



**FULTON COUNTY**

**REQUEST FOR PROPOSAL  
16RFP071816K-DJ**

**Operation & Maintenance Services For  
Camp Creek Managed Assets**

**For**

**Department of Public Works**

**RFP ISSUANCE DATE: Thursday, July 28, 2016  
PRE-PROPOSAL CONFERENCE DATE: Monday, August 22, 2016  
RFP DUE DATE AND TIME: Monday, October 17, 2016 @ 11:00 A.M.  
PURCHASING CONTACT: Donna Jenkins, Contracts Administrator  
E-MAIL: [donna.jenkins@fultoncountyga.gov](mailto:donna.jenkins@fultoncountyga.gov)**

**LOCATION: FULTON COUNTY DEPARTMENT OF  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA 30303**

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## **SECTION 1 INTRODUCTION**

### **1.1 PROJECT DESCRIPTION**

Fulton County, Georgia (“County”) is soliciting proposals from qualified firms to provide complete operation and maintenance for Camp Creek Managed Assets for Fulton County facilities consisting of Water Reclamation Facilities (WRF) and Pumping Stations serving South Fulton County. Services will be twenty four (24) hours per day, seven (7) days per week, and fifty two (52) weeks per year.

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 for Camp Creek Managed Assets.

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 project to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

### **1.2 METHOD OF SOURCE SELECTION**

This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this Proposal is Code Section 102-375, Competitive Selection Procedures for Professional and Consultant Services and State of Georgia O.C.G.A. 36-60-15.1, Operation and Maintenance of Water Treatment Systems by Private Entities.

### **1.3 BACKGROUND**

The list below provides a summary of the Managed Assets. It is not intended to describe all the elements that comprise the Managed Assets.

1. Camp Creek Water Reclamation Facility  
7520 Cochran Road, College Park, GA 30349
2. Little Bear Water Reclamation Facility  
705 Rippling Brook Drive, Palmetto, GA 30268

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3. South Fulton Maintenance and Operations Center (SFMOC); Office and Warehouse facility  
7472 Cochran Road, College Park, GA 30349
  4. 18 Pump Stations – see list in Section 1.2.3

### **Managed Assets:**

#### **1.3.1 CAMP CREEK WRF**

The Camp Creek WRF is located at 7520 Cochran Road, College Park, GA 30349. The plant property covers approximately 63 acres. It is currently operated for Fulton County by American Water Enterprises.

The Camp Creek Plant treats wastewater from all the residential, commercial, and industrial users in the South Fulton County, Union City, Fairburn, Palmetto, East Point and portions of City of Atlanta.

The influent flows from the Camp Creek, Cochran Road and Deep Creek Pump Stations to the headworks of the plant. The Camp Creek Plant also receives and treats septage from customers located within the Fulton County service area. Septage is currently received at the receiving station and enters the Plant with the combined Plant influent.

After screening at headworks, wastewater flows to grit separators and then split to north and south primary clarifiers, aeration basins and secondary clarifiers. After secondary clarifiers, the combine flow from north and south plants enters the sand filters and UV channels for disinfection. Afterwards the post aeration effluent is discharged to the Chattahoochee River. The plant produces effluent quality to reuse standards and has permit to use it at plant site and for irrigation at SFMOC.

Waste sludge is pumped to three holding tanks and then dewatered by centrifuges. The dewatered sludge is hauled to a landfill for disposal.

#### **1.3.2 LITTLE BEAR WRF**

The Little Bear Water Reclamation Facility (WRF) is a package treatment plant located at 705 Rippling Brook Drive, Palmetto, Georgia. The facility serves the Wilkerson Mill Subdivision in South Fulton. The plant was originally constructed in 1977 and has an average daily design capacity of

100,000 gallons per day (GPD) and receives wastewater flows from the Little Bear Pumping station which is located on the plant grounds. Wastewater passes through a bar screen and flows into an aeration basin where it comes in contact with sludge from the re-aeration basin. The aeration basin mixed liquor flows to the final clarifiers and the final effluent is aerated and disinfected before being discharged to the Little Bear Creek. Settled sludge from the clarifiers is returned to the re-aeration and excess sludge and scum are wasted to the aerobic digester for additional treatment. The digested sludge is transported to the Camp Creek Plant for dewatering and disposal to a landfill.

### 1.3.3 SOUTH FULTON PUMP STATIONS

There are 18 existing South Fulton Pump Stations and 12 force main air relief valves. The locations of these pump stations are as follows:

1	Albania Drive Pump Station	7329 Albania Drive, College Park, GA 30349
2	Camp Creek Pump Station	7520 Cochran Road, College Park, GA 30349
3	Cater Creek Pump Station	1119 Sheriff Road, College Park, GA 30349
4	Cochran Road Pump Station	7536 Cochran Road, College Park, GA 30349
5	Deep Creek Pump Station	3350 Cascade Palmetto Highway, College Park, GA 30349
6	Graham Drive Pump Station	7345 Graham Drive, Union City, GA 30291
7	Great Southwest Pump Station	5685 Tulane Drive, Atlanta, GA 30336
8	Line Creek Pump Station	8357 Johnson Road, Palmetto, GA 30268
9	Little Bear Pump Station	705 Rippling Brook Drive, Palmetto, GA 30268
10	Morning Creek Pump Station	2550 Old Jonesboro Road, Fairburn, GA 30213
11	Stonewall Pump Station	5541 Stonewall Tell Road, College Park, GA 30349
12	Trickum Creek Pump Station	5930 Landrum Road, Fairburn, GA 30218
13	White Water Pump Station	8027 Spence Road, Fairburn, GA 30218
*14	Morris Rd Pump Station	6560 Old National Highway, College Park, GA 30349
*15	Ono Road Pump Station	7225 Ono Road, Palmetto, GA 30268
*16	Le Jardin Pump station	Matisse Lane, Fairburn, GA
*17	Ashbury Park Pump Station	6730 Johnson Road, Fairburn, GA
*18	Cedar Grove Pump Station	7798 Cedar Grove Rd, Fairburn, GA 30213

***\*Currently operated and maintained by Veolia Water. Will be included in the contract on July 5, 2020.***

**1.3.4** The Contractor shall be required to assume full responsibility for the safe and efficient operation and maintenance of the facilities in compliance with all applicable Federal and State Laws and County rules and regulations. Accordingly, the Contractor shall assume all responsibilities and liabilities associated with operating and maintaining the facilities, to ensure reliability of operations, and to maintain the value of the County's investment in facilities and equipment. The Contractor shall provide all labor, materials, supplies, chemicals, fuel, vehicles, services, administration, reporting, monitoring, and other necessary items or services.

**1.3.5** Copies of all facilities' National Pollutant Discharge Elimination System (NPDES) permits, 3 years plant data and one year Power Consumption data are included in CD Attached in Exhibit 13 – NPDES Permits, Storm Water Permits, Sewer Use Ordinance, Last 12 months energy consumptions, Minimum Equipment standards and CMOM Consent Order.

**1.3.6** Fulton County will retain responsibility for the operation and maintenance of the linear wastewater collection system

## **1.4 COUNTY OBJECTIVES**

The County seeks to accomplish certain operational and managerial objectives. Generally, the objective of this procurement is to provide the County with cost effective and reliable wastewater system operations and maintenance management services.

### **1.4.1 Operation Objectives**

The Contractor shall be required to provide reliable uninterrupted, economical operation of the managed assets to ensure the continuous operations of facilities and systems meeting all applicable Federal & State Laws and County Performance Standards pursuant to Exhibit 3 – Operation and Maintenance Standards.

Regulatory Requirements - The Contractor shall meet the following

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regulatory requirements and any subsequent modifications:

1. NPDES permit for each wastewater treatment facility.
2. Storm Water Permits and Pollution Prevention Plans for each facility.
3. Sludge Disposal Regulations (State and Federal).
4. Georgia EPD's policy of zero tolerance for Sanitary Sewer Overflows, (CMOM Consent Order EPD-WQ-5235 on CD).

Pump Stations - The Contractor shall operate and maintain the specified collection system pump stations so as to avoid hydraulic overloads which may cause discharges from the collection system.

#### **1.4.2 Maintenance Objectives**

The Contractor shall be required to maintain the plants, equipment and pump stations in a manner that preserves the managed assets and ensures the reliability and efficiency of the facilities and systems. All building, structures, property, and equipment shall be maintained in accordance with standards pursuant to Maintenance Requirements identified in Exhibit 3. Existing levels of redundancy must be maintained for each facility. The Contractor will undertake upgrading, repair and replacement projects as recommended by the Contractor and authorized by the County.

The Contractor shall implement INFOR 11.0 or the County approved version of upgrade computerized maintenance management system (CMMS) for the treatment plants, pump stations and the managed assets which at minimum provides:

1. Predictive, preventive and corrective maintenance scheduling and tracking.
2. Accounting system for all managed assets activities.
3. Identification of potential problem areas;
4. Information to support facility and operational planning;
5. Equipment performance monitoring; and
6. Status reports for management and contract compliance monitoring including equipment availability.
7. Track cost, life cycle and forecast repair v/s replacement.

#### **1.4.3 Planning Objectives**

Fulton County will maintain responsibility for long and short term planning. The Contractor shall be required to provide information to the County on a regular basis to support both long and short term planning in



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the areas noted below. The County retains sole discretion on whether to implement any recommendation made by the Contractor, as may be required below.

1. **Capital Improvements.** The Contractor shall be required to provide information and recommendation for capital improvements to increase operating efficiency, improve quality of service and extend the useful life of assets. The Contractor shall also be required to provide operating information to support updates and revisions to the County's planning efforts. Submission of recommendations for capital improvements must be made by July 1(one) for the subsequent calendar year, unless directed otherwise by the County.
2. **Maintenance.** The Contractor shall be required to provide information and make recommendations to support the development of a long-term maintenance plan for the wastewater treatment facilities and pump stations. This will include the identification of cost-effective maintenance projects over a long-term (greater than five years) time horizon, preventive maintenance program scheduling recommendations and cost estimates to support capital improvement financing plans. The Contractor shall submit a long-term maintenance plan within 1 year of Contract and on July 1 for subsequent years.
3. **Policy/Regulatory Issues.** The Contractor shall be required to evaluate proposed or actual regulatory changes from an operation standpoint to determine their effect on treatment plant operations and on the County's policies and procedures. Based upon operational experience, the Contractor shall be required to provide informational analysis to support the County efforts to establish or challenge the appropriateness of permit limitations.

#### **1.4.4 Training Objectives**

The Contractor shall be required to develop and implement a program for employee training to improve their operation and maintenance skills. Skills must be upgraded as necessary to allow employees to participate fully in the implementation of new technologies, cost containment programs and efficiency initiatives. The Contractors are required to include a discussion of their proposed training program, including implementation schedule as part of their submittal. The County desires that training courses which have been certified by the State Board of

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Examiners for recertification points be provided by the Contractor on a regular basis.

#### **1.4.5 Safety Objectives**

The Contractor shall be required to develop a safety and security plan within 30 days after the commencement date. Any and all persons entering the Managed Assets shall be identified and provide appropriate documentation of authorization for access to the Managed Assets. The Contractor shall be responsible for providing the appropriate procedures to maintain a log of all persons accessing the Managed Assets.

The Contractor shall address the following items:

1. Safety goals, standards, and guidelines;
2. Contractor's approach to securing the Plants and Pumping Stations; Safety training program; and Safety Procedures.

Safety: The Contractor shall maintain the safety of the Managed Assets at a level consistent with the Contract Standards. Without limiting the foregoing, the Contractor shall: (1) take all reasonable precautions for the safety of, and provide all reasonable protection to prevent damage, injury or loss by reason of or related to the operation of the Managed Assets to, (a) all employees working at the Managed Assets and all other persons who may be involved with the operation, maintenance, repair and replacement of the Managed Assets, (b) all visitors to the Managed Assets, (c) all materials and equipment under the care, custody or control of the Contractor on the Site, (d) other property constituting part of the Managed Assets, and (e) County Property; (2) establish and enforce all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations; (3) give all notices and comply with all Applicable Law relating to the safety of persons or property or their protection from damage, injury or loss; (4) designate a qualified and responsible employee at the Managed Assets whose duty shall be the supervision of plant safety, the prevention of fires and accidents and the coordination of such activities as shall be necessary with Federal, State and County officials; (5) operate all equipment in a manner consistent with the manufacturer's safety recommendations; (6) provide for safe and orderly vehicular movements; and (7) develop and carry out a Site-specific safety program, including employee training and periodic inspections, designed to

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implement the requirements of this Section.

OSHA: The Contractor shall maintain the Managed Assets in compliance with the Occupational Safety and Health Act as in effect on the Contract Date at the cost and expense of the Contractor.

Security: The Contractor shall be responsible for the security of the Managed Assets. The Contractor shall guard against and be responsible for damage or injury to such properties caused by trespass, negligence, vandalism, theft or malicious mischief of third parties, and shall provide for safe and orderly vehicular movement.

The Contractor shall give immediate notice of losses, take timely steps to mitigate extent of damages, i.e. preserve undamaged property, emergency measures; and present to Fulton County an estimated damage repair costs within 30 days.

#### **1.4.6 COMMUNITY RELATIONS**

**Internship Program:** Contractor may develop a Summer Internship Program for High school and College Graduates.

### **1.5 OBTAINING 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 **Monday, August 22, 2016 at 10:30 A.M.**, at the South Fulton Maintenance & Operation Center located at 7472 Cochran Road, College Park, Georgia 30349. 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.

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Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Rholanda Stanberry, Contract Compliance Administrator at (404) 612-6304 or email: [rholanda.stanberry@fultoncountyga.gov](mailto:rholanda.stanberry@fultoncountyga.gov).

## **1.8 FACILITIES TOUR**

A non-mandatory tour of the Water Reclamation Facilities and Pump Stations will be held beginning Monday, August 22, 2016 through Friday, August 26, 2016 between the hours of 10:00 A.M. - 4:00 P.M. All site visits will be scheduled through the Purchasing Department Contact identified in section 1.11 of this RFP.

## **1.9 PROPOSAL DUE DATE**

All proposals are due in the Department of Purchasing of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Monday, October 17, 2016 at 11:00 A.M.**, legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

## **1.10 DELIVERY REQUIREMENTS**

It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing 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.

## **1.11 CONTACT PERSON AND INQUIRIES**

Any questions or suggestions regarding this RFP shall be submitted in writing to the Purchasing Department contact person, Donna Jenkins, Contract Administrator via email [donna.jenkins@fultoncountyga.gov](mailto:donna.jenkins@fultoncountyga.gov). Any response made by the County shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

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## 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:

**Acceptable Septage** – means Septage that (1) does not contain grease trap material, and (2) has a pH not lower than 4 and not higher than 12 and meets all the requirements of the Sewer Use Ordinances.

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

**Adjustment Factor** – the service base fee will be subject to change only due to changes in the scope of services and escalation.

**Affiliate** - any person, corporation or other entity directly or indirectly controlling or controlled by another person, corporation or other entity or under direct or indirect common control with such person, corporation or other entity.

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

**Appendix** - any of the Appendices attached to this Request For Proposals (RFP).

**Applicant** – means any individual, firm, association, or corporation submitting a proposal to this RFP.

**Bankruptcy Code** - means the United States Bankruptcy Code (11 U.S.C. §101, *et seq.*), as amended from time to time and any successor statute thereto. "Bankruptcy Code" shall also include any similar State law relating to bankruptcy, insolvency, the rights and remedies of creditors, the appointment of receivers or the liquidation of companies and estates that are unable to pay their debts when due.

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"Billing Period" means each calendar month, except that (1) the first Billing Period shall begin on the Commencement Date and shall continue to the last day of the month in which the Commencement Date occurs and (2) the last Billing Period shall end on the last day of the Term of this Service Contract. Any computation made on the basis of a Billing Period shall be adjusted on a pro rata basis to take into account any Billing Period of less than the actual number of days in the month to which such Billing Period relates.

**Billing Period** - each calendar month, except that (1) the first Billing Period shall begin on the Commencement Date and shall continue to the last day of the month in which the Commencement Date occurs and (2) the last Billing Period shall end on the last day of the Term of this Service Contract. Any computation made on the basis of a Billing Period shall be adjusted on a pro rata basis to take into account any Billing Period of less than the actual number of days in the month to which such Billing Period relates.

**BOC** - The Board of Commissioners legislates and administers County government within the limits of its authority granted. Fulton County Government consists of six members of Board of Commissioners and a Chairman.

**Capital Modification** - any material change, alteration, improvement, upgrade or modification of any of the Managed Assets, or any installation of new equipment or systems including any of the foregoing that results from a replacement of any of the Managed Assets or the installation of new equipment, machinery, systems or other property at the Managed Assets.

**CERCLA** - the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq., and the applicable regulations promulgated thereunder, each as amended or superseded from time to time.

**Clean Water Act** - the Clean Water Act (formally referred to as the Federal Water Pollution Control Act), 33 U.S.C. §1251 et seq., and applicable regulations promulgated thereunder, each as amended from time to time.

**Commencement Date** - the first date on which all of the Commencement Date Conditions shall be satisfied or waived, as agreed to in writing by the parties.

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

**Contract Administrator** has the meaning specified in Section 50.5

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**Contract Date** - the date this Service Contract is executed and delivered by the parties hereto.

**Contract Representative** - in the case of the Contractor, the individual specified in writing from time to time by the Contractor as the representative of the Contractor for all purposes of this Service Contract and, in the case of the County, the Director of Public Works or such other representative as shall be designated in writing from time to time by the County.

**Contract Services** - the Management Services.

**Contract Standards** - the terms, conditions, methods, techniques, requirements, practices and standards imposed or required during the Term by: (1) Applicable Law; (2) the NPDES Permits; (3) the Minimum Technical Requirements; (4) the Performance Requirements; (5) Good Engineering and Construction Practice; (6) Good Industry Practice; (7) the Operation and Maintenance Manual; (8) applicable equipment manufacturers specifications; (9) applicable Insurance Requirements; and (10) any other standard, term, condition, method, technique, practice or requirement specifically provided in this Service Contract to be observed by the Contractor.

**Contract Year** - the County's fiscal year commencing on January 1 in any year and ending on December 31 of that year; provided, however, that the first Contract Year shall commence on the Commencement Date and shall end on the following December 31, and the last Contract Year shall commence on January 1 prior to the date this Service Contract expires or is terminated, whichever is applicable, and shall end on the last day of the Term of this Service Contract or the effective date of any termination, whichever is applicable. Any computation made on the basis of a Contract Year shall be adjusted on a pro rata basis to take into account any Contract Year of less than 365/366 days.

**Contractor** - Any firm, partnership, corporation, joint venture, LLC or any combination thereof that enters into a contractual Agreement with the County. This excludes Subcontractors/Sub-consultants. It is same as “**Operator**”.

**Contractor Fault** - any breach (including the untruth or breach of any Contractor representation or warranty herein set forth), failure, nonperformance or noncompliance by the Contractor with respect to its obligations under this Service Contract to the extent not directly attributable to any Uncontrollable Circumstance or the County Fault, and which materially and adversely affects the County's rights, obligations or ability to perform under this Service Contract.

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**Consumables** - fuel oil, diesel fuel, liquid chlorine, liquid sulfur dioxide, liquid de-foamer, quick lime, lubricants, polymers, office supplies and other chemicals, fuels, materials, supplies and similar consumables used in connection with the operation of the Managed Assets.

**Consumer Price Index or "CPI"** - the final reported non-seasonably adjusted Consumer Price Index as reported by the U.S. Department of Labor, Bureau of Labor Statistics, for All Urban Consumers, for the Atlanta, Georgia Metropolitan Area.

**County** – Fulton County Government and its authorized representatives.

**County Fault** - any breach (including the untruth or breach of any County representation or warranty herein set forth), failure, nonperformance or noncompliance by the County with respect to its obligations under this Service Contract to the extent not directly attributable to any Uncontrollable Circumstance or Contractor Fault, and which materially and adversely affects the Contractor's rights, obligations or ability or costs to perform under this Service Contract.

**County Property** - any structures, improvements, equipment, fire alarm systems, wastewater and water mains, valves, pumping systems, hydrants, hydrant connections, duct lines, streets, lamps, lampposts, monuments, sidewalks, curbs, trees or any other systems, fixtures, or real or personal property owned, leased, operated, maintained, or occupied by the County.

