



**REQUEST FOR BIDS**

**BILL PRINT SERVICES**

**2018-CA-22**

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

**SEPTEMBER 2018**

**Bid Opening:** Tuesday, November 6, 2018 at 2:00 p.m. (local time)  
1600 Battle Creek Road, Morrow, GA 30260

**Non-Mandatory  
Pre-Bid Meeting:** Tuesday, October 16, 2018 at 2:00 p.m. (local time)  
1600 Battle Creek Road, Morrow, GA 30260

**This procurement has a SLBE Bid Discount**

## **Table of Contents**

---

### **Division 1 General Information**

Section 1	Request for Bids .....	1-1.1
Section 2	General Overview .....	1-2.1
2.1	Bid Overview .....	1-2.1
2.2	Intent and Purpose .....	1-2.1
2.2	Bid Evaluation .....	1-2.1
2.4	Addendum .....	1-2.2

### **Division 2 Bid Requirements**

Section 1	Instructions to Bidders .....	2-1.1
Section 2	Risk Management Requirements .....	2-2.1
Section 3	Required Bid Submittals .....	2-3.1
Section 4	Bid Form .....	2-4.1
Section 5	Georgia Bid Bond (Not Required)	
Section 6	Bidder Qualification Information .....	2-6.1
Section 7	Contractor Affidavit & Agreement .....	2-7.1

### **Division 3 Contract Forms**

Section 1	Agreement Form .....	3-1.1
Section 2	Performance Bond (Not Required)	
Section 3	Payment Bond (Not Required)	
Section 4	Non-Collusion Certificate .....	3-4.1

### **Division 4 Specifications**

Section 1	General Requirements .....	4-1.1
1.1	Scope of Services .....	4-1.1
1.2	Bid Form Items .....	4-1.2

### **Addenda**

**END OF TABLE OF CONTENTS**

## **Division 1**

## **General Information**

### **Section 1: Request for Bids**

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

Name of Project: **Bill Print Services**

The Clayton County Water Authority will open sealed bids from qualified firms at its office located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Tuesday, November 6, 2018 at 2:00 p.m.** local time for Bill Print Services.

Any bids received after the specified time will not be considered.

A Non-Mandatory Pre-Bid Conference Meeting will be held on **Tuesday, October 16, 2018 at 2:00 p.m. local time** at 1600 Battle Creek Road, Morrow, Georgia, 30260. Firms interested in the conference call meeting should email our Procurement Department at **[ccwa\\_procurement@ccwa.us](mailto:ccwa_procurement@ccwa.us)** no later than Monday, October 15, 2018 by noon. The email needs to include the participant's name and phone number, and CCWA will provide call in instructions.

In an effort to promote responsible environmental practices the bid package is available in electronic (Adobe PDF) format and can be requested by calling **770-960-5223**, M-F, 8:00 am - 5:00 pm or by e-mail to **[CCWA\\_Procurement@ccwa.us](mailto:CCWA_Procurement@ccwa.us)**.

A hardcopy bid package can also be requested at a cost of \$25.

Clayton County Water Authority

John Chafin, Chairman

**END OF SECTION**

## **Division 1**

## **General Information**

### **Section 2: General Overview**

#### **2.1 Bid Overview**

This is an invitation to your firm to submit a sealed bid for Bill Print Services for a 12- month period beginning approximately on **July 1, 2019**, contingent to going live with new CIS system.

The initial term of this contract will be for twelve (12) months, with the option to extend up to four (4) twelve months renewal terms with no changes in price, terms, and conditions, by written mutual consent by the Contractor and CCWA.

The bids shall be delivered or mailed to the Clayton County Water Authority (CCWA), located at 1600 Battle Creek Road, Morrow, Georgia 30260, in a sealed envelope, on or before **Tuesday, November 6, 2018 at 2:00 p.m. (local time)**. The envelope shall be marked "Sealed Bid" and carry the bid title, date, and time of bid opening (refer to General Instructions to Bidders). Any and all bids received after this date and time will be considered unresponsive.

