



**REQUEST FOR PROPOSAL**

**THIRD PARTY ADMINISTRATION SERVICES FOR WORKERS  
COMPENSATION CLAIMS**

**Bid Number 2020-HR-19**

**October 2020**

**CLAYTON COUNTY WATER AUTHORITY  
1600 Battle Creek Road  
Morrow, GA 30260**

**Proposal Opening  
Virtual Teams  
Meeting**

**Tuesday, December 8, 2020 at 10:00 a.m. local time**

**Non-Mandatory  
Pre-Bid Virtual  
Teams Meeting**

**Tuesday, November 10, 2020 at 10:00 am local time**

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## **Division 1**

## **General Information**

### **Section 1: Request for Proposals**

Clayton County Water Authority  
1600 Battle Creek Road  
Morrow, Georgia 30260

Name of Project: **Third Party Administration Services for Workers Compensation Claims.**

The Clayton County Water Authority will open sealed proposals from vendors on **Tuesday, December 8, 2020 at 10:00 a.m. (local time) for Third Party Administration Services for Workers Compensation Claims.** Any proposals received after the specified time will not be considered.

A Non-Mandatory Pre-Proposal Virtual Teams Meeting will be held on **Tuesday, November 10, 2020 at 10:00 a.m. (local time).**

Due to the ongoing concerns with the COVID-19 pandemic, CCWA has decided to host the Proposal Opening and Pre-Proposal meetings as Virtual Teams Meetings.

Please use the following call-in instructions to attend the Pre-Proposal and Proposal Opening meeting:

#### **[Join Microsoft Teams Meeting](#)**

**[+1 912-483-5368](#)**

**Conference ID: 888 617 101#**

CCWA encourages Small Local, Minority and Women-Owned businesses to participate and respond to this proposal request.

In an effort to promote responsible environmental practices the proposal package is available in electronic (Adobe PDF) format and can be requested via e-mail at **CCWA\_Procurement@ccwa.us**, or by calling **770-960-5223**, M-F, 8:00 am - 5:00 pm. Proposers will need to provide contact information and an email address and any file size transfer limits to ensure email transmittals can be made. A hardcopy proposal package can also be requested at a cost of \$25.

*Clayton County Water Authority*

*By: Robin Malone, Chairperson*

**END OF SECTION**

## **Division 1**

## **General Information**

### **Section 2: Project Overview**

#### **2.1 Objective**

As part of an ongoing effort to provide the Clayton County Water Authority (CCWA) with Third-Party Administration (TPA) services for the Workers Compensation program, CCWA is seeking an experienced and reliable TPA that understands the CCWA's business, has excellent customer service, and a dedication to managing and caring for our employees in a professional manner. The successful TPA will be committed to meeting or exceeding its best practice guidelines and will be continually looking for opportunities to improve processes even when such opportunities are not identified by the CCWA.

The TPA must utilize experienced claims adjusters who are effectively trained in all aspects of claim management including the information systems platform. The staff administering claims must maintain a mutually agreed upon caseload. Adjusters must have a demonstrated ability to effectively manage the claims in a timely and efficient fashion. The TPA must have demonstrated success in establishing a working relationship with an experienced, responsive, problem solving and dedicated Account Executive that will be attentive to our account needs.

The initial term of the contract will be May 1, 2021 through April 30, 2022. The contract may be extended for a second and third twelve (12) month period by mutual written consent by both parties with no changes in the terms, conditions, or prices.

#### **2.2 Background**

The Clayton County Water Authority, founded in 1955, provides water, sewer and storm-water services to 76,000 active customers monthly. The employee count of the Clayton County Water Authority (CCWA) is approximately 380. The CCWA is committed to a strong, pro-active safety and loss prevention program with various active safety committees throughout the organization. Company-wide insurance and loss prevention activities are directed by the Risk Management Director, Human Resources staff, and Company Wide Safety Committee. The CCWA is self-funded for all workers compensation costs and is insured for excess coverage. The CCWA utilizes the services of a third-party claim administrator to assist in the delivery of services for this program, and to ensure that it complies with all applicable state statutes.

#### **2.3 Proposal Submission**

One (1) original, four (4) bound copies and one (1) electronic submission in pdf format of the Proposal (**excluding the Cost Proposal Form\***) shall be submitted in a sealed, opaque container, and delivered by hand, courier service, or via the United States Postal Service to *Clayton County Water Authority, 1600 Battle*

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## **General Information**

### **Section 2: Project Overview**

*Creek Road, Morrow, GA 30260* No facsimiles will be accepted. At the time specified for the Proposal Opening, the sealed containers shall be publicly opened, and the names of the firms shall be read aloud.

***\* One original paper copy of the Cost Proposal Form must be submitted in a separate sealed envelope and placed within the sealed submittal package. The envelope must be marked: "Cost Proposal." The cost proposal envelopes will NOT be opened until all evaluations and references are completed for all Proposers.***

#### **2.4 Proposal Format**

Proposals will be evaluated by CCWA staff based on the following criteria items 1-5 below. CCWA staff will then evaluate the cost submission portion of the proposals and rank proposers, to develop a short list of the top ranked firms. After a short-list of the top ranked firms is completed, presentations and interviews may be required to complete the selection process. Evaluating of proposals, short-listing and proposed contract award will be made at the sole discretion of the CCWA.

Proposals shall be submitted with tabs to include the following information:

#### **Section 1 - Specialized Experience and Technical Competence**

This item includes:

- A. Account Management Structure: Provide the contact information and resume of the proposed account manager for this program. Describe the specific roles and responsibilities of this individual, and how these (1) benefit the Clayton County Water Authority; (2) current and typical case load for both medical only and lost time adjuster(s) and (3) how they differentiate your firm from your competitors Please include copies of resumes for the proposed primary adjuster(s) who will be assigned to this account.
- B. Quality initiatives: Please outline your company's internal quality control initiatives to include the qualifications of the auditing staff, content utilized for the quality audits being performed, frequency of reviews/audits, what percentage of the Clayton County Water Authority's annual frequency will be reviewed and whether the results will be shared with the Clayton County Water Authority. This section should also outline your company's best practices for supervisory review and direction, the ratio of supervisors to adjusters and what percent, if any, of the CCWAs annual frequency will be reviewed by the account manager for compliance with best practices. Please also include a copy of your company's current best practices.

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### **Section 2: Project Overview**

- C. Industry Segmentation: Please outline your company's experience with comparable entities like Clayton County Water Authority and describe in detail how your partnership has assisted in the overall reduction of their cost of risk.

