 <p>CLAYTON COUNTY Water AUTHORITY</p> <p>1600 Battle Creek Road, Morrow, GA 30260</p>	Third Party Administration Services for Workers Compensation Claims	
	ADDENDUM No. 1	
	DATE	Wednesday, December 2, 2020
	PROPOSAL NUMBER	2020-HR-19
	PROPOSAL OPENING DATE	Tuesday, December 8, 2020 at 10:00 am
PRE-PROPOSAL MEETING DATE	Tuesday, November 10, 2020 at 10:00 am	
ADDENDUM MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE TO THE RFB.		

REVISIONS

- 1. Replace Division 2 Section 1 – Instruction to Proposers in its entirety with revised Division 2 Section 1 – Instructions to Proposers provided with this Addendum.**
- 2. Replace Division 2 Section 5 – Cost Proposal Form in its entirety with revised Division 2 Section 5 – Cost Proposal Form provided with this Addendum.**

QUESTIONS:


- 1. With regards to the following requirement (no. 7, pg. 2-1.2), please clarify what the “Proposal Form” is referring to as there is a Cost Proposal Form and then there are Proposal Forms requiring signatures (Affidavit & Agreements, and GA Security & Immigration Form).**

“The name of the person, firm, or corporation making the proposal must be printed in ink, along with the Proposer’s signature, on all separate sheets of the Proposal Form If made by a Corporation, the person or persons signing the proposal must show the name of the State under the laws of which the Corporation is chartered and his, or their, authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the Proposal Form.?”

Answer: CCWA is referring to all pages of your “proposal” as submitted by your firm as the “proposal form”. Additionally, to further clarify CCWA is referring to the Proposer Qualification Information form, page 2-7.1 for the entity type and the respective owners/officers.

- 2. Number 25 on page 2-1.4 references a Hold Harmless Agreement that must be complied with. Please provide a copy of the Hold Harmless Agreement for us to review?**

Answer: Please see revision number 1.

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3. Approximately how many life claims do you have, and are they priced separately?

Answer: CCWA is not providing that information as it is not to be considered for this contract.

4. What would you like to see most improved in terms of service with a new TPA?

Answer: CCWA values the relationship built with vendor partners in which we do business. An extremely vital part of any partner relationship is communication. CCWA would like to know when a change in our account structure is going to take place and before it is changed. Additionally, CCWA would like to have input such a change. CCWA requires our vendor partner to value semi-annual claims reviews and be an active part of these activity.

5. Can you please clarify how many hard copies CCWA desires? RFP references two different quantities?

Reference

1-2.1 Proposal Submission states: one (1) original, four (4) bound copies and one (1) electronic submission.

2-1.2 state: one (1) original and at least two (2) copies of the Proposal Form


Answer: Please see answer number 1 provided with this addendum.

6. Can you please confirm your current open claims count inventory?

Answer: 7 claims

7. Please provide the number of Open Claims broken down by Lost Time and Medical Only for the past 3 years.

Answer: 2 Open Lost Claims and 5 open Medical Only Claims.

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8. Please clarify if pricing is to be submitted on a per claim basis for life of claim or life of contract.

Answer: Please see revision number 2.

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

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

These instructions are to be followed by every entity proposing to provide the Clayton County Water Authority (CCWA) with goods and/or services. These instructions constitute an integral part of the proposal, and any Proposer agrees that tender of a proposal constitutes acknowledgment and acceptance of its obligation to adhere to these instructions, which are to be incorporated into and considered part of any contract the Proposer ultimately executes with the CCWA.