#### **2.2 Intent and Purpose**

CCWA bills approximately 83,000 water, sewer and stormwater customer accounts each month. We have 20 cycles with one cycle being billed daily. A flat file is generated for printing and a "pdf" copy is posted on vendor site for CCWA customer viewing for up to 12 months. The customer uses the CCWA customer self service portal (eCare) to access the pdfs of bills. The current software is Harris NorthStar Customer Information System (CIS).

The objective of this Request for Bid (RFB) is to find an experienced, reliable proposer to provide the Clayton County Water Authority (CCWA) with bill print services and bulk mail discount for customer bills created by the Authority. CCWA is in the process of implementing a new Customer Information System (Cayenta Utilities). The Bill Print Services being procured in this bid would start in conjunction with the Cayenta Utilities go-live date, tentatively scheduled for late June of 2019.

#### **2.3 Bid Evaluation**

A contract will be awarded to the lowest responsive responsible bidder whose bid conforms to the Request for Bids specifications, and will be the most advantageous to the CCWA. An evaluation will also be performed to ensure

## **Division 1**

## **General Information**

### **Section 2: General Overview**

bidder complies with the required submittals. Determination of best responsive responsible bidder will be the sole judgment of the CCWA.

To be considered responsive to this bid, bidders are required to bid on all items listed on the Bid Form. Please note the estimated quantities on the bid form will be used for evaluation purposes only.

#### Small Local Business Enterprise ((SLBE) bid discount:

This procurement has a SLBE bid discount for evaluation purposes only, which will be given to CCWA certified SLBE primes only.

For more details, please refer to Division 2, Section 8 of this bid package.

#### **2.4 Addendum**

Bidders may submit questions regarding this bid prior to the bid opening. To be considered, all questions must be received in writing via email at **(CCWA\_Procurement@ccwa.us)** by **Monday, October 22, 2018 at 2:00 p.m. (local time)**. Any and all responses to bidders' questions will be issued in the form of an Addendum by email. All addenda issued shall become part of the Bid Documents.

**END OF SECTION**

## **Division 2**

## **Bid Requirements**

### **Section 1: Instructions to Bidders**

These instructions are to be followed by every entity bidding to provide the Clayton County Water Authority (CCWA) with goods and/or services. These instructions constitute an integral part of the Bid, and any Bidder agrees that tender of a Bid 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 Bidder ultimately executes with the CCWA.

1. If there is any question whatsoever regarding any portion of the specifications, it shall be the Bidder's responsibility to seek clarification immediately from the CCWA, as early as possible prior to the bid 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 bids.
2. Unless it is otherwise stated in the bid documents, it shall be the responsibility of the bidder to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its bid. Documents may be made available by the CCWA during the bidding process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the bidder 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 bidder.
3. Pre-bid 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 bid by the Board of Directors of the CCWA, any unsuccessful bidder 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 bidder 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.

## **Division 2**

## **Bid Requirements**

### **Section 1: Instructions to Bidders**

5. Information submitted by the Bidder in the bid process shall be subject to disclosure after bid 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 bids may not be deemed proprietary.
6. Bids must be made on the enclosed Bid Form. Unless otherwise requested, one (1) original and at least two (2) copies of the Bid Form need to be submitted, and these copies must be **typewritten or printed in ink**. All copies of any Bid Forms must be signed in ink by the person or persons authorized to sign the Bid Form. The person signing the Bid Form must initial any changes or corrections.
7. The name of the person, firm, or corporation making the Bid must be printed in ink, along with the Bidder's signature, on all separate sheets of the Bid Form. If a Bid 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 Bid 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 Bid Form.
8. All Bids 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 Bid shall submit it in a sealed envelope on or before the date and time specified in the Bid package. The envelope shall be marked "**Sealed Bid**" and carry the Bid title, and date and time of opening as set forth in the Bid package. The envelope shall also bear the name of the party making the Bid and the party's address. Address Bids to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. Even if a Bid is not submitted, the Bid 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 Bid, one price book must be included with your Bid Form, and the successful Bidder is required to furnish additional current price books after award of the Bid.
10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Bidder's bid. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the bidder