### **Section 2 - Claims Management Info Systems**

This item includes:

- A. Analytics: Outline your company's capabilities in providing relevant benchmarking data, claims analysis and other dynamic tools to support program administration and how your platform differentiates your company from your competitors.
- B. Managed Care: Based on the loss data provided, please outline your recommendations for managed care services. Please be specific with respect to medical severity reviews, when nurse case management will review the files, the assignment process for nurse case management, etc.
- C. Medical Bill Review/PPO: Included with this RFP is a list of the top medical providers utilized by the CCWA. Please review and advise (1) which medical providers are in your PPO and (2) the aggregate percentage discount that will be obtained through the continued use of these medical providers. Please list your company's 2018 and 2019 aggregate savings for medical bill review to include the total number of bills processed, the total billed, total paid and total savings amounts sorted by network and non-network providers. Please include a proportion of savings chart/table showing what percentage of the overall savings was from FS/U&C, PPO, duplicate charges and savings below FS/U&C and PPO.
- D. Loss Data: Included with this RFP is loss analysis data for the CCWA to assist you with submitting your proposal. Please provide detail on how you would structure this program based on Clayton County Water Authority's data. Please be specific to include which office locations would administer the claims, along with any recommendations you may have from an account management perspective based on your causal analysis of the loss data.
- E. Claims Handling Specifications Questionnaire: Included with this RFP is a list of claims handling questions. Please respond as appropriate to these questions.

### **Section 3 – Implementation**

Please describe the process for implementation with timeline including milestones. Please include any team members that would assist in this process that have carried out similar scoped implementations or accounts, the number of implementations that have been completed by each team member and their resumes.

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## **General Information**

### **Section 2: Project Overview**

#### **Section 4 - References**

Please provide the following reference information: company name, contact person, mailing address and phone number for at least three (3) current accounts and at least three (3) past accounts. The references should be similar in nature and scale to the proposed services under this RFP.

#### **Section 5 - Cost Proposal**

The Cost Proposal Form must be submitted in a separate sealed envelope, marked "Cost Proposal" and placed within the sealed submittal package. The Cost Proposal envelopes will NOT be opened until all evaluations and references are completed for all Proposers.

In order for the Proposal submission to be considered responsive, the Cost Proposal Form must be completed in its entirety.

A detailed written explanation of your offer can be provided to support your proposal. Complete parts I, II, and III of the Proposal Form. The following provides an explanation of the details included.

##### Part I: Claims Administration of New Claims and Runoff Claims.

Propose the rate per claim for the initial term of the anticipated agreement, for each claim type below, for new claims, existing claims and runoff claims.

- a. New Claims. The historical claims counts set forth in the appendices are a good indication of the future claims counts.
- b. Runoff Claims. The selected TPA may be required to accept and manage all existing claims, both open and closed, from the incumbent TPA. The selected TPA may be required to accept all existing claims, open and closed, for a period going back as far as 1999 or later.

##### Part II: Data Conversion of Runoff Claims.

Propose the data conversion rate per transfer of claims files for the initial term of the anticipated agreement, for each claim type for runoff claims. The rate should be based off of the historical number of claims, by type and location, set forth in the appendices provided.

The selected TPA will accept an electronic transfer of data for existing claims including: payment and reserve transactions, claims activity notes and claims data. The integrity of this data must be assured during the transfer process, and the ability to report historical valuations must be preserved.

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#### Part III: Other Allocated Costs.

The selected TPA contractor shall not invoice the client nor shall the client pay for review of any duplicated bill reviews. Additionally, all the other allocated costs as listed below must include a detailed description of services.

Other Allocated Costs include:

- PPO Network
- Medical Bill Review
- Hospital Bill Audit
- Claim Reporting to CMS
- SCHIP Reporting pass-through fee
- Utilization Review
- Telephonic Case Management
- Peer Review
- RMIS Fees: Two user licenses must be included at no additional cost.
- Other Administrative Fees

Please outline any additional fees associated with access to your system and report writing capabilities.

The CCWA reserves the right to purchase based on actual need at proposal/contract price. If a Proposer intends to offer minimum or maximum, such intent and such quantities should be specified on the Proposal Form. Otherwise, none will be assumed.

### **2.5 Evaluation Criteria**

Initially, all proposals will be reviewed by CCWA Procurement to determine if the proposal submittal is a complete and responsive responsible submittal to the RFP. Those proposals that pass the initial review will be distributed to the CCWA staff. Proposals will be evaluated by CCWA staff and ranked based on all criteria except for Cost Proposal as shown below. CCWA staff will then evaluate the Cost Proposal submission and rank the proposals. CCWA reserves the right to develop a short list of the top ranked firms. At the discretion of CCWA and after a short-list of the top ranked firms is completed, presentations and interviews may be conducted to complete the selection process. Ranking of proposals, short-listing and proposed contract award will be made at the sole discretion of CCWA and may or may not be required for this RFP. CCWA reserves the right to make a selection at any point during the evaluation process.

Proposers shall be accorded fair and equal treatment with respect to CCWA's evaluation process.



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**Section 2: Project Overview**

Each of the identified criteria has a point value that is used to establish the relative importance in the evaluation process. The criterion for this RFP is as noted here and defined in further detail in the remainder of this section. CCWA will evaluate the implementation services of the proposer on the basis of criteria that includes but is not limited to:

<b>Item</b>	<b>Evaluation Criteria</b>	<b>Points</b>
A	Specialized Experience and Technical Competence	25
B	Claims Management Info Systems	10
C	Implementation	10
D	References	5
E	Cost Proposal	50
<b>Total Possible Points without Presentation</b>		<b>100</b>
F	Presentation – By short-listed firms (if requested by CCWA)	20
<b>Maximum Total Points with Presentation</b>		<b>120</b>

**2.6 Proposal Schedule**

The following is a proposed schedule and meant to be a guideline for all Proposers:

Non-Mandatory Virtual Pre-Proposal Teams Meeting	Tuesday, November 10, 2020 at 10:00 a.m.
Deadline for Questions	Tuesday, November 17, 2020 at 10:00 a.m.
Issue Last Addendum	Wednesday, December 2, 2020 at 10:00 a.m.
Virtual Proposal Opening via Microsoft Teams	Tuesday, December 8, 2020 at 10:00 a.m.
<b>Evaluation Period</b>	
Presentations, if needed	Tuesday, January 19, 2021
Anticipated Board Approval	Thursday, February 4, 2021
Sign Contract	Friday, April 30, 2021
Planned Start Date	May 1, 2021

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#### **2.7 Addendum**

To be considered, all questions must be received via email by **10:00 a.m. EST, Tuesday, November 17, 2020** at **ccwa\_procurement@ccwa.us**. Any and all responses to questions will be issued in the form of an Addendum by email. All Addenda issued shall become part of the submittal response.

