 <p>CLAYTON COUNTY <b>Water</b> AUTHORITY</p> <p>1600 Battle Creek Road, Morrow, GA 30260</p>	<b>IT Infrastructure and Managed Services</b>	
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### **QUESTIONS:**

- 1. I have a few questions that I hope you can answer. When we submit our proposal, will that information be available to external resources (competitors) and be limited to internal resources on a need to know basis? I ask because we would like to limit who views our information and I did not see a standard NDA within the provided package.**

Answer: The Clayton County Water Authority is required under Georgia Code to comply with the Georgia Open Records Act. Please refer to Division 2, Section 1, Instructions to Proposers, Paragraph 5 for details.

- 2. Who do I need to call to make sure my firm is still complaint with CCWA as a partner?**

Answer: If by “partner” you are referring to your status as a CCWA SLBE certified vendor, please refer to the list of current CCWA SBE certified vendors that can be found on our website (click [here](#)).


- 3. According to the proposal, Clayton County Water Authority (CCWA) needs support in four areas 1) Network Support 2) VMWare Support 3) Windows Support 4) Hardware Support. Can we submit a proposal just for 3) Windows Support or do we have to submit a proposal for all four areas?**

Answer: The Clayton County Water Authority is looking for support in all four areas.

- 4. Would like to know if it’s possible to obtain the incumbent contract for the project: IT INFRASTRUCTURE SUPPORT & MANAGED SERVICES that was awarded to NTT Data on 12/29/2018 even if it’s currently under bidding?**

Answer: The executed Master Service Agreement with NTT Data, Inc. can be found on pages 14-34 of this Addendum.

- 5. *Re: Section 2: General Overview - 3<sup>rd</sup> paragraph: Proposers must be United States based companies, with headquarters physically located within the Continental United States. Not less than 70% of the personnel resources of proposers to be assigned to these tasks must all be physically located within the Continental United States. All management personnel of***

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***proposers to be assigned to these tasks must be physically located within the Continental United States.***

**a) For possible sub-contractor roles, what are the specific requirements related to utilization of organizations that may have both US and non-US based locations and/or employees located within and outside of the Continental US?**

Answer: The 70% requirement applies in total of the personnel resources assign, regardless of whether they are subcontractors.

**6. *Division 2 Proposal Submittals Section 4: Cost Proposal Form on section 2-4.3 - IT INFRASTRUCTURE SUPPORT – COST PROPOSAL***

***The Cost Proposal shall provide an all-inclusive hourly rate, including but not limited to travel, overhead and administrative costs.***

**Our firm develops a contract based on a Monthly Recurring Cost (MRC) model and does not offer these services via an “hourly rate” option. Does this preclude us from bidding?**


Answer: CCWA is looking for a cost proposal of monitoring services, and an hourly rate for services for Scopes of Work that could be needed beyond the monitoring service.

**7. *Are all three environments, DEV/TEST/PROD expected to be monitored, supported, and backed up at same service levels?***

Answer: All monitored systems will be considered Production. Backups will be managed by CCWA personnel. The monitoring service may be asked to monitor the progress of backups nightly and/or report on their status.

**8. *What server infrastructure is providing the compute layer for the 40 ESX hosts? IBM Blade Center infrastructure was noted as being in need of an upgrade, but not listed as in scope for monitoring and support.***

Answer: The last of the IBM Blade Center infrastructure was recently removed. The ESX hosts run on Cisco UCS server technology (C220 servers and a UCS Blade Chassis).

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**9. What is the SLA objective for disaster recovery?**

Answer: RTO and RPO objectives are 24 hours.

**10. Please specify the quantity of SQL servers.**

Answer: CCWA has 15 SQL servers currently.

**11. Any Linux servers in scope? None listed.**

Answer: CCWA currently has 10 Linux servers. We would only request that these be monitored for an up/down status.

**12. Is it a requirement to use SCCM or are Service Provider options acceptable?**

Answer: Service Provider options are acceptable.

**13. Is anti-virus/spam filtering in scope?**

Answer: No.

**14. Model of Veam appliance – this should be the Veeam Version?**

Answer: CCWA currently uses Veeam 9.5 Update 4.

**15. Sites – count of the number of physical locations we are protecting?**


Answer: There are 12 sites throughout the county that may need equipment monitored.

**16. vCenter servers – count of the vCenter servers that have protected VMs under their management?**

Answer: There are two Vcenter servers.

**17. Clusters – count of the vSphere clusters that have protected VMs?**

Answer: There are currently 8 clusters.

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- 18. Total Appliances – count of physical backup appliances, or in this case a count of the number Veeam Backup servers?**

Answer: There is one Veeam Backup and Recovery Server with 41 Veeam Proxy Servers.

- 19. Production TB – total amount of production data in the environment?**

Answer: CCWA's total production environment is approximately 50 TB.

- 20. Hosts – count of the physical hypervisor hosts (esxi) in the environment where protected virtual machines reside?**

Answer: CCWA currently has 40 hosts. Hosts may be added as workload needs arise.

- 21. Sockets – total count of CPU Sockets in the hypervisors in the environment where protected virtual machines reside?**

Answer: Each host has 2 CPU Sockets for a total of 80 CPU sockets.

- 22. VM's/Servers – total count of all Virtual Machines and Physical servers in the environment that are to be protected?**

Answer: There will be approximately 80 - 100 devices to be monitored at varying degrees. Previously we had 55 monitored for up/down status and 20 monitored for up/down status and up/down of certain services.

- 23. What Veeam backup storage repositories are in use?**


Answer: Most repositories are Exagrid appliances. We have a few small Windows shares that act as repositories as well for remote sites.

- 24. What is the network Access Control system today?**

Answer: We use Active Directory as a network access control system.

- 25. What is CCWA's VPN client?**

Answer: We currently use Cisco VPN through our ASA firewall. Anyconnect and IPSEC clients.

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**26. What are the server components that make up CCWA's Citrix environment?**

Answer: Our Citrix environment is completely virtual. It uses redundant controllers and storefronts. It also includes a database, director, and license servers.

**27. Is there a definition of requirements for the dedicated onsite support during onboarding period?**

Answer: The initial dedicated onsite support is an opportunity for the chosen proposer to see our environment in person, make notes of our infrastructure, and meet our staff. Time dedicated toward this activity is up to the proposer and should be defined in their proposal.

**28. What is the scope of required support services for the 400 Workstations – RIMM and Helpdesk? The quantity of workstations was listed, but a requirements for support services was not specified. Need very detailed information on support expectations for end-users.**

Answer: This RFP is for monitoring support of servers (virtual and physical) and network devices (switches, routers, firewalls, etc..). It is not expected that this monitoring service will be working directly with end users or their computing devices.


**29. Is OS patching a requirement? Any anti-virus/spam filtering licensing or support?**

Answer: No.

**30. What are the expectations for management of the 170 applications? CIS (Northstar), Financial (JD Edwards), GIS (ESRI), CMMS (Cityworks), Email (Office 365), Web, SCADA, Phone (Cisco VoIP), others...**

Answer: Monitoring of the virtual/physical infrastructure that support the applications. Not the applications themselves.

**31. Can you provide a detailed list of manufacturer warranty and/or extended support contracts in place for all in-scope equipment?**

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Answer: We have support contracts for our all of our hardware and software. Hardware includes, but not limited to, Cisco, Dell, Nimble, and IBM.

