



Fulton County, GA

# Department of Purchasing & Contract Compliance

May 3, 2012

Re: 12RFP83104K-JAJ  
Operation and Maintenance of Fulton Wastewater Flow  
Monitoring Equipment

Dear Proposers:

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

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

Sincerely,

*James A. Jones*

James A. Jones  
Assistant Purchasing Agent

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



**Operation and Maintenance of Fulton Wastewater Flow  
Monitoring Equipment  
Addendum No. 3  
Page Two**

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

**1. Question:** There are two different due dates in the RFP. The due date is shown as May 7 on the cover page and April 30 on page 3-16. Is the May 7 date correct? Please confirm.

**Answer:** This discrepancy was addressed in Addendum # 1.

**2. Question:** Section 3.3.1 states an uptime requirement of 95% for each billing meter and 90% uptime for each non-billing meter, but 3.3.1.1(7) states “system wide” uptime at those same percentages. Then 3.3.8, “ flow monitors must accurately record data a minimum of 90% of the time for each monitor and all monitors within a group must be accurately recording data at the same time for a minimum of 85% of the time.” Please clarify the requirements.

**Answer:** Replace the entire second paragraph on page 3-30, under the sub-heading of “MAINTENANCE AND DATA COLLECTION” on page 3-30 with the following:

“Flow monitors must accurately record data a minimum of ninety percent (90%) of the time for each individual monitor. Payment shall not be made for time that data is not recorded accurately for reasons within the Consultant’s control.”

**3. Question:** Section 3.3.8, page 3-30 for the RFP states that “if there is an overflow, the proposer will be required to pay any fine that might be imposed by the EPA or EPD under the First Amended Consent Decree. This is not limited to proposers’ fault or negligence.” Can this language be modified to limit the penalties to proposers’ negligence or material breach of contract which directly caused the overflow event and subsequent fine?

**Answer:** Replace the entire second paragraph on page 3-30, under the sub-heading of “MONITOR INSTALLATION” with the following:

“When sewer line depth of the flow at the upstream manhole section is above that required by industry standards for 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. In the event of an overflow, it shall be the responsibility of the Consultant to immediately notify the County’s representative, estimate the quantity of the spill and 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), should the spill be a direct result of the Consultant's negligence."**

**4. Question:** Section 5- Financial Information. As a subsidiary of a publicly traded entity, we cannot release audited financials for our division solely. However, all information related to the financial strength of its parent corporation is available. Please advise if this is acceptable.

**Answer:** Yes this is acceptable.

**5. Question:** Article 13- Disputes (page 8-97). We would like the opportunity to negotiate this provision by adding that any such decision by the County Manager does not preclude proposer from seeking legal remedies, including but not limited to filing suit in a court of competent jurisdiction to adjudicate the claims raised by the proposer and/or the County.

**Answer:** This should be included in the exceptions section of your proposal as discussed in the pre-proposal conference of April 16<sup>th</sup>.

**6. Question:** In section 3.8 regarding the Small Disabled Veterans Business Enterprise (SDVBE) Preference: is this credit given to only SDVBE firms that are the prime proposer or is the credit given if the SDVBE firm is a subcontractor to the prime proposer on the project?

**Answer:** This credit is given only to prime proposers.

**7. Question:** Traffic Sites: Can you estimate the percentage of sites that will need traffic control?

**Answer:** Location information is provided in Exhibit 3 of the RFP for proposers to reasonably ascertain potential traffic control requirements and accommodations for estimating purposes.

**8. Question:** Wireless sites: Can you estimate the percentage of sites that will need traffic control?

**Answer:** Currently, the wireless communication sites make up approximately 60% of the County's flow monitoring network site locations.

**9. Question:** Can you estimate the percentage of sites where the telephone lines are hardwired? Can you give the locations of these lines?

**Answer:** Currently the hardware communication sites make up approximately 40% of the County's flow monitoring network site locations. Hardwire communication site locations are those listed in Exhibit 3 of the RFP where "Modem" is indicated under the column heading of "Comm. (Communication) Type".

**10. Question:** Replacement meters: Does the replacement meter have to be the same model or can the consultant choose to use a similar or better meter?

**Answer:** See section 3.3.1 under the heading "**Comprehensive Preventive Maintenance Services**" second paragraph.

**11. Question:** Section 3.3.8 calls for a 95% data uptime on page 3-28 and 90% data uptime on page 3-30. Please clarify.

**Answer:** The 95% uptime requirement specifically refers to “during storm events” as indicated therein on page 3-28. The 90% uptime is required for the entire study period.

**12. Question:** Is the local preference given to the team with an office in Fulton County or does it apply to only the prime bidder having an office in Fulton County?

**Answer:** The local preference only applies to the prime bidder having an office in Fulton County.

**13. Question:** Are the SDVBE points given to a team that has a SDVBE on the team or are the preference points only given if the Prime Bidder is a SDVBE?

**Answer:** The SDVBE preference points are only given if the Prime Bidder is a SDVBE.

**14. Question:** Do you have a listing of SDVBES within Fulton County?

**Answer:** No businesses have expressed interest in being certified as a SDVBE, therefore there is no certified list of SDVBES available.

**15. Question:** Is the CCTV line item inclusive of light cleaning?

**Answer:** All cleaning requirements for the sewer system to facilitate contract services shall be the responsibility of the County.

ACKNOWLEDGEMENT OF ADDENDUM NO. 3

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **May 21, 2012, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 3, \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Legal Name of Bidder

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

\_\_\_\_\_  
Title