#### **2.8 Proposal Preparation Costs**

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to the Clayton County Water Authority.

#### **2.9 Compliance with Laws**

In connection with the furnishing of supplies or performance of work under the contract, the vendor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

Proposers certify that all equipment, services and/or goods provided to the CCWA with the Department of Justice ADA Title III Regulations.

**END OF SECTION**

## **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 vendors are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the vendor 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 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

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## **Proposal Requirements**

### **Section 1: Instructions to Proposers**

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.
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. Proposals 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 proposal.

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## **Proposal Requirements**

### **Section 1: Instructions to Proposers**

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.
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 Procurement Department.
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. The CCWA is exempt from federal or state sales taxes; do not include such amounts in the proposal. Exemption certificates are furnished upon request.
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

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### **Section 1: Instructions to Proposers**

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.
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 and the Hold Harmless Agreement prior to beginning performance.
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, the Risk Management Requirements, and the Hold Harmless Agreement), 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 vendor, or the work may be re-advertised or constructed by the CCWA.
28. Any Contract and Contract Bonds shall be executed in quadruplicate.
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

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### **Section 1: Instructions to Proposers**

invitation to proposal, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.

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 price is the prime criteria, and the 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 package 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 the Authority.
  - e. Preference for local vendors where there is no significant variance in price or service.
33. Proposers are notified that the Authority 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. The Authority 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) the Authority'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 the Authority 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 the Authority 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.
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.

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### **Section 1: Instructions to Proposers**

The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online at: <http://www.dot.ga.gov/PS/Business/DBE>.

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.

#### **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**



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## **Proposal Requirements**

### **Section 2: Risk Management Requirements**

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the Authority Certificates of Insurance, certifying the required insurance coverages and stating that each policy has been endorsed to provide thirty (30) day notice to the Authority in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by Authority Management, admitted to do business in the State of Georgia, and rated Secure (“B+” or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

#### **CONTRACTS FOR UP TO \$50,000**

**Worker’s Compensation** – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

**Automobile Liability** – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “Clayton County Water Authority” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

#### **CONTRACTS FOR MORE THAN \$50,000**

**Worker’s Compensation** – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “Clayton County Water Authority” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

**Division 2**

**Proposal Requirements**

**Section 2: Risk Management Requirements**

**RISK MANAGEMENT REQUIREMENTS (Cont'd)**

**CONTRACTS FOR UP TO \$50,000**

**CONTRACTS FOR MORE THAN \$50,000**

**LIMITS OF LIABILITY:**

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

*\*These are automatic minimums*

**Owner's Protective Liability** – The Authority Management's may, in its discretion, require Owner's Protective Liability in some situations.

**Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the Authority may elect to require higher limits.

**Owner's Protective Liability** – The Authority Management's may, in its discretion, require Owner's Protective Liability in some situations.

**END OF SECTION**

## **Division 2**

## **Proposal Requirements**

### **Section 3: Proposal Submittals**

#### **3.1 Required Submittals**

The following forms are required to be included as part of the proposal submittal. Failure to include any of these items may result in the proposal being deemed non-responsive:

- A. Cost Proposal Form.

*Proposers must submit their completed and signed Cost Proposal Form in a separate sealed container which should be marked "Cost Proposal Form", and include the proposal title, opening date and time. **The provided Cost Proposal Forms shall not be altered or modified.***

- B. Proposer Qualification Information Form.

- C. Georgia Security and Immigration Compliance Act of 2006 Form.

- D. Contractor Affidavit and Agreement Form.

- E. Subcontractor Affidavit Form.

*If a Contractor/Subcontractor will not be performing any services under this contract, the Contractor/company submitting the proposal **MUST** also complete, sign, date, and have both Affidavit forms notarized and make proper notation of "N/A" - Not Applicable.*

*Clayton County Water Authority (CCWA) cannot consider any proposal which does not include completed affidavits. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009. All Proposers intending to do business with CCWA are responsible for independently apprising themselves and complying with the requirements of that law, and its effect on CCWA procurements and their participation in those procurements.*

- F. Any other items as required in this RFP including but not limited to the items contained in the Instructions to Proposers.
- G. Non-Collusion Certificate provided on Division 3, Section 4.
- H. W-9 Form (Attachment B).
- I. Vendor Form (Attachment C).
- J. Addenda (if any issued)

**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**

Estimated Values are for evaluation purposes only.

PART I Workers Compensation Type of Claim	New Claims			Runoff Claims		
	Estimated Values	Flat Fixed Fee for Life of Claim	Extended Total	Estimated Values	Flat Fixed Fee for Life of Claim	Extended Total
Lost Time	5			5		
Medical Only	25			25		
Incident Only	5			5		

New Claims: \_\_\_\_\_

Runoff Claims: \_\_\_\_\_

**Total PART I**

**PART II**

**Data Conversion Rate**

(Flat fee per transfer of a Runoff Claims File)

<b>Lump Sum Total</b>

**Total PART II**

**PART III**

Please indicate rates where applicable:

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	
	<b>Estimated Values</b>	<b>Flat Fee</b>	<b>Extended Total</b>
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. (hours) <i>Per hour.</i>	10	Claims	
Peer Review (hours) <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>			

Other Proposed Costs: \_\_\_\_\_

Total:

**Total PART III**

**TOTAL ANNUAL PROPOSED COST (PARTS I, II, AND III)**

**Division 2** **Proposal Requirements**

**Section 5: Cost Proposal Form**

**To be considered responsive to this proposal, Proposers are required to propose on all work items listed on the Proposal Form.**

Submitted by:

---

*(NAME OF PROPOSER)*

By: \_\_\_\_\_  
*(SIGNATURE)*

---

*(TITLE)*

---

*(DATE)*

*(SEAL)*  
*(ATTEST)*

---

*(ADDRESS)*

---

*(PHONE NUMBER)*

---

*(LICENSE NUMBER) (If applicable)*

---

*(E-MAIL ADDRESS)*

**END OF SECTION**

**Division 2**

**Proposal Requirements**

**Section 7: Proposer Qualification Information**

COMPANY NAME OF PROPOSER: \_\_\_\_\_  
\_\_\_\_\_

NUMBER OF YEARS IN BUSINESS \_\_\_\_\_

BUSINESS ADDRESS OF COMPANY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

POINT OF CONTACT NAME: \_\_\_\_\_

POINT OF CONTACT EMAIL ADDRESS: \_\_\_\_\_

COMPANY TAX ID NUMBER: \_\_\_\_\_

COMPANY WEBSITE: \_\_\_\_\_

ENTITY TYPE:       Individual/Sole Proprietor       Employee Owned  
Company       Privately Held Corporation/LLC        
Partnership  
 Publicly Owned Company       Attorney  
 Other (specify): \_\_\_\_\_