**Day(s)** - Calendar Day (twenty-four hours)

**Deliverables** – means the set of products to be delivered to the County by the Contractor to fulfill the terms of this contract.

**Designated Disposal Site** - the site or sites designated from time to time as a Designated Disposal Site for the disposal of Residuals.

**DPCC** - Department of Purchasing & Contract Compliance, Fulton County Government.

**Drawings** - The part of the Agreement or Work Authorization or Notice to Proceed that shows the outlines, characteristics related to the Scope of Services to be performed. The term is used interchangeably with the work "Plans" and includes Standard Details and Drawings.

**Effluent** - wastewater discharged from the Plant after treatment.



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**Effluent Requirement** - the most stringent of the requirements pertaining to the discharge of Effluent established by the Contract Standards.

**Encumbrance** - means any Lien, lease, mortgage, security interest, charge, judgment, judicial award, attachment or encumbrance of any kind with respect to the Managed Assets.

**EPA** - the United States Environmental Protection Agency and any successor agency.

**EPD** - the Environmental Protection Division of the State of Georgia Department of Natural Resources or any predecessor or successor agency.

**Excessive Influent** - (1) Toxic Substances, (2) Hazardous Material, (3) Influent in excess of the applicable Plant Capacity, and (4) Unacceptable Septage.

**Exit Transition Plan** - the transition services, including plans for temporary, short-term, operational procedures and activities relating to and after contract termination, to be undertaken by the Contractor when and as more fully specified in Exhibit 6.

**Fees and Costs** - means reasonable fees and expenses of employees, attorneys, architects, engineers, expert witnesses, contractors, consultants and other persons, and costs of transcripts, printing of briefs and records on appeal, copying and other reimbursed expenses, and expenses reasonably incurred in connection with investigating, preparing for, defending or otherwise appropriately responding to any Legal Proceeding.

**Good Engineering and Construction Practice** - the methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good design, engineering, equipping, installation, construction and commissioning practices for the design, construction and improvement of capital assets in the municipal wastewater treatment industry as followed in the Southeast region of the United States. Good Engineering and Construction Practice shall include, without limitation, adherence to the following:

- (a) Reliability criteria as defined in "Design Criteria for Mechanical, Electrical and Fluid System and Component Reliability", published by the EPA in 1974, for the appropriate class of system;
- (b) Performance standards listed in an applicable Regional Water

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- Commission Guide; and
- (c) Performance standards listed in the latest edition of "Design of Municipal Wastewater Treatment Plants", published jointly by the Water Environment Federation and the American Society of Civil Engineers.

**Good Industry Practice** - those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good operation, maintenance, repair, replacement and management practices in the municipal wastewater treatment industry as observed in the Southeast region of the United States.

**Governmental Approvals** - all approvals, permits, licenses, authorizations, consents, certifications, exemptions, registrations, rulings and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contract Services, including the NPDES Permits and the Consent Order.

**Governmental Body** - any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction.

**Hazardous Material** - any waste, substance, object or material deemed hazardous under Applicable Law including, without limitation "hazardous substance" as defined in CERCLA and "hazardous waste" as defined in RCRA.

**Industrial Pretreatment Program or "IPP"** - the municipal/industrial pretreatment program of sampling, inspecting, analyzing and keeping records with respect to compliance by industrial and certain commercial users with the County's sewer use ordinance and technically based local limits,

**Influent** - all wastewater, storm water, infiltration and inflows entering the Managed Assets, including Sewer Influent and Septage.

**Insurance Requirement** – means any rule, regulation, code, or requirement issued by any fire insurance rating bureau or anybody having similar functions or by any insurance Contractor which has issued a policy of Required Management Period Insurance or Required Construction Period Insurance under this Service Contract, as in effect during the Term hereof, compliance with which is a condition to the effectiveness of such policy.

**Legal Proceeding** - every action, suit, litigation, arbitration, administrative

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proceeding, and other legal or equitable proceeding having a bearing upon this Service Contract or the Managed Assets, and all appeals therefrom.

**Loss-and-Expense** - any and all actual loss, liability, forfeiture, obligation, damage, delay, fine, penalty, judgment, deposit, cost, expense, claim, Tax, or expense, including all Fees and Costs, except as explicitly excluded or limited under any provision of this Service Contract.

**Major Equipment** - any equipment valuing \$ 5,000 and life expectancy of 5 years or more.

**Managed Assets** - all or any portion of the Plants, Plant Realty, Pump Stations, and Pump Station Realty and South Fulton Maintenance and Operations Center (SFMOC) and its Realty.

**Managed Asset Equipment** - means all manufactured equipment, property or assets, whether or not constituting personal property or fixtures, other than Managed Asset Structures, constituting part of the Managed Assets, including, without limitation, above-ground pipes, pumps, bar screens, grit handling equipment, sludge handling equipment, chemical feed storage equipment, tank covers and traveling bridges etc.

**Managed Assets Realty** - the parcels of real property upon which the Managed Assets, or any portion thereof, are located, including the Sites and 5 ft. around the fence line.

**Managed Asset Structures** - all structures, buildings underground pipes and concrete tanks, other than Managed Asset Equipment, constituting part of the Managed Assets.

**Management Period** - the period from and including the Commencement Date to and including the last day of the Term of this Service Contract.

**Management Services** - everything required to be furnished and done for and relating to the Managed Assets by the Contractor pursuant to this Service Contract during the Term hereof. Management Services include the employment and furnishing of all labor, materials, equipment, supplies, tools, storage, transportation, disposal, insurance, sales, delivery and other things and kinds of services whatsoever necessary for the full performance of the Contractor's operation, maintenance, repair, replacement, management and related obligations under this Service Contract, and all of the Contractor's administrative, accounting, recordkeeping, reporting, notification and similar responsibilities of every kind

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whatsoever under this Service Contract pertaining to such obligations.

**MGD** – Million Gallons per Day.

**Non-Georgia Sludge Disposal-Related Change in Law** - a Change-in-Law by a Governmental Body other than the Federal Government, regarding the disposal, land application or processing of Plant Sludge outside of the State.

**Notice to Proceed (“NTP”)** - Written communication issued by the County to the Contractor authorizing it to proceed with Scope of Work.

**NPDES Permits** - National Pollutant Discharge Elimination System Permits respectively, as issued by the EPD for the Plants and listed in Exhibit 13 - as Reference Documents.

**Odor Incident** - has the meaning specified in Exhibit 2- Performance Requirements

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

**Operator** – Any firm, partnership, corporation, joint venture, LLC or any combination thereof that enters into a contractual Agreement with the County. This excludes Subcontractors/Sub-consultants. It is same as “**Contractor**”.

**Operation and Maintenance Manual** - the manual and related computer programs prepared by the Contractor containing detailed standard operating and maintenance procedures and other specific instructions, policies, directives, routines, schedules and other matters relating to the Management Services.

**Overdue Rate** - the maximum rate of interest permitted by the laws of the State, if applicable, or the Prime Rate, whichever is lower.

**Owner** – Fulton County Government

**Participating Community** - those communities with whom the County has entered or enters into contracts for the treatment of Effluent or Septage.

**Performance Requirements** - the Requirements of performance set forth in Exhibit 2-Performance Requirements.

**Plants** - means the real property on which they are located, consisting of buildings, structures, fixtures and equipment, and the roads, grounds, fences and

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landscaping appurtenant thereto, utilized for preliminary treatment, primary treatment, secondary treatment and advanced biological treatment (nitrification) of Influent, Effluent disinfection and de-chlorination, Plant Sludge treatment, laboratory functions and administration and management of the Managed Assets, including any Capital Modifications made thereto from time to time.

**Plant Operator** - Any person who performs operational duties and wastewater treatment plant laboratory testing for reporting purposes for operator classifications 1 as defined by the board at wastewater treatment plants. The person responsible for the daily operation of the facility must be a G A W a s t e W a t e r Class 1 Licensed Operator in compliance with the Georgia State Board of Examiners for Certification of Water and Wastewater Plant Operators and Laboratory Analysts Act, as amended, and as specified by Subparagraph 391-3-6-12 of the Rules and Regulations for Water Quality Control.

**Plant Realty** - the parcels of real property upon which the Plants or any portions thereof, are located and 5 ft. around the fence line.

**Plant Sludge** – bio-solids generated by the treatment of Influent at the Managed Assets

**POTW** – Publically Owned Treatment Works

**Pre-Existing Environmental Condition** - and is limited to, (1) the presence anywhere in, on or under the Managed Assets on the Contract Date, if not disclosed to the Contractor as of the Contract Date, of underground storage tanks (for the storage of chemicals, fuel oil or diesel fuel) that are not then in use in connection with operation of the Managed Assets; and (2) the presence anywhere in, on or under the Managed Assets, as of the Contract Date, of Hazardous Materials, Contaminated Soil or other Contaminated Materials (but expressly excluding for purposes of this definition (i) any matters disclosed to the Contractor by the County as of the Contract Date; (ii) any matters of which the Contractor has actual knowledge as of the Contract Date; and (iii) asbestos and lead which is uncovered as a result of demolition activities, and any such excluded matters shall not constitute a Pre-Existing Environmental Condition for which the Contractor could be afforded relief from its obligations hereunder or additional compensation).

**Prime Rate** – means the prime rate as published in The Wall Street Journal (Eastern Edition), or a mutually agreeable alternative source of the prime rate if it is no longer published in The Wall Street Journal (Eastern Edition) or the method of computation thereof is substantially modified.

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**Private Management Approvals** – means all approvals, authorizations, consents or clearances, if any, necessary to be obtained by the County from the EPA, the EPD or any other Governmental Body in connection with the Management Services to be performed under this Service Contract.

**Project Manager** – has the meaning specified in Section 50.5 (A).

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

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

**Public Education and Community Outreach Plan** means the plan to be developed by the Contractor based upon the outline contained in Exhibit 14.

**Pump Stations** - those pump stations and related meters which pump and meter Influent to the Plants, together with all improvements thereto acquired, installed, constructed or reconstructed from time to time.

**Pump Station Realty** - the parcels of real property upon which the Pump Stations or any portions thereof, are located, a minimum of 5 ft. around the fence line.

**Rating Service** – means Moody's Investors Service, Inc. or Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., or any of their respective successors and assigns and, if such corporations shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Rating Service" shall be deemed to refer to any other nationally recognized securities rating agency designated by the County.

**RCRA** - the Resource Conservation and Recovery Act, 42 U.S.C.A. § 6901 et seq., and applicable regulations promulgated thereunder, each as amended from time to time.

**Reference Document** - any of the documents attached to this Service Contract identified as such as the same may be amended from time to time in accordance with the terms hereof.

**Repair and Replacement Standards** - the standards for repairing and replacing the Managed Assets set forth in Exhibit 3-Operation and Maintenance Standards.

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

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**Required Insurance** – refer to Section 2.11, Insurance and Risk Management Provisions of the RFP.

**Residuals** - Plant Sludge and Side Streams.

**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.

**SCADA** - in the context of data gathering and telemetry systems, "Supervisory Control and Data Acquisition".

**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.

**Security Instruments** – means the Proposal Guaranty and Insurance and Risk Management requirements.

**Senior Supervisors** – has the meaning specified in Section 50.5 (B) .

**Septage** – means the liquid and solid material pumped from a septic tank, cesspool or similar domestic sewage treatment system, or a holding tank, during cleaning located within the County and municipalities under contract with the County for the processing of Septage at the Plant and which is normally characterized by large quantities of grit and grease, great capacity to foam upon agitation, poor settling and dewatering characteristics, and high solids and organic content.

**Service Contract** – means this Service Contract for the Operation and Maintenance of Camp Creek Managed Assets between the Contractor and the County, including the Exhibits, Transaction Agreement Forms and the Transaction Documents, as the same may be amended or modified from time to time in accordance herewith.

**Service Fee** – has the meaning set forth in Article 62.

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**Service Territory** – means the portion of the County and all other territories in which customers are served by the Managed Assets.

**Sewer Influent** - all flows reaching the Plants from all connected sources, including residential, commercial, municipal and industrial sources. Sewer Influent includes all wastewater and infiltration and inflows, accepted septic sludge at plant.

**Sewer Use Ordinance** - the municipal legislative enactment which (1) is enforceable in federal, State, or local courts, and (2) authorizes or enables the County to apply and enforce the IPP and the other requirements of the Clean Water Act, and any requirements created by or pursuant to this Service Contract. The Sewer Use Ordinance is included in Exhibit 13 on CD.

**Side Streams** - any material other than Plant Sludge which is, or at any time has been, a part of the Sewer Influent or Septage and that ultimately is required to be disposed of in a manner other than that approved for Effluent including, but not limited to, grit (detritus), screenings, scum, grease and liquid byproducts and waste streams from intermediate treatment processing.

**Significant Industrial User or "SIU"** – A significant industrial user as defined in 40CFR403.8(f).

- (1) A user subject to categorical pretreatment standards; or
- (2) A user that"
  - a. Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, non-contact cooling, and boiler blow down wastewater);
  - b. Contributes a process waste-stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
  - c. Is designated as such by the County on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
- (3) Upon a finding that a user meeting the criteria in (2) has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the County may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8(f) (6), determine that such user should not be considered a significant industrial user.



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**Site** - the real property on which the Plants, Pump stations or SFMOC are located.

**Specifications** - The portion of the Agreement Documents describing in words the technical requirements governing the completion of the various portion of the Scope of Services.

**Staffing Plan** - the staffing plan for the Management Services meeting the requirements set forth in Exhibit 4- Facilities Plans.

**State** - the State of Georgia.

**Subcontract** - an agreement or purchase order by the Contractor or a Subcontractor to the Contractor, as applicable.

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

**Supplier** - Any individual, firm, or corporation who supplies material or equipment for the Scope of Work (including that fabricated to a special design) but who does not perform labor at the Site.

**Tax** – means any tax, fee, levy, duty, impost, charge, surcharge, assessment or withholding, or any payment-in-lieu thereof, and any related interest, penalty or addition to tax.

**Term** – has the meaning set forth in Article 8.

**Termination Date** - the last day of the Term of this Service Contract.

**Total Suspended Solids or "TSS"** – means solids that either float on the surface of, or are in suspension in wastewater, the analysis of which shall conform to 40 C.F.R. 136, "Guidelines Establishing Test Procedures for the Analysis of Pollutants"

**Toxic Substance** - any toxic, hazardous, chemical, industrial, explosive, flammable, volatile, reactive, corrosive or radioactive waste, material or substance which, alone or in combination with other substances, is contained in sufficiently high concentrations or volumes in Influent received at the Managed Assets, and while the Managed Assets are being operated and maintained in accordance with the provisions of this Service Contract so as:

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- (1) To interfere with the biological processes necessary for the removal of the organic and chemical contents of the Influent required to meet the Effluent Requirements;
  - (2) To endanger human health or safety; or
  - (3) To cause Effluent or Residuals to become a Hazardous Material, if any such result could not reasonably have been provided by the management of the Managed Assets in accordance with the Contract Standards.

A waste, material or substance which is contained in Influent and which is tested under the IPP shall not be considered to be a Toxic Substance for the purpose of this definition unless such waste, material or substance is present in Influent in levels, with characteristics or for durations which are outside the range of levels, characteristics or durations established as representative by IPP data compiled from the date which is [two] years prior to the Contract Date to the month preceding the date on which such substance is alleged to constitute a Toxic Substance.

**Transaction Agreement Form** – means any of the Transaction Agreement Forms appended to this Service Contract.

**Transaction Document** – means any of the Transaction Documents appended to this Service Contract.

**Transition Period** - that period between the Contract Date and the Commencement Date during which the County will secure any necessary Private Management Approvals and execute the Transition Plan.

**Transition Plan** - the plan for the transition of operating responsibility for the Managed Assets.

**TRC** - total residual chlorine.

**Trucked-In Material** – means materials which are delivered to the Plant other than through the collection system.

**Unacceptable Septage** – means Septage other than Acceptable Septage.

**Uncontrollable Circumstances** – "Uncontrollable Circumstance" means any act, event or condition that is beyond the reasonable control of, and is not also the result of the willful or negligent act, error or omission, failure to exercise

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reasonable diligence, or breach of this Service Contract on the part of, the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Service Contract, and that materially interferes with or materially increases the cost of performing its obligations hereunder (other than payment obligations).

- (1) **Inclusions**. Subject to the foregoing, Uncontrollable Circumstances may include, but shall not be limited to, the following:
- (a) A Change in Law;
  - (b) The receipt of Excessive Influent at the Plants, subject to the terms of Section 52.6;
  - (c) The occurrence of an Upset subject to the terms of Section; (d) The existence of a Pre-Existing Environmental Condition;
  - (e) The existence of Specified Subsurface Conditions;
  - (f) Naturally occurring events (except weather conditions normal for the Service Territory) such as landslides, underground movement, earthquakes, lightning, fires, tornadoes, hurricanes, floods (but only to the extent the hydraulic capacity of the Managed Assets is exceeded), epidemics, and other acts of God;
  - (g) Explosion, acts of a declared public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
  - (h) Labor disputes, except labor disputes involving the employees of the Contractor, its Affiliates, or Subcontractors which affect the performance of the Contract Services;
  - (i) The failure of any appropriate Governmental Body or private utility having operational jurisdiction in the area in which the Managed Assets are located to provide and maintain Utilities to the Managed Assets which are required for the performance of this Service Contract;
  - (j) Any failure of title to the Managed Assets or any enforcement of any Encumbrance on the Managed Assets not consented to in writing by, or arising out of any action or agreement entered into by, the party adversely affected thereby; and
  - (k) The preemption of materials or services by a Governmental Body in connection with a public emergency or any condemnation or other taking by eminent domain of any material portion of the Managed Assets.
  - (l) Hazardous waste entering the facilities beyond the reasonable control of the Contractor.

- (2) **Exclusions**. It is specifically understood that, without limitation, none of the

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following acts, events or circumstances shall constitute Uncontrollable Circumstances:

- (a) Any act, event or circumstance with respect to which the Contractor has assumed the "as-is" risk under Section 50.4(B), except as specifically provided in subsection 50.4(C)
- (b) Terms, conditions and prices prevailing in the market for the transportation and disposal of Residuals;
- (c) Changes in interest rates, inflation rates, wage rates, insurance costs, commodity prices, currency values, exchange rates or other general economic conditions;
- (d) Changes in the financial condition of the County, the Contractor, the Guarantor, or their Affiliates or Subcontractors affecting the ability to perform their respective obligations;
- (e) The consequences of error, neglect or omissions by the Contractor, any Subcontractor, any of their Affiliates or any other person in the performance of the Contract Services;
- (f) union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed at the Managed Assets or otherwise increasing the cost to the Contractor of performing the Contract Services;
- (g) Any impact of prevailing wage or similar laws, customs or practices on the Contractor's costs;
- (h) Weather conditions normal for the Service Territory;
- (i) Any act, event, circumstance or Change in Law occurring outside of the United States;
- (j) Any surface, subsurface geotechnical or hydrological conditions and other Site conditions including without limitation the existence of compressible soil layers, masses, unstable soil, manmade deposits and water table fluctuations, utility lines, pipes and structures (other than Pre-Existing Environmental Conditions and Specified Subsurface Conditions);
- (k) Mechanical failure of equipment to the extent not resulting from a condition that is listed in the "Inclusions" section of this definition;
- (l) Power outages not caused by third party Utilities;
- (m) A Change in Law pertaining to Taxes;
- (n) Any failure in obtaining EPD approval for any of the Design/Build Improvements;
- (o) Failure of the Contractor to secure patents which it deems necessary for the performance of the Contract Services;
- (p) Any Change in Law (including the issuance of any Governmental Approval, the enactment of any statute, or the promulgation of any regulation) the terms and conditions of which do not impose more

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- stringent or burdensome requirements on the Contractor than are imposed by the Contract Standards; and
- (q) A Non-Georgia Sludge Disposal-Related Change in Law.

**Upset** - has the meaning given such term in the Clean Water Act.

**Utilities** - any and all utility services and installations whatsoever (including gas, water, electricity, telephone, and telecommunications), and all piping, wiring, conduits, and other fixtures of every kind whatsoever related thereto or used in connection therewith.

