FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

Winner 2000- 2008 Achievement of Excellence in Procurement Award
National Purchasing Institute

Felicia Strong-Whitaker, Interim Director

OUTSTANDING AGENCY ACCREDITATION ACHIEVEMENT AWARD NIGP

March 27, 2009

Re: 09RFP01120K-DJ, Operation & Maintenance Services for Fulton County Wastewater Facilities & Pump Stations

Dear: Proposers

Attached is one (1) copy of Addendum 1, hereby made a part of the above referenced Request for Proposal #09RFP01120K-DJ.

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

Sincerely,

Donna Jenkins

Donna Jenkins
Interim Contracts Administrator

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

1. Two additional exhibits have been added to the contract portion of the document. The following Exhibits are required: Exhibit 16 Proposal Bond and Exhibit 17 Payment Bond. **Exhibit 16 and 17 are attached at the end of this addendum.**

2. Section 2.7, Proposal Evaluation, has been revised to read as follows: All proposals will be evaluated using the criteria specified in Section 4 of this RFP. **Selection will include an analysis of proposals by a selection committee composed of two members from Water Services, Department of Public Works, two Purchasing Staff members and one Finance Staff member** 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.

3. Section 2.8, Disqualification of Operators. The title of this section has been revised to read as **Disqualification of Proposers.**

4. Section 2.11, Proposal Security, has been revised to read as follows: **Each proposal shall include, in a separate sealed envelope, a proposal bond or guaranty in the form of a cashier's check in an amount for 5% of the first year service fee; delete in an amount of $100,000 (One Hundred Thousand Dollars).**

5. Section 1, Introduction, this section has been revised to include the following:
   1.10 Data Room Information
   Documents concerning the Water Reclamation Facilities and the Pumping Stations will be available to Proposers for review in a Data Room to be established in the Department of Purchasing & Contract Compliance at 130 Peachtree Street, Public Safety Building, 1st Floor, Suite 1168, Atlanta, Georgia 30303. The Data Room will be open from 10:00 a.m. to 3:00 p.m., Monday through Friday, beginning on April 6, 2009. Photocopying services will be available through the County's printing service. Proposers will be able to review and tag documents to be photocopied, documents can also be copied and placed on a

CD. A list of the items anticipated to be available in the Data Room is included in Section 10, Appendix 1, included at the end of this addendum. Please contact Donna Jenkins, email: donna.jenkins@fultoncountyga.gov or by phone (404) 612.4213 to schedule.

6. The RFP document was revised to include table of content page numbers and contract. A combined document has been uploaded to the County's website.

EXHIBIT 16
PROPOSAL BOND

PROPOSAL BOND

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Operator shall give a Proposal Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Proposal Bond shall not be less than 5% of the total amount of the first year service fee. No proposal shall be read aloud or considered if a proper proposal bond has not been submitted.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

Each proposal shall include the Proposal Bond in a separate sealed envelope labeled "Proposal Bond".

PROPOSAL BOND

FULTON COUNTY GOVERNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT WE_____

_____

hereinafter called the PRINCIPAL, and _____

_____

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of _____and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of _____ _____Dollars and Cents ($_____) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for **[INSERT PROJECT # AND PROJECT TITLE],** a Proposal;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute the Contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY, and execute sufficient and satisfactory Payment Bond payable to Fulton County Government, in the amount of one hundred percent (100%) of the total contract price in form and with security satisfactory to said Fulton County Government, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay the Fulton County Government, upon demand the amount hereof in good and lawful money of the United State of America, not as a penalty but as liquidated damages; and a irrevocable direct pay letter of credit presentable in Atlanta, Georgia, issued by a United States bank whose long-term debt is rate "A" or better by either Rating Service and which maintains a banking office in the State of Georgia. The Letter of Credit shall be in the amount of equal to **One Year of Service Fee** which amount shall be escalated each Contract Year based on the

Adjustment Factor, shall be for a term of one year, shall be continuously renewed, extended or replaced so that it remains in effect until 180 days after the Termination Date. to the COUNTY, in form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Proposal Bond in the approved form, in the amount of _____
_____Dollars
($_____) being in the amount not be less than 5% of the total amount of the first year service fee. The money payable on this bond shall be paid to the COUNTY, for the failure of the Proposer to execute a Contract within ten (10) days after receipt of the Contract.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____day of _____,_200_.

ATTEST:

_____
PRINCIPAL

_____ BY_____

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

_____
SECRETARY

(CORPORATE SEAL)

_____
SURETY

_____ BY_____
(SEAL)

END OF SECTION

EXHIBIT 17
PAYMENT BOND

PAYMENT BOND

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____
(Insert name of Contractor)
(hereinafter called the "Principal") and _____(hereinafter called the
(Insert name of Surety)
"Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of _____*[100% of Contract amount]*, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **[NAME OF PROJECT]**, as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant' shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the

construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, _____.

_____(SEAL)
(Principal)

By:_____

Attest:

_____
Secretary

_____(SEAL)
(Surety)

By:_____

Attest:

_____
Secretary

_____

(Address of Surety's Home Office)

_____
(Resident Agent of Surety)

END OF SECTION

Appendix 1

The following is a list of items that will be available in the Data Room:

- **Copy of previous contract**
- **Utility data for the past two (2) years**
- **Maintenance data for the past two (2) years**
- **Chemical cost data for the past two (2) years**
- **Sludge production/disposal data for the past two (2) years**
- **Monthly EPD compliance monitoring reports**
- **Fixed Assets List, including Major Equipment**
- **Preventative Maintenance Reports**
- **Operational Data – Chemical/Electricity Consumption**
- **Odor/Noise Compliant Log**

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **Monday, May 18, 2009, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, _____ day of _____, 2008.

_____
Legal Name of Bidder

_____
Signature of Authorized Representative

_____
Title