**32. Please share the ITSM (Ticketing) framework being used at CCWA?**

Answer: CCWA uses Manage Engine Service Desk Plus as its ticketing software.

**33. Which Infrastructure monitoring toolset currently in place at CCWA?**

Answer: CCWA uses Solarwinds Orion. Current Service Provider provides their own toolset for monitoring.

**34. Is smart hand in person support part of scope?**

Answer: There are requirements for emergency onsite support if needed. Most, if not all issues, will be handled remotely.

**35. What is the current resource count supporting IT Infrastructure support services?**

Answer: There are 6 CCWA staff members supporting the IT infrastructure.

**36. Will patch management and deployment of windows client operating system be part of the scope?**

Answer: No.

**37. Is End Point management under the scope?**


Answer: No.

**38. Do you have hybrid IT infrastructure? With presence of on-premise or on any of the clouds? If so, please provide the details.**

Answer: Most infrastructure is onsite. CCWA does utilize Office 365 for email, Sharepoint, OneDrive, etc.

**39. Is the third-party support contract and maintenance under the service provider scope?**

Answer: No.

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**40. Please provide the details of routing devices, wireless and firewall devices?**

Answer: CCWA currently uses Cisco network devices. There is one active Cisco ASA 5525x Firewall and approximately 50 switches. Wireless Access Points will not be monitored.

**41. Please provide details of Server hardware and IBM blade center servers?**

Answer: See question 8.

**42. Kindly provide details about the Operating System version and services packs for Windows and Linux servers.**

Answer: CCWA environment consists mostly of Windows Server 2016, 2012 R2, and 2012. Linux servers mostly consist of Red Hat. Service Pack levels vary according to compatibility.

**43. Please provide the count of Windows, Linux or any other OS existing in the environment.**

Answer: See question 22.

**44. How many active directory forests and domains exist in the current infrastructure?**

Answer: One.

**45. What is the total size of storage in the environment?**


Answer: See question 19.

**46. What is the version of JD Edward being used in the environment?**

Answer: Version 9.2.

**47. Please provide details of Oracle DB version and edition existing in the environment**

Answer: An Oracle DB will not be in the scope of this RFP.

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- 48. Does CCWA have Oracle Data Guard? If so, please provide more details on the version**

Answer: No.

- 49. Besides SQL and Oracle, is there any other Database being utilized in CCWA environment?**

Answer: None that will be in scope of this RFP.

- 50. Are these technologies under the CCWA scope of support? Example Active Directory Federation Services, RADIS servers, IIS servers, Microsoft Windows Cluster Service, SQL Clusters, Hyper-V**

Answer: Active Directory and IIS servers are under the scope of support for this RFP, but only to the point of monitoring up/down of servers and services. Management of these servers will still be done by CCWA.

- 51. Does CCWA have exchange mailboxes completely migrated to Office 365?**

Answer: Yes.

- 52. Please describe your Office 365 licensing model.**


Answer: G3.

- 53. What is the volume of tickets per month per track [Windows, Network, Storage etc.]? How many Critical and High Priority tickets resolved per month per track?**

Answer: For the purposes of the monitoring of this RFP, there are approximately 10 tickets per month. These include node not reachable, high CPU usage, high memory utilization, low space, service down, etc. All would be considered critical or high priority.

- 54. Will it be possible to provide the different skill sets and experience level that CCWA is looking for to supplement its existing technical team?**



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Answer: Ability to follow scripts set forth by CCWA staff on how to handle certain issues. This may include, but not limited to, following scripts for issue resolution on a Windows server, Linux server, and/or a Cisco command line.

- 55. Does CCWA have a list of technical resources for which you would like to see the Rate card?**

Answer: CCWA requested one rate; however, would expect the proposer to outline in their narrative response the skills of their resources.

- 56. Does travel need to be included in final rates or will this be a separate actual cost rate as needed per the CCWA Travel and Expense Guidelines?**

Answer: CCWA asked that all rates be inclusive of travel.

- 57. For years four (4) and five (5), will there be provisions to adjust rates based upon unforeseen economic factors, i.e. Cost of Living Adjustment (COLA) or inflation?**

Answer: No, years four (4) and five (5) will be at the same price, terms and conditions as originally agree on.

- 58. Will the contract to be used for short term resourcing or longer-term staff augmentation or both?**


Answer: Plans beyond monitoring, would be for individual projects, if any, and would by their nature have a short term.

- 59. Will there be minimum annual commitments made?**

Answer: No, there will not be an annual commitment outside of the monthly monitoring services.

- 60. Will CCWA open to receiving quotes for multiple rates based upon project duration? For instance, if a project is six (6) months in length versus three (3) days in duration, would there be consideration given for longer term project pricing rather than pricing based upon only three days?**

Answer: No, we are expecting all projects to be based on the one rate as proposed.

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- 61. What is the SLA response time to provide qualified consultants after CCWA's notification requesting a resource while under contract?**

Answer: Please refer to Page 4-1.3, Section 1.3 Requirements for our expectations on service level response time.

- 62. What are the current monthly or annual utilization rates? How many hours have been consumed historically for each Schedule?**

Answer: The current annual contract value for the IT Infrastructure Monitoring is \$107,724 excluding Sharepoint Development Services. The contract value to date (since 2015) for the IT Infrastructure Development/Projects is a little more than \$120,000.

CCWA does not have the number of hours consumed historically available.

- 63. Can you share how much of the proposal score will be waited for references of Utility company's vs References from other government and private sector companies?**

Answer: References will be evaluated as outlined in the RFP and no further details will be provided.

- 64. If you cannot share the point weights, are companies eliminated if they do not have specific utility support experience?**


Answer: No.

- 65. Are there any incumbents? If yes, could you please name them?**

Answer: CCWA currently has two (2) contractors: NTT Data, Inc. (monthly monitoring) and PCMG, Inc. (per project basis).

- 66. Can CCWA please provide the expected contract value for the services which will result from this solicitation?**

Answer: While CCWA cannot estimate the expected proposal cost; however, please refer to question 62 for historical cost information.

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- 67. Can CCWA please provide the individual and/or overall contract value(s) for the current vendors providing the requested services to CCWA?**

Answer: Please refer to question 62.

- 68. Will selected vendor be required to attend ongoing strategy meetings even if there are no active projects, such as financial planning, demand management planning, services strategy, IT steering, etc.? If yes, how often will strategy meetings occur?**

Answer: No.

- 69. When are current server and infrastructure maintenance windows scheduled? If scheduled, is any down time scheduled or tolerated?**

Answer: Maintenance Windows are after 5pm with a preference of after 9pm. Scheduled downtime is tolerated.

- 70. On a scale of 1-10 how does CCWA rate their overall adoption of ITIL standards?**

Answer: We use the idea of ITIL but do not follow it strictly.

- 71. Will all questions and answers to be shared with all Planholders?**

Answer: Yes, via this addendum.

- 72. How many vendors does CCWA expect to award contract(s) to?**


Answer: One vendor will be selected for Monitoring services.

- 73. What is the average length of assignment that is anticipated for each CCWA requested Project?**

Answer: It will be done on a per SOW basis with varying lengths. Most SOWs will be 40 hours or less.

- 74. Could the service provider utilize 30% of resources from offshore (India)?**

Answer: See answer to 5 a) above.