## **Division 2**

## **Bid Requirements**

### **Section 1: Instructions to Bidders**

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 Bid may Bid all items. All items may be considered separately, at the discretion of the CCWA.
12. Bidders 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 bid envelope and must enclose copies of any required license with the bid.
13. When public work is let out for bid, no person shall prevent or attempt to prevent competition in such bid. Such bidders 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 bid 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 bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.
14. Bids shall not be withdrawn or cancelled by the bidder past the bid opening date and time. The bidder may make modifications/corrections to the bid by submitting a corrected seal bid but only if the change is prior to the bid opening. The corrected document should be clearly marked that it supersedes the bid originally submitted. No modification or corrections will be allowed subsequent to the bid opening.
15. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the CCWA for sixty (60) days after the date set for the opening thereof.
16. By tendering a bid, the bidder certifies that the bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders 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 Bidder shall merit withdrawal of the bid.



## **Division 2**

## **Bid Requirements**

### **Section 1: Instructions to Bidders**

17. Copies of all communication pertaining to bids must be sent to the Contracts, Compliance and Risk Management Section.
18. The purpose of this bid 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 bid. Exemption certificates are furnished upon request.
19. Bidders are hereby notified and agree by submission of a Bid Form that if additional items not listed in the Bid Form become necessary and require unit prices not established by the Bid Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Bid Form.
20. 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.
21. 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 Bidder intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Bid Form. Otherwise, none will be assumed.
22. The time for completion of the work is stated in the Bid 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.
23. The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Contractor.
24. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
25. The Contract between the CCWA and the Contractor shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.

## **Division 2**

## **Bid Requirements**

### **Section 1: Instructions to Bidders**

26. 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 bid 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.
27. Any Contract and Contract Bonds shall be executed in duplicate.
28. Award of this bid shall be by action of the CCWA Board at its regular monthly meeting.
29. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the amount thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to Bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
30. The apparent low bid 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.
31. Bids received from two (2) or more vendors that are identical in price, delivery and meet the requirements of the bid specifications shall be awarded on the following basis:
  - a. The bid submitted by a vendor who does not have a documented negative vendor performance record.
  - b. The bid submitted by a vendor who is located within Clayton County.
  - c. The bid submitted by a vendor who is certified by our Small Local Business Enterprise Program.
  - d. If the tie bids meet all the above criteria, and it is not in the Authority's best interest (at its sole discretion) to split the award, the bid award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be invited to attend the coin toss at a stated date and time. One or more witnesses from both CCWA Procurement and the Requesting Department

## **Division 2**

## **Bid Requirements**

### **Section 1: Instructions to Bidders**

may be present. A simple coin toss (called by the vendor listed first in the alphabet) will break the tie and decide the award.

32. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the CCWA in evaluating the bid package submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible bid:
  - a. Ability of Bidder to perform in the time frame needed by the CCWA.
  - b. Reputation of the Bidder in its industry.
  - c. Reasonableness of the bid in relation to anticipated costs.
  - d. Ongoing relationships with the CCWA based on above-average prior performance of work with the Authority.
33. Bidders 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 Bidder's place of business to any affected Authority facility. The Authority further reserves the right to award the contract to a Bidder other than the Bidder offering the lowest price where: (a) the difference in price between the low Bidder and the preferred Bidder is nominal; and (b) the Authority's Board determines that the preferred bid provides the most cost effective option due to the closer proximity of the preferred Bidder's place of business to the affected Authority facility or facilities. In such a situation, by responding to this bid, the Bidder waives any cause of action against the Authority for frustration of bid or under any similar legal theory; furthermore, the Bidder 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 small local, minority and women-owned businesses. Bidders are encouraged to solicit small local, minority and women-owned businesses whenever they are potential sources.
35. Bidders 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 small local, minority and women-owned businesses. Additionally, it is encouraged that bidders access certified Small Local Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

## **Division 2**

## **Bid Requirements**

### **Section 1: Instructions to Bidders**

The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online under the tab for "Directories", link for "UCP Directory - Excel" at:

<http://www.dot.ga.gov/PS/Business/DBE>.