**Waste Water Collection System** – system of sewer lines excluding pump stations.

**WRF** – Water Reclamation Facility.

**Written Notice** - A written statement transmitted from one party to an authorized representative of another party in accordance with the RFP.

## **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

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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 **Monday, October 3, 2016 at 3:00 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 via letter or email to the designated Purchasing Representative:

**Purchasing Representative: Donna Jenkins**  
**Email: [donna.jenkins@fultoncountyga.gov](mailto:donna.jenkins@fultoncountyga.gov)**

Telephone inquiries will not be accepted.

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](http://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](http://www.fultoncountyga.gov). These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each

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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 MULTI-YEAR TERM OF CONTRACT**

The initial term of the O&M Contract will be five (5) years beginning 8:01 A.M. on April 4, 2017 and ending 08:00 A.M. on April 4, 2022, 8:00 A.M., with one (1), five (5) year renewal option upon approval of the Fulton County Board of Commissioners; unless earlier terminated as provided for in the O&M Agreement. The O&M Agreement may be renewed by the County, at its sole discretion, under the same terms and conditions of the original Agreement. The County may exercise its option to renew the O&M Agreement by delivering written notice of the intent to renew to the Contractor one year prior to the expiration date of the initial five (5) year term of the Agreement.

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2017, the starting date, and shall end absolutely and without further obligation on the part of the County on the 4th day of April, 2022, 8:00 A.M. . The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

### **b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement

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Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for one (1) five-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 4<sup>th</sup> day of April, 2022, 8:01 A.M. and shall end no later than the 4th day of April, 2027, 8:00 A.M. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.

**d. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

**2.6 RFP SUBMITTALS**

See **Exhibit 1** for the RFP Submittal Checklist. This checklist will assist you to ensure that all submittals are included in your proposal. Failure to submit all 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 an Evaluation 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



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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 and individual firm, partnership or corporation under the same or different names may be grounds 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 Purchasing Code Section 102-448 which is incorporated by reference herein.

## **2.11 INSURANCE AND RISK MANAGEMENT PROVISIONS**

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

Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance ("COI") with policy limits equal to or greater than the limits outlined in

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Section 7. Proof of insurance must be provided to the County prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the County.

## **2.12 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 Bldg, 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.

## **2.13 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 shall only contact the person designated by the RFP.

## **2.14 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.

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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.

## **2.15 COUNTY RIGHTS AND OPTIONS**

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:

- 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.
- 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

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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.
- 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.

## **2.16 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

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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.

## **2.17 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.

## **2.18 WAGE CLAUSE**

Pursuant to 102-413, 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.

## **2.19 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.

## **2.20 REPORTING RESPONSIBILITIES**

The successful Proposer will report directly to the Director of Public Works or designated representative.

## **2.21 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all

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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. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

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>.

The Director of Purchasing & Contract Compliance is authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. See Section 5, Proposal Forms for declarations and affidavits.

## **2.22 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.

## **2.23 RIGHT TO PROTEST**

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the

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specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. 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.

## **2.24 NON-COLLUSION**

By submitting a signed proposal, Offeror certifies and attests 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.

## **2.25 CERTIFICATE OF ACCEPTANCE**

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices 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.

Offeror also certifies and attests that the Offeror has reviewed the form Fulton County contract included in this solicitation and agrees to be bound by its terms, or that the Offeror certifies that it is submitting any proposed modification(s) to the contract terms with its proposal in accordance with Section 2.26, Exceptions to the County's Contract. 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 this solicitation document are non-negotiable and that proposed modifications to said terms may be reason to declare the Offeror's proposal as non-responsive.

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## **2.26 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."

The County shall be the sole determiner of the acceptability of any exception(s).

## **2.27 CERTIFICATION REGARDING DEBARMENT**

By responding to this RFP, 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 County. Section 102-449 of the Fulton County Code of Laws, which is incorporated as if fully set forth herein, establishes the procedure for the debarment of contractors.

## **2.28 SUBSTITUTION OF APPROVED KEY TEAM MEMBERS**

The County will select the Operator to perform the services contemplated under this solicitation based, in part, on the past successful experience and expertise of the Operator and its proposed team members. Accordingly, the Operator shall not, absent good cause, replace or remove the team members presented to the County during the solicitation process, or the County approved key team members during the terms of the Contract, without the prior written approval of the County. If any key member of the County approved Contractor team shall retire, resign, or otherwise cease employment with the Operator, then the Operator shall promptly appoint a replacement team member who shall be subject to prior approval by the County. County reserves the right to reject any replacement team member.

If the County, in its sole discretion, determines that any key team member is performing their responsibilities under the Contract in an unsatisfactorily manner or if irreconcilable differences or an unworkable relationship shall arise, the Operator shall, within five (5) days after receipt of written notice from the County of such circumstance, replace such key team member with a successor acceptable to the County; provided, however, the County represents that it will not give such notice to Operator unless and until the County, in its sole determination, has exercised reasonable efforts to rectify to its satisfaction, the adverse circumstances regarding the key team member. Any changes in the staffing of the Operator will require



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written notification to the County and the County's written approval of the replacement team member.

## **2.29 GENERAL REQUIREMENTS**

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.

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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).

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## **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 **Monday, October 17, 2016 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #16RFP071816K-DJ  
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 RFP \_\_\_\_\_  
Project # and Title  
[Technical or Cost Proposal]  
Proposer's Name and Address**

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### **3.1.2 Number of Copies**

Proposers shall submit the following:

Technical Proposal, one (1) marked “Original” and five (5) copies on CD or thumb drive media in PDF format.

Contract Compliance Exhibits, two copies; one (1) marked “Original” and one marked “Copy” in a separate sealed envelope.

Financial Information, two copies; one (1) marked “Original” and one marked “Copy” in a separate sealed envelope.

Cost Proposal, two copies; one (1) marked “Original” and one marked “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**

This section describes the scope of services and business structure the County is seeking in this RFP and is intended to provide an overview of the desired arrangements and division of responsibilities between the County and the Contractor. The Contractor should carefully review the RFP, including the Exhibits and all addenda to this RFP, to fully understand the scope of services desired by the County to determine the best approach to meet the County’s objectives.

The Contractor shall perform the following services:

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1. Provide all personnel and other resources to operate and maintain the Facilities in the best interest of Fulton County.
  2. Provide and/or pay all the benefits and salaries pursuant to approved staffing plan to operate and maintain the Facilities.
  3. Provide/ Pay all consumables, materials/supplies necessary and proper to operate the facilities in accordance with regulatory permit requirements, and maintain the related equipment/facilities pursuant to service levels established in Exhibit 3-Operation and Maintenance Standards.
  4. Provide and pay all Subcontractors pursuant to Contract.
  5. Perform all necessary sampling to ensure that Facilities' performance is in compliance with State, Federal and other Government Regulations. Daily testing/analysis for the purpose of process control are the sole responsibility of the Contractor.
  6. Provide local area network administration and CMMS & Process Software. This shall include server(s), individual workstation and printer integration as well as, LAN system preventative maintenance program. The Contractor shall be responsible for maintaining backup copies of all electronic records and work products. All hardware, software, data collect and stored will remain property of Fulton County. All software will be licensed to Fulton County. The County CMMS standard is INFOR 11.0 or more recent approved versions and process software is HACHWIMS for all Fulton County Wastewater Facilities. The Contractor will be responsible for software and hardware upgrades. Upgrades shall be installed as necessary or as desired by the County to ensure proper levels of service.
  7. Provide SCADA GE iFix system administration. This shall include server(s), individual workstation and printer integration as well as, overall SCADA system preventative maintenance program. The Contractor shall be responsible for maintaining backup copies of all electronic record work products. Remote monitoring of SCADA shall be accessible to the authorized County/Contractor personnel. All software shall be licensed to Fulton County.

The Contractor shall develop and maintain a Document Repository and Delivery System (DRDS) on a server which can be accessed remotely by authorized County and Contractor's staff. All the drawings, design, Manuals, records and reports shall be maintained on DRDS.

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DocMaestro is currently used as DRDS software.

8. Provide four laptops/tablets with wireless cards and the software loaded to remotely access SCADA, Security System, CMMS, HACHWIMS and other related software to authorized County personnel and upgrade laptop, tablets and software when it requires.
9. Provide staffing of sufficient, qualified employees to operate and maintain the Facilities 24-hours per day, 365/366 days year pursuant to the contract.

A staffing plan is attached in Exhibit 4.2 Table 4.2.

Other than the Project Manager, Maintenance Manager and Plant Manager, vacant positions must be filled within 60 days by qualified personnel. Project Manager, Plant Manager and Maintenance Manager Positions must be filled temporarily immediately and permanently within ninety (90) days. All personnel classified as Operator in Training (OIT) must work with certified personnel and be licensed by the State of Georgia within twelve (12) months from date of hire. No employee should work more than 16 hrs/day. Contractor shall provide a monthly staffing summary to the County. The Contractor shall provide staffing dedicated solely to the operation and maintenance of this Wastewater Reclamation Facilities and Pump stations.

10. Conduct routine and normal maintenance of plant equipment, buildings and grounds. Contractor shall provide all parts and materials necessary for maintenance /repair. Contractor shall be responsible for plant tools, equipment and process lab supplies must be inventoried and replacements provided by the Contractor.
11. Perform all corrective, predictive, preventive and routine maintenance and repair of the system including: the grounds, facilities, buildings and other structures pursuant to Exhibit 3-Operation and Maintenance Standards.
12. Provide, in forms, acceptable to the County, monthly accounting, quarterly projections and an end-of-year forecast submitted by August 1<sup>st</sup> every year as to the status of the Maintenance account. Non-routine Maintenance and Repair items shall be funded via maintenance allowance, pursuant to Section 3.3.32 of this section.
13. The Contractor must specifically maintain and operate equipment at all the facilities in such a manner so as not to void any warranties that may be applicable to existing equipment or that may arise with

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equipment procured by the Contractor/County during the term of the O&M Contract. If the Contractor's actions are such that any warranty during the term of the O&M Contract is voided, the Contractor shall be required, at its own expense to re-procure a conforming warranty equal to or greater than the applicable voided warranty subject to Fulton County approval.

14. Generate and sign as Operator and provide to the County and Georgia EPD information, notices and reports, including monthly EPD DMR, sampling and testing results, as necessary to enable the County to comply with all reporting requirements imposed upon the County by applicable Law. Assist the County in responding to various external requests including but not limited to:
  - A. State and Federal grant audits and information request
  - B. State and Local government audits
  - C. Audit by independent public accountants
  - D. Information requests by users or groups of plant system
  - E. Information required for the annual financial audits of Fulton County and financial representation letter
  - F. Georgia Open Records Act requests
  - G. Report, data and information required by EPA, GA EPD, Atlanta Regional Commission and other agencies.
  - H. Provide County Representative reports and data, hard and electronic copy.
15. Provide an annual list of recommended capital improvements, costs and plans for implementation to the County Representative by July 1<sup>ST</sup> of each year.
16. Disposal of dewatered sludge pursuant to Exhibit 3, Operation and Maintenance Standards.
17. Immediately notify the Administrator, Water Reclamation & Collection or duly appointed Fulton County representative of any activity, problem or circumstance that threatens or affects the facilities or health, safety or welfare of citizens. This notification must be made via telephone to the

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Contract Operations Administrator or duly appointed Fulton County representative immediately, and must be followed up with a detailed written report to the Administrator or duly appointed representative within 24 hours of the occurrence. Voice mail/Email is not acceptable.

18. Coordinate with engineers and construction managers on capital improvement projects and operate the facility to accommodate capital improvement work without any delay.

### **3.3.1 Details of Scope Work**

The Scope of Work includes the complete management, operations, maintenance and repairs of the wastewater treatment facilities, pump stations and managed Assets. The selected Contractor shall provide the following:

- A. All qualified operation, maintenance and management personnel (on-site, technical support, administrative, corporate, corporate support, professional services etc.).
- B. All associated salaries and benefits
- C. All materials and consumables, including, but not limited to:
  1. Chemicals
  2. Carbon for odor scrubbers
  3. Fuel
  4. Lubricants
  5. Spare parts
  6. Process laboratory supplies, reagents, and associated materials
  7. Tools and maintenance equipment
  8. Office supplies
  9. Office equipment and furniture
  10. Computer hardware and software
  11. All vehicles and all rolling stock required for the project
  12. All safety equipment
- D. Services required for the management, operation and maintenance of the treatment facilities, pump stations and Managed Assets. These services will include, but are not limited to:
  1. Management
  2. Process laboratory control sampling and testing



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3. Sampling for permit required analyses
  4. Computer system operation, maintenance and document management
  5. Janitorial and custodial services
  6. Upkeep and maintenance of all facility buildings
  7. Purchasing
  8. Site security
  9. Grounds maintenance and landscaping services
  10. Calibration and maintenance of all the flow meters and metering device.
  11. Sludge dewatering and disposal
  12. Pump Station cleaning and sediment/grease disposal
  13. Grit/ refuse disposal.
- E. Methods/processes to achieve the effluent quality required under the Performance Requirements in Exhibit 2- Performance Requirements.
- F. Maintenance of all structures of Managed Assets pursuant to Exhibit 3- Operation and Maintenance standards which includes:
1. Piping and equipment at the treatment facilities pump stations and managed assets.
  2. Mechanical systems at the treatment facilities pump stations and managed assets.
  3. Electrical systems at the treatment facilities pump stations and managed assets.
  4. HVAC systems at the treatment facilities pump stations
  5. All buildings and structures at the treatment facilities and pump stations.
  6. All communication, computer and security systems at the Managed Assets.
- G. Provision of utilities, including, but not limited to:
1. Telephone Services including local and long distance
  2. Cable and Satellite

### **3.3.2 Operational Standards**

The Contractor will be required to provide uninterrupted, economical sanitary sewage treatment; to prevent bypass or overflow of sanitary sewage from the transmission system or Water Reclamation Facilities; to handle and treat the sanitary sewage in accordance with the requirements of the Permit to Discharge and any and Pump Stations to optimize life cycle time and service life. All proposals must include standards for Water Reclamation Facilities

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(WRF) Quality Control services sufficient to meet all criteria set forth in this proposal. The Contractor shall provide all services necessary to meet the requirements of the Permit to Discharge; Georgia Department of Natural Resources, Environmental Protection Division (GDNR-EPD); current Consent Orders from the EPD and the U.S. Environmental Protection Agency (EPA), and any other applicable Local, State or Federal guidelines, rules, regulations, code and/or laws.

### **3.3.3 Protocol, Policies and Standard Operating Procedures**

The Contractor shall keep the County informed at all times of the status of major projects; non-routine tasks/activities, and major decisions as they are made, and as they relate to the execution of contracted services.

The Contractor shall establish and implement written protocol, policies and procedures that comply with all standards and requirements of the contract, and shall conduct an annual review of its protocol, policies and procedures. All such protocol, policies and procedures shall address the Water Reclamation Facilities

and Pump Stations; the management staff, the technical staff and the administrative staff.

A draft of the protocol, policies and procedures shall be submitted to the County for review and approval within sixty (60) days after Notice of the Award and must be implemented within 30 days after the County's approval.

A yearly revision shall be due on 31st of January.

### **3.3.4 Continued Educational Training**

The Contractor must provide continued education in modern wastewater treatment plant operation, maintenance and safety standards as described in Exhibit 4-Facilities Plans.

### **3.3.5 Emergency Services**

The Contractor will be responsible for developing Emergency Response and Disaster Preparedness Plan for the Water Reclamation Facilities, Pump Stations and the Managed Assets pursuant to Exhibit 4 Facilities Plans.

All emergencies will be reported verbally as per Section 3.2.17 of this section, with particular attention to minimize the elapsed time between the call

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for assistance and the arrival of trained personnel and the need for corrective action. A written report of any emergency situations shall be submitted to the County Administrator or duly appointed representative within five(5) working days of the incident.

In the event of any personal injury accident in connection with the contract, the Contractor must verbally notify the County immediately and provide all known facts regarding the accident. A written report of any personal injury will be submitted to County Contract Administrator within five (5) working days of the incident per Section 3.2.17 of this section.

The Contractor shall notify Fulton County and all other required Authorities when the quality of the discharge exceeds the discharge limitations as stated in the NPDES Authorization to Discharge or when a sewage spill occurs, and will be responsible for all notifications and all related cost including subsequent monitoring cost with exception of Uncontrollable Circumstances. Notification of violation of discharge limitations or sewage spills shall be within one (1) hour of knowledge by the Contractor. Contractor shall review all current permits and consent orders for current monitoring requirements.

### **3.3.6 Job Safety**

Contractor shall develop a safety plan and initiate a program to comply with all provisions applicable to the Occupational Safety and Health Act, as enforced by the U.S. Department of Labor and to require all employees to comply with the law and all regulatory State and/or local laws affecting job safety.

### **3.3.7 Waste**

The Contractor shall be responsible for transporting excess bio-solid from the Little Bear WRF to the Camp Creek WRF for dewatering; and transporting dewatered and/or non-dewatered bio-solids from the Camp Creek WRF for disposal in accordance with applicable regulations and requirements.

The Contractor shall be responsible for transporting refuse, grit, screenings, grease, surplus equipment and other non-hazardous wastes from all the WRFs and the pump stations for disposal in accordance with Federal, State and local applicable regulations and requirements.

The Contractor shall be responsible for the proper storage, removal and disposal of all hazardous waste generated during the treatment and /or operation and maintenance of the facilities. Such removal and disposal shall be in accordance with all applicable local, State and Federal rules, regulations and

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code. The Contractor shall maintain records on all hazardous materials, chemicals and waste products. The records shall contain the material's origins, use, transportation and ultimate distribution and disposal. The Contractor shall provide training and management in accordance with laws and EPA regulations for employees in contact with and/or handling hazardous materials.

The Contractor shall hold the County free of liability for any and all actions relating to waste removal and disposal. However, any waste related to the treatment process classified as hazardous waste, would fall under the provision of "Uncontrollable Circumstances" as defined in Article 47 and relief shall be pursuant to Article 21.2 of the Contract.

### **3.3.8 Laboratory Analyses**

The Contractor shall be responsible for daily analyses performed for the purpose of process control. The County will be responsible for laboratory analysis to determine if WRFs are operating in compliance with NPDES Permits. The Contractor will collect all samples for NPDES permit compliance monitoring.

The Contractor shall be responsible for Storm Water sampling and testing pursuant to General Storm Water permit, MS4 plan and /or any regulatory requirements.

Contractor shall be responsible for PPScans, WET Tests, Long term BOD and all regulatory requirements for permit renewal testing on time pursuant to NPDES Permit.

### **3.3.9 Fines**

Contractor is responsible for any penalties, fines, suits, etc. as a result of the non-compliance of permits, spills and applicable government regulations except to the extent as defined as an Uncontrollable Circumstance.

### **3.3.10 Professional/Public Relations**

The Contractor shall be required to develop a Public Relations Plan within 60 days of commencement date.

The Contractor must maintain professional, responsible and responsive working relationship with the staff of Fulton County, State and Federal regulatory authorities; suppliers of materials, utilities and services; the media

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and the public. The Contractor is required to participate in Public Meetings as required by the County.

The Contractor shall be required to be a Corporate Member of the Georgia Association of Water professionals to foster professional relationships within the industry.

### **3.3.11 South Fulton Maintenance & Operations Center (SFMOC)**

The Contractor shall maintain SFMOC and SFMOC Realty for its smooth operation. The Contractor shall be responsible for complete maintenance of the facility, its House Keeping and Ground Maintenance. Refer Exhibit 3.2.6, 3.2.7, 3.2.8, 3.2.9 and Exhibit 12. for housekeeping and lawn maintenance standards.

### **3.3.12 Security**

The Contractor will, at all times, conduct all operations under this Contract according to Prudent Industry Practices relative to Facilities in order to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any Facilities Equipment, materials, Services or other property at the Facilities. The Contractor must cooperate with the County on all security matters and must promptly comply with any Managed Assets security arrangements established by the County. Compliance with these security requirements will not be construed as limiting, in any manner, the Contractor's obligations with respect to all applicable Governmental Requirements and its duty to undertake reasonable actions to establish and maintain secure conditions at the Facilities. If the Contractor violates any security requirement imposed by the County or Governmental Requirements and the County incurs a cost, expense, fine or other financial burden, The Contractor must immediately indemnify the County upon written notice from the County.