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- 75. The Water Authority's Financial Viability requirement appear more in line with a construction RFP, not an IT infrastructure Support and Managed Service effort. Given the prohibited cost of a financial audit, which most small businesses do not perform at the frequency level requested, would the Water Authority consider relaxing the number of years associated with the most recent audit, eliminate the requirement or at least significant reduce the evaluation points associated with this requested requirement?**

Answer: No. CCWA will evaluate the financial viability as outlined in the RFP documents as this service is critical to our daily operations, therefore, CCWA needs confidence that the selected firm is financially stable.

- 76. Will the Water Authority consider multiple awards if it is determined that a project(s) proposed by a 2nd or 3rd vendor merit such consideration?**

Answer: It is our intent to award the monthly monitoring to one vendor.

- 77. Would the Water Authority consider giving greater consideration in its evaluation, to a proposer with very strong large Water Utility past and present on-contract performance?**


Answer: All proposers will be evaluated based on the information they provide in their proposal responses.

- 78. Will the Water Authority distribute the list of known Non-Mandatory Pre-Proposal Conference Call attendees (Company name and POC) in an effort to facilitate collaboration and teaming opportunities?**

Answer: Yes. The list is provided on the last page of this Addendum.

- 79. Division 1, Section 2: General Overview, 2.1 Objective states: Proposers must be an approved Business Partner in the area(s) you are proposing on (Cisco, VMWare, IBM, Microsoft) to be considered responsive for this RFP. Are proposers required to verify their Business Partnership with (Cisco, VMWare, IBM, Microsoft)?**

Answer: CCWA regards the approved Business Partner status to be an important part of the of any Proposers submittal. We reserve the right to verify any and all

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statements regarding Business Partnership, and non-compliance of this requirement will result in the Proposer being deemed as non-responsive.

- 80. Division 2, Section 1: Instructions to Proposers. The successful Proposer will be asked to provide, along with his Request for Payment each month a list of qualified MBE/WBE businesses utilized on this Project. Will the Proposer be penalized for not utilizing a qualified MBE/WBE business on this project?**

Answer: No. CCWA encourages the use of SLBE/MBE/WBE subcontractors and tracks the usage of such, however, it is not a requirement for this RFP.

<b><i>Acknowledgment of receipt of this addendum must be signed and included in your proposal response.</i></b>	
COMPANY NAME	
SIGNATURE	
DATE	



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## IT Infrastructure and Managed Services

### ADDENDUM 1

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Clayton County Water Authority  
IT Infrastructure Support & Managed Services

June 2014

### **Division 3**

### **Contract Documents**

#### **Section 1: Master Service Agreement Form**

#### **MASTER SERVICE AGREEMENT**

#### **FOR**

#### **IT Infrastructure Support & Managed Services**

This AGREEMENT is between **NTT DATA, Inc.** ("Service Provider"), and **CLAYTON COUNTY WATER AUTHORITY** ("CCWA") (hereinafter referred to collectively as the "Parties") for such Projects as may be identified in written Statements of Work executed by CCWA and Service Provider in accordance with the provisions of Paragraph 1.2 herein below. When used herein, the term, "Project" shall refer to and include any Project or Statement of Work so identified.

#### **ARTICLE 1. SCOPE OF SERVICES**

##### **1.1.1 Services Provided**

Service Provider is a Corporation organized and validly existing under the laws of the State of Georgia. CCWA from time to time may wish to engage Service Provider to provide work, direction of work, technical information, technical consulting, software programming and development, software maintenance and support services, graphic design, implementation, training, project planning, management and administration, and other related technical services (the "Services") on various Projects identified further in Statements of Work as provided in Paragraph 1.2 below.

##### **1.1.2 Issuance of Statements of Work**

CCWA may issue a Statement of Work for on-demand Services in a form generally shown as the form attached hereto as Attachment "A" to this AGREEMENT. Each Statement of Work shall set forth in detail a specific description of all Services to be performed; a proposed schedule for providing such Services; the personnel assigned to that Statement of Work; the name of CCWA and Service Provider's Project Managers; the work location; the proposed basis for compensation to the Service Provider for such Services in accordance with provisions of Article 2 herein below; and any other terms and conditions as the parties may agree upon. Each Statement of Work shall also include confirmation of the insurance coverages required by this AGREEMENT. Each Statement of Work shall be executed by a duly authorized representative of Service Provider, and, upon execution by CCWA, the Statement of Work shall constitute an agreement by and between CCWA and Service Provider for the performance of the identified Services and for the payment for same. Each Statement of Work shall be numbered to facilitate identification.





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## IT Infrastructure and Managed Services

### ADDENDUM 1

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Clayton County Water Authority  
IT Infrastructure Support & Managed Services

June 2014

### **Division 3**

### **Contract Documents**

#### **Section 1: Master Service Agreement Form**

#### **1.2 Incorporation of Terms and Conditions of this Agreement**

UNLESS OTHERWISE SPECIFICALLY SET FORTH IN WRITING IN A STATEMENT OF WORK, ALL TERMS AND CONDITIONS OF THIS AGREEMENT ARE INCORPORATED IN ALL LISTED STATEMENTS OF WORK OR ANY SUBSEQUENT STATEMENT OF WORK EXECUTED BY THE PARTIES BY REFERENCE AS IF RESTATED VERBATIM THEREIN. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF ANY STATEMENT OF WORK AND THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL CONTROL.

#### **ARTICLE 2. COMPENSATION**

For Services performed by Service Provider pursuant to a duly executed Statement of Work, CCWA shall pay Service Provider as follows:

- Such COST REIMBURSABLE (TIME) COMPENSATION as set forth in the form attached hereto as Attachment "B"; OR
- Such FIXED PRICE sum for completion of the Services as set forth in the form attached hereto as Attachment "B."

In the event the Parties are unable to agree as to the appropriate method of compensation, Service Provider shall be compensated based upon COST REIMBURSABLE (TIME) as set forth in the attached Attachment "B." Unless otherwise agreed by the parties in writing, any labor utilized by Service Provider from any affiliated company of Service Provider shall be billed to CCWA in accordance with the terms and conditions of Attachment "B." Use of such labor from affiliated companies shall not change or diminish the duties or liabilities of Service Provider as set forth in this AGREEMENT.

#### **ARTICLE 3. TERMS OF PAYMENT**

CCWA will pay Service Provider as follows:

#### **3.1 Invoices and Time of Payment**

Service Provider will issue monthly invoices in conformity with all requirements of this AGREEMENT, the Statements of Work, and Attachment "B." Such invoices shall be supported by such documentation and other data as CCWA may require. Properly submitted invoices are due and payable within 30 days of receipt. The consultants shall provide weekly timesheets to be signed by CCWA, including a weekly written status report describing consultant's activities and accomplishments during the reporting period. The project manager should collate all approved timesheets from the consultants and provide a bi-weekly summary report to CCWA of the billable hours of all consultants. The Consultant shall be paid the hours reflected on the bi-weekly



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## IT Infrastructure and Managed Services

### ADDENDUM 1

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Clayton County Water Authority  
IT Infrastructure Support & Managed Services

June 2014

### **Division 3**

### **Contract Documents**

#### **Section 1: Master Service Agreement Form**

summary report upon accomplishment of set milestones as agreed upon by the Consultant and CCWA. The Consultant should provide respective criteria per milestone that will constitute successful delivery and completion of the milestone. CCWA has the right to refuse payment if the milestones were not met successfully based on identified criteria. Each vendor invoice will contain a mutually-agreeable, unique and consistent identification number that is directly related to the project or service rendered.