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

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

36. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful 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 bid and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement included after the Agreement Form of these documents.

**END OF SECTION**

## **Division 2**

## **Bid 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**

**Bid Requirements**

**Section 2: Risk Management Requirements**

**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'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.

**Professional Liability** – The Authority's Management will require Professional Liability coverage of \$2,000,000.

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

**Professional Liability** – The Authority's Management will require Professional Liability coverage of \$2,000,000.

**END OF SECTION**

## **Division 2**

## **Bid Requirements**

### **Section 3: Bid Submittals**

#### **3.1 Required Bid Submittals:**

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

- A. Bid Form.
- B. Bidder Qualification Information, including References. Failure to provide satisfactory references will result in the bid being deemed non-responsive.
- 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 bid 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 bid 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 Bidders 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. Copies of any and all license(s) required to perform the work.
- G. Any other items as required in this RFB including but not limited to the items contained in the Instructions to Bidders.
- H. Addenda (if any issued).

**END OF SECTION**

## **Division 2**

## **Bid Requirements**

### **Section 4: Bid Form**

Bid of \_\_\_\_\_

(Hereinafter "Bidder"), 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 Bids, Bidder hereby proposes to perform all Work for **Bill Print Services** in strict accordance with the bid documents as enumerated in the Request for Bids, within the time set forth therein, and at the prices stated below.

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

In submitting this bid, Bidder certifies Bidder 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.

Total amounts are products of the unit prices multiplied by the estimated quantities. In the event of a conflict between the amounts and the unit prices, the unit prices shall govern.

**CONTRACT EXECUTION:** The undersigned Bidder agrees, if this Bid is awarded, to enter into an Agreement with the Authority on the form included in the Bid Documents to perform and furnish work as specified or indicated in the Bid Documents for the contract price derived from the Bid and within the contract times indicated in the Agreement, and in the accordance with the other terms and conditions of the Bid Documents.

Bidder accepts the terms and conditions of the Bid Documents.

**INSURANCE:** Bidder further agrees that the bid amount(s) stated herein includes specific consideration for the specified insurance coverage.

**ADDENDA:** Bidder acknowledges receipt of the following Addenda:

---

**BID:** The undersigned proposes to complete, in all respects, sound and conformable with this Contract Document the work for the amounts as shown on the following Bid Form:



**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

No.	Description	Detail	Cost per document	Estimated quantity <sup>(1)</sup> (per year)	Extended amount
1	<b>BILL PRINT</b>	Bill Printing		1,000,000	
2		Return Envelope		1,000,000	
3		Sorting / Stuffing		1,000,000	
4		Mailing (excluding postage)		1,000,000	
5		NCOA		1,000,000	
6	<b>SETUP / IMPLEMENTATION COSTS</b> (One-time charge including professional services, hardware, software, etc.)	Bill Setup			
7		Project Management			
8		Hardware / Software			
<b>TOTAL BID AMOUNT</b>					
9	HOURLY COST ON-GOING SUPPORT (Future modifications, etc.) <sup>(2)</sup>				

<sup>(1)</sup> *These are estimated quantities only. CCWA does not guarantee minimum or maximum number of documents each month.*

<sup>(2)</sup> *This item is for information only and will not be considered for bid evaluation purposes.*

If the Bidder is certified as a Small Local Business Enterprise (SLBE) with CCWA, the CCWA SLBE Certification number must be entered below, as well as the County where the business is located in.