NAME OF PRINCIPAL OFFICERS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Division 2**

**Proposal Requirements**

**Section 7: Proposer Qualification Information**

**REFERENCES**

List at least three (3) References of Current Accounts and at least three (3) References of Past Accounts:

**Current Accounts**

Company/Gov't Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

Company/Gov't Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

Company/Gov't Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

**Past Accounts**

Company/Gov't Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

Company/Gov't Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

Company/Gov't Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

**END OF SECTION**

**Division 2**

**Proposal Requirements**

**Section 8: Contractor Affidavit & Agreement**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006**

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor 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 Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit \_\_\_\_ and is incorporated into this Agreement by reference herein.
  
- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
  - 1. \_\_\_\_\_ 500 or more employees;
  - 2. \_\_\_\_\_ 100 or more employees;
  - 3. \_\_\_\_\_ Fewer than 100 employees.
  
- C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
  - 1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
  - 2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Clayton County Water Authority at any time."

**Contractor:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Division 2**

**Proposal Requirements**

**Section 9: Contractor Affidavit & Agreement**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with [O.C.G.A. 13-10-91](#), stating affirmatively that the individual, firm, or corporation which is contracting with the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract, the federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions established in [O.C.G.A. 13-10-91](#).

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with the Clayton County Water Authority, the contractor will only employ or contract with subcontractor(s), who can present a similar affidavit verifying the subcontractor's compliance with [O.C.G.A. 13-10-91](#). Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Clayton County Water Authority within five days of the subcontractor(s) presenting such affidavit(s) to the contractor.

\_\_\_\_\_  
EEV / Basic Pilot Program User Identification Number  
***Please enter the four to seven numerical characters***

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent if Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**Division 2**

**Proposal Requirements**

**Section 9: Contractor Affidavit & Agreement**

**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with

\_\_\_\_\_  
(name of contractor) on behalf of the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract the federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with \_\_\_\_\_

\_\_\_\_\_  
(name of contractor) on behalf of the Clayton County Water Authority, the subcontractor will only employ or contract with sub-subcontractor(s), who can present a similar affidavit verifying the sub-subcontractor's compliance with O.C.G.A. 13-10-91. The undersigned further agrees that the Subcontractor will maintain records of such compliance and provide a copy of each such verification to the Contractor within five days of the sub-subcontractor(s) presenting such affidavit(s) to the Sub-contractor.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number  
**Please enter the four to seven numerical characters**

\_\_\_\_\_  
BY: Authorized Officer or Agent  
Subcontractor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**AGREEMENT FOR ONGOING SERVICES**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the **CLAYTON COUNTY WATER AUTHORITY** (hereinafter "the Authority"), and \_\_\_\_\_, (hereinafter "the Contractor"), witnesseth:

**WHEREAS**, the Authority is contracting with the Contractor for the services described below for the term specified herein;

**NOW THEREFORE**, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** The Contractor shall provide services to the Authority, as described and outlined in the Third Party Administration Services for Workers Compensation Claims Request for Proposal, dated October, 2020.
2. **COSTS:** The Authority shall pay the Contractor the prices as stipulated in the Proposal Form hereto attached as full compensation relative to the Proposal dated \_\_\_\_\_, and above described services.  
  
The Authority shall pay the Contractor net 30 days upon receipt of the invoice and upon acceptance of the work in accordance with the specifications. Payments will be made via regular US Mail.
3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on May 1, 2021. The Agreement shall remain in effect until April 30, 2022..
4. **RENEWAL PROVISIONS:** The Agreement may be renewed for the second and /or third year by mutual written consent by both parties with no changes in the terms and conditions.
5. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects as follows:
  - Shall be performed as stipulated in the proposal documents.
  - Shall be performed by workmen experienced in and capable of doing the kind of work assigned to them.

## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to the Authority.

6. **INSPECTION:** The Authority shall have the right to inspect the goods supplied hereunder at any time during the manufacture or fabrication thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the Authority. If any inspection or test is made by the Authority at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The Authority may reject all goods supplied hereunder, which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications and any other Contract Documents. At the Authority's request, the Contractor shall repair or replace defective goods at the Contractor's expense. Failure to inspect goods, failure to discover defects in goods or payment for goods shall not constitute acceptance or limit any of the Authority's rights, including without limitation those under the WARRANTY provisions of this Agreement. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by the Authority to support production, all cost of such correction, including without limitation installation and removal, will be charged to the Contractor; such charges will also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain in inspection system acceptable to the Authority covering the goods furnished hereunder.
7. **CONTRACTOR'S AFFIDAVITS:** The Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon

## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

Final Payment” provided by the Authority before receiving any interim or final payment for any services performed.

8. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor’s obligations under the WARRANTY provisions of this Agreement.
9. **THE AUTHORITY’S ASSISTANCE AND COOPERATION:** During the Contractor’s performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor’s obligations under this Agreement.
10. **WORK ON THE AUTHORITY’S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor’s employees or agents or the Contractor’s subcontractors enter the Authority’s designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the Authority harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor’s employees or agents or the Contractor’s subcontractor, save and except damage caused by the sole negligence of the Authority. The Contractor, and any subcontractors used by

## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the Authority's request, the Contractor shall furnish to the Authority certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the Authority thirty (30) days prior written notice of cancellation of the coverage.

11. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the Authority's applicable Risk Management Requirements attached to this Agreement as Exhibit A and hereby incorporated into this Agreement.
12. **TERMINATION FOR DEFAULT:**
  - (a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.
  - (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the Authority for any Excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the



## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

extent not terminated hereunder.

- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.
  - (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
  - (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
13. **TERMINATION FOR CONVENIENCE**: The Authority may at any time by written notice terminate all or any part of this Agreement for the Authority's convenience. If this Agreement is terminated, in whole or in part, for the Authority's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred

## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

14. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
15. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the Authority, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.
16. **ATTORNEYS' FEES:** The Contractor shall pay reasonable attorneys' fees to the Authority should the Authority be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the Authority.
17. **COUNTERPARTS AND ELECTRONIC SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

**SIGNATURES ON NEXT PAGE**

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**IN WITNESS WHEREOF** this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, said parties have hereunto set their seals the day and year above first  
written.