#### **3.2 Interest**

**3.2.1** In the event of a disputed billing, the disputed portion may be withheld from payment, and CCWA shall pay any undisputed portion. CCWA will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

**3.2.2** If CCWA fails to make payment in full within 30 calendar days of the date due for any undisputed billing, Service Provider shall notify CCWA in writing of CCWA's delinquency. If CCWA has not remedied this delinquency by the 30th calendar day after receiving that initial notice from Service Provider, then Service Provider may, after giving another 7 days' advance written notice to CCWA, suspend Services under this AGREEMENT until it is paid in full for any such billing, including interest. In the event of suspension of Services on account of non-payment, Service Provider will have no liability to CCWA for delays or damages caused because of such suspension.

#### **ARTICLE 4. OBLIGATIONS OF SERVICE PROVIDER**

##### **4.1 Maintenance Obligations of Service Provider**

**4.1.1** Basic System Support: Service Provider will receive and track problems from CCWA via telephone, email, or onsite visits. Service Provider will use commercially reasonable efforts to provide CCWA with support services related to the Services (or any hardware, software, program, or other product provided to or designed for CCWA by Service Provider as a part of said Services) consisting of telephone assistance, email, remote access (VPN, Webex, etc.), and access twenty-four hours a day, seven days a week, hereinafter referred to as the "Principal Period of Maintenance" (PPM).

**4.1.2** Malfunction Correction: Correction of a malfunction with Services (or any hardware, software, program, or other product provided to or designed for CCWA by Service Provider as a part of said Services) at Service Provider's sole discretion, consists of any of the following: (i) updates to Services that may incorporate corrections of any substantial defects, fixes of any minor bugs, and enhancements to Services, (ii) a modification to the instructions or procedures for using Services, (iii) other remedial action that may be reasonable and equitable to both parties.

**4.1.3** Telephone Support: During the PPM, Service Provider shall respond to telephonic questions from CCWA's personnel regarding product operation.





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**4.1.4 Remote Support:** Service Provider requires that a remote connection configured in conjunction with a mutually agreed upon remote control software be provided and maintained for remote support of the system.

**4.1.5 On-site Support:** On-site support may be provided as part of the AGREEMENT if, after exhausting all other reasonable methods of diagnostics, Service Provider deems that a site visit is necessary to facilitate a mutual resolution of a documented system malfunction.

**4.1.6 Support not included:** Problems with the Services (or any hardware, software, program, or other product provided to or designed for CCWA by Service Provider as a part of said Services) caused by CCWA's negligence, abuse or misapplication, or by any use other than as is specified in the applicable user documentation, or other causes beyond the control of Service Provider, may not be addressed or corrected by Service Provider,

#### **4.2 Service Provider's Insurance**

The insurance coverage and limits identified in this AGREEMENT are minimums. The coverage and limits will be reviewed and confirmed or amended by the insurance requirements specified in each "Statement of Work." Service Provider will maintain throughout this AGREEMENT the following insurance:

**4.2.1 Workers' compensation** as required by the State (Statutory) where the work is performed and Employers Liability in the amount of one million (\$1,000,000) Each Per Accident, Per Disease Each Employee and Per Disease Policy Limit. Service Provider shall also indemnify and hold CCWA harmless for any such liability that may attach to CCWA as a "statutory employer" of any of Service Provider's employees, agents or subcontractors. "An Alternate Employer Endorsement" naming the CCWA as a protected Alternate Employer will be added to the Workers' Compensation policy.

**4.2.2 Automobile Liability** insurance covering claims for injuries to persons and/or property arising from the use of motor vehicles, including onsite and offsite operations, owned, non-owned or hired vehicles, with \$1,000,000.00 Combined Single Limit.

**4.2.3 Commercial General Liability, Occurrence Form**, including Contractual Liability, per Project General Aggregate Limit of Liability, losses caused by explosion, collapse and underground (X,C,U perils). CCWA is added as an Additional Insured using ISO Form CG 20-10 extended to include Products/Completed Operations, or an equivalent Blanket Additional Insured endorsement, either form must be acceptable to CCWA. The coverage is primary as to the work of the Service Provider for CCWA and includes separation of insureds (cross liability). Additional Insured status will be certified to CCWA for a period of two (2) years following completion of the Project. The General Liability shall cover claims for or to persons or damage to property arising out of any covered negligent act or omission of Service Provider or of any of its employees, agents, or subcontractors.



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The limits of coverage shall be:

\$ 1,000,000	Per Occurrence
\$ 1,000,000	Personal or Advertising Injury
\$ 1,000,000	Fire Damage
\$ 5,000	Medical Payments
\$ 1,000,000	General Aggregate
\$ 1,000,000	Products/Completed Operations Occurrence and Aggregate

In the alternative, the Service Provider may substitute claims made policy in the same amounts and for the same coverages, provided that it has full prior acts coverage and a two (2) year Extended Reporting Period included in the current policy.

**4.2.4** Professional liability insurance to include coverage for CCWA and all Subs, Engineers and Design Consultants, with a minimum annual policy limit of \$1,000,000 per claim and in the aggregate, CCWA may increase the limit requirements where in the opinion of CCWA such increase is desired. The policy shall contain a two (2) year Extended Reporting Period or the Service Provider will furnish CCWA evidence of continuing coverage for that same period of time after completion. The Retro-active date under the policy will predate any work for CCWA, Sixty (60) days prior written notice of cancellation or non-renewal shall be given to CCWA in the event of termination or non-renewal. CCWA may elect to obtain a PROJECT or CCWA's policy on a primary or excess basis. The Service Provider will amend their PRACTICE policy to provide primary or excess coverage to increase the combined limits of coverage. Deductibles included in the policies will be the responsibility of the Service Provider.

**4.2.5** Service Provider will furnish a Certificate of Insurance to CCWA for coverages (1) Workers' Compensation/Employers Liability; (2) Automobile Liability; (3) Commercial General liability; and (4) Professional Liability. The certificates will include a copy of the endorsement on each policy, which requires written notice to CCWA in the event of termination or non-renewal of at least sixty (60) days.

The certificates for the Commercial General Liability will also include a copy of the endorsement naming CCWA as an Additional Insured, providing primary coverage for Operations and Products/Completed Operations.

**4.2.6** Waiver of Subrogation - Service Provider waives subrogation against CCWA as to Workers' Compensation including Employment Practices Liability, Automobile and Commercial General Liability Policies,

**4.2.7** Each and every policy required by this contract shall be with a company that is rated by Best as A- or better. Further, CCWA shall not be responsible for any deductibles established by such policies,



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#### **4.3 Status Reports; Status Meetings**

**4.3.1** Unless otherwise agreed to by the parties hereto, Service Provider shall submit to CCWA's designee every week, or at such other convenient intervals as Service Provider and CCWA may determine during the term of each Statement of Work, written status reports describing Service Provider's activities and accomplishments during the preceding report period.

The status reports will include the following:

- a. Current status and progress since last report.
- b. Identification of actual and anticipated problem areas.
- c. Planned activities for the succeeding report period.