1. If there is any question whatsoever regarding any portion of the specifications, it shall be the Proposer's responsibility to seek clarification immediately from the CCWA, as early as possible prior to the proposal opening. Regarding public works projects, requests for interpretations of specifications must be made in writing to the department proposing out the project not later than five (5) days prior to receipt of proposals.
2. Unless it is otherwise stated in the proposal documents, it shall be the responsibility of the proposer to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its proposal. Documents may be made available by the CCWA during the proposal process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the proposer to make its own investigations as to the nature of the work and the conditions under which it shall be performed, and to make its own independent assumptions as to these matters. The burden of anticipating unforeseen circumstances, either hidden or latent, and the conditions of the work site and all related circumstances, and the cost of accommodating therefore should unanticipated circumstances be later encountered shall rest upon the proposer.
3. Pre-proposal meeting or any other information session will be held at the location as indicated in the solicitation. Unless indicated otherwise, attendance is not mandatory; although proposers are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the proposer must attend the meeting in its entirety to be considered eligible for solicitation award. Late entry to the meeting will not be allowed.
4. In the event that, after the acceptance of a proposal by the Board of Directors of the CCWA, any unsuccessful proposer wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager no later than close of business on the 5th business day after the selection of successful proposer by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

courts of the State of Georgia or of the United States.

5. Information submitted by the Proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire proposals may not be deemed proprietary.
6. Proposals must be made on the enclosed Proposal Form. Unless otherwise requested, one (1) original and at least two (2) copies of the Proposal Form need to be submitted, and these copies must be typewritten or printed in ink. All copies of any Proposal Forms must be signed in ink by the person or persons authorized to sign the Proposal Form. The person signing the Proposal Form must initial any changes or corrections.
7. The name of the person, firm, or corporation making the proposal must be printed in ink, along with the Proposer's signature, on all separate sheets of the Proposal Form. If a proposal is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the proposal must show the name of the State under the laws of which the Corporation is chartered and his, or their, authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the Proposal Form.
8. All proposals must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or corporation making the proposal shall submit it in a sealed envelope on or before the date and time specified in the proposal package. The envelope shall be marked "**Sealed Proposal**" and carry the proposal title, Contractor's License Number and date and time of opening as set forth in the proposal package. The envelope shall also bear the name of the party making the proposal and the party's address. Address proposals to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. Even if a proposal is not submitted, the Proposal Form should be returned signed and with an explanation, otherwise the result will be deletion from the mailing list.

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

9. If published price books are a part of your proposal, one price book must be included with your Proposal Form, and the successful Proposer is required to furnish additional current price books after award of the proposal.
10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Contractor's proposal. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the proposer may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications but may not alter any of the language contained in the solicitation.
11. In the case of goods, the person, firm or corporation making the proposal may propose all items. All items may be considered separately, at the discretion of the CCWA.
12. Bids for public works whose price exceeds \$100,000.00 must be accompanied by a certified check, cashier's check, or acceptable bid bond in an amount not less than five percent (5%) of the amount bid.
13. Proposers for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the proposal envelope and must enclose copies of any required license with the proposal.
14. When public work is let out for proposal, no person shall prevent or attempt to prevent competition in such proposal. Such Proposers must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the proposal process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the proposal process; if a corporation, all officers, agents, or other persons who acted for the corporation in the proposal process.
15. Proposals shall not be withdrawn or cancelled by the proposer past the proposal opening date and time. The proposer may make modifications/ corrections to the proposal by submitting a corrected seal proposal but only if the change is prior to the proposal opening. The corrected document should be clearly marked that it supersedes the proposal originally submitted. No modification or corrections will be allowed subsequent to the proposal opening.

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

16. By tendering a proposal, a Proposer agrees to leave the proposal open for acceptance by the CCWA for ninety (90) days after the date set for the opening thereof.
17. By tendering a proposal, the Proposer certifies that the Proposer has carefully examined these instructions and the terms and specifications applicable to and made a part of the proposal. The Proposer further certifies that the prices shown in any schedule of items on which the Proposer is proposing are in accordance with the conditions, terms and specifications of the proposal and that they are aware that any exception taken thereto may disqualify the proposal. Proposers are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Proposer shall merit withdrawal of the proposal.
18. Copies of all communication pertaining to proposals must be sent to the Contracts, Compliance and Risk Management Section.
19. The purpose of this proposal is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. Any applicable sales taxes should be included in the unit prices for all materials to be provided by the successful Proposer.
20. Proposers are hereby notified and agree by submission of a Proposal Form that if additional items not listed in the Proposal Form become necessary and require unit prices not established by the Proposal Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Proposal Form.
21. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
22. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Proposer intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Proposal Form. Otherwise, none will be assumed.

