TCP/IP	SF	5887 Rock Road
247	UTTP_26080	Flow Alert	TCP/IP		To be provided
248	WC68	4000	Modem	SF	Campbellton Road, east of Chattahoochee
249	WW62	4000	Modem	SF	8025 Spence Drive
250	WW70	4000	Modem	SF	8025 Spence Drive

RAIN GAUGES

251	BCRG01	Rain Alert	Modem	NF	120 Marietta Hwy, Big Creek WRC facility
252	BCRG02	Rain Alert	Modem	NF	1250 Warsaw Road
253	BCRG03	Rain Alert	Modem	NF	270 Hembree Road
254	BCRG04	Rain Alert	Modem	NF	Preston Ridge Road, Alpharetta Water Tank
255	CCRG01	Rain Alert	Modem	SF	7520 Cochran Road, Camp Creek WRC
256	CCRG02	Rain Alert	Modem	SF	4035 Stonewall Tell Road
257	CCRG03	Rain Alert	Modem	SF	5890 Plummer Road, Fire Station #13
258	CCRG04	Rain Alert	Modem	SF	3949 Washington Road, Fire Station #5
259	FBNRG01	Rain Alert	Modem	SF	5900 Landrum Road, Union City GA
260	JCRG01	Rain Alert	Modem	NF	8100 Riverbirch Drive,
261	JCRG02	Rain Alert	Modem	NF	State Bridge Road, CHAT3 Pump Station
262	JCRG03	Rain Alert	Modem	NF	Jones Bridge Rd, Water Tank
263	JCRG04	Rain Alert	Modem	NF	6630 McGinnis Ferry Road
264	MARG01	Rain Alert	Modem	NF	Marsh Creek PS
265	MCRG01	Rain Alert	Modem	SF	Morning Creek PS

**SECTION 10
APPENDICES**

N/A