**4.3.2** If CCWA so requests, Service Provider shall hold status meetings with CCWA's management in order to review the status of Service Provider's activities. Such meetings will be conducted at such locations as are mutually agreed to by CCWA and Service Provider.

### **ARTICLE 5. OBLIGATIONS OF CCWA**

#### **5.1 System Matters**

**5.1.1** CCWA understands and agrees that proper operation of systems is dependent on their having a properly configured computer and operating system, a compatible data/image format conforming to commonly accepted industry standards, properly connected and compatible input cables, and adherence to minimum system configurations.

**5.1.2** CCWA agrees to ensure that they perform regular system backups.

**5.1.3** Subject to CCWA's reasonable security requirements, CCWA agrees to provide Service Provider with access to and use of all information and system facilities, including user IDs and passwords, as reasonably determined necessary by Service Provider to provide timely support pursuant to the terms herein.

**5.1.4** Existing Hardware/Software must be in good working condition on the commencement date of Service Provider and throughout the coverage period.





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#### 5.2 Working Space

Unless otherwise agreed in a particular Statement of Work, CCWA is solely responsible for obtaining and maintaining computer equipment and facilities which are adequate for its data processing needs and for the Services and programs to be provided by Service Provider. CCWA will provide Service Provider's personnel with computer system time and facilities including, but not limited to: CCWA or time-shared data processing facilities, service bureau facilities, data preparation services, work space, desks, and incidental supplies on a "no cost to Service Provider" basis. CCWA shall also provide heat, light, ventilation, telephone and electric current outlets for use by Service Provider's personnel during maintenance and other activities related to the Services. These facilities shall be within a reasonable distance of each product to be serviced. CCWA will also make employees with knowledge relevant to Service Provider's Services available to Service Provider and will cooperate with Service Provider in its rendition of Services hereunder.

#### 5.3 Prompt Notice

CCWA will give prompt written notice to Service Provider whenever CCWA observes or becomes aware of any development that affects the scope or timing of Service Provider's Services, or of any defect in the work of Service Provider or its authorized contractors. CCWA shall have no affirmative duty to examine Service Provider's delivery of services for the purposes of observing or becoming aware of such developments or defects.

#### 5.4 CCWA's Insurance

**5.4.1** CCWA will maintain property insurance on all pre-existing physical facilities associated in any way with the Project.

**5.4.2** CCWA shall be responsible for purchasing and maintaining CCWA'S usual liability insurance, if any.

#### 5.5 Litigation Assistance

The Scope of Services does not include costs of Service Provider for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CCWA unless any litigation or claim concerns the adequacy or fitness of any work product furnished, or services performed, by Service Provider in which event Service Provider will provide at its own cost and expense such assistance as may be necessary to defend any such litigation or claim. All other such Services required or requested of Service Provider by CCWA, except for suits or claims between the parties to this AGREEMENT and except as provided hereinabove, will be reimbursed as mutually agreed.



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#### **5.6 Changes**

CCWA may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect Service Provider's cost of or time required for performance of the Services, an equitable adjustment will be made through an amendment to this AGREEMENT. If the parties are unable to agree with respect to any compensation due Service Provider for any extra work ordered by CCWA, Service Provider shall be paid in accordance with the COST REIMBURSABLE (TIME) as set forth in Attachment "B".

#### **ARTICLE 6. PERSONNEL**

**6.1** CCWA and Service Provider will designate for each Statement of Work one qualified member of its staff who will operate as the main interface between CCWA and Service Provider for that Statement of Work. CCWA's designee shall have authority to act on CCWA's behalf in respect of such Statement of Work and will provide information and answer any questions concerning the Services to be performed by Service Provider personnel as contemplated by such Statement of Work.

**6.2** CCWA shall have the right to interview and otherwise evaluate all Service Provider personnel assigned to perform Services under any Statement of Work and to accept or reject any individual(s) based upon the experience of the individual(s). CCWA shall have the right to require Service Provider to submit to CCWA's standard drug testing at CCWA's expense prior to employment if the term of the Statement of Work exceeds thirty (30) days. In the event that any of the Service Provider's personnel performing Services under any Statement of Work are found to be unacceptable to CCWA for cause, including, but not limited to, a reasonable belief that he or she is not qualified to perform or is not performing the Services as required in the Statement of Work, CCWA shall notify Service Provider of such fact in writing, setting forth such cause. Service Provider shall immediately remove said employee from performing Services under the Statement of Work and, if requested by CCWA, shall immediately provide a qualified replacement. CCWA is the sole judge as to performance capability but shall exercise its discretion reasonably.

**6.3** Service Provider agrees to use its best efforts to insure the continuity of Service Provider personnel assigned to perform Services under any Statement of Work. Service Provider will not remove any of its personnel from work under a particular Statement of Work without CCWA's consent. In the event that any of Service Provider's personnel are removed before completion of Services under a Statement of Work, Service Provider shall immediately supply a replacement acceptable to CCWA. The fees to be paid by CCWA under this AGREEMENT shall be adjusted so that CCWA is not charged for any duplicative Services incurred because of the change.





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**6.4** The assignment of additional personnel to work pursuant to a Statement of Work hereunder shall be made by mutual written agreement between the Parties and shall in no way alter or cancel any other applicable terms and conditions of this AGREEMENT.

**6.5** Service Provider, in performance of this AGREEMENT and the Statements of Work contemplated hereby, is acting as an independent contractor. Any personnel to be supplied by Service Provider hereunder are not CCWA employees or agents. Service Provider shall be solely responsible for the payment of compensation of Service Provider personnel assigned to perform Services hereunder, and such personnel shall be informed that they are not entitled to the provisions of any CCWA employee benefits. CCWA shall not be responsible for payment of workmen's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding, income, or other similar taxes or social security for Service Provider personnel, but such responsibility shall be solely that of Service Provider. Service Provider shall indemnify and defend CCWA from any and all claims made and costs and expenses incurred (including reasonable attorneys' fees) on account of or otherwise related to any of Service Provider's obligations under this Section.

**6.6** Service Provider's personnel will be instructed in and shall comply with CCWA's security regulations applicable to each location. Service Provider's personnel, when deemed appropriate by CCWA, will be issued visitor identification cards and each such card will be surrendered by Service Provider's personnel upon demand by CCWA or upon termination of this AGREEMENT and/or the applicable Statement of Work pursuant to which Services are being performed.

### **ARTICLE 7. ACCEPTANCE OF SERVICES AND WARRANTY**

#### **7.1 Acceptance of Services**

All Services and Work Product (as defined in Section 7.2 below) completed by Service Provider shall be delivered to CCWA and subject to CCWA's review and approval. CCWA must review and accept or reject Services and Work Product within 90 days of the date on which said Services or Work Product are delivered to CCWA. If such Services or Work Product do not comply with the requirements of the AGREEMENT and are rejected by CCWA, CCWA must notify Service Provider in writing of its rejection within this 90 day period. Upon receiving notification of the rejection of its Services or Work Product, Service Provider must correct the deficiencies in its Services or Work Product within 30 days (or such other reasonable timeframe as is agreed upon in writing by both parties) of receiving notice of the rejection from CCWA at no additional cost to CCWA. Unless otherwise agreed to by express written statement in agreement, CCWA's review and approval of Services and Work Product provided by Service Provider shall in no way or manner be deemed to relieve or lessen Service Provider's responsibility under the AGREEMENT for the professional quality, technical accuracy, and completeness of such Services or Work Product, nor shall CCWA's failure to so review the Services or Work Product impair CCWA's right to reject or revoke its



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acceptance of nonconforming Services or Work Product, or to avail itself of any other remedies to which CCWA may be entitled.