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

23. The time for completion of the work is stated in the Proposal Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
24. The Proposer must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Proposer.
25. The successful Proposer must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
26. The Contract between the CCWA and the Proposer shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.
27. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the proposal guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible proposer, or the work may be re-advertised or constructed by the CCWA.
28. Any Contract and Contract Bonds shall be executed in duplicate.
29. Award of this proposal shall be by action of the CCWA Board at its regular monthly meeting.
30. The CCWA reserves the right, with or without notice or cause, to accept any proposal regardless of the amount thereof; to reject any proposal, or any number of proposals; to negotiate with any Proposer for a reduction of or alterations in its proposal; to reject all proposals and to call for additional proposals upon the same or different invitations to proposal, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a proposal complies with the invitation to proposal, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

31. The apparent low proposal for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
32. While CCWA intends to purchase at the lowest responsible proposal available, price shall not be the sole criteria utilized by the CCWA in evaluating the proposal packages submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible proposal:
 - a. Ability of proposer to perform in the time frame needed by the CCWA.
 - b. Reputation of the proposer in its industry.
 - c. Reasonableness of the proposal in relation to anticipated costs.
 - d. Ongoing relationships with the CCWA based on above-average prior performance of work with CCWA.
 - e. Preference for local proposers where there is no significant variance in price or service.
33. Proposers are notified that CCWA reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Proposer's place of business to any affected Authority facility. CCWA further reserves the right to award the contract to a Proposer other than the Proposer offering the lowest price where: (a) the difference in price between the low Proposer and the preferred Proposer is nominal; and (b) CCWA's Board determines that the preferred proposal provides the most cost effective option due to the closer proximity of the preferred Proposer's place of business to the affected Authority facility or facilities. In such a situation, by responding to this proposal, the Proposer waives any cause of action against CCWA for frustration of proposal or under any similar legal theory; furthermore, the Proposer agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by CCWA in defending against any such claim.
34. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority and women-owned businesses. Proposers are encouraged to solicit minority and women-owned businesses whenever they are potential sources.

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

35. Proposers are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses. Additionally, it is encouraged that bidders access certified Small Local Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online under the tab for "Directories", link for "UCP Directory - Excel" at:
<http://www.dot.ga.gov/PS/Business/DBE>.

The successful Bidder will be asked to provide, along with his Request for Payment each month a list of qualified SLBE and MBE/WBE businesses utilized on this Project.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

36. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Proposer understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Proposer further agrees that such compliance shall be attested by the Proposer and any of his Subcontractors by execution of the appropriate Affidavit and Agreement included after the Agreement Form of these documents.

END OF SECTION

Division 2

Proposal Requirements

Section 5: Cost Proposal Form

Proposal of _____

(Hereinafter "Proposer"), organized and existing under the laws of the State of _____,

doing business as _____ (insert "a corporation," "a partnership," or "an individual" or such other business entity designation as is applicable).

To the Clayton County Water Authority (hereinafter "Owner").

In compliance with the Request for Proposals, Proposer hereby proposes to perform all work for **Third Party Administration Services for Workers Compensation Claims** in strict accordance with the Contract Documents as enumerated in the Request for Proposals, within the time set forth therein, and at the prices stated below.

By submission of this proposal, Proposer certifies, and in the case of joint proposal each party thereto certifies as to the party's own organization that this proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this proposal with any other Proposer or with any competitor. Proposer also certifies compliance with the Instructions to Proposers.