Executed on behalf of:

**CLAYTON COUNTY WATER AUTHORITY**

**CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: General Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*[Corporate Seal]*

*[Corporate Seal]*

## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

#### **EXHIBIT A**

#### **RISK MANAGEMENT REQUIREMENTS**

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the Clayton County Water Authority (CCWA) Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to CCWA in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by CCWA Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

#### **CONTRACTS FOR UP TO \$50,000**

**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

**Automobile Liability** – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

#### **CONTRACTS FOR MORE THAN \$50,000**

**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**RISK MANAGEMENT REQUIREMENTS (Cont'd)**

**CONTRACTS FOR UP TO \$50,000**

**CONTRACTS FOR MORE THAN \$50,000**

**LIMITS OF LIABILITY:**

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

*\*These are automatic minimums*

**Owner's Protective Liability** – The CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations.

**Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the Authority may elect to require higher limits.

**Owner's Protective Liability** – The CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations.

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 4: Non-Collusion Certificate**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

Personally appeared before the undersigned officer duly authorized by law to administer

Oaths \_\_\_\_\_  
who, after being first duly sworn, depose and say that they are all the officers, agents,  
persons or employees who have acted for or represented \_\_\_\_\_

\_\_\_\_\_ in proposing or procuring the Contract with the Clayton County Water Authority on the  
following Project: **Third Party Administration Services for Workers Compensation  
Claims**, and that said

\_\_\_\_\_ has not by (himself, themselves) or through any persons, officers, agents or employees  
prevented or attempted to prevent by any means whatsoever competition in such  
proposing; or by any means whatsoever prevented or endeavored to prevent anyone  
from making a proposal therefore, or induced or attempted to induce another to  
withdraw a proposal for said work.

ATTEST: By: \_\_\_\_\_  
Proposer

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name Name

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**END OF SECTION**

# **ATTACHMENT A**

# CLAYTON COUNTY - Top 5 Medical Providers - 5/1/17 to 4/30/20

## Fiscal Year

Provider	5/1/17 - 4/30/18		5/1/18 - 4/30/19		5/1/19 - 4/30/20		Total	
	Number of Bills	Total Paid	Number of Bills	Total Paid	Number of Bills	Total Paid	Number of Bills	Total Paid
CADUCEUS USA	44	\$10,315	61	\$13,473	80	\$15,697	185	\$39,486
PIEDMONT HENRY HOSPITAL	20	\$31,386	2	\$602	4	\$639	26	\$32,627
PIEDMONT HOSPITAL	1	\$5,630	2	\$6,210	2	\$27,015	5	\$38,855
SOUTHERN REGIONAL MEDICAL CEI	1	\$591	1	\$14,070	2	\$4,524	4	\$19,185
SUMMIT	81	\$16,222	98	\$14,521	75	\$11,931	254	\$42,674
<b>Total</b>	147	\$64,144	164	\$48,877	163	\$59,805	474	\$172,826



# ATTACHMENT B

**Due to the large file size, please click [here](#) to access the Claim Loss Data.**

# **ATTACHMENT C**

# Clayton County Water Authority Claims Handling Specifications Questionnaire

<b>Provider Name:</b>		<b>Date:</b>	
<b>Office/ Location:</b>		<b>Completed by:</b>	
<b>Address:</b>		<b>Phone:</b>	
<b>City, State, Zip:</b>		<b>Email:</b>	

## A. CLAIMS REPORTING

<b>1.0</b>	Web reporting. Can clients access and report the following claims:	<input type="checkbox"/> Workers Compensation
<b>1.2</b>	Does TPA send FROI to State Board?	
<b>2.0</b>	Do you have claim reporting software that allows for an import of location information from your RMIS?	
<b>2.1</b>	Will it allow the client to establish an employee database from existing payroll or HR records?	Please include cost in the Cost Proposal Form.
<b>2.2</b>	Will it allow supplemental question customization?	<b>2.3</b> If yes, how many?
<b>2.4</b>	Will it allow for cause of loss code customization?	<b>2.5</b> If yes, how many?
<b>3.0</b>	Will TPA allow the use of an independent provider for claims intake?	
<b>3.1</b>	Please include any related costs for this service in the Cost Proposal Form.	
<b>4.0</b>	What is the claim reporting process?	
<b>5.0</b>	How long does it take for the claim to be entered into the claims system?	
<b>6.0</b>	Can the TPA provide a monthly detailed report of all claims reported, sorted by claim type?	
<b>7.0</b>	Can clients report losses 24/7?	
<b>8.0</b>	Can you provide on-site investigation after hours?	
<b>9.0</b>	Will the client's escalation process procedures be incorporated in cases of fatalities or severe injuries?	
<b>10.0</b>	Does TPA have a 24/7 Nurse Triage program for when an incident initially occurs?	
<b>10.1</b>	If yes, please include the additional cost in the Cost Proposal Form.	

**Comments:**

## B. BRANCH MANAGEMENT

<b>1.0</b>	Do Supervisors/Adjusters carry caseloads? If yes, describe in comments section.	
<b>2.0</b>	What is the ratio for adjusters to supervisors(s)? (ie 1: x)	0
<b>3.0</b>	Will TPA allow for dedicated adjusters to the client?	
<b>4.0</b>	Are the branch office profit centers?	
<b>5.0</b>	List the branch office (city, state) that is being proposed to handle this account	
<b>6.0</b>	Does this branch office have the ability to cut checks to vendors locally?	
<b>7.0</b>	Does the TPA currently have clients that provide indemnity benefits that exceed statutory requirements?	
<b>8.0</b>	What is the average tenure of your adjusters at the branch that will be administering the Clayton County Water Authority account?	
<b>9.0</b>	What is the average tenure of your supervisors at the branch that will be administering the Clayton County Water Authority account?	
<b>10.0</b>	Define and briefly describe the stability of your branch office and staff in the comments box of this section.	
<b>11.0</b>	What are the maximum caseloads per adjuster?	0
<b>12.0</b>	What is the adjuster turn-over rate at the branch office level that will be administering the Clayton County Water Authority account?	0%
<b>13.0</b>	What is the supervisor turn-over rate at the branch office level that will be administering the Clayton County Water Authority account?	0%
<b>14.0</b>	Are you approved by other carriers/ claims service providers?	
<b>14.1</b>	If yes, which ones?	