#### 7.2 Intellectual Property Rights

Under the AGREEMENT, title to and ownership of all computer software, programming code and associated documentation prepared or created by Service Provider pursuant to any Statement of Work ("Work Product"), including without limitation all copyrights or patent rights, licenses or other intellectual property rights therein (including derivative works), shall unless specifically agreed otherwise, be considered a work for hire and ownership shall be vested in CCWA. Service Provider shall assign right, title, and interest in the foregoing to CCWA, and further agrees to execute, at CCWA's request and expense, all documentation necessary to perfect title therein in CCWA. Service Provider agrees to assist CCWA, at CCWA's request and expense, in every reasonable way, in obtaining, maintaining, and enforcing patent and other intellectual property protection on the subject matter covered by this clause. If the AGREEMENT provides CCWA the right to terminate for Service Provider's default or otherwise, CCWA shall be entitled to the ownership of all Work Product even if not fully completed at the time of termination. Upon any such termination, Service Provider shall be required to transfer all right, title and interest in all such work-in-progress to CCWA. If CCWA enters into an agreement in which the parties hereto agree that the Work Product is not work for hire and Service Provider is to retain all ownership interest therein, then Service Provider shall grant to CCWA and its affiliates at a minimum and as part of Service Provider's compensation pursuant to Article 2 above, a fully paid-up, transferable, nonexclusive license to use (and copy for archival purposes) all Work Product. In the event that the source code for any computer program is not provided as part of the Work Product, then at CCWA's request the Service Provider shall commit to escrow the source code for CCWA's use in the event Service Provider ceases to support and maintain the software,


#### 7.3 Final Acceptance

Final acceptance of the Services and Work Product for purposes of the AGREEMENT shall be the date upon which CCWA confirms that all Services and Work Product have been completed and tested and function in accordance with the terms of the AGREEMENT ("Final Acceptance").

#### 7.4 Standard of Care and Warranty

Service Provider warrants for the period of time set forth in the Statement of Work from the date of Final Acceptance that Services will conform substantially to the professional and technical standards of the industry of which Service Provider is a part. If Services do not substantially conform to these standards, CCWA may require Service Provider to re-perform Services. Service Provider shall be required to remedy any defects in the warranties provided without additional compensation. Service Provider shall correct defects, errors or other nonconformities by, among other things, making additions,



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modifications or adjustments to the software as may be necessary to keep the software in operating order in conformity with the warranties provided,

### **ARTICLE 8. DISPUTE PROCESS**

The procedures specified herein shall be the sole and exclusive procedures for the resolution of general and billing disputes between the Parties arising out of or relating to this AGREEMENT. The Parties will participate in good faith in the procedures specified herein.

#### **8.1 General**

- 8.1.1** The procedures specified herein shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this AGREEMENT. The Parties will participate in good faith in the procedures specified in this Section.
- 8.1.2** All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The Parties will take such action, if any, required to effectuate such tolling.
- 8.1.3** In the event of any dispute under this AGREEMENT which cannot be readily resolved, it shall be referred to the appropriate executives of the Parties for negotiation and resolution as described below.
- 8.1.4** If the dispute has not been resolved by negotiation or mediation as provided herein within sixty (60) days of the initiation of such mediation procedure, either party may initiate litigation upon ten (10) days' written notice to the other party; provided, however, that if CCWA or Service Provider has requested the other to participate in a nonbinding procedure, as provided for under this Section, and the other has failed to participate, the requesting party may initiate litigation before expiration of the above period.

#### **8.2 Disputes**

- 8.2.1** Disputes, as defined herein and under the AGREEMENT, include disagreements, claims, counterclaims, matters in question, and differences of opinion between the Parties, regarding the Services and/or Work Product and modifications or changes to the Services and/or Work Product. Disputes may involve interpretation of the AGREEMENT, acceptability of the Services and/or Work Product, costs and/or time for performance.





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**8.2.2** Disputes may also involve other subjects as mutually agreed by the Parties.

#### **8.3 Payment Disputes**

**8.3.1** If a dispute arises between the Parties, the dispute shall be submitted to an appropriate panel assembled by the General Manager of the CCWA no later than forty-five (45) days after receipt of the disputed payment. CCWA shall render a final decision on the disputed payment within sixty (60) days after receipt of the invoice.

**8.3.2** If the dispute is decided in favor of CCWA, interest shall begin to accrue fifteen (15) days after the decision is announced.

**8.3.3** If the dispute is decided in favor of Service Provider, interest shall accrue as of the original date the payment became due.

**8.3.4** The panel's final decision can be taken as a contract dispute through the process outlined below.

#### **8.4 Step Negotiations**

Either CCWA or Service Provider may give the other party written notice of any dispute not resolved in the normal course of business. Executives, Directors, or Managers of both Parties at levels one step above the project personnel who have not previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved by these persons within thirty (30) days of the disputing party's notice, or if the Parties fail to meet within ten (10) days, the dispute shall be referred to senior executives of both Parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to senior executives, or if no meeting of senior executives has taken place within fifteen (15) days after such referral, either CCWA or Service Provider may initiate mediation as provided hereinafter. All negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

#### **8.5 Mediation**

**8.5.1** If the dispute has not been resolved by negotiation as provided herein, the Parties shall endeavor to settle the dispute by mediation. CCWA or Service Provider may initiate a mediation proceeding by a request in writing to the other party. Thereupon, both Parties will be obligated to engage in mediation. The proceeding will be conducted in accordance with the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Dispute or other mutually agreed upon procedures, with the following exceptions:



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- a. If the Parties have not agreed within thirty (30) days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either CCWA or Service Provider, shall appoint a member of the CPR Panel of Neutrals as the mediator; and
- b. Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: a) a written settlement is reached, or b) the mediator concludes and informs the Parties in writing that further efforts would not be useful, or c) the Parties agree in writing that an impasse has been reached. Neither CCWA nor Service Provider may withdraw before the conclusion of the proceeding.

**8.5.2** The Parties regard the aforesaid obligation to mediate as an essential provision of this AGREEMENT and one that is legally binding on them. In case of a violation of such obligation by either party, the other may bring an action to seek enforcement of such obligation in the Superior Court of Clayton County, Georgia.

#### **8.6 Litigation**

**8.6.1** If the dispute has not been resolved by negotiation or mediation as provided herein within sixty (60) days of the initiation of such mediation procedure, either CCWA or Service Provider may initiate litigation upon ten (10) days written notice to the other party; provided, however, that if CCWA or Service Provider has requested the other party to participate in a nonbinding procedure, as provided for under this Section, and the other has failed to participate, the requesting party may initiate litigation before expiration of the above period.

**8.6.2** All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The Parties will take such action, if any, required to effectuate such tolling.

**8.6.3** Claims, counterclaim, disputes, and other matters in question between CCWA and Service Provider that are not resolved will be decided in the Superior Court of Clayton County, Georgia, which shall have exclusive jurisdiction and venue over all matters in question between CCWA and Service Provider.