The Contractor shall provide for and maintain security of all facilities and structures contained within the facilities. The Contractor shall be responsible and obligated to enforce all safety, security and health laws, rules, regulations and/or procedures. Any and all persons entering the facilities shall be identified and provide appropriate documentation of authorization to have access to the facilities. The Contractor is responsible for providing the appropriate procedures to maintain a log of any and all persons accessing the facilities.

The structural integrity of the fence shall be maintained and kept in neat order. Gate access points and doors to the facilities and structures in the facilities shall be kept locked. Entrance to such facilities and structures shall be

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protected against unauthorized entry. The Contractor is responsible for maintaining security alarms in working order.

### **3.3.13 Maintenance**

The Contractor shall preserve the Managed Assets and ensure long-term reliability and efficiency of the facilities pursuant to Exhibit 3-Operation and Maintenance standards.

The County has allocated a maintenance allowance for each year of the Agreement. Repair and replacement expenditures will be funded by the Contractor for all expenses for a single asset per occurrence totaling up to \$5,000 (Two thousand dollars). The County will fund the repair and replacement expenses where the cost exceeds \$5,000 for a single asset per occurrence. For example if repair or replacement cost of a single asset is \$5,001, the County will fund the entire amount of \$ 5,001 for each occurrence.

The Contractor should take into account the level of commitment envisioned by the County to undertake such repair and replacements. The Contractors shall address in their proposals how they intend to apply these budgeted amounts and how such budgets will be used to improve the Facilities.

All maintenance shall be in accordance with the proposed O&M plan and must reflect the provisions for maintenance set forth in Section 1.3.2, Exhibit 3- Operation and Maintenance standards & Exhibit 4- Facilities Plans.

The County shall Authorize all repair/ replacement work exceeding \$ 5,000 prior to execution of the work.

### **3.3.14 Odor Control**

The Contractor shall operate and maintain the Managed Assets in a manner that minimizes odors at Managed Assets boundaries and so that odors carried off- site do not prompt public complaints. The Contractor's goal shall be to achieve zero odor complaints for the Managed Assets. The Contractor shall comply with standards listed in Exhibit 3 and Requirements pursuant to Exhibit 2, Performance Requirements

### **3.3.15 Transition of Service**

Proposal shall include a transition plan describing how the Contractor intends to assume the O&M of the Managed Assets.

The Transition Plan shall also include an Exit Plan in the event of non-renewal

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or termination of the contract. See Exhibit 6, Exit Transition Plan.

### **3.3.16 Decreases in Scope of Services**

County may decrease the Services during the term or any extension or renewal of the Agreement. In the event the County decreases the scope of any Services, the County will provide the Contractor a minimum of thirty (30) days prior written notice, describing in that notice the specific Services decreased. Upon notification of a decrease in any Services, the Contractor shall:

- A. Immediately discontinue the decreased Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the decreased Services;
- B. Inventory, maintain and turn over to the County all data, information, documents, work product and property furnished by the Contractor or provided by the County for performance of the decreased services.
- C. Cooperate with the County in the transfer of data, information, documents, work product, and property and disposition of decreased Services in progress so as to mitigate damages;
- D. Comply with other reasonable requests from the regarding the decreased services
- E. Continue to perform, in accordance with all of the terms and conditions of this Agreement, that portion of the Services remaining
- F. Decrease cost to the County proportionate to the decrease in scope of the service.

### **3.3.17 Non-Conforming Services**

- A. **Corrective Actions by Fulton County.** If during its performance of services under the O&M Contract, the Contractor is notified by the County to correct defective or nonconforming services, and the Contractor states or by its action indicates that it is unable or unwilling to proceed with corrective action in a reasonable time. Fulton County may correct the non-conforming services and back-charge the Contractor for all costs incurred. Furthermore, if the County agrees to or is required to perform services for the Contractor, the County may perform those services by the most expeditious means available and invoice in 30 days or deduct from

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subsequent invoices.

- B. Back-charge not Release.** Fulton County will separately invoice or deduct from payment otherwise due to the Contractor any back-charge costs. Fulton County right to back-charge is in addition to any and all other right and remedies provided in the O&M Contract or by law. The performance of back-charge services by Fulton County will not relieve the Contractor of any of its responsibilities under the O&M Contract, including, but not limited to, express or implied warranties, specified standards for quality, contractual liabilities, indemnifications or meeting of any schedules for the services required by the O&M Contract.

### **3.3.18 No Total Facilities Shutdown Permissible**

The Contractor must ensure that the total system is not to be shut down for any period of time due to strikes, lock-outs or labor problems.

### **3.3.19 Maintenance Allowance**

The County will fund a County held account for each contract year in the amount of \$5,000,000.00, which fund shall be available to the County and to be used by the County for payment to the Contractor for the work directed by the County as it determines in its sole discretion. The Contractor shall not have any right to any funds in such account. The maintenance allowance shall be escalated annually by 2%.

### **3.3.20 Contingency Allowance**

The County will fund a County held account for each contract year in the amount of \$500,000 which fund shall be available to the County to pay the County share of the costs associated with increases in flow and loadings and any uncontrollable Circumstances and to be used by the County for payment to the Contractor for the work as determined by the County in its sole discretion. The Contractor shall not have any right to any funds in such account under any circumstances. The allowance will be escalated annually by 2%.

### **3.3.21 County Responsibilities**

1. Provide all land, installed equipment, capital improvements, building, Structures, and facilities under its ownership and presently located at the facility sites and all process equipment as specified in the Vendor Information Package. All such item shall be and remain the property of the County. Any and all equipment installed and provided by Fulton County at the



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beginning of the agreement remains the property of Fulton County.

2. Obtain and maintain existing easements, licenses, and permits.
3. Make capital expenditures for expansion, upgrade, and replacement of facilities. (The Contractor will assist in determining the necessary cost for expenditures, when required.)
4. Maintain the sewer lines to the sites and to other jurisdictions so as to provide necessary transport of wastewater.
5. Perform all functions and retain all responsibilities and obligations related to the sites not expressly assumed by the Contractor.
6. Have title to and right to inspect and copy operation, maintenance, laboratory Records, and other related records to include any electronic records developed by the successful Contractor in performance of the Contract.

### **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 and will be reviewed and evaluated based on each Proposer's responses to the criteria described below.

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

#### ***Section 1 - Executive Summary***

The executive summary shall include the following information:

1. Provide the legal name of the entity responding to this proposal.
2. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
3. Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc.).
4. Provide a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the

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project's potential problems and concerns (maximum of 5 pages). The executive summary shall provide a concise overview of the Proposer's solution for the County. Additionally, it should include the firm's background and qualifications, firm's financial stability and overall organization, and why firm the best value choice is for the County. Include any other information the Proposer feels relevant. The Proposer shall state any exceptions taken to any part of the RFP in a separate section titled "EXCEPTIONS." The specific portions to which exception is taken shall be identified and explained. It shall be understood that any exceptions may be used by the County as grounds for rejection of Proposal.

## ***Section 2 – Project Technical Approach***

The Contractor shall submit a well-developed technical approach, project plan, operation & maintenance plan, repair and replacement plan, odor mitigation plan incorporating quality control/quality assurance measures to Fulton County Waste Water facilities to insure regulatory compliance and system reliability while managing the assets to provide maximum efficiency and to preserve lifecycle time. For each phase of that technical approach, describe how the requirements and objectives can be met. As part of this technical approach, please address all relevant subjects as you perceive them, and specifically address the following.

1. Describe how the Contractor would execute and administrate the project.
2. Describe your understanding of this specific project, your approach to achieving Fulton County goals, how successful experiences at other locations may be applicable to this project, etc.
3. Discuss the benefits of your approach, when compared to the current and future operations, and detail any near-term and long- term proposed process and facilities improvements projects. The project cost impacts of any proposed changes/improvements must be detailed in the Cost Proposal section.
4. Discuss the approach for transition to South Fulton Managed Assets.
5. Discuss approach to satisfy Fulton County sampling standards.
6. Identify the method for equipment and material inventory.
7. Discuss the following plans per Exhibit 4
  - Customer service Plan

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- Emergency response and disaster preparedness Plan
  - Staffing Plan
  - Training Plan
  - Operation and maintenance Plan
  - Safety and security Plan
  - Odor and noise control Plan
  - Annual equipment performance testing Plan
  - Public Relations Plan

### ***Section 3 – Project Team Qualifications/Key Personnel***

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager, Maintenance Manager and Wastewater Plant Manager.
2. The Project Manager must meet the following experience requirements:
  - a. Current State of GA class I Waste Water Operator's License.
  - b. Minimum of ten (10) years of experience in operation and maintenance of waste water facilities comparable in size and scope to Fulton County facilities and
  - c. Five (5) years of experience in management role in the operation and maintenance of Large Waste Water Facilities
3. 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 Experience
  - Relevant Training and Licenses
  - Courses completed during past five (5) years
  - Include two (2) references for each key personnel member on similar projects.
  - Include the role and responsibilities that each key personnel member will perform on this project.
4. A project organization chart should be prepared to illustrate the individuals with their specific project tasks. Organization chart shall name the Project, Maintenance and Plant Manager that shall be committed solely to the

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project, the staff and positions and structure of the O&M Team that will be responsible for day to day operation and maintenance. If the staff changes are planned after one year, changes must be clearly defined in a long term organization chart with staff and positions.

#### ***Section 4 – Relevant Project Experience***

Describe the experience by individuals or the firm(s) which is relevant to this project.

Example projects should demonstrate that the Contractor meet the following set of minimum experience criteria:

1. Ten (10) or more years of combined O&M experience of all firms submitting proposals, with specific experience in providing O&M for large sized municipal Wastewater treatment plants and tertiary or higher level of treatment and similar sized pump stations. The combined experience of the proposer shall be a minimum of five (5) years of O&M experience.
2. Provide a minimum of three (3) reference projects for municipal wastewater treatment plants with treatment capacity of Large Municipal Waste Water treatment Plants, greater than 10 MGD with conventional tertiary or higher treatment level. Only projects in the United States will be considered to meet this requirement.
3. At least one of the reference projects must have been operated by the Contractor continuously for five (5) or more years.

For each of the 3 reference projects cited above, please provide the following information:

- Project Name and Location
- Contract start and end dates and dates for all renewals
- Client Name and Point of Contact (including address, phone number, fax number, and email address, where appropriate.
- Detailed description of the facilities operated and details of municipal waste water collection system pump station maintained & operated with flow capacity for treatment facilities of ten(10) MGD.
- Detailed description of the work of the Contractor on this project.
- Accomplishment in terms of cost savings, capital or other improvements implemented and awards.
- Any notice of citations, violations and or default during the contract

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period.

### ***Section 5 - Environmental Compliance Record***

For each of the 3 reference projects cited in **Relevant Project Experience**, please provide the following information:

1. Listing of all permit/regulatory violations including odor and Noise complaints associated with the wastewater system operations.
2. Complete listing of all incidents where contract requirements were not met. This includes odor and noise. Also include all the incidents where service fee were reduced for failure to meet contract requirements.

### ***Section 6 – Relevant Civil and Criminal Penalties***

List any and all penalties incurred by any individual, firm , association or corporation submitting a proposal on behalf of the applicant during the previous five year period.

### ***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 five (5) 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.

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The following supporting documentation must be provided:

- Copy of occupational tax certificate (business license) from 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 is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who have been honorably discharged, designated as such by the United States Department of Veterans Affairs.

In order to receive the SDVBE Preference points the Proposer must complete and submit Form I, Service Disabled Veterans Preference Affidavit located in Section 5 of this RFP certifying under oath that it is eligible to receive the SDVBE preference points. The Service Disabled Veteran Business Enterprise (“SDVBE”) must be certified as such by the County’s Office of Contract Compliance.

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### **Section 9 – Cost**

The respondent with the lowest total cost will receive the full 15 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 15, 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***

The County will determine responsibility based on the following criteria for the proposer(s) recommended by the Evaluation Committee:

### **Section 10 – 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:

- a. Provide your firm's most recent balance sheets.
- b. Provide your firm's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution.
- d. Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized.

### **Section 11 – Disclosure Form and Questionnaire**

It is the policy of Fulton County to review the history of litigation of each Proposer

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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.

### **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.



## ADJUSTED BASE COST PROPOSAL FORM

Baseline Flow and Loadings combine both facilities	Annual Amount
Influent Flow Average (MGD)	18MGD
*Average Flow, TSS, Phosphorus, Ammonia, CBOD and COD data for 2011 to 2015 is attached.	

Service Fee Fixed Base Components- Camp Creek WRF		Annual Amount
1	Labor (Including wages, benefits, etc.)	\$
2	Plant Operation, Maintenance and Repair	\$
3	Chemicals and Fuels-Treatment	\$
4	Chemicals-Odor Control	\$
5	Building & Grounds Maintenance	\$
6	Grit, Refuse, Sludge Hauling/Disposal	\$
7	Testings ( Lab + Performance)	\$
8	Proposal Guaranty	\$
9	<b>TOTAL Fixed Base Service Fee Component (1-8)</b>	\$

Little Bear WRF		Annual Amount
	Lump Sum Service Fee	\$

### \*Flow and loading data 2011-2015

Year	Sum of Rain inches	Avg Inf CBOD mg/l	Avg Inf COD mg/l	Avg Inf TSS mg/l	Avg Inf Phosphorus mg/l	Avg Inf Ammonia mg/l	Avg Inf Flow MGD
2011	44.5	193	453	180	4.3	18.4	13.06
2012	37.5	236	536	216	4.9	20.1	11.83
2013	72.8	198	475	243	4.7	16.9	14.75
2014	46.0	209	468	193	4.7	17.2	14.10
2015	72.2	193	427	190	4.1	16.2	15.79
<b>Avg.</b>		<b>206</b>	<b>472</b>	<b>204</b>	<b>4.5</b>	<b>17.7</b>	

<b>Service Fee Fixed Base Components- Pump Stations #1-13 listed in section 1.2.3</b>		<b>Annual Amount</b>
1	Labor (Including wages, benefits, etc.)	\$
2	Pump Station Maintenance, Repair and Replacement less than \$ 5,000.	\$
3	Chemicals & Fuels-Treatment	\$
4	Chemicals and Carbon-Odor Control	\$
5	Building & Grounds Maintenance	\$
6	Grit, Refuse, Grease Hauling/Disposal	\$
7	Testings' (Performance+ Lab)	\$
8	Performance/Payment Bond	\$
9	<b>Total Fixed Base Service Fee Component (1-8)</b>	\$
	<b>Cost of O &amp; M for Pump stations &amp; Air Relief valves #14-19 listed in Section 1 - 1.2.3</b>	\$
	<b>Maintenance of SFMOC</b>	\$

**Total Service Fee (Camp Creek, Little Bear WRF, Pump stations, Air Relief Valves & Maintenance of SFMOC) = \$\_\_\_\_\_**

<b>Service Fee Adjustment Rate Schedule for excess loadings</b>	<b>Annual Amount</b>
Influent Flow Annual Average per MGD	\$

<b>Contractual Allowance Fund (County Directed)</b>	<b>Annual Amount</b>
Maintenance Allowance for years 2017, 2018, 2019	\$ 1,000,000
Contingency Allowance	\$ 500,000

<b>Contractual Allowance Fund</b>	<b>One Time Amount</b>
Transition Allowance (see note 8)	\$100,000.00

**TOTAL ANNUAL COST = \$\_\_\_\_\_**

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### Total Fixed Cost for the Project For Each Year

Fixed Fee for Contract Year 1	\$
Fixed Fee for Contract Year 2	\$
Fixed Fee for Contract Year 3	\$
Fixed Fee for Contract Year 4	\$
Fixed Fee for Contract Year 5	\$
Total Years 1 through 5	\$

#### Notes:

1. Itemized components are for evaluating purpose only.
2. The Fixed Components for the first Contract Year shall be the amount specified in Exhibit 9, Price Proposal Form. The Fixed and Variable Component for each subsequent Contract Year shall be Escalated by 2 (two) percent.
3. The contingency allowance fund will be used by the County to finance unforeseen and variable expenses during the term at the County's sole Discretion.
4. Maintenance Allowance will be used to repair/replace major equipment or Upgrade the Managed Assets at County's sole discretion (See Section 3.)
5. The service fee adjustment pursuant to the service fee rate schedule shall be based on the average daily Influent Flow for a Contract Year. The service fee adjustment shall be applied in excess of 110% of the annual average annual average daily baseline influent loadings set forth in Exhibit 9 and the actual loadings and the actual loading for the Contract Year times the number of days in the contract year.
6. Escalation applies to fixed and variable cost and will be applicable on January 1, 2018.
7. Contract Year shall be calendar year January 1<sup>st</sup> - December 31<sup>st</sup>
8. Incumbent, if selected, shall not be allowed to bill against Transition allowance.
9. In 2020, the pump stations and air release valves listed in Section 1 – 1.2.3 will be included in the scope of work for Operation & Maintenance Services for Camp Creek Managed Assets. The Maintenance Allowance for 2020 and after will be increased by 25% from the value of the maintenance allowance in 2019.

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## 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:

<b>Evaluation Criteria</b>	<b>Weight</b>
Technical Project Approach	20%
Project Team Qualifications/Key Personnel	25%
Relevant Project Experience	20%
Environmental Compliance Record	10%
Civil and Criminal Penalties	3%
Local Preference	5%
Service Disabled Veterans Preference	2%
Cost Proposal	15%
<b>TOTAL POINTS</b>	<b>100%</b>

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## **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: Georgia Security and Immigration Contractor Affidavit/Agreement

Form B: Georgia Security and Immigration Subcontractor Affidavit

Form C: Disclosure Form and Questionnaire

Form D: Professional License

Form E: Local Preference Affidavit of Bidder/Offeror

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

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## 5.2 PROPOSAL FORMS DESCRIPTION

### **Georgia Security and Immigration Contractor Affidavit and Agreement**

Proposer shall complete and submit **Form A**, 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 and all subcontractor(s), that will be utilized for this project shall complete and submit **Form B**, Subcontractor Affidavit.

### **Disclosure Form and Questionnaire**

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

### **Professional License**

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

### **Local Preference Affidavit of Bidder/Offeror**

Proposer shall complete and submit **Form E**, 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 F**, which certifies that the Proposer is certified as Service Disabled Veteran Business Enterprise ("SVDBE") by the County's Office of Contract Compliance.

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**FORM A: 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.

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**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM A: 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<sup>1</sup> 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\*,<sup>2</sup> 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: \_\_\_\_\_

\_\_\_\_\_  
<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>\*[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].



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**FORM B: 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.

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STATE OF GEORGIA

COUNTY OF FULTON

**FORM B: 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<sup>3</sup> 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\*,<sup>4</sup> 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 Subcontractor 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: \_\_\_\_\_

---

<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>4</sup>\*[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].

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**Form C:     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.

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## **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]

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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 D: 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)**

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**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM E:            LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-377, 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 102-377, 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: \_\_\_\_\_



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STATE OF GEORGIA

COUNTY OF FULTON

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF**  
**BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, 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 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, 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: \_\_\_\_\_

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## 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

Pursuant to Fulton County Code section §102-391, Equal Opportunity Clause, the County effectuates Equal Employment Opportunity. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2010 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 Exhibit B, 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 EEOR will be submitted to the Division of Diversity and Civil Rights Compliance for further action.

### 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*.

### **6.3 DETERMINATION OF GOOD FAITH EFFORTS**

In accordance with Fulton County Code Section §102-426, the Prime Contractor **must** 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 PROMPT PAYMENT**

The prime contractor must certify in writing and must document that 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 ten days (10) of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than ten (10) days as provided for by state

### **6.5 REQUIRED FORMS (To be submitted with Technical Proposal)**

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers **must** submit the following completed documents with the Technical Proposal.

- 
- Exhibit A – Promise of Non-Discrimination
  - Exhibit C – Schedule of Intended Subcontractor Utilization

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

- Exhibit B – Equal Employment Opportunity Report (EEOR)
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services **(To be submitted only by subcontractor/sub-consultant/suppliers of winning Prime prior to contract execution)**
- Exhibit E – Prime Contractor's Subcontractor Utilization Report **(To be submitted monthly with pay applications)**

All Contract Compliance documents Exhibits A, C and the EBO Plan) are to be placed in a **separate sealed envelope** clearly marked "**CONTRACT COMPLIANCE**". These documents are considered part of and must be submitted with the Technical Proposal.