In submitting this proposal, Proposer certifies that he/she is qualified to do business in the state of Georgia as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

CONTRACT EXECUTION:

The undersigned Proposer agrees, if this proposal is accepted, to enter into an Agreement with OWNER on the form included in the Documents to perform and furnish Work as specified or indicated in the Documents for the Contract Price derived from the proposal and within the times indicated herein and in accordance with the other terms and conditions of the Documents.

Proposer accepts the terms and conditions of the Documents.

INSURANCE:

Proposer further agrees that proposal amount(s) stated herein includes specific consideration for the specified insurance coverages.

PROPOSAL:

The undersigned proposes to complete, in all respects, sound, complete and conformable with this Contract Document the following work for the following amounts.

Division 2

Proposal Requirements

Section 5: Cost Proposal Form

CCWA guarantees no minimum or maximum quantities, and additionally reserves the right to purchase more or less at the unit price, based on actual need.

ADDENDA:

Proposer acknowledges receipt of the following Addenda:

Division 2

Proposal Requirements

Section 5: Cost Proposal Form

Part 1

NEW CLAIMS

Workers' Compensation Type of Claim	Estimated Values	Flat Fixed Fee for Life of Claim	Extended Total	Life of Claim	Extended Total	Flat Fixed Fee for Life of Contract	Extended Total	Life of Contract	Extended Total
Lost Time	5		\$ -		\$ -		\$ -		\$ -
Medical Only	25		\$ -		\$ -		\$ -		\$ -
Incident Only	5		\$ -		\$ -		\$ -		\$ -
Total			\$ -		\$ -		\$ -		\$ -
Total for New Claims			\$ -						

RUNOFF CLAIMS

Workers' Compensation Type of Claim	Estimated Values	Flat Fixed Fee for Life of Claim	Extended Total	Life of Claim	Extended Total	Flat Fixed Fee for Life of Contract	Extended Total	Life of Claim	Extended Total
Lost Time	5		\$ -		\$ -		\$ -		\$ -
Medical Only	25		\$ -		\$ -		\$ -		\$ -
Incident Only	5		\$ -		\$ -		\$ -		\$ -
Total			\$ -		\$ -		\$ -		\$ -
Total for New Claims			\$ -						

Total Part 1 \$ -

Part 2

DATA CONVERSION RATE

Flat fee per transfer of a Run off Claims File	
Lump Sum Total	\$ -

Total Part 2 \$ -

Part 3

Please indicate rate where applicable:

OTHER PROPOSED COSTS

OTHER PROPOSED COSTS	Amount	Percentage Fee	Extended Total
PPO Network <i>(Anticipated percentage of \$3,000 savings per year)</i>	\$3,000 Estimated annual savings		\$ -
Total Proposed Costs			\$ -

OTHER PROPOSED COSTS	Estimated Values	Flat Fee	Extended Total
Medical Bill Review <i>(For fee schedule / UCR)</i>	4500 Lines		\$ -
Hospital Bill Audit <i>(Detailed evaluation of hospital bill verifying charges by reviewing medical records)</i>	100 Lines		\$ -
Claim Reporting to CMS	2 Claims		\$ -
SCHIP Reporting <i>(Passthrough fee)</i>	30 Claims		\$ -
Utilization Review <i>(Per review, including pre-certification and concurrent or during hospitalization)</i>	2 Claims		\$ -
Telephonic Case Mgmt. <i>(hours)</i> <i>Per hour</i>	10 Claims		\$ -
Peer Review <i>(hours)</i> <i>Per hour, to be billed in 15- minute increments</i>	2 Hours		\$ -
RMIS Fees <i>Per ID, over and above 2 ID's</i>	1 ID		\$ -
Other Administrative Fees <i>Please specify: per hour, per claim, per unit. Also, provide separate detailed description.</i>			\$ -
Total Other Proposed Costs			\$ -

Total Part 3 \$ -