



Department of Purchasing & Contract Compliance

August 14, 2014

Re: #14RFP060782K-DJ, Operation and Maintenance Services for the Atlanta-Fulton County Water Treatment Facility

Dear Proposers:

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

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

Sincerely,

Donna Jenkins
Chief Assistant Purchasing Agent

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



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

Question 1: the Project Team Qualifications and the Firm's Experience is restrictive, can they be changed?

Response: Project Team Qualification and Firm Experience will not be changed.

Question 2: can the plant capacity requirement be reduced?

Response: Plant capacity requirement is reduced from 50mgd to 40 mgd.

Provide a minimum of 5 reference project of municipal surface water treatment plants, with treatment capacities of 40 mgd or greater. Only projects in the United States and North America will be considered to meet this requirement.

Section 2.27 General Requirements – The successful Offeror shall be responsible for submitting a Letter of Credit in an amount of 100% of annual contract amount during entire term of the contract agreement.

Section 2.2 Contract Definition, the following definitions are modified.

- **Lump Sum Price** – The lump sum amount of compensation Service Provider is entitled to during each year of the Initial Term and any renewal term of this Agreement, for providing the Services under this Agreement, subject to any adjustments or deductions allowed by this Agreement, as further defined in the Fee Schedule included in **Exhibit A**. Lump Sum Price includes all labor costs required to perform Corrective and Preventative Maintenance and does not include payment for any items included in the Maintenance Ceiling Account.
- **Maintenance Ceiling Account** – The total dollar budget requirement of Operator during a 12-month period for Preventative Maintenance and Corrective Maintenance exclusive of labor cost. Operator must repay to Owner at the end of each year all unexpended dollars in that year's Maintenance Ceiling Account. The amount of the Maintenance Ceiling Account for each year of the Initial Term of this Agreement is (***the amount will be determined during negotiations and included in the final contract***) plus an adjustment or reduction based upon the Adjustments provided for in this Agreement, beginning in year two of the Agreement.
- **Letter of Credit** – Service Provider shall be required to provide and maintain during the entire term of the Agreement an Irrevocable Letter in a form acceptable to AFCWRC in an amount of 100% Annual Contract Amount, inclusive of the Lump Sum Price plus Maintenance Ceiling Account as may be adjusted in accordance with the Agreement.

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 **September 22, 2014 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No.3
, _____ day of _____, 2014.

Legal Name of Bidder

Signature of Authorized Representative

Title