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## EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (\_\_\_\_\_),  
Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

## 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																		
<b>TOTAL</b>																		

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

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

CONTACT NAME: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

## 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** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

**Prime Bidder/Proposer Company Name** \_\_\_\_\_

**ITB/RFP Name & Number:** \_\_\_\_\_

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):  
\$ \_\_\_\_\_ or \_\_\_\_\_ %
2. This highlighted information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

Business Name	Business Name	Business Name
% of JV _____	% of JV _____	% of JV _____
Ethnicity _____	Ethnicity _____	Ethnicity _____
Gender _____	Gender _____	Gender _____
Phone# _____	Phone# _____	Phone# _____

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 (WFBF); \*\*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: \_\_\_\_\_ %

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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 of Subcontractor 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:**\_\_\_\_\_

**Business or Corporate Name:**\_\_\_\_\_

**Address:**\_\_\_\_\_

\_\_\_\_\_

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

**Email Address:**\_\_\_\_\_

## EXHIBIT D

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

This form **must** be completed by **ALL** known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

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 - 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.

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

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

AMOUNT OF PAY APPLICATION THIS PERIOD: \$  
 TOTAL PAYMENT(S) RECEIVED FROM COUNTY THIS PERIOD): \$  
 TOTAL AMOUNT PAID YEAR TO DATE: \$

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

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount of Pay Application 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) 612-6300, for further assistance.**

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**SECTION 7**  
**INSURANCE AND RISK MANAGEMENT PROVISIONS**

**THE SERVICES AGREEMENT WILL BE ISSUED VIA AN  
ADDENDUM**

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**SECTION 8**  
**SAMPLE SERVICE AGREEMENT**

**THE SERVICES AGREEMENT WILL BE ISSUED VIA AN  
ADDENDUM**

**SECTION 9  
EXHIBITS**

## **EXHIBIT LIST**

- Exhibit 1 Required Submittal Check List**
- Exhibit 2 Performance Requirements**
- Exhibit 3 Operation and Maintenance Standards**
- Exhibit 4 Facilities Plans**
- Exhibit 5 Sampling and Testing Standards**
- Exhibit 6 Exit Transition Plan**
- Exhibit 7 Trucked In Material Protocol**
- Exhibit 8 Municipal/Industrial Pretreatment Program**
- Exhibit 9 See Section 3.5 Cost Proposal Format and Content**
- Exhibit 10 Job Specifications**
- Exhibit 11 Equipment and Chemical Inventory**
- Exhibit 12 Building, Ground Maintenance and Painting**
- Exhibit 13 ITEMS ON CD (see exhibit for list)**
- Exhibit 14 Public Education and Community Outreach Plan**



# EXHIBIT 1

## RFP RESPONSIVENESS CHECKLIST

***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 " <b>Original</b> ", five (5) CD's or thumbdrive	
2	*Form A: 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 B: 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	
9	Purchasing Forms Form C: Disclosure Form & Questionnaire Form D: Professional License Form E: Local Preference Affidavit of Bidder/Offeror Form F: 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)	
	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)	

## **EXHIBIT 2**

# **PERFORMANCE REQUIREMENTS**

### **2.1 RESPONSIBILITIES FOR PERFORMANCE**

The Contractor shall be responsible for meeting all NPDES Permit Requirements and Federal, State and local Laws & Ordinances relating to the Operation & Maintenance of the Managed Assets. The Contractor shall operate, maintain, and manage the facilities to ensure compliance with all performance requirements including but not limited to equipment maintenance, odor control, solid hauling/ disposal and noise.

Failure to meet the Performance Requirements may constitute a breach of obligations of the Service Contract pursuant to the Terms and Condition of the Contract.

### **2.2 PERFORMANCE REQUIREMENTS**

#### **2.2.1 Plant Effluent**

The Contractor shall operate the facilities in a manner that will ensure full compliance with all NPDES Permit requirements.

#### **EFFLUENT REQUIREMENTS:**

A. Applicable Law Limits. Except to the extent relieved as provided in sub Section 52.6 of the Contract, the Contractor shall operate the Managed Assets on a continuous, uninterrupted 24-hour per day, 7- day per week, 52 weeks per year basis so as to receive and treat all Influent flowing to or received at the Plants and discharge Effluent in compliance with the requirements of Applicable Law.

B. Permit and Reporting Violations: The Contractor shall be responsible for all regulatory penalties and cost related to violations.

i) Indemnity for Loss-and-Expense from Non-Complying Effluent. In the event that any Effluent discharged by the Contractor fails to comply with the requirements of subsections (A) of this Section ("Non-Complying Effluent"), except to the extent such failure of compliance is caused by an Uncontrollable Circumstance, the Contractor shall indemnify, defend and hold harmless the County and the County Indemnitees in accordance with ARTICLE 22 from the Loss-and-Expense of any tort, fine, environmental or other liability resulting from the discharge of such Non-Complying Effluent. This indemnity shall extend to any liability resulting from property loss or damage or death or personal injury suffered or alleged to be suffered by any person from exposure to such Non-Complying Effluent based on any theory of recovery, including theories of toxic tort or environmental impairment. The Loss-and-Expense to which the indemnity provided in this Section extends shall not be construed to constitute consequential or other damages as set forth in Section 6.8, as to which both parties have waived any rights of recovery.

ii) **Change in Law Affecting Effluent.** The parties acknowledge that a Change in Law may affect Effluent standards or impose more stringent requirements relating to equipment or processes than those established hereunder as of the Contract Date. In the event a Change in Law occurs, the Contractor shall not be entitled to performance relief or additional compensation hereunder unless such Change in Law imposes a regulatory standard or operating requirement with respect to any particular Effluent characteristic or parameter which is more stringent or burdensome to comply with than the Contract Standards applicable to such characteristic or parameter, or requires equipment or processes not then in place or practiced at the Managed Assets.

C. **Failure to Meet Effluent Requirements.** Failure to meet NPDES Effluent Requirements for two consecutive months or three times in a 12 month period constitutes an event of default by the Contractor unless caused by Uncontrollable Circumstances.

## **2.2.2 Odor Control**

**Contractor shall maintain the facilities to have no odor complaints.**

### **2.2.2.1 Equipment Odor Control**

Specific requirements of the equipment operations are as follows:

- Ensure all odor control equipment and systems are operated and maintained at Bench Marked/ Manufacturer O & M standards at all times.
- Ensure Continuous monitoring and data recording.
- Sludge trailer shall not be stored on site in a manner that causes the generation of odor within the facilities.

### **2.2.2.2 Housekeeping**

Housekeeping shall be maintained in a manner so as not to contribute any odor. All chemicals and sludge spills shall be cleaned immediately. All trash and grit shall be removed to minimize the likelihood of the odor generation.

### **2.2.2.3 Pump Station Odor Requirements**

The Contractor shall operate, maintain, and manage the Pump Stations to insure there are no odor complaints. In the event there are complaints, the Contractor shall take all steps necessary to eliminate the odor and odor complaints.

### **2.2.2.4 ODOR CONTROL REQUIREMENTS**

i) **Applicable Law Limits.** Except to the extent relieved as provided under definition of excessive Influent, in operating the Managed Assets the Contractor shall comply with all limits and requirements established by Applicable Law with respect to odor control.

ii) Contract Limits. In addition to its obligation to comply with odor limits and requirements imposed by Applicable Law and except to the extent relieved as provided in Section 52.6, the Contractor shall operate and maintain the Managed Assets in compliance with the Odor Requirements as set forth in Exhibit 2.

iii) Odor Control Practices Report. The Contractor shall submit, as part of the monthly operations report, a monthly odor control practices report to the County which includes: (1) a listing of all odor complaints received during the month, with name, address, and nature of complaint; (2) all investigations conducted and actions taken or planned in response to such complaints; (3) evidence showing compliance with the odor control operating practices required by this Contract; (4) the quantity of odor control chemicals used during the month; (5) the duration of time that each load of Residuals remained on the Site after being produced; (6) the health of the microbes in the aeration system components of the Managed Assets; and (7) such other matters pertaining to odor control as the County may require from time to time.

iv) Odor Incident. An "Odor Incident" for purposes of this Service Contract is an odor condition of limited duration emanating from the Managed Assets, to the extent not caused by Uncontrollable Circumstances or the County Fault, which by its intensity is offensive and repulsive to members of the surrounding community with a normal sense of smell.

v) Indicator of an Odor Condition. Factors which may be relevant to the determination of an odor condition which may constitute an Odor Incident include without limitation, the number, frequency, legitimacy and forcefulness of odor complaints logged, non-compliance with the requirements contained in Exhibit 2.2.2, the size of the area or magnitude of the number of individuals affected, and the degree of impact on the individuals affected, with consideration being given to the Contractor's recent record of performance of managing the Managed Assets to control odor.

vi) Odor Citations. After the third citation for a single facility or a total of six citations in a 12 month period at all the facilities, the County may issue a Default notice pursuant to Article 52.3 of the Contract.

## **2.3 DEWATERING AND SLUDGE PERFORMANCE REQUIREMENTS**

All Sludge processing shall meet at a minimum 40 CFR Part 503, Subparts C and D, Method 9095 Paint Filter Liquid Test as described in "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" (EPA Publication No. SW-846), and any Georgia regulations applicable to landfill disposal

of Sludge. The dewatering system shall meet the following Performance Requirements:

- Dewatering Equipment availability must be maintained pursuant to
- Exhibit 2, Section 2.4.
- Plant Mass Balance shall not exceed 20% of the design limits
- Failure to maintain the Mass Balance Requirement for two consecutive months shall constitute noncompliance of the Performance Requirements.

## **2.4 MAINTENANCE REQUIREMENTS**

The Contractor shall maintain each Managed Asset to ensure a minimum of 90% equipment availability for each individual system, e.g. pumping system, biological system, solid dewatering system, disinfectant system, chemical feed system, grit removal, etc.

(A) All equipment must be repaired/ replaced and placed back in service within 60 days. Failure to meet the requirements for two consecutive months, three times in any twelve month period shall constitute non- compliance of the Performance Requirements.

(B) Pump station wet well, plant influent channels, scum wells, and grit channels shall be cleaned quarterly. Failure to meet the requirements for two consecutive quarters, in any twelve month period shall constitute non-compliance of the Performance Requirements.

## **2.5 Building and Ground Maintenance Requirements:**

The Contractor shall maintain the aesthetic quality and general requirement for Building and Ground Maintenance of the Managed Assets as referenced in Exhibit 12. The County may issue a citation for failure to meet requirements. Three citations for a single facility or a total of six citations for all the facilities in any 12 month period shall constitute non-compliance of the Performance Requirements.

## **2.6 Noise**

**Contractor shall maintain the facilities to prevent any noise complaint.**

## **2.7 Corrective actions by Fulton County.**

If during its performance of services under the O&M Contract, the Contractor is notified by the County to correct defective or nonconforming services, and the Contractor states or by its action indicates that it is unable or unwilling to proceed with corrective action in a reasonable time; Fulton County may correct the non- conforming services and back-charge the Contractor for all costs incurred. Furthermore, if the County agrees to or is required to perform services for the Contractor, the County may perform those services by the most expeditious means available and deduct the related cost from subsequent invoices.

## **EXHIBIT 3**

# **OPERATION AND MAINTENANCE STANDARDS**

### **3.1 GENERAL**

The Contractor shall operate, maintain and repair/replace the Managed Assets in accordance with the terms and provisions set forth in the Service Contract. The decision-making shall be based on the following overall objectives:

- ☐ Protection of health and welfare
- ☐ Protection of the environment
- ☐ Preservation of the long-term capability of the Managed
- ☐ Maximization of the reliability of the Managed Assets
- ☐ Maximization of the Managed Assets operational efficiency
- ☐ Minimization of operational costs to the County

### **3.2 OPERATIONS AND MAINTENANCE**

The Contractor shall maintain the Managed Assets in good working order and in a neat and orderly condition. The Contractor shall maintain the aesthetic quality of the Managed Assets as originally constructed and subsequently modified. The Contractor shall maintain on behalf of the County all manufacturers' warranties on new equipment purchased, and shall fully cooperate and assist the County, at the Contractor's sole cost and expense, in enforcing existing equipment warranties and guaranties relative to the Managed Assets.

The Contractor is responsible for the operation and maintenance (O&M) of the Managed Assets components set forth in subsequent sections, which are intended to address the major activities required. The following sections, however, are not intended to include all specific activities necessary for meeting the requirements set forth in the Service Contract. The Contractor shall understand and implement O&M requirements, as stated in the O&M manuals, manufacturer's references, and in accordance with Good Industry Practices. The Managed Assets shall be operated, controlled, and supervised by a qualified manager with supervisory authority capable of responding immediately and effectively to any and all anticipated and unanticipated circumstances pursuant to the staffing plan. (See Exhibit 4.2 and Table 4.2)

#### **3.2.1 Septage Receipt**

Septage is accepted at Camp Creek WRF only from Fulton County. No industrial waste is accepted.

#### **3.2.2 Equipment Maintenance**

The Contractor shall keep all equipment in good operating condition and maintain adequate replacement equipment and spare parts in inventory to facilitate the maintenance, repair, and replacement of the Managed Assets in a timely fashion to ensure system reliability. The computerized maintenance management system (CMMS) shall be used to track and administer Managed Assets maintenance and spare parts inventories. Maintenance activities shall be, at a minimum, categorized as follows:

- ☐ Routine aesthetics and inspections and maintenance

- ☐ Safety inspections and maintenance
- ☐ Predictive maintenance
- ☐ Preventive maintenance
- ☐ Corrective maintenance

The Contractor shall operate all Managed Assets and perform all tests and testing as may be required or recommended pursuant to applicable warranties, commercial or industrial standards and federal, State, and local laws, regulations and Permits. The Contractor shall be responsible for promptly notifying the County in the event of any critical equipment failure. The Contractor shall ensure that all protective shields, screens, and other safety devices are in place and fully functional at all times for the protection of the employees and the equipment.

All equipment shall be maintained in an operational condition and shall, at all times, meet the applicable Minimum Equipment Performance Standards pursuant to Exhibit 13. Repairs and replacements shall be conducted within a period of time consistent with Good Industry Practices, or no more than 60 days, whichever is less, unless specifically authorized in writing by the County. Repairs or replacements shall be scheduled in a manner that will not impact the ability of the Managed Assets to meet Performance Requirements. Repair and replacement activities shall not indemnify the Contractor from penalties resulting from the failure to meet Performance Requirements or other permit requirements.

#### **3.2.2.1 Predictive Maintenance**

Predictive maintenance shall be conducted consistent with good industrial practices to minimize the likelihood of equipment failure and preserve the long-term capability of the Managed Assets. The Contractor shall use diagnostic tools including, but not limited to:

- ☐ Vibration analysis
- ☐ Tribology (lubrication)
- ☐ Infrared Thermography
- ☐ Motor current analysis
- ☐ Acoustic emission analysis

Process variables such as temperature, vibration, and amperage shall be tracked using the CMMS to identify statistical trends that predict equipment failure. These analyses will identify present and potential problems and predict when corrective action should be taken.

#### **3.2.2.2 Preventive Maintenance**

Preventative maintenance shall be conducted consistent with good industrial practices to minimize the likelihood of equipment failure and maximize the reliability of the Managed Assets. Preventive maintenance shall include, but not be limited to:

- ☐ Lubrication
- ☐ Maintenance of proper oil levels
- ☐ Drainage of condensate



- ☐ Air filtration cleaning/replacement
- ☐ Verification of proper operation
- ☐ Inspection and replacement of normal wearing parts
- ☐ Overhauls required by manufacturer
- ☐ A plan to minimize emergency repair costs

The maintenance program shall provide the following:

- ☐ Accurate cost projections
- ☐ Maintenance schedule
- ☐ Safety requirements
- ☐ A plan to ensure the reliability of redundant equipment not in service

### **3.2.3 Repair & Replacement of Equipment**

In the event that the replacement of equipment is required, such replacement shall be at least equal to or better than the equipment being replaced in relation to performance service life, durability and functionality. Replacement equipment shall not compromise existing warranties. Equipment renewal shall restore the equipment's performance to a level equal to or greater than its original level. Equipment replaced or renewed shall also meet, at a minimum, the original engineering design specification, the requirements defined in the O&M Manual, and Good Industry Practices, unless otherwise authorized in writing by the County. Disposal of equipment permanently taken out of service shall conform to the requirements specified and all disposal services provided by the Contractor shall be included in the Service Fee.

The objectives of the repair and replacement activities are to maintain the Minimum Equipment Standards including the following:

- ☐ Develop the most economical life-cycle cost approach to repair and replacement.
- ☐ Provide operational flexibility and minimize inconveniences and other impacts to the operation of the Managed Assets.
- ☐ Complete the projects on time and under budget.
- ☐ Decrease long-term maintenance costs.
- ☐ Maximize the benefit of new and emerging technologies on the operation and maintenance of the Managed Assets.
- ☐ Maintain the Managed Assets to preserve the integrity of the facilities.

For repairs or replacements that are estimated to be equal to or greater than \$2,000 (excluding on-site labor), the Contractor shall submit a request to the County prior to undertaking any repair or replacement activities. The request shall include a detailed justification of the proposed repair or replacement that presents a life-cycle cost-benefit analysis as to why the proposed action is the most effective means of meeting the repair and replacement standards. Specifically, the justification shall include and/or demonstrate the following:

- ☐ Design specifications of proposed replacement equipment as compared to the existing equipment.

- ☐ A description and cost assessment of how the change will impact operational flexibility, maintenance, redundancy and emergency planning.
- ☐ An analysis of the capital cost, operational cost, and maintenance cost of the change over the useful life of the equipment or system as compared to the existing equipment.
- ☐ A justification as to why the balance of factors listed above is the most advantageous for the County.
- ☐ A detailed description of all the disadvantages of the proposed change.

#### **3.2.3.1 System Replacement:**

System Replacement shall comply with sound engineering design, construction and improvements practices. All design, construction and improvements shall be certified by state of Georgia licensed Professional Engineer.

The County may reject such request if the proposed repair or replacement does not comply with the Contract Standards.

#### **3.2.4 Odor Control**

The Contractor shall operate and maintain the Managed Assets in a manner that minimizes odors at the facility boundaries to minimize the likelihood of public complaints. The contractor's goal shall be to achieve no odor complaints for the Managed Assets. The odor control efforts, at a minimum, shall include:

- ☐ Managed Assets O&M procedures to minimize the likelihood of odor generation.
- ☐ Operation & Maintenance of all odor control equipment consistent with its intended use and design.
- ☐ Procedures for certifying and documenting odor complaints.

The Contractor shall be responsible for controlling odors within the Managed Assets through the continuous O&M of the odor control equipment in accordance with Manufacturer recommended operating performance criteria for the various systems and equipment.

##### **3.2.4.1 Odor Complaint Records**

The Contractor shall provide capabilities for 24/7 odor complaint notification & response. A record of the number of calls received and documenting information of the odor complaints shall be maintained using a log form that shall include, at a minimum, the following information:

- ☐ Nature of complaint
- ☐ Contact Information
- ☐ Date, time of complaint and location
- ☐ Wind speed and direction, temperature, relative humidity (odor complaints only)
- ☐ Action taken in response

- ☐ Source of complaint (cause)

The Contractor shall be responsible for notifying the County immediately after receiving an odor complaint. Summary of complaints shall be included with each monthly report

#### **3.2.4.2 Odor Response Plan**

The Contractor shall investigate and respond to all odor complaints. The odor response plan shall at minimum include the following:

- ☐ Odor measurement at facility boundaries in ppb level
- ☐ Odor measurement at inlet and out let of air scrubbers
- ☐ Weather conditions/ wind direction/ humidity/ ambient temperature
- ☐ Process control data including flow, mix liquor total suspended solid and dewatering operations
- ☐ Pump station wet well level controls
- ☐ Frequency of wet well cleaning/ grease removal

If complaints and subsequent investigations establish the continued presence of odorous compounds, then the Contractor shall (1) review and, as appropriate, adjust current O&M practices regarding odor control, and (2) in connection therewith, make reasonable efforts to determine and implement a corrective action plan within a reasonable time period.