**Comments:****C. INVESTIGATION MANAGEMENT****Worker's Compensation**

1.0	Will three point contact made with employee, employer and medical provider on all lost time claims within 24 hours?		
1.1	If not, what time frame?		
2.0	Does company provide 2-point contact with the employer and either medical provider or employee on medical only claims within 24 hours?		
2.1	Is there an additional charge?	2.2	Please include cost in the Cost Proposal Form.
3.0	Will the adjusters attend mediations and hearings?		
3.1	Is there an additional charge?	3.2	Please include cost in the Cost Proposal Form.
4.0	Will the TPA pay for all penalties and attorney fees assessed by the State Board due to TPA error?		
5.0	Will TPA correct all incorrect, improperly coded or blank location code information on a monthly basis?		
6.0	Will TPA transcribe all recorded statements upon notice of litigation?		
7.0	Does TPA have contracts with outside claims adjusting firms?		
7.1	Name all vendors:		
8.0	Does TPA have contacts with SIU firms?		
8.1	Name all vendors:		
9.0	Will TPA agree to allow Clayton County Water Authority select all vendors to handle outside adjusting, surveillance and all other adjusting services?		
10.0	Does TPA have contracts with MSA vendors?		
10.1	Name all vendors:		
11.0	Will recorded statements be taken from the claimant & witnesses within 48 hrs of receipt of the claim or receipt of witnesses contact info. on all lost time, auto liability and medical only claims with questionable compensability?		
12.0	Will the claim notes contain a detailed summary of the recorded statement outlining all pertinent facts?		
13.0	Will company obtain approval from the client and provide all pertinent facts prior to denying compensability or prior to reversing a denial?		
14.0	Will the adjuster's file be reviewed by his/her supervisor every 45 days or earlier?		
15.0	Will follow up take place with the doctor or medical provider every 30 days or earlier?		
15.1	If not, what time frame?		
16.0	Will ongoing disability be documented through strategically qualified monthly reports from the treating physician?		
16.1	If not, what time frame?		
17.0	Will company provide a preliminary action plan within 10 days of receipt of a lawsuit, letter of rep. or notice of hearing ?		
17.1	If not, what time frame?		
17.2	Will company provide a copy of the lawsuit, letter of rep. or notice of hearing within 2 business days?		
18.0	Will company adhere to authority guidelines as directed by the client?		
18.1	Will company submit a case evaluation report with the request for settlement authority prior to entering into negotiations?		
19.0	Will company agree to prior approval before pursuing all third party actions?		
20.0	Will all claims be reported to the Central Index Bureau?		
20.1	Please include cost in cost proposal form.		
20.2	Will all matches be investigated?		
21.0	Will company seek prior approval from the client prior to initiating surveillance?		
22.0	Will a supervisor review each claim within 10 days of case creation?		
23.0	Will the company be able to provide full formal claim status reports to the client on files with an initial reserves >\$25k and/or for claims with a \$15k reserve change?		
23.1	How often will the company provide these reports for claims above \$25,000?		
24.0	Will WC bills be sent to TPA or client?		

24.1	If TPA, how can client confirm legitimacy of bill payment?	
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**Comments:**

**D. RESERVE MANAGEMENT**

1.0	Will company provide a comprehensive status report within 10 days to client/broker when the total incurred exceeds an agreed upon amount?	
1.1	If not, what time frame?	
2.0	Will company allow approval by client prior to setting any initial reserve in excess of an agreed upon amount or revising a reserve that will result in a reserve in excess of an agreed upon amount?	
3.0	Does company utilize a reserve software program for the establishment of reserves?	
4.0	What is the reliability factor and accuracy level of the reserves set by the TPA?	
5.0	Does TPA reserve to ultimate value, most probable outcome or other(explain)?	
4.0	Will reserves be established within 3 days of receipt of the claim?	
4.1	If not, what time frame?	
5.0	Will reserves be re-evaluated and documented in the notes every 30 days?	
5.1	If not, what time frame?	
6.0	Will the adjuster notes document the rationale for every reserve change?	

**Comments:**

**E. ACCOUNT MANAGEMENT**

1.0	Will an account manager be assigned to client?	
1.1	Can client interview and choose the account manager?	
1.2	Do your account managers have experience as adjusters?	
1.3	Are your account managers required to be proficient in your RMIS system?	
1.4	Include any costs in the Cost Proposal Form.	
2.0	Will account manager audit claims handling procedures to ensure compliance with company "best practices"?	
3.0	Will account manager actively monitor claim trends based on frequency and severity of losses and provide to client?	
4.0	Will account manager monitor and provide input on larger claims at an agreed upon reserve threshold?	
5.0	Will account manager mentor designated/dedicated adjusters and supervisors to ensure quality standards are met?	
5.1	Will this be documented and supplied to client/broker?	
6.0	Will account manager be responsible for providing and coordinating communications within the company regarding clients' performance requirements?	
6.1	Will summary reports be provided?	
7.0	Will account manager be responsible for planning, coordinating and presenting an overview of the progress and status of the various activities, services and achievements provided by the company?	
8.0	Will company provide a detailed monthly invoice for WC reflecting type of claim and fees?	
9.0	Will you get approval from client prior to incurring any expenses?	
10.0	What is the frequency of check runs?	
11.0	Will the company send actual voided checks to the CCWA?	
11.1	If yes, time frame?	
12.0	Will you allow for quarterly or semi-annual reviews at client's office?	
13.0	Are there separate fees for stewardship meetings?	
13.1	If yes, please include in the Cost Proposal Form	
14.0	Describe your implementation process and timeline?	

**Comments:**

**F. MANAGED CARE PROGRAMS**

1.0	Does the company have preferred vendors for managed care? If yes, list them.			
1.1	List all preferred vendors:			
2.0	Will the company agree to the client designating vendors?			
3.0	Does the company have contracts with managed care vendors? If yes, list them.			
3.1	List all preferred vendors:			
4.0	Does company audit workers' compensation medical bills to the state fee schedule(s)?			
5.0	Would your company be able to audit work comp medical bills against an additional discount schedule other than your PPO?			
6.0	Does company charge a percentage of the overall savings?			
6.1	List percentage in the Cost Proposal Form			
7.0	Does company charge per bill and/or per line?			
7.1	Please include the cost in the Cost Proposal Form.		7.2	List the cost percentage for enhanced/clinical review in the Cost Proposal Form
7.3	What is the minimum # of lines?			
8.0	Will company allow for authorization by client prior to assignment of nurse case management?			
9.0	Does company provide utilization review and pre-admission certification services?			
10.0	Does company provide pharmacy management services?			
11.0	Who is your preferred pharmacy management provider?			
12.0	Does client have the ability to specify use of a specific managed care vendor?			
12.1	Is there an additional charge?		12.2	If yes, please include in the Cost Proposal Form
13.0	Will Vocational Rehabilitation activity be reviewed by supervisor?			
13.1	How often?		13.2	Will reports be provided to client?
13.3	Will company allow for authorization by client prior to assignment of vocational rehabilitation?			
14.0	Where are the medical bills to be sent?			
14.1	Are medical bills reviewed by adjuster for approval prior to auditing?			
14.2	If not, who reviews?			
15.0	Is there a per claim fee for assignment of case management?			
15.1	If yes, please include the cost in the Cost Proposal Form			
16.0	What is the average percentage of savings gained through company's bill review system?			0%
17.0	Can client access list of PPO providers via internet?			
18.0	Does TPA have capability of electronic interfacing with adjuster and NCM notes if an outside NCM company is utilized?			
18.1	If yes, please include the cost in the Cost Proposal Form.			
19.0	Does company utilize a medical disability group for measurement of lost time days on workers' compensation claims (ADA, etc)?			
19.1	If yes, list here:			