### **ARTICLE 9. GENERAL LEGAL PROVISIONS**

#### **9.1 Authorization to Proceed**

Execution of this AGREEMENT by CCWA, and execution by CCWA of each applicable Statement of Work, will be authorization for Service Provider to proceed with the work, unless otherwise provided for in writing.





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#### **9.2 Force Majeure**

Service Provider is not responsible for damages or delay in performance caused by Acts of God, strikes, lockouts, accidents, or other events beyond the control of Service Provider. In any such event, Service Provider's contract price and schedule shall be equitably adjusted if applicable.

#### **9.3 Termination**

**9.3.1** This AGREEMENT, or any discrete Statement of Work arising here from, may be terminated without cause for convenience on 30 calendar days' written notice from either party. This AGREEMENT, or any discrete Statement of Work arising here from, may be terminated for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 calendar days of written notice and diligently complete the correction thereafter (except as modified by the provisions of Section 3.2).

**9.3.2** Upon termination for convenience, Service Provider will be paid for all authorized services performed up to the termination date.

#### **9.4 Suspension, Delay, or Interruption of Work**

CCWA may suspend, delay, or interrupt the Services of Service Provider for the convenience of CCWA. In such event, Service Provider's contract price and schedule shall be equitably adjusted if appropriate.

#### **9.5 No Third-Party Beneficiaries**

This AGREEMENT gives no rights or benefits to anyone other than CCWA and Service Provider and has no third party beneficiaries.

#### **9.6 Indemnification**

**9.6.1** Service Provider agrees to indemnify CCWA for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for delay, property damage or bodily injury, including death, or other losses, to the extent caused by the breach of the Service Provider's duties hereunder or by the negligence or willful misconduct of Service Provider, Service Provider's employees, affiliated corporations, and subcontractors in connection with the Services performed under Statements of Work issued hereunder.

**9.6.2** CCWA agrees to indemnify Service Provider from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CCWA, or its



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## IT Infrastructure and Managed Services

### ADDENDUM 1

DATE	July 18, 2019
PROPOSAL NUMBER	2019-IT-09
PROPOSAL OPENING DATE	Tuesday, July 30, 2019 at 10:00 a.m. local time

**ADDENDUM MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE TO THE RFP.**

Clayton County Water Authority  
IT Infrastructure Support & Managed Services

June 2014

### **Division 3**

### **Contract Documents**

#### **Section 1: Master Service Agreement Form**

employees or contractors in connection with the Services performed under Statements of Work issued hereunder,

**9.6.3** Service Provider agrees and acknowledges that it is fully and completely liable and responsible to CCWA for the performance of its consultants, subcontractors, employees, agents, representatives, and others under contract with Service Provider, or hired by Service Provider, in connection with any services performed for CCWA.

#### **9.7 Assignment**

This is a personal services agreement. Service Provider shall not have the power to nor will it assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of CCWA. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

#### **9.8 Jurisdiction**

The substantive law of the State of Georgia shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

#### **9.9 Severability and Survival**

**9.9.1** If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

**9.9.2** The indemnities and other express representations shall survive termination of this AGREEMENT for any cause.

#### **9.10 Development and Confidentiality**

**9.10.1** Under this AGREEMENT, Service Provider may develop programs, hardware, and/or software that are of a confidential nature in performing the work authorized by Statements of Work. CCWA may use products developed pursuant to the work authorized by the Statements of Work for its internal business use. CCWA may also make copies and integrate these products into other programs for its internal business use. CCWA's alteration and use of any products shall be at CCWA's sole risk.

**9.10.2** Confidential information under this provision shall mean all information disclosed by either party assigned hereunder, which relates to past, present and future research, development and business activities except such information as is previously known to or is publicly disclosed to either prior to or subsequent to this AGREEMENT. The Parties shall hold all such information in trust and confidence, except as may be authorized by



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### **Contract Documents**

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either party in writing to support this obligation of confidence. Service Provider entrusts the confidentiality in the interest of the CCWA,

**9.10.3** Notwithstanding any other provision set forth herein, information subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq., or subject to disclosure under any other law or order of court, shall not be deemed confidential for purposes of this AGREEMENT.

#### **9.11 Duration of Contract**

**9.11.1** The AGREEMENT shall terminate absolutely and without further obligation on the part of the CCWA on October 31, 2015.

**9.11.2** The AGREEMENT may be renewed by mutual agreement of CCWA and Service Provider upon the execution of a written amendment hereto. Said amendment shall establish a new date for termination.

**9.11.3** Notwithstanding Sections 9.11.1 and 9.11.2, the AGREEMENT shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the CCWA under the AGREEMENT.

#### **9.12 Title to Supplies**

If applicable, title to any supplies, materials, equipment, or other personal property acquired by Service Provider in order to carry out the Services shall remain with the Service Provider until fully paid for by the CCWA.

### **ARTICLE 10. ATTACHMENTS, SCHEDULES AND SIGNATURES**

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT between the Parties, and supersedes all prior written or oral understandings between the Parties, and may only be changed by a written amendment executed by both Parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

- Attachment A - Scope of Services form.
- Attachment B - COST REIMBURSABLE (TIME) or FIXED PRICE Compensation provisions.

**[SIGNATURES CONTAINED ON FOLLOWING PAGE]**





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Clayton County Water Authority  
IT Infrastructure Support & Managed Services

June 2014

#### Division 3

#### Contract Forms

#### **Section 1: Master Service Agreement Form**

IN WITNESS WHEREOF, the parties execute below:

#### CLAYTON COUNTY WATER AUTHORITY

BY:

  
P. MICHAEL THOMAS

TITLE: General Manager

ATTEST:

DATE:

  
11-18-14

[Seal]



#### NTT DATA, Inc.

BY:

  
JOHN W. MCGAIN LAWRENCE WHELAN

TITLE: ~~CEO~~ TREASURER

ATTEST:

DATE:

  
~~JOHN M. DICK~~ Corporate Secretary  
C. Whitney Ferguson  
16 Nov 2014

[Seal]





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### EXHIBIT A



Scott Anderton  
100 City Square  
Boston, MA 02129  
September 19, 2014

Ms. Kathy Bogaerts  
Procurement & Contract Specialist  
Clayton County Water Authority  
1600 Battle Creek Road  
Morrow, GA 30260

Dear Ms. Bogaerts:

I am writing to clarify NTT Data's revised technical and Best and Final Offer (BAFO) price proposal in response to RFP for IT Infrastructure Support & Managed Services.

The below represents our BAFO pricing for the services requested in the RFP process, including the revised set of service level and delivery assumptions represented by the revised pricing. The pricing and assumptions outlined below supersede the original price proposal and assumptions proposed in NTT Data's original RFP response delivered 07/15/2014.