The Contractor shall recommend necessary capital improvement and give the County opportunity to review and comment upon any capital modification proposed. The notice shall contain sufficient information for the County to determine that the capital modification is reasonably necessary or advantageous to the County. The County will pay when cost exceed \$2,000.00.

If odor complaints persist, and if the Contractor, in the County's opinion, fails to correct an odor situation as agreed to in a corrective action plan, an Independent Engineer and/or odor consultant will be selected by the County, and paid for by the Contractor, to confirm or deny whether the Contractor has fulfilled such obligations. The consultant will compile its findings into a report to be submitted to the County. Such report shall include samples from potential odorous sources from the Managed Assets ranked based on their total odor and/or dilution-to-threshold. The maximum impact of each significant odor source will be determined by dispersion modeling. The modeling impacts will be displayed graphically and numerically. Odor control requirements will be developed from the graphical modeling impacts and source rankings.

#### **3.2.5 Analytical Services**

The Contractor shall perform all applicable testing related to process control and Storm

Water at its own expense. All testing and analytical procedures related to NPDES permit compliance and Industrial Pollution Prevention administration shall be performed by the County. All of the County testing result will be provided to the Contractor within a reasonable timeframe. (See Exhibit 5)

The Contractor shall collect all samples required by applicable regulations, permits and operating reports. The County, at its sole expense, will conduct the necessary analytical tests and may also perform additional testing, requiring the Contractor to take additional samples, as the County deems necessary at no additional charge. To the extent additional testing, sampling, and analytical procedures are required by a Change in Law applicable to the Managed Assets including, but not limited to, any revisions to the NPDES permit or other enforceable instrument, the Contractor shall be responsible for sampling activities and related costs at no additional charge.

Under no conditions shall the Contractor conduct analytical procedures for non-County entities without prior written approval by the County. Furthermore, the County reserves the right to test the Contractor's laboratory equipment performance. The County or a County representative shall be given access to the Contractor's laboratory and equipment at any time to perform analytical activities provided that these activities do not impede the Contractor's ability

to perform the responsibilities defined in the Service Contract. The County shall reimburse the Contractor for any Contractor-owned materials used.

### **3.2.6 Buildings and Grounds Services**

The Contractor shall perform buildings and grounds services to maintain the condition of the Managed Assets and relative to this Agreement throughout the Term pursuant to Exhibits 12. The Managed Assets shall be maintained at a level adequate for the long-term preservation of the capital investment. The Contractor shall at a minimum, perform the following activities relevant to the buildings and grounds but not limited to:

- ☐ Maintain the buildings, including repair and restoration of damaged or deteriorated exterior and interior finishes. Structural damage shall be repaired immediately as required to maintain the integrity of the structure.
- ☐ Maintain grounds and landscaping in an aesthetically attractive and clean condition.
- ☐ Wash all windows twice a year. Keep windows free from dust, dirt and other debris. At a minimum clean and pressure/steam wash parking area and buildings exteriors once a year and as required to keep area free from dust, dirt & debris.
- ☐ Inspect and clean/repair roof drains and gutter as needed.
- ☐ Inspect the roofs regularly to identify any potential leaks. In the event that a leak is detected or observed, the leak shall be repaired within 10 days. If the Contractor fails to repair roof leaks within 10 days; the contractor will be responsible for all damages resulting from the leak, even if the damage exceeds \$2,000.

- ☐ Implement, upon approval of Fulton County, a pest control program consistent with best industry practices and respond immediately to potential pest infestation.
- ☐ Repair plumbing immediately.
- ☐ Maintain and repair electrical, HVAC, Ice Machines and security systems.
- ☐ Damp mop applicable floors as needed with a cleaning solution appropriate for use in the Managed Assets. Immediately clean all spills.
- ☐ Strip applicable floors and apply new floor finish.
- ☐ Wash down wall tiles and clean all other walls.
- ☐ Clean offices and restrooms daily Monday through Friday.
- ☐ Provide paper products and soap for restrooms and break room.
- ☐ Provide for rubbish removal/recycling.
- ☐ Clean any discharges of sludge or other spills immediately.
- ☐ Shampoo carpet once a month and more if required.

### **3.2.7 Painting:**

The Contractor shall have a year round program to paint all the facilities and buildings pursuant to Exhibit 12 and maintain the aesthetic value. All corrosive area shall be coated with protective paint/coatings.

### **3.2.8 Pavement**

The Contractor shall maintain the roadways/parking lots/sidewalk in a manner to ensure safe driving & walking conditions. Paving and restoration work shall be performed in accordance with the current American Association of State Highway and Transportation Officials (AASHTO), Georgia and/or Fulton County Department of Public Works, and Georgia Highway Department standards.

### **3.2.9 Utilities**

The County shall be responsible for supplying and paying for electricity, natural gas, and water at all Managed assets included in this Contract.

### **3.2.10 Treatment of Industrial Wastewater**

The Contractor shall provide Wastewater Services to the County's industrial users pursuant to the Agreement between Fulton County & the customer. The Contractor shall be responsible for monitoring the Managed Assets influent and identifying sources of industrial wastewater that may disrupt the treatment process. The County will consider the information provided by the Contractor and respond accordingly.

The County and appropriate regulatory agencies shall remain responsible for approving any new industrial dischargers. The County shall notify the Contractor if a request to connect to the collection system is received by a new industrial site. The Contractor shall be responsible for treating such wastewater without increase in the Service Fee unless influent flow and loadings result in a variable cost adjustment. (See Exhibit 9)

### **3.2.11 Sludge and Residuals Management and Disposal**

The Contractor shall be responsible for all activities relating to sludge management and disposal and shall be responsible for the collection and disposal of all residuals generated by the Managed Assets operations (i.e. grit, screenings, trash etc.). The Contractor shall schedule pick-up and delivery of dumpsters and tank trucks in a manner that eliminates the storage of full or empty dumpsters or tank trucks on-site. All tank trucks and dumpsters shall be sealed or remain covered to the extent practical at all times. The Contractor shall ensure not to contribute any odor by storing and transporting sludge and residuals from the Managed Assets.

The Contractor shall also be responsible for the collection and disposal of rubbish generated by Managed Assets operations. All rubbish shall be stored in a covered receptacle and emptied to avoid overfilling and/or the generation of odor. The Contractor will comply with the current level of recycling services provided for paper, plastic, and glass. The Contractor shall be responsible for providing and managing recycling receipt.

#### **3.2.12 Pump Stations**

The Contractor shall operate and maintain the related Pump Stations to provide uninterrupted, flow of wastewater through the collection system. The Contractor shall be responsible for inspecting and conducting maintenance of the Pump Stations to ensure their reliability.

The Contractor shall ensure the Pump Stations are up to full operating status, in compliance with all existing laws, ordinances, codes etc. If the Contractor desires to modify existing equipment, operations procedures, or other aspects of the Pump Stations, the Contractor will be required to submit the proposed alternative to the County for review and approval prior to any modification activities. The Contractor shall clean thoroughly wet well for grit, solid and grease quarterly and more frequently if required.

#### **3.2.13 Maintenance of Power Generators**

The Contractor shall operate, supply diesel fuel and exercise the generators pursuant to the manufacturer's recommendation. The Contractor shall be responsible for coordinating the required maintenance and testing the generators pursuant to all warranties.

### **3.3 MANAGED ASSETS AUDITS AND INSPECTIONS**

#### **3.3.1 Managed Assets Audit**

The County will conduct a complete Managed Assets audit to determine the condition of the Managed Assets, once a year and at the end of the contract period. The County may also at its sole discretion, conduct additional periodic audits of the Managed Assets at other times in order to document that the Managed Assets are being maintained consistent with the terms and conditions of the Service Contract. During the audits, equipment performance tests will be conducted on all or selected equipment and the results of the test will be compared to the Minimum Equipment Performance Standards pursuant to Exhibit 13 and Manufacturer performance standards for the new equipment. The Contractor shall provide a detailed description of developing an Equipment Performance Testing Plan in the proposal for

evaluation by the County 6 months from commencement date.

If a piece of equipment is found to be operating at a level less than 80% of the minimum equipment performance standard level, the Contractor shall provide the County with an explanation for the deviation in performance and actions being taken to restore performance to the accepted performance standard level.

### **3.3.2 Managed Assets Periodic Inspections**

During the term, the County will conduct periodic inspections, at its discretion, to determine the condition of the Managed Assets. The periodic inspection will serve as a quick visual inspection of the equipment's condition, operational parameters, housekeeping and grounds maintenance. Should any piece of equipment appear to not be properly maintained or not be able to meet the performance standard the County may require the Contractor to produce adequate documentation to establish the performance level of the equipment.

## **3.4 CMMS**

The Contractor shall install and utilize INFOR 11.0 or latest approved version computerized Maintenance Management System, including the following applications.

- ☐ Inventory of equipment and facility assets configured into the database.
- ☐ Configure database with real-time equipment usage hours, equipment signatures of vibration, temperature, alignment and wear particles, and performance verification algorithms.
- ☐ Automatic initiation of work orders.
- ☐ Obtain predictive and preventive data through facilities automation and monitoring.
- ☐ Track equipment life cycle cost and repair history.
- ☐ Track repair v/s replacement
- ☐ Continuously maintain spare parts inventory.
- ☐ Tracking of equipment warranties.
- ☐ All applications applicable to waste water industry

Contractor shall maintain all the functionalities in INFOR CMMS Module i.e. Asset Management, Work Management, Material Management, Purchasing Management, Inspection Management, Budget Management and Reports. All the annual performance test data shall be incorporated in CMMS.

The Contractor's maintenance management program shall consist of preventive, predictive, corrective maintenance and breakdown maintenance each containing standard maintenance protocols for all activities. Software shall be fully integrated with SCADA GE iFIX. License shall be in the County's name and have full access.

## **EXHIBIT 4**

### **FACILITIES PLAN**

As part of this procurement, the Contractor shall be required to prepare several comprehensive plans which document the Contractor's and the County objectives of improving Facilities performance. This Schedule outlines the various plans that shall be required. It is recognized that information may not be available to provide all of the details necessary to develop a complete plan. Therefore, the Proposer shall develop comprehensive draft plans that outline the Proposer's approach for the items specified. The customer service and emergency response plans shall be completed prior to the Commencement Date.

- ☐ Customer Service Plan
- ☐ Emergency Response & Disaster Preparedness Plan
- ☐ Transition Plan
- ☐ Staffing Plan
- ☐ Training Plan
- ☐ Operations and Maintenance Plan
- ☐ Safety Plan
- ☐ Security Plan
- ☐ Odor Control Plan
- ☐ Equipment Performance Testing Plan

#### **4.1 CUSTOMER SERVICE/ EMERGENCY RESPONSE & DISASTER PREPAREDNESS PLAN**

The Contractor shall respond promptly (within one (1) hour and in a reasonable manner to all customer complaints pertaining to the Facilities in accordance with this Agreement. The Contractor shall notify the County of any activity, problem, or circumstance of which it becomes aware and threatens the safety, health, or welfare of the customers of the Facilities. The Contractor shall maintain a complete log with the start and end date and time of all problems and emergencies identified and measures and response time taken by the Contractor to remedy such problems and emergencies.

The Contractor shall develop emergency operations procedures, including on-call backup capability to be utilized during an emergency event based on EPA Vulnerability Assessment Plan. As part of the Emergency Response Plan, emergency operations procedures shall be developed to address at a minimum:

- ☐ Chemical spills
- ☐ Personal emergencies
- ☐ Fires and explosions
- ☐ Violence at Work Place and Terrorism
- ☐ Pipe, valve or pump failure
- ☐ Equipment and process failure
- ☐ Power failure
- ☐ Acts of God (i.e., hurricane, wind storms and floods)
- ☐ Wastewater bypass discharges



- ☐ Emergency telephone numbers
- ☐ Emergency equipment inventory
- ☐ Records preservation
- ☐ Coordinating instructions with public safety agencies
- ☐ Consent Agreement(s) operational requirements.

## **4.2 STAFFING PLAN**

The Contractor shall provide staff qualified and experienced in the operation, maintenance, and management of wastewater treatment systems similar in nature and character to the Facilities in accordance with the terms and conditions defined in the Agreement. The Contractor shall also provide additional third party support, on an as needed basis, to perform its duties and obligations of this Agreement. Such third parties shall be equally qualified for the specific services to be performed. The Contractor is responsible for maintaining the required number of staff and third party contractors as deemed appropriate to operate, maintain and manage the Facilities in accordance with the provisions and terms of this Agreement. The Contractor's organizational structure must include an overall project manager to whom all plant Manager's report. The Contractor's Project Manager will be the primary liaison between the County and the Contractor. Staffing Standards are included in Table 4.2. The Contractor shall provide:

- ☐ Qualified management, supervisory, technical, operations, and maintenance personnel. All of the Operations & Maintenance staff shall be the Primary contractor's employees.
- ☐ Properly licensed and certified personnel hired or contracted by the Contractor to perform the services required.
- ☐ Specialists, as necessary, for process control, instrumentation, troubleshooting, emergency management, and other similar activities,
- ☐ Office and clerical support staff.
- ☐ Technical support to provide on-call backup and process expertise for process control, management, maintenance, and Facilities repair, as necessary, to support operations and management staff in performing the services of this Agreement.

**Table 4.2**  
**Minimum Staffing Requirements**

**Project Manager, GA Waste Water Class 1 - 1**  
**Maintenance Manager, GA Collection System Operator – 1**  
**Office Assistant – 1**

**Camp Creek WRF**

- Georgia WW Licensed Class I Plant Manager-1
- Georgia WW Licensed Operators- Minimum of 3 operators during day shift and 2 Operators during off shifts 5 days a week, 2 operators per shift during weekends.
- Two Operators In Training (OIT)

**Little Bear WRF: is manned from Camp Creek WRF**

**Maintenance Staff: WRF & Pump Stations**

- Maintenance Lead - 2
- High Voltage Electrician -1
- Mechanical Maintenance – 3
- Technician In Training
- CMMS Specialist -1

Camp Creek WRF may require extra housekeeping staff to maintain SFMOC. Events will be organized in the evenings as well as during the day. The Contractor shall maintain the SFMOC and facilities 7 days/week in neat and orderly fashion.

All of the Operations & Maintenance staff shall be the Primary contractor's employees

**The Contractor may outsource Repair and Replacement services.**

**All Maintenance staff requires having GA Waste Water collection system License.**

#### **4.2.1 Job Specification – See Exhibit 10**

#### **4.2.2 Staffing Plan**

Proposed Project Manager, Plant Managers, and Maintenance Manager shall be submitted in the proposal.

Within 10 workings days after Award of Contract, the Contractor shall submit to the County, for approval, a complete staffing plan for the personnel requirements during both the transition phase and full scale operations. The Contractor shall include, at a minimum, the following information, in accordance with the provisions of this Agreement:

- Organization chart
- List of all personnel required for the Facilities, with contact telephone numbers
- Job classifications and wage rates (including benefits, Profits & Overhead)
- Number of staff required for the transition phase and full scale operations.
- Resumes of personnel employed within the Facilities to demonstrate qualifications to perform assignment.

The Contractor shall notify the County of any changes in personnel within 10 days prior to the effective date of such personnel change. Fulton County shall participate in the selection and approval of the Project Manager, Operations Manager, Plant Manager and Maintenance Manager. Furthermore, Fulton County shall have the right to direct the replacement of the Project Manager or Plant Manager or Maintenance Manager at any time, and have the right to refuse the hiring of proposed candidates for all the positions.

On an annual basis, the Contractor must provide the County a list of current employees, assigned to Fulton County Facilities pursuant to the Contract with a summary of their qualifications and current certifications and current Licenses.. It is the responsibilities of the Contractor to have all certified employees maintain their certification/ Licenses throughout the duration of the Contract.

After the County's approval of the Contractor's staffing plan, any vacancies that occur must be refilled within 30 days. If the vacancy is not refilled within 60 days, the County will deduct from subsequent invoices the value of the vacant position's salary, fringes and overhead for the period. If the position has not been filled at the end of 90 days, the Contractor will be considered in violation of the terms of the Agreement. If the position is left unfilled for 90 days, it will be considered a permanent reduction in staff. Any permanent reduction in staff must be approved by the County and will result in a permanent reduction in cost to the County equal to the eliminated position's salary, fringes and overhead. Substitute employee shall be in

place for any employee on FMLA, short and long term disability. County shall be notified within 10 days any such leave.

#### **4.4 TRAINING PROGRAMS**

The Contractor shall provide relative training programs for all personnel employed. Such training, shall include, but not be limited to, modern wastewater process control, equipment operations, repair, and maintenance, sampling and analytical procedures, regulatory requirements, supervisory skills, and safety and occupational health procedures. The Contractor shall maintain records of all training programs. Storm Water and Defensive Driving training shall be included in the training program. The Contractor will provide training opportunities for Fulton County employees as part of its in-house training program. These opportunities must be offered at least semi-annually and be pre-approved for re-certification points by the Georgia State Board of Examiners.

No later than 60 days after the Contract Date, the Contractor shall submit five copies of a draft Operator Training Plan (Training Plan) for review and comment by the County. The Training Plan shall clearly define the classroom and hands-on training curriculum for each position.

Calendar dates and milestones shall be assigned to each portion of the training schedule.

The County will review the draft Training Plan and provide comments within 30 days of the submittal. The Contractor shall submit five copies of a final version of the Training Plan incorporating changes relative to the County comments 30 days following the return of the draft version. A summary of all training activities must be updated annually and documented to the County in the Annual Operating Report. The proposed annual training program shall be submitted to the County in each January outlining all training programs for the entire year.

#### **4.5 OPERATIONS AND MAINTENANCE PLAN**

The Contractor shall prepare and submit to the County for approval a comprehensive Operation and Maintenance Plan (O&M Plan) within 60 days after Commencement Date. The O&M Plan shall specify all procedures and tests to be conducted for the operation and maintenance of the Managed Assets, inclusive of all facilities and Equipment. The O&M Plan shall be a comprehensive manual organized into separate sections addressing each of the facilities, unit processes and auxiliary Facilities equipment. Grounds and building maintenance shall also be included. At a minimum, the O&M Plan shall include the following:

- ☐ Preventive & Predictive (P & P) maintenance schedule for all major equipment, schedule of expected shutdowns relative to major system P & P maintenance.
- ☐ Copies of all permits, licenses, and other regulatory documents relative to the O&M of the Managed Assets.
- ☐ Standard Operating Procedures (SOP's) for all major equipment within the Facilities during start-up, normal, alternate and emergency operation modes.

- ☐ Equipment and Facilities manufacturers, suppliers O&M manuals.
- ☐ Forms and checklists to be used to monitor O&M of the Managed Assets.
- ☐ Monitoring and reporting requirements.
- ☐ Updates to the O&M Plan.
- ☐ Wet well periodical cleaning plan.
- ☐ Corrective Maintenance Plan for major equipment.
- ☐ Painting Plan

The O&M Plan shall include a detailed written explanation of the following:

- ☐ All plant processes and pump stations including its purpose and normal operating parameters.
- ☐ Equipment summary including nameplate data, supplier/local representative, and manufacturer.
- ☐ Description of instrumentation and control system, including an alarm summary.
- ☐ Description of normal operations including startup and shutdown, adjustment of variable functions and settings, interface with other plant systems, routine monitoring checklists and record keeping forms.
- ☐ Maintenance, including predictive and preventative maintenance for process functions such as cleaning and hose down, flushing and inspection; mechanical functions, such as changing lubricating fluids and filters, checking rotating equipment balance, and changing valve seals and packing; electrical functions, such as checking tightness of wiring terminal connections, exercising breakers, and recalibrating meters; instrument and control functions, such as sensor calibrations; and structural maintenance, such as crack repairs and restoration of surface corrosion protection Systems.
- ☐ Troubleshooting Facilities malfunctions.

The County will review the draft O & M Plan and provide comments within 30 days of the submittal. The Contractor shall submit five copies of a final version of the O & M Plan incorporating changes relative to the County comments 30 days following the return of the draft version. The O & M Plan must be updated annually and earlier if required.