**Comments:**

**G. RECOVERY MANAGEMENT**

1.0	Does company have a separate subrogation unit?			
1.1	Where is it located?			

1.2	Are file notes integrated into the claim files?		1.3	Include cost in the Cost Proposal Form
2.0	Will every file have documentation outlining the potential for recovery?			
3.0	Will subrogation efforts be documented in the file notes with every status report?			
4.0	Can the company produce a separate report to reflect the status of recoveries separate from going into each claim file?			
5.0	Can the company produce a separate report to reflect the status of potential recoveries separate from going into each claim file?			
6.0	Is subrogation potential recognized through the use of a code when the claim is first opened?			

**Comments:**

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**H. LITIGATION MANAGEMENT**

1.0	Does company interview, approve and maintain an approved counsel panel?		
2.0	Does company require an initial evaluation from the assigned defense counsel within 30 days?		
2.1	If not, what time frame?		
3.0	Does company require monthly status reports from defense counsel?		
4.0	Does company track legal expenses by month, year-to-date and by firm?		
5.0	Does company require counsel to submit a budget guideline outlining the costs of defending the lawsuit?		
6.0	Does company meet with outside counsels to reach uniform agreements on billing guidelines?		
7.0	Are adjusters required to audit defense counsel's bills and include a tape verifying the charges are correct?		
8.0	Does company require counsel to bill in 10ths of an hour?		
9.0	Does company require authorization prior to defense counsel filing any pleadings?		
10.0	Does company require prior approval on staffing changes?		
11.0	Does company coordinate the retention and payment of experts?		
12.0	Does company require counsel to provide pre-trial reports within 90 days of a scheduled trial?		
13.0	Does company require counsel to provide post-trial reports within 10 days after a trial?		
14.0	Does TPA use a litigation bill review vendor?		If so, please include cost in the Cost Proposal Form.
15.0	Can client select their choice of counsel?		

**Comments:**

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**I. QUALITY MANAGEMENT**

1.0	Does the company have a performance criteria for internal quality audits? If yes, attach to RFP.		
2.0	Are continuous rolling claim audits conducted by company?		
2.1	what is the time frame?		
3.0	Is there a separate unit/division that completes quality control audits?		
3.1	Are results presented to client/broker?		
4.0	Are claim files verified against payments made?		
4.0	Is quality control built into the adjusters performance review?		
4.1	Supervisors?		4.2 Managers?
5.0	Does company provide mandatory and continuous training to adjusters?		
5.1	Supervisors?		
6.0	Are there published "Best Practices"? If yes, please provide a copy.		
7.0	Will company allow for quarterly claim reviews?		

7.1	If not, what time frame?	
8.0	Does company provide assistance to clients with their Medicare Secondary Payer Mandatory Reporting Requirements?	
9.0	Does company assist in the preparation and filing of periodic reports and renewal applications required by state agencies?	
10.0	Can the client's service expectations be included in your company's internal audit?	

**Comments:**

**J. INFORMATION SYSTEMS MANAGEMENT**

1.0	Is a RMS representative assigned to the account?	
2.0	Is system internet based?	
3.0	Will system be provided to client?	
3.1	Please include cost in the Cost Proposal Form.	
4.0	Does system have standard and ad hoc report writing capability?	
5.0	Can system maintain a tier location system?	
5.1	How many levels?	
5.2	What is the minimum characters for location coding?	5.3 What is the maximum ?
6.0	Can system provide reports on specific codes such as litigated claims, subrogated claims, etc?	
7.0	Does the system identify related claims with the same name or date of loss?	
8.0	Do you allow for weekly check runs?	
9.0	Do you allow client to review run before releasing checks? Explain.	
10.0	Does system provide reserve feed applications to correct inaccurate coding by client/broker?	
11.0	Does system provide real time access to financial data?	
11.1	If not, what is the delay?	
12.0	Does system provide real time access to claims notes?	
12.1	If not, what is the delay?	
13.0	Does system provide real time access to loss runs?	
13.1	If not, what is the delay?	
14.0	Does system allow for merging of prior data into a single database?	
14.1	Please include cost in the Cost Proposal Form.	
15.0	Are there data integrity procedures to maintain integrity of data?	
15.1	Describe:	
16.0	Does system have the ability to track:	<input type="checkbox"/> Modified work days <input type="checkbox"/> Lost work days <input type="checkbox"/> Use of RTW <input type="checkbox"/> Designated Medial Providers
17.0	How long does system take to reconcile month end reporting?	
18.0	Can system provide loss triangles?	
19.0	Does system allow for access to adjuster notes?	
19.1	Can client/broker input notes into system?	
20.0	Does system have the capability to import prior adjuster notes?	
20.1	Is there a cost?	20.2 Include in the Cost Proposal Form
21.0	Does system have image capability?	
21.1	Can client see the scanned images?	
21.2	Who is responsible for naming or coding the document to be imaged?	
21.3	What imaging software does the company use?	
21.4	Is this software internal to the company or from an outside vendor?	