#### **Revised Pricing:**

Monthly IT Infrastructure Support Managed Services:		Proposed MONTHLY Rate
Proposed cost	One-Time Setup \$ <u>8977.</u>	\$ <u>8977 .</u>
Hourly IT Infrastructure Support Rate Table:	Proposed Hourly Rate ON-SITE	Proposed Hourly Rate REMOTE
Project Manager	\$ <u>165 .</u>	\$ <u>140 .</u>
Server Engineer	\$ <u>165 .</u>	\$ <u>140 .</u>
Network Engineer	\$ <u>175 .</u>	\$ <u>150 .</u>
Trainer	\$ <u>145 .</u>	\$ <u>120 .</u>



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Monthly SharePoint Support Managed Services:		Proposed MONTHLY Rate
Proposed cost	One-Time Setup \$ <u>3000.</u>	\$ <u>3000 .</u>
Hourly SharePoint Support Rate Table:	Proposed Hourly Rate ON-SITE	Proposed Hourly Rate REMOTE
Project Manager	\$ <u>175 .</u>	\$ <u>150 .</u>
Server / System Admin Engineer	\$ <u>175 .</u>	\$ <u>150 .</u>
Network / Application Engineer	\$ <u>175 .</u>	\$ <u>150 .</u>
Trainer	\$ <u>145 .</u>	\$ <u>120 .</u>

#### Revised Assumptions:

- The following unit/device quantity and service level assumptions were priced as part of the IT Infrastructure Support Managed Services (fixed monthly) specifications:
  - Gold: 9 server
  - Silver: 9 servers
  - Bronze: 24 servers and 15 network devices
- Remote support staff for monitoring, maintenance, and supporting infrastructure technologies will be available to provide support meeting CCWA's stated response time service levels 24X7. Any alarm/triggered or CCWA generated tickets/incidents (via Email and 8XX call) any time of day will go into a shared work group that has Tier 1, Tier2+ support capability)...so services will be delivered/actions taken 24X7.
- Remote support staff for SharePoint application tier support and maintenance will be available 8 AM to 5 PM EST.
- An NTT DATA Service Delivery Manager for CCWA will be positioned onshore and be available 8 AM to 5 PM EST as a point of overall service coordination and ownership.
- CCWA is expected to provide on-site "remote hands" as requested to address connectivity, power cycle equipment, and other basic on-site functions as requested by NTT DATA.





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- Any requested or required On-Site support will be billed per the Hourly Rate Table provided.
- Out of Scope Activities
  - Hardware maintenance, NTT DATA does not stock spares, all hardware equipment to be maintained under warranty/ AMC by customer
  - Application/ Database maintenance is out of scope
  - Desktop/ Desk side and end user support
  - Physical asset maintenance/ management
  - Application packaging, deployment
  - Mobile device management
- All communication and support services through the engagement will be in English only.
- CCWA will supply in a timely manner all information and/or documentation as available, which is requested by NTT DATA, that is critical to this initiative and the completion of NTT DATA's work.
- The resource estimation and costs are based on certain assumptions that shall be validated during the due-diligence phase. If the assumptions are found incorrect, the resource estimation and costs may be revised.
- Based on the workloads determined during transition period, NTT DATA may propose to revise the cost or SLAs to support the engagement efficiently
- Procurement of consumables like backup media etc. would be taken care of by customer.
- Access through Client to Site VPN or Site to Site IPSec or a combination of these will be established for NTT DATA offshore/near shore connectivity to customer's Datacenters. We haven't factored costs for dedicated connectivity. In case a need is felt for dedicated connectivity between customer and NTT DATA, such additional one time and recurring costs shall be borne by the customer.
- For cases where NTT DATA depends on third party vendors / other resolver groups for service, the SLA committed by the vendor would override the NTT DATA target SLA.



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- NTT DATA will provide a standard desktop/laptop and phone for all our remote resources with Microsoft Windows desktop OS and Office productivity suite. Any applications other than these have to be provided by the customer.
- We are expecting the customer technical environment to be reasonably stable with no long pending chronic issues. The ownership of resolution of long pending chronic issues will fall outside of the scope for NTT DATA.
- Ownership of support during transition – During the Knowledge Transfer phases of the engagement, the ownership of supporting the existing environment lies with customer. NTT DATA team will be responsible for the support starting from Steady State phase.

NTT Data is offering this letter to clarify our revised Best and Final Offer in anticipation of establishing a contract agreement with CCWA for the named services. If you have any further questions or requests of NTT Data, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott D. Anderton".

Scott Anderton  
Vice President, Public Sector State & Local

 <p>CLAYTON COUNTY <b>Water</b> AUTHORITY</p> <p>1600 Battle Creek Road, Morrow, GA 30260</p>	<b>IT Infrastructure and Managed Services</b>	
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## IT INFRASTRUCTURE AND MANAGED SERVICES

### Non-Mandatory Pre-Proposal Conference Call

Thursday, July 11, 2019 at 10:00 A.M. (local time)

## PARTICIPANTS LIST

Attended	COMPANY NAME	REPRESENTATIVE	EMAIL ADDRESS
✓	CCWA	Daniel Holverson	<a href="mailto:ccwa_procurement@ccwa.us">ccwa_procurement@ccwa.us</a>
✓	CCWA	Derek Doss	<a href="mailto:ccwa_procurement@ccwa.us">ccwa_procurement@ccwa.us</a>
✓	CCWA	Karen Riser	<a href="mailto:ccwa_procurement@ccwa.us">ccwa_procurement@ccwa.us</a>
✓	CCWA	Hilda Flores	<a href="mailto:ccwa_procurement@ccwa.us">ccwa_procurement@ccwa.us</a>
✓	Abacus Technology Corporation	Archie M. Riviera	<a href="mailto:RivieraA@abacustech.com">RivieraA@abacustech.com</a>
✓	Abrahams Consulting, LLC.	Angela Gibson	<a href="mailto:southeastsolutionsteam@abrahamsconsulting.com">southeastsolutionsteam@abrahamsconsulting.com</a>
✓	Bethea and Associates, LLC.	Yolanda Bethea	<a href="mailto:yolanda@betheaandassociates.com">yolanda@betheaandassociates.com</a>
✓	CBI Industries, Inc.		
✓	Century Link	Nic Reese	<a href="mailto:Nicholas.Reese@centurylink.com">Nicholas.Reese@centurylink.com</a>
✓	Cira InfoTech Inc.	Marc Akers	<a href="mailto:makers@cirainfotech.com">makers@cirainfotech.com</a>
✓	Clear Path		
✓	DataMetrix, LLC	Tarsha Richardson	<a href="mailto:tarsha.richardson@datamatrix-consul.com">tarsha.richardson@datamatrix-consul.com</a>
✓	Delmock Technologies	Tony Jones	<a href="mailto:tjones@delmock.com">tjones@delmock.com</a>
✓	Diversified Technologies LLC		
✓	Encore Technology Group	Mike Harris	<a href="mailto:mharris@encoretg.com">mharris@encoretg.com</a>
✓	Engine LLC		
✓	Presidio		
✓	SHI	Trevor Golden	<a href="mailto:Trevor_Golden@SHI.com">Trevor_Golden@SHI.com</a>
✓	SHI	Mark Buggar	<a href="mailto:Mark_Buggar@SHI.com">Mark_Buggar@SHI.com</a>
✓	Softchoice	Chris Bichsel	<a href="mailto:Chris.Bichsel@softchoice.com">Chris.Bichsel@softchoice.com</a>
✓	SSI	Chris Callahan	<a href="mailto:ccallahan@ssi-net.com">ccallahan@ssi-net.com</a>
✓	YASH	Sourabh Mittal	<a href="mailto:sourabh.mittal@yash.com">sourabh.mittal@yash.com</a>
✓	YASH	Murali Jothilingam	<a href="mailto:murali.jothilingam@yash.com">murali.jothilingam@yash.com</a>
✓	YASH	Mark Anthony Huggins	<a href="mailto:mark.huggins@yash.com">mark.huggins@yash.com</a>