#### **4.6 SAFETY AND SECURITY PLAN**

The Contractor shall provide for and maintain a secure and safe within all Managed Assets. The Contractor shall develop and submit to the County a safety and security plan within 30 days after the Contract Date. The Contractor shall be responsible and obligated to enforce all safety, security, and health laws, rules, regulations, and/or procedures. Any and all persons entering the facilities shall be identified and provide appropriate documentation of authorization to have access to the Facilities. The Contractor is responsible for providing the appropriate procedures to maintain a log of any and

all persons accessing the Facilities.

The structural integrity of the fences shall be maintained and kept in neat order. Gates access points, and doors to the facilities and structures in the Facilities shall be kept secured. Entrance to such facilities and structures shall be protected against unauthorized entry. The Contractor is responsible for maintaining security alarms in working order.

The Contractor shall have the sole responsibility for the security of the Managed Assets.

## **EXHIBIT 5**

# **SAMPLING AND TESTING STANDARDS**

### **5.1 SAMPLING AND TESTING OVERVIEW**

The County considers maintaining regulatory compliance requirements, the most critical objective regarding operations of the Managed Assets. The Contractor will establish a Sampling Plan for the purpose of maintaining regulatory compliance. The Contractor will conduct a comprehensive regulatory compliance audit of the wastewater facilities to become familiar with all regulatory compliance and contractual requirements. The Contractor will consult the County management personnel to clarify issues as necessary. The audit results will be used as the basis for finalizing comprehensive regulatory compliance procedures. The compliance sampling procedures will be integrated with other related procedures, to form the comprehensive operations and maintenance management strategy for the Managed Assets.

### **5.2 SAMPLING AND TESTING LOCATIONS**

The County has identified the following minimum compliance and related sampling and testing locations regarding the Managed Assets.

- ☐ Influent, sampled at a location representative of all flows entering the Facility from each of the inlet channels prior to primary treatment, leachate and septage accepted for treatment at the Facility and at a location designated pursuant to NPDES permit.
- ☐ Effluent – sampled at a location pursuant the NPDES permit.
- ☐ Process Control – sampling and testing at locations and frequencies determined by operations personnel and general industry practice to ensure consistent efficiency and effectiveness of treatment system.
- ☐ Sludge – dewatered mixed primary and waste activated sludge will be sampled prior to final transportation. Testing will be performed in accordance with regulatory requirements.
- ☐ Other – additional sampling and testing may be required at locations as determined by the Contractor or requested by the County.

### **5.3 LABORATORIES SERVICES**

The County laboratories operate in-house and/or use the services of independent outside laboratories to conduct process control and various regulatory analyses. Various compliance, process control and contract related analyses are conducted in the County's laboratories. The laboratory maintains State certification for a number of specific parameter analyses. The Contractor shall provide all required samples to the County Laboratories for testing in compliance with NPDES permit requirements. Storm Water permits sampling and analysis shall be the contractor's responsibility. **Contractor shall be responsible for Annual PPScans & WET Tests, Long Term BOD tests and any test related to Permit Renewal.**

### **5.3.1 Use of County Lab**

The use of the County Lab for NPDES testing is required unless the County desires to use an independent outside laboratory to provide such services. All the test results will be reported normally within 48 hours but not to exceed 8 business days.

### **5.3.2 Independent Out-side Lab**

In the event that the Contractor desires to conduct testing of laboratory results provided by the County, of any material from the managed assets for purposes of confirmation, all test performed at an outside laboratory will be at the Contractor's expense unless authorized otherwise by the County in writing. The selected laboratory shall be certified in a manner whereby the results of the analyses will be accepted by the State of Georgia for NPDES Compliance.

## **5.4 SAMPLING AND TESTING STANDARDS**

A written Quality Assurance (QA) plan covering all Sampling Operations shall be developed by the Contractor and shall be in full compliance with the County Laboratory & NPDES Directives and will be available for inspection by the County and EDP. Copies of the QA Plan will be readily available at all process and the County laboratories.

At a minimum, the QA Plan should maintain detailed information on the following:

1. A description of sampling protocols, sample chain of custody procedures, sample preservation, storage and holding times for sample analysis. These standards shall match the standards required by the County.
2. A statement of policies covering the following:
  - a. Sampling Instrument and equipment maintenance.
  - b. Operations service logs.

Specific quality control acceptance criteria and corrective action procedures shall be contained in written methods of analysis or standard operating procedures (SOPs). These and other sampling and testing SOPs shall be maintained by the Contractor.

## **5.5 SAMPLING AND TESTING REPORTS**

The Contractor will provide the County with periodic reports as identified under the Operations and Maintenance Standards section of the Service Contract, Exhibit 3.2.5. The periodic reports shall include the following:

- ☐ A monthly summary of all sampling, testing and laboratory result related to all material from the managed assets;
- ☐ A monthly summary of the quantities and characteristics of Influent and Effluent.
- ☐ An annual summary of the information contained in the monthly sampling, testing & laboratory reports.



## **EXHIBIT 6**

### **EXIT TRANSITION PLAN**

At the end of the Service Contract the Contractor shall provide all services necessary for a smooth, uninterrupted transition of service to the County or its new contractor. The Contractor shall prepare an Exit Transition Plan describing such services and provide the Plan to the County within 180 days after the Commencement Date. Contract shall also provide a Transition Plan within 15 days from award of the contract for smooth transition of services from current contractor. The objectives of the Exit Transition Plan are to:

- ☐ Preserve and protect the Managed Assets and all related equipment and tools;
- ☐ Leave the Managed Assets in a neat and orderly condition;
- ☐ Provide the County all material documentation, books, and records that are relevant to the continued operation and maintenance of the Managed Assets;
- ☐ Minimized transition costs for the Contractor and the County; and
- ☐ Full cooperation with the County to ensure the efficient and effective transfer of the Managed Assets.
- ☐ Full financial reconciliation of the Contractor's response pursuant to the terms and conditions of the Service Contract.

The Exit Transition Plan shall include at a minimum:

- ☐ Weekly meetings with the County to discuss operations and maintenance activities at least three months prior to the end date;
- ☐ List of all documents developed by the Contractor during the Term of the Service Contract to perform the Management Services;
- ☐ List of all reports, records and tests prepared by the Contractor in relations to the O&M of the Managed Assets.
- ☐ List of equipment vendors, equipment under warranty and vendor manuals
- ☐ Account information for all utility relative to the O&M of the Managed Assets.
- ☐ list regulatory permits;
- ☐ A list of all capital improvements/modifications.
- ☐ Inventory of chemicals, consumables and spare parts available to the Contractor at the commencement date.
- ☐ List of software and hardware relative to the O&M of the Managed Assets.
- ☐ A description of the process for transitioning the Managed Assets including equipment status, chemical/supplies procurement.

The Exit Transition Plan shall be updated annually to reflect changes in any of the services and information.

# EXHIBIT 7

## TRUCKED-IN MATERIAL PROTOCOL

### 7.1 ACCEPTANCE OF TRUCKED-IN MATERIAL

The materials that may be received at the Plant, via truck, for disposal consist of Trucked-In Material which includes, but is not limited to Septage, landfill leachate and contaminated ground water. All Trucked-In-Material shall be discharged into the septage receiving station.

No Trucked-In Material will be accepted for disposal without: (1) the prior approval of the County; (2) a consummated agreement with either the generator or transporter of the Trucked-In Material and the Company, which agreement shall be in a form approved by the County; (3) pre-arranged appointment set up with the Company for each hauler to discharge Trucked-in-Materials at a designated time; and 4) proper payment has been received.

The Company reserves the right to refuse acceptance of any such load(s) of Trucked-In Material based on the criteria established in the specific disposal contract language to be agreed upon in advance, by the Company and the generator or transporter.

The generator or transporter shall perform sampling and testing of the Trucked-In Material prior to its being allowed to off-load at the Plant, and shall maintain complete records thereof. The generator or transporter shall provide the Company with a copy of such records prior to the off-loading of the Truck-In Material. The records provided to the Company shall be certified by the generator or transporter by affidavit, signed under penalty of perjury. The Company shall perform any sampling and analysis required immediately prior to authorized off-loading. The Company shall remit all payments received to the County with the necessary records. No Trucked-In Material will be permitted to off-load at the Plant unless and until all sampling and testing is accomplished to the satisfaction of the Company.

The below stated prohibitive standards (section 23.2) are in-place to provide protection for the plant. The Company shall be responsible to insure that all trucked-in material discharges to the plant specifically meet the prohibitive standards:

- 1) temperature not greater than 104 F (40 C)
- 2) pH between 5.0 and 11.0

In the event that trucked-in material is suspect or following a trucked-in discharge the plant exhibits upset conditions the Company shall notify the County of their concerns and subsequent discharges by the suspected hauler will be tested and must meet the criteria in this appendix. The County shall be responsible for notifying the hauler of the requirement for testing. The Company will not accept any additional loads from the suspected hauler until notified by the County of the haulers acceptability.

## 7.2 COUNTY'S TRUCKED-IN MATERIAL CRITERIA

The discharge of all trucked-in material will be transferred at the pretreatment basins, in the manhole at the influent bar screen area or at a specific point so designated in the Improved Plant. All hauled-in material is subject to sampling and the hauler may not be allowed to discharge until the analysis of the material is complete. The County (via its contractor, in accordance with provision of the service contract) reserves the right to refuse permission to discharge any material

The following general prohibitive standards apply to any and all loads to be discharged.

- A. Having a temperature higher than 104 F (40 C);
- B. Containing more than 100 ppm by weight of fats oils, and grease;
- C. Containing any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquids, solids or gases; and in no case pollutants with a closed cup flashpoint of less than one hundred forty (140) F (60 C), or pollutants which cause an exceedance of 10 percent of the Lower Explosive Limit (LEL) at any point the POTW.
- D. Containing any garbage that has not been ground by household type or other suitable garbage grinders;
- E. Containing any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags feathers, tar, plastics, wood, paunch, manure, or any other solids or viscous substance capable of causing obstructions or other interferences with proper operation of the sewer system.
- F. Having a pH lower than 5.0 or higher than 11.0, or having any other corrosive property capable of causing damage or hazards to structure, equipment or personnel of the sewer system;
- G. Containing toxic or poisonous substances in sufficient quantity to injure or interfere with any wastewater treatment process, to constitute hazards to humans or animals, or to create any hazard in waters, which receive treated effluent from the sewer system treatment plant. Toxic wastes shall include, but are not limited to wastes containing cyanide, chromium, cadmium, mercury, copper, and nickel ions;
- H. Containing noxious or malodorous gases or substances capable of creating a public nuisance; including pollutants which result in the presence of toxic gases, vapors, or fumes;
- I. Containing solids of such character and quantity that special and unusual attention is required for their handling;
- J. Containing any substance which may affect the treatment plant's effluent and cause violation of the NPDES permit requirements;
- K. Containing any substance which would cause the treatment plant to be in

noncompliance with sludge use, recycle or disposal criteria pursuant to guidelines or regulations developed under section 405 of the Clean Water Act or other regulations or criteria for sludge management and disposal as required by the State.

- L. Containing color which is not removed in the treatment processes;
- M. Containing any medical or infectious wastes;
- N. Containing any radioactive wastes or isotopes; or
- O. Containing any pollutant, including BOD pollutants, released at a flow rate and/or concentration, which would cause interference with the treatment plant.

All waste haulers are prohibited from discharging wastes that exceed the following limitations.

Arsenic	.01 mg/1	Barium	.01 mg/l
Cadmium	.015 mg/1	Chromium	.014 mg/1
Copper	.015 mg/1	Cyanide	.014 mg/1
Lead	.03 mg/1	Mercury	0 mg/1
Nickel	.05 mg/1	Silver	.01 mg/1
Zinc	.05 mg/1	Selenium	.01 mg/1
Oil and Grease	100 mg/1	Aluminum	0.15 mg/1

## **EXHIBIT 8**

# **MUNICIPAL/INDUSTRIAL PRETREATMENT PROGRAM**

The County shall be responsible for the administration and enforcement of all aspects of Industrial Pretreatment Program in accordance with the law.

In the event the Contractor determines that an Upset has occurred or Excessive Influent has been received at the Plants due to an IPP violation, or the Contractor otherwise has knowledge or reasonably believes that the IPP is being or has been violated, the Contractor shall immediately notify the County, commence an investigation to reasonably determine whether a violation of the IPP has occurred and, if such a violation has occurred, the identity of the source.

**EXHIBIT 9**  
**COST PROPOSAL FORMS**

**SEE SECTION 3, PROPOSAL REQUIREMENTS OF THIS RFP**

## **EXHIBIT 10**

### **JOB SPECIFICATIONS**

The contractor shall maintain the minimum staffing level, their qualification and license requirement described in Exhibit 4.2.1 and Table 4.2. Job specification related to various positions is as follows:

#### **Project Manager**

**Supervises:** Operations Manager, Plant Managers, Maintenance Managers and multiple Operations and Maintenance Supervisors,

#### **General Statement**

The Project Manager is responsible for the operation of a large project that may have multiple facilities.

#### **Essential Duties and Responsibilities**

- ☐ Meets all contractual and regulatory requirements on a very large project, typically meaning a complex project that is larger than five million dollars a year
- ☐ Responsible for the overall management and leadership of the project
- ☐ Responsible for the planning, organization, operations, maintenance, and improvement of the facility or facilities
- ☐ Responsible for maintaining the operation process control including compliance with regulatory agencies
- ☐ Directs the development and administration of a large, complex project budget and financial plan
- ☐ Provides leadership in the quality process
- ☐ Develops the annual Project Business Plan
- ☐ Provides leadership and management for all personnel functions including staffing, compensation, training and development, progressive discipline, rewards and recognition and termination in accordance with Standard Policy
- ☐ Communicates effectively, both written and verbally with supervisors and subordinates
- ☐ Administers and monitors operational budgets to attain financial objectives
- ☐ Establishes and monitors objectives for subordinate salaried personnel and performance objectives for treatment plants within his or her responsibility
- ☐ Maintains technical operational skills at the highest level and remains informed of the latest developments in the field
- ☐ Establishes cooperative relationships with subordinates, vendors, contractors, and all others contacted during work assignments
- ☐ Provides primary client relationship with client management and technical personnel and report regularly as to client confidence, satisfaction, and/or problems
- ☐ Implements training programs to develop all levels of associates at regional sites, recommends new training requirements, undertakes to advance professional skills, mentors new project managers and those of the contract operating teams with a written plan
- ☐ Reviews monthly contract service reports for each installation,

advising management as to project status, regulatory agency permit compliance, and technical/plant management attitudes

- ☐ Creates interest and support in the development of cost/savings programs
- ☐ Performs other duties as required and proficient in all the requirements listed in Plant Manager eligibility in this section.

### **Basic Qualifications**

- ☐ High school diploma or GED
- ☐ GA waste Water Class I license
- ☐ 10 years of experience in the operations and maintenance of a large wastewater facility
- ☐ 5 years' experience at a supervisory level and management skills
- ☐ Possess a valid driver's license
- ☐ Use of computer software including but not limited to Microsoft Word, Excel, PowerPoint and Outlook
- ☐ Use of SCADA iFix, CMMS INFOR and Operations HACHWIMS software

### **Preferred Qualifications**

- ☐ B.A. /B.S. degree in Science or Engineering
- ☐ Proficient in use of computer software including but not limited to Microsoft Word, Excel, PowerPoint and Outlook
- ☐ Proficiency in SCADA iFix, CMMS INFOR and Operations HACHWIMS software
- ☐ Demonstrated interpersonal relations and personnel management skills

### **Working Conditions & Physical Requirements**

The work area can involve a working environment indoors as well as outdoors, which could cause exposure to outdoor elements; proper environmental attire will be required. Some areas can have loud noise, active machinery, high pressure fluid systems, electrical equipment, confined spaces, heights and depths, fumes, air borne particles, noxious gases, pathogens and various chemicals. The use of appropriate safety equipment will be mandatory in these areas to prevent hazardous contact.

Must be able to sit, stand, stoop, twist and bend at the waist, turn, kneel, squat, raise arms above shoulder height, grasp, reach, perform repetitive hand movements and fine coordination when preparing reports and using a computer keyboard, have vision sufficient to read computer screens, printed documents and operate office equipment, have hearing in the normal range with or without correction. Must be able to transport self across the facility and infrequently lift and/or move up to 25 pounds.



## **Wastewater Plant Manager**

Reports to; Project Manager

**JOB SUMMARY:** Incumbent in this class performs process duties related to overseeing all wastewater treatment plant functions and ensuring compliance with environmental and other applicable regulations. Responsibilities include managing assigned staff, developing and monitoring assigned area budget, approving operating expenditures, and serving as a liaison to the general public.

**DISTINGUISHING CHARACTERISTICS:** Wastewater Plant Manager manages assigned staff, exercises full budget and purchasing approval authority for assigned area, and assumes responsibility for maintaining operational compliance with regulations.

**ESSENTIAL DUTIES:** (This list is a representative sample: position assignments may vary.)

- ☐ Manages assigned staff, including establishing workloads, prioritizing work assignments, evaluating employee performance, interpreting and enforcing policies and procedures, resolving staff conflicts, and administering disciplinary action as required.
- ☐ Develops and monitors assigned area budget.
- ☐ Serves as a liaison to the general public to ensure positive community relationships and responds to inquiries from the public and media.
- ☐ Approves purchases and procures parts and supplies.
- ☐ Analyzes waste water sample reports, determines necessary flow and other changes, and directs procedural and operational changes as required.
- ☐ Oversees the maintenance of electrical, instrumentation and mechanical equipment and determines effective solutions for repair or replacement of problem equipment.
- ☐ Provides instruction to assigned staff on policies, procedures, and regulations governing treatment plant operations.
- ☐ Prepares bid specifications for new collection or services and oversees construction services.
- ☐ Prepares statistical reports. Reviews engineering design for new facilities and recommends changes needed for operational efficiency and safety.

**KNOWLEDGE:** (position requirements at entry):

- ☐ Principles and practices of management and supervision;
- ☐ Principles and practices of budget development and administration;
- ☐ Federal, state, and local laws, rules, and regulations governing wastewater treatment plant operations;
- ☐ Principles and practices of basic procurement and contract administration;
- ☐ Pumping and control procedures related to area of assignment;
- ☐ Belt press and centrifuge operations;
- ☐ Occupational hazards and safety precautions related to area of assignment;
- ☐ Mechanical, electrical, and hydraulic equipment related to area of assignment;
- ☐ Methods and techniques used in testing wastewater and implementing odor controls;
- ☐ Principles and practices of basic engineering;
- ☐ Principles and practices of basic biology and chemistry;

- ☐ Billing practices and procedures related to area of assignment;
- ☐ Personal computers and related software.
- ☐ CMMS INFOR and Operations HACHWIMS software

**SKILLS:** (position requirements at entry):

- ☐ Managing and supervising assigned staff;
- ☐ Organizing and prioritizing work;
- ☐ Developing and managing budgets;
- ☐ Monitoring and approving expenditures;
- ☐ Performing water sampling and analysis;
- ☐ Operating personal computers, including spreadsheet, database, word processing, and presentation software;
- ☐ Resolving problems;
- ☐ Performing preventative maintenance of mechanical, electrical, or hydraulic equipment;
- ☐ Preparing technical and statistical reports;
- ☐ Reading plans and blueprints;
- ☐ Writing bid specifications;
- ☐ Developing effective community relations;
- ☐ Conducting effective presentations;

Communication and interpersonal techniques as applied to interaction with coworkers, supervisor, the general public, etc., sufficient to exchange or convey information and to receive work direction

**EXPERIENCE AND TRAINING:** (position requirements at entry):

Completion of course work equivalent to the academic requirements of a High School diploma or G.E.D. equivalent; and Five (5) years of experience as a Wastewater Operator Senior; and five (5) years supervisory experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

Preferred: BA/ BS degree in Science or Engineering

**LICENSING REQUIREMENTS:** (position requirements at entry):

- ☐ Valid State of Georgia Driver's License;
- ☐ State of Georgia License as a Wastewater Operator I.