22.0	Does system have the capability to provide payment tracking?	
22.1	How many codes?	
23.0	Does system have the capability to provide and track diagnosis codes?	
24.0	Does system have the ability to set up customized alerts?	
24.1	Can the customized alerts be sent to the client and adjuster?	
25.0	Can the system export / download data into other formats?	
25.1	What formats?	
26.0	Does system allow for the tracking and review of every reserve change on a per file basis?	
27.0	Does system allow to monitor critical claims via alerts?	
28.0	Does the system have the capability to email adjusters?	
29.0	Does the system have the ability to distribute loss runs via email?	
30.0	Does the system have the ability to drill down to claim detail on loss runs?	
30.1	Does the system have the ability to drill down to losses by location code?	
31.0	Does system provide MBR/PPO Savings loss runs?	
31.1	Can the system incorporate the client's selected physicians ,who may not be in the PPO, into the savings loss runs?	
32.0	Does system allow wireless access to RMIS data?	
33.0	Does system capture policy history structure?	
34.0	Will the company allow the client to own all data?	
34.1	Will the company be able to provide a copy of the data in a format of the client's choosing with 30 days notice?	
35.0	What technology is available for claimants to communicate with adjusters?	

**Comments:**

**K. PERFORMANCE GUARANTEE**

1.0	Will company enter into a performance guarantee w/ client based on the outcome of an agreed upon audit format of open and closed files?	
2.0	Will company enter into a separate performance guarantee w/ client for managed care outcomes based on an agreed upon % of hard dollar savings?	
3.0	Can performance guarantee put only company's fees at risk?	

**Comments:**

# **ATTACHMENT D**

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	<b>1</b>	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.				
	<b>2</b>	Business name/disregarded entity name, if different from above				
	<b>3</b>	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.				
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC		<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____		<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.			
	<input type="checkbox"/> Other (see instructions) ▶ _____		<b>4 Exemptions</b> (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>			
	<b>5</b>	Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)		
<b>6</b>	City, state, and ZIP code					
<b>7</b>	List account number(s) here (optional)					

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
					-			-			
<b>or</b>											
<b>Employer identification number</b>											
					-						

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



# **ATTACHMENT E**



# COVER SHEET

Effective:  
May 1, 2019

FOR

## VENDOR INFORMATION FORM

*The enclosed Vendor Information Form is used by the Clayton County Water Authority (CCWA) for adding vendors to its financial database system that are awarded procurement or service work. This form has two parts. **Part 1** is designed to obtain general company information. Completion of this part is required to successfully add the vendors to CCWA's financial database system. **Part 2** is intended for information gathering purposes only. While information requested on Part 2 is optional to the vendors, it will help the CCWA obtain business ownership classification description from its vendors.*

**Product(s) / Service(s) Provided:** Select a NIGP code from the drop-down menu. If the code is unknown, you can search it by clicking the link provided on the form. Go to page 5. At the same time, press CTRL-F. This will open a small FIND box on your screen. In the box, type the key word that best describes your goods or services and click NEXT until you find the best fit. **Write down the 5 digit code number and go to the drop-down menu of this Form to select the code.**

For the purposes of executing this document, the following definitions apply:

- **Small Local Business Enterprise (SLBE)** is one that is at least 51% owned by one or more of the applicant individuals identified and a citizen or lawfully admitted permanent resident of the United States. Independently owned and operated with average annual gross receipts for the previous three years not exceeding (1) Construction Firms- \$18,250,000 (2) Professional Services Firms - \$5,500,000, Architectural Firms - \$3,750,000, Engineering Firms- \$7,500,000 and Goods & Services – less than 250 employees. Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year prior to submitting application for certification.
- **A Woman Business Enterprise (WBE)** is one that is at least 51% owned by a Female, who also controls and operates the business, and is a permanent resident of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia and must be lawfully licensed within the relevant jurisdiction.
- **A Minority Business Enterprise (MBE)** is one that is at least 51% owned by one of the minority groups identified below, who also control and operate the business, and are permanent residents of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia and must be lawfully licensed within the relevant jurisdiction.

**Minority Groups:**

- Hispanic American
  - African American
  - Native American
  - Asian American
  - Pacific Islander
- **A Disabled Citizen Enterprise (DCE) of the US** refers to a business that is at least 51% owned by one or more disabled US citizens, who also control and operate the business, and are permanent residents of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia, and must be lawfully licensed within the relevant jurisdiction.

**Vendor Information Forms should be submitted to the Procurement Department.**

**For questions related to the verification of certifications, please email  
ccwa\_slbe\_program@ccwa.us**



# VENDOR INFORMATION FORM

Effective 5/1/19

## PART 1

Vendor Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Pay to Address: \_\_\_\_\_  
 Same as above

ACH is a way to move money between banks electronically. If you are interested in ACH payments, please complete all of the information below, and attach a copy of a voided check confirming your account information:

Bank Name: \_\_\_\_\_  
 Routing No.: \_\_\_\_\_ Account No.: \_\_\_\_\_  
 Account Name: \_\_\_\_\_  
 Remittance to Email Address: \_\_\_\_\_

**Vendors should send all invoices to: [CCWA Accounts Payable@ccwa.us](mailto:CCWA_Accounts_Payable@ccwa.us)**

Entity Type:  Individual/Sole Proprietor  Employee Owned Company  Partnership  
 Privately Held Corporation/LLC  Publicly Owned Company  Attorney  
 Other ... \_\_\_\_\_

Social Security or Tax Identification Number (TIN): \_\_\_\_\_

Payment Terms:  NET 30 DAYS  Other: \_\_\_\_\_

**PRODUCTS / SERVICES PROVIDED:**  
Provide NIGP Code(s)

For help finding NIGP Codes, click here: [NIGP Code Listing](#)

***Required: A signed W-9 form must be submitted with this form.***

## PART 2

**(For information gathering purposes only. You are not required to complete PART 2).**

**COMPANY'S OWNERSHIP CLASSIFICATION - See Cover Sheet for additional information.**

**To participate in the Small Local Business Program, please complete the following section:**

SLBE Are you certified?  Yes  No Certifying Agency \_\_\_\_\_

County of Primary Business Located: \_\_\_\_\_

**If you are certified as one of the following classifications, please check the appropriate box:**

WBE  MBE \*  DCE

\* IF MBE, PLEASE  Hispanic American  African American  Pacific Islander

CHOOSE ONE ONLY:  Native American  Asian American

If "Publicly Owned Company" has been chosen, no other designation (Hispanic American, African American, Etc.) may be chosen. This option will serve as your company's classification.

**Vendor Information Forms should be submitted to [ccwa\\_slbe\\_program@ccwa.us](mailto:ccwa_slbe_program@ccwa.us).**

If your company's ownership is certified as SLBE, WBE, MBE, or DCE with the State of Georgia (GDOT) Certification Program, Clayton County, DeKalb County or with the City of Atlanta, please submit a copy of your business certification (including your phone, fax, and email address) to: [ccwa\\_slbe\\_program@ccwa.us](mailto:ccwa_slbe_program@ccwa.us) Certification from any other entity is not needed at this time.