**PHYSICAL REQUIREMENTS:**

Positions in this class typically require sitting, standing, walking, grasping, fingering, lifting, carrying, bending, crouching, kneeling, reaching, twisting, pushing, pulling, using foot controls, driving, talking, hearing, and seeing. Work in this class also involves working outside; exposure to adverse weather conditions, odors, moving mechanical parts, chemicals, and diseases; and safety and security risks.

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

## **Maintenance Manager**

**Reports to:** Project Manager/ Plants Manager  
**Supervises:** Maintenance Lead Electrician  
Mechanic  
Utility Worker  
SCADA Technician Instrumentation Technician CMMS Specialist

### **General Statement**

Supervises all preventive and corrective maintenance of water/wastewater treatment plant facilities

### **Essential Duties and Responsibilities**

- ☐ Plans, schedules, and directs maintenance of a wide variety of specialized mechanical and electrical equipment including buildings, structures and grounds
- ☐ Assigns, coordinates and supervises personnel and materials required in the maintenance and repair of wastewater treatment facilities
- ☐ Estimates cost and time for all aspects of maintenance, repair and construction work
- ☐ Diagnoses malfunctions and determines effective courses of action for correcting them
- ☐ Inspects buildings and equipment for needed maintenance and repair
- ☐ Prepares rough sketches of maintenance, repair and construction jobs
- ☐ Ensures the proper use and care of tools, materials, and safety equipment involved in maintenance and repair work
- ☐ Reads, interprets, and works from blueprints, drawings, sketches, plans, specifications, and mechanical illustrations
- ☐ Performs skilled mechanical repair work on wastewater treatment plant engines, pumps, and other equipment
- ☐ Consults with Project Manager in planning workload and assignments
- ☐ Reviews work projects in progress and at completion
- ☐ Develops, implements, and enforces safety regulations and procedures
- ☐ Keeps records of all maintenance work done on equipment, and prepares Routine and special reports
- ☐ Determines remedial action in emergency situations
- ☐ Provides training to less experienced employees
- ☐ Establishes and maintains cooperative relationships with those contacted during the course of work
- ☐ Performs other duties as assigned

### **Basic Qualifications**

- ☐ High school education or GED
- ☐ Five years experience as Lead Technician and Five years at a supervisory level
- ☐ Possess a valid driver's license
- ☐ GA Waste Water Collection System License within one year of Employment.
- ☐ Thorough knowledge of INFOR CMMS and iFix SCADA system.
- ☐ Management and Communication Skills, qualified to read and interprets engineering

drawings.

### **Preferred Qualifications**

- ☐ BA/BS degree in Science or engineering
- ☐ Knowledge of the methods, materials, equipment, and tools used in the construction, repair, and operation of engines, pumps, and other mechanical equipment related to wastewater treatment plant operations and procedures
- ☐ Knowledge of the principles and practices of an effective mechanical, structural, and grounds preventive maintenance program and operations of internal combustion engines and electrical pump motors
- ☐ Basic electrical knowledge involved in working on pumps, motors, and other equipment; equipment, tools, and materials used in maintaining and repairing wastewater treatment plant and related equipment
- ☐ Knowledge in the principles of supervision and training, safety principles and practices, and related state and federal laws and regulations
- ☐ Proficient in the use of computer software including, but not limited to Microsoft Word, Excel, Outlook and Power Point
- ☐ Ability to work independently and as part of a team

### **Working Conditions & Physical Requirements**

The work area can involve a working environment indoors as well as outdoors, which could cause exposure to outdoor elements; proper environmental attire will be required. Some areas can have loud noise, active machinery, high pressure fluid systems, electrical equipment, confined spaces, heights and depths, fumes, air borne particles, noxious gases, pathogens and various chemicals. The use of appropriate safety equipment will be mandatory in these areas to prevent hazardous contact.

Must be able to perform repetitive hand movements and fine coordination when preparing reports and using a computer keyboard; have vision sufficient to read computer screens, printed documents and operate office equipment; have hearing in the normal range with or without correction. Must be able to transport self across the facility and lift and/or move up to 50 pounds.

## **Electrician**

### **General Statement**

Responsible for electrical maintenance and emergency repairs of electrical equipment at the facilities; proposes, prepares, makes modifications, and executes the preventive maintenance program designed for the facilities.

### **Essential Duties and Responsibilities**

- ☐ Reviews or prepares proposed plans and specification for new or replacement equipment
- ☐ Makes recommendations for improvements to existing equipment and facilities
- ☐ Works with management to keep all equipment and buildings in compliance with electrical codes
- ☐ Provides training and supervision to others in the replacement or installation of existing or new equipment
- ☐ Repairs and maintains all facility electrical wiring and fixtures in accordance with blueprints, manuals, and building codes using appropriate hand and electrician's tools
- ☐ Installs and repairs electrical fixtures, apparatus, and control equipment
- ☐ Repairs and maintains major equipment such as motors, generators, and electrical control systems
- ☐ Tests defective equipment to determine the cause of malfunction or failure using standard electrical test equipment
- ☐ Observes functioning of installed facility equipment to detect hazards and need for adjustment, relocation, or replacement
- ☐ Inspects circuits and wiring for specified shielding and grounding and repairs or rewires plant equipment systems according to state building codes and safety regulations
- ☐ Plans layout of new wiring installations
- ☐ Inspects all equipment on a regularly scheduled basis; meets all requirements of the established preventive maintenance program; inspects, maintains, and repairs solid state boiler control systems and electrical switch gear and electric motors
- ☐ Adjust, calibrates, and repairs electrical-pneumatic control systems; inspects electrical-pneumatic systems for emergency repairs; reports and logs all findings
- ☐ Maintains the files necessary to support all maintenance activities
- ☐ Performs other duties as required

### **Basic Qualifications**

- ☐ High school diploma or GED
- ☐ Possess certification as a licensed electrician with at least 3 years of experience as a commercial and/or industrial journeyman electrician
- ☐ GA Waste Water Collection System License within one year
- ☐ Possess a valid Driver's License

### **Preferred Qualifications**

- ☐ Knowledge of the methods, materials, equipment and tools used in the maintenance and repair of advanced mechanical and/or electrical systems
- ☐ Ability to use computers and computer software including, but not limited to

- Microsoft Word, Excel, and Outlook and to enter data into computerized management systems to compose and complete computerize reports.

### **Working Conditions & Physical Requirements**

The work area can involve a working environment indoors as well as outdoors, which could cause exposure to outdoor elements; proper environmental attire will be required. Some areas can have loud noise, active machinery, high pressure fluid systems, electrical equipment, confined spaces, heights and depths, fumes, air borne particles, noxious gases, pathogens and various chemicals. The use of appropriate safety equipment will be mandatory in these areas to prevent hazardous contact.

Must be able to sit, stand, stoop, twist and bend at the waist, turn, kneel, squat, raise arms above shoulder height, grasp, reach, perform repetitive hand movements and fine coordination to work on electrical equipment; have vision sufficient to perform electrical maintenance; have hearing in the normal range with or without correction. In an 8-hour shift must be able to transport self across the facility, ascend and descend stair steps, lift objects up to 50 pounds from floor level to waist height, climb and work off of a ladder or scaffold and climb into and out of vehicles having high ground clearance; use arms and back to tighten and loosen nuts and bolts; carry a 50 pound tool box up a flight of stairs; work in confined spaces and wear and use appropriate safety equipment. Night and weekend shift rotation may be required.

## **Wastewater Mechanic**

**JOB SUMMARY:** Incumbent in this class performs operational duties related to repairing wastewater mechanical equipment. Responsibilities include troubleshooting wastewater equipment; determining schedules and equipment repair requirements; performing preventative maintenance; and installing new and rebuilt pumps, motors, augers, gear drives rollers, controllers, blowers, and heat- exchangers etc.

**DISTINGUISHING CHARACTERISTICS:** Wastewater Mechanic repairs wastewater equipment, inventories materials and provides lead direction to assigned staff in addition to repairing wastewater equipment. Incumbent in this class performs shift work as required.

**ESSENTIAL DUTIES:** (This list is a representative sample: position assignments may vary.)

- ☐ Performs preparatory work, including ensuring all required materials and equipment are available.
- ☐ Performs mechanical duties, including troubleshooting wastewater equipment problems; performing preventative maintenance; inspecting work sites for potential problems; determining scheduling and equipment repair requirements; and installing new and rebuilt pumps, motors, augers, gear drives, rollers, controllers, blowers, and heat-exchangers.
- ☐ Inventories materials and equipment to ensure adequate supply levels.
- ☐ Performs cleanup duties, including cleaning up spills and debris, picking up tools, cleaning work area, and performing touchup work as needed.

**KNOWLEDGE:** (position requirements at entry): Knowledge of:

- ☐ Various types of wastewater mechanical equipment;
- ☐ Methods and techniques used in repairing wastewater mechanical equipment;
- ☐ Tools and equipment used in maintaining/repairing wastewater mechanical equipment;
- ☐ Theories and principles of basic mathematics;
- ☐ Occupational hazards and safety regulations governing wastewater mechanical equipment maintenance/repair activities.

**SKILLS:** (position requirements at entry): Skills in:

- ☐ Maintaining and repairing wastewater mechanical equipment;
- ☐ Applying proper lifting techniques;
- ☐ Performing basic mathematical computations;
- ☐ Using tools and equipment related to wastewater mechanical equipment repair/maintenance;
- ☐ Establishing and maintaining effective working relationships with other County personnel, officials, and the general public;
- ☐ Communication and interpersonal techniques as applied to interaction with coworkers, supervisor, the general public, etc., sufficient to exchange or convey information and to receive work direction.

**EXPERIENCE AND TRAINING:** (position requirements at entry):

Completion of course work equivalent to the academic requirements of a High School diploma or G.E.D. equivalent; and two (2) years of experience operating and repairing wastewater equipment;

or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

**LICENSING REQUIREMENTS:** GA Waste Water Collection System License

- ☐ Valid State of Georgia Driver's License (as required by position assignment).
- ☐ GA Waste Water collection System License within one year

**PHYSICAL REQUIREMENTS:**

Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, mobility, pushing, pulling, lifting, fingering, grasping, feeling, driving, talking, hearing, seeing, and repetitive physical motions. Work in this class also involves exposure to moving mechanical parts.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.



## **Field Instrument Technician**

### **Minimum Qualifications:**

1. ISA Certified Control Systems Technician (CCST) registration or completion of the relevant core courses in the ISA technical skills program.
2. Minimum 5 years of experience installing, starting up, calibrating, and troubleshooting instruments commonly used in wastewater treatment facilities, including but not limited to pressure transmitters, flow switches, dissolved oxygen analyzers, pH analyzers, nutrient analyzers, thermal flow meters, pressure transmitters, magnetic flow transmitters, and combustible gas sensors. Skills shall include troubleshooting electrical control and signal circuits.

## **SCADA System Technician**

### **Minimum Qualifications:**

1. ISA Certified Control Systems Technician (CCST) registration or completion of the relevant core courses in the ISA technical skills program.
2. Successful completion of manufacturer training courses for programming and maintaining PLCs by Allen-Bradley (ControlLogix platform), General Electric (PAC System platform), or Modicon (Quantum) and successful completion of manufacturer training courses for programming HMI software by Intellution.
3. Minimum of 5 years of field experience programming, installing, starting up and troubleshooting networked PLC-based control systems, performing field programming modifications, and programming HMI software by Intellution or Wonderware.

## **EXHIBIT 11**

# **EQUIPMENT AND CHEMICAL INVENTORY**

Within 60 days after Commencement Date, the Contractor shall conduct a physical inventory and prepare an up-to-date report of Equipment and chemicals located throughout the System. The inventory report shall be attached to this Exhibit 6 and contain, but is not limited to, the following information relative to the equipment and chemicals of the System:

- ☐ Detailed description of items
- ☐ Date of purchase
- ☐ Identification number (i.e., serial number), if available
- ☐ Manufacturers name
- ☐ Quantity (i.e., gallons of chemicals)

All inventories are to be considered as part of the project. At the end of the Term of Agreement, an inventory will be replenished to levels equal to the levels at the beginning of the Agreement.

# EXHIBIT 12

## **BUILDING, GROUND MAINTENANCE AND PAINTING**

Contract shall maintain buildings, grounds pursuant to Exhibit 3.2.6. The landscaping and painting at minimum shall meet the criteria in this section.

### **1. LANDSCAPE MAINTENANCE**

#### **1.1. GENERAL**

- A. The maintenance of the project shall be of the highest quality possible. All work to be performed shall be accomplished by experienced personnel.
- B. The section shall cover the requirements for the maintenance of the installed plant materials and irrigation system. It shall set the responsibilities of the Contractor for the maintenance activities.

#### **1.2. SCOPE OF WORK**

- A. Landscape maintenance shall include the complete care and guarantee of all planted trees, shrubs, groundcovers and lawn areas within the limits of work shown on the landscape plans and irrigation plans. The owner shall be insured that the maintenance program will be complete and will result in the maintaining of the quality of the installed plantings and irrigation system.
- B. The Contractor shall take every precaution to prevent saturation of the plant materials during the maintenance period. If necessary he shall create diversion swales, install under drains, and remove tree saucers, etc. in order to insure the proper drainage of the planted areas.

#### **1.3. EXECUTION**

##### **A. PLANTED TREES**

- 1. **Watering:** While the site will be partially irrigated it is the responsibility of the Landscape Contractor to be sure that all trees are receiving adequate water. Should the irrigation system be inoperative the soil around the ball of the tree should be checked at a depth of 12-15" and if no moisture is apparent the tree shall be hand watered. The tree shall be saturated to insure that the root ball is thoroughly wet. Apply reuse water where applicable.
- 2. **Mulch:** A 3" layer of clean pine straw mulch shall be placed around each tree. The Landscape Contractor shall re-mulch the trees at least twice during the one year maintenance period.
- 3. **Abnormal Conditions:** Each week the trees shall be inspected for any abnormal conditions such as insects, web worms, Japanese beetles, etc. Such conditions shall be corrected at once.

4. **Sucker Growth:** All sucker growth shall be removed from the tree three times per year.
5. **Dead Wood:** At least twice per year, preferably in the spring and fall, all trees will be inspected for dead wood and any such wood observed shall be removed from the tree.
6. **Insect Control:** Insecticides shall be applied as necessary to control insects. Any chemicals applied shall be done in accordance with the manufacturer's instructions and shall be used in strict accordance with the requirements of the State, County, and the federal Environmental Protection Agency.
7. **Leaning Trees:** Any trees that are leaning from the proper vertical alignment shall be straightened. They may be straightened by pulling the trees into proper vertical alignment. If they cannot be straightened by pulling, the Landscape Contractor shall dig around the root ball and straighten the tree. When this is done the contractor shall follow all applicable instructions for guying, staking, etc. on the drawings or in Section I of this Specification.
8. **Pruning:** Plants shall be pruned in late winter and again in mid-summer to maintain the proper crown appearance of the trees.
9. **Tree Wrapping:** Tree wrapping shall be maintained about the tree for the first year after its installation. Should insects or other problems require the removal of the tree wrap the appropriate treatment shall be applied and the tree shall be re-wrapped.
10. **Tree Saucers:** All tree saucers shall be maintained as per the landscape details.
11. **Fertilization:** All trees shall be fertilized in accordance with the fertilization chart which follows this section.

## **B. SHRUBS AND GROUNDCOVERS**

1. **Pruning:** Shrubs shall be pruned and/or thinned a minimum of two times per year to adequately maintain the shape and character of the plants. Landscape Contractor shall prune each type of plant at the time most appropriate for its growth cycle.
2. **Mulching:** All shrub and groundcover beds shall be re-mulched at least twice per year. The re-mulching shall be accomplished using fresh clean pine straw applied to a depth of 3".

3. Fertilization: All shrubs shall be fertilized in accordance with the chart at the end of this section.
4. Insecticide: All plants shall be inspected for insects at least every two weeks. Should any insects be found, the Landscape Contractor is directed to determine a plan of action to eliminate the insects and to carry it out immediately. All applicable local, state and federal laws concerning the use of insecticides shall be complied with.
5. Edging: All shrub and groundcover beds shall be edged and trimmed so that a manicured appearance is maintained at all times.
6. Watering: The property will be provided with an irrigation system but it is the responsibility of the Landscape Contractor to monitor the plants and to determine that they are receiving proper moisture.
7. Policing: All trash shall be removed from the shrub and groundcover beds during the routine scheduled maintenance of the site.

**C. LAWN MAINTENANCE**

1. Mowing: The Landscape Contractor shall mow and edge the lawn areas on a 7 days schedule during the months of March through November. During the months of December through February, he shall mow and edge the lawn areas as needed or as requested by the County. Mowing shall be accomplished when the lawn areas are free from excessive moisture. Should rain cause a delay in the scheduled mowing, the Landscape Contractor shall mow the lawn on the first day that the turf is dry enough to allow mowing. The Contractor shall remove from the lawn areas all excess clippings at each mowing.
2. Edging: The curb and plant beds shall be edged at each mowing.
3. Policing: All trash and other foreign matter shall be removed from the lawn and adjacent parking areas at each mowing.
4. Aeration: All lawn areas shall be aerated in the spring and fall of the year utilizing a mechanical aerator.
5. Fertilization: All lawn areas shall be fertilized in the spring prior to the grass beginning to green, once in the summer during vigorous growth, and once in the fall just prior to dormancy. The spring and summer applications shall be a commercial grade fertilizer with an ingredients ratio of 3-1-2. The spring fertilization shall also include a pre-emergent weed killer. The fall application shall have an ingredient ratio of 1-1-3. The fertilizer used shall be a commercial fertilizer approved by the Landscape Architect.
6. Weed Control: The Landscape Contractor shall take all necessary measures to insure that any weed growth is controlled. Any chemical methods utilized shall be applied in conformance with all local, state, and federal regulations.

**D. FERTILIZER**

Commercial fertilizer shall be a complete fertilizer; 50% of nitrogen of which is derived from natural organic sources. Fertilizer shall be delivered to the site in sealed containers which show the weight, chemical analysis, and manufacturers name. It shall always be stored in a weatherproof area so that it will remain dry. Fertilizer for trees, shrubs and groundcovers shall be a slow release type and shall be applied as follows:

Trees and Shrubs    Rate of Application  
March-May 10-10-10 trees-1lb/caliper inch  
May-October 6-10-10 shrubs 1/2 lb/ft. in ht.  
October-March 6-12-12

**E. POLICING**

The Landscape Contractor shall police all grounds, plant beds, parking areas, and sidewalks after each mowing of the lawn during the months of March-November. During the months of December-February the contractor shall police the site every 14 days by blowing clean all parking areas, streets, and sidewalks and removing any and all trash from the shrub beds.

**1.4. IRRIGATION SYSTEM**

- A. The irrigation system shall be in full operation prior to any planting operations beginning on the site.
- B. The Contractor shall set up the initial watering cycles and the proper operation of the system. It shall be the responsibility of the Contractor that the system is operating normally.
- C. Should there be a problem with the system the Contractor shall repair the system within forty-eight (48) hours of such notification.
- D. The Contractor shall be responsible for any damage to the system.
- E. The Contractor shall see that the system is fully winterized by November 1st of the year.

**1.5. Drought**

Drought shall not be an Uncontrollable Circumstance if reuse water is available.

**2. Painting**

Contract shall develop a year round painting plan to protect the structure from moisture and corrosion. All the piping shall be color coded and labeled. Protective coating must be applied to protect walls from erosion and corrosion. Paint shall meet the standards for the specific area. All the facilities shall maintain its aesthetic value. The plan shall be approved by the County and revised yearly.



## EXHIBIT 13

- Camp Creek WRF and Little Bear WRF NPDES Permits
- NPDES Permit Application forms 2A and 2S
- Camp Creek WRF and Little Bear WRF Discharge Monitoring Reports (2011 – 2016)  
Annual Reports (2012 – 2014)
- Storm Water Permit and reports (2015 – 2016)
- Fulton County Sewer Use Ordinance
- EPD Consent Order EPD WQ 5235
- Power bills showing 12 months energy consumptions (2015 – 2016)
- Minimum Equipment standards and Asset Evaluations (2012 – 2015)



## **EXHIBIT 14**

# **PUBLIC EDUCATION AND COMMUNITY OUTREACH PLAN**

**COMMUNITY EDUCATION AND OUTREACH PLAN WILL BE DEVELOPED AND MANAGED BY COUNTY.**