CCWA SLBE Certification No. \_\_\_\_\_ County: \_\_\_\_\_

**Submitted by:**

COMPANY NAME OF BIDDER: \_\_\_\_\_

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

I have read and understand the requirements of this Request for Bid and agree to provide the required services in accordance with this bid and all attachments, exhibit(s), etc. The amount bid shall include all labor, material and equipment to provide the services as outlined herein including any communications devices, computer hardware and software, and travel or per diem expenses and any other miscellaneous expense involved.

Submitted by: (Company Name) \_\_\_\_\_

By: (Officer Name) \_\_\_\_\_

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

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

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

CITY, STATE, ZIP CODE: \_\_\_\_\_

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

FAX NUMBER: \_\_\_\_\_

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

LICENSE NUMBER (If applicable): \_\_\_\_\_

DATE: \_\_\_\_\_

**END OF SECTION**

**Division 2**

**Bid Requirements**

**Section 6: Bidder Qualification Information**

COMPANY NAME OF BIDDER: \_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

FAX 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**

**Bid Requirements**

**Section 6: Bidder Qualification Information**

**REFERENCES**

*Provide at least three references for bill print services completed within the last five years. Failure to provide satisfactory references will result in the bid being deemed non-responsive.*

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

**END OF SECTION**

**Division 2**

**Bid Requirements**

**Section 7: 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:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Division 2**

**Bid Requirements**

**Section 7: 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  
**Enter four to six digit numbers**

---

Name of Contractor (Printed)

---

BY: Authorized Officer or Agent  
(Contractor Name)

---

Date

---

Title of Authorized Officer or Agent of 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**

**Bid Requirements**

**Section 7: 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 \_\_\_\_\_

\_\_\_\_\_ 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 \_\_\_\_\_

\_\_\_\_\_ 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  
**Enter four to six digit numbers**

\_\_\_\_\_  
Name of Sub-Contractor (Printed)

\_\_\_\_\_  
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 2** **Bid Requirements**

### **Section 8: Small Local Business Enterprise Program – General Information**

#### **8.1 Program Overview**

Clayton County Water Authority (CCWA) has implemented a Small Local Business Enterprise Program to promote full and open competition in all government procurement and purchasing. Bid discounts for the use of Small Local Business Enterprises (SLBE's) are set on a contract by contract basis for each specific prime contract with subcontracting possibilities. CCWA wants to ensure that Bidders are non-discriminatory in their process of selecting subcontractors. CCWA also wants to encourage Bidders to utilize small, minority or woman-owned businesses whenever possible. All forms included in this solicitation must be completed for Bidder to be considered responsive.

SLBE means a locally-based small business operating inside or outside of Clayton County, which meets the following criteria:

- A) Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed (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 and Services – less than 250 employees.
- B) 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.

If a firm is locally-based in one of the counties mentioned above, is currently certified as a small business through Clayton County, the City of Atlanta, DeKalb County, or the Georgia Department of Transportation, and can provide evidence of its certification, the firm will be provisionally accepted as a SLBE, provided that they complete the official certification application for CCWA within two (2) years following the date of provisional certification. If a firm meets these qualifications, but is not currently certified as a small business, then the firm must complete an application for certification with CCWA no later than seven (7) business days following the deadline for bid submission.

SLBE's must perform a commercially useful function, which means performance of provision of real and actual services under the contract or subcontract with CCWA. Factors such as the nature and amount of the work subcontracted; whether the SLBE has the skill and expertise to perform the work for which it has been certified; whether the SLBE actually performs, manages or supervises the work; and whether the SLBE intends to purchase commodities and/or services



## **Division 2** **Bid Requirements**

### **Section 8: Small Local Business Enterprise Program – General Information**

from a non-SLBE and simply resell them will be considered in determining if the SLBE is performing a commercially useful function.

Participation in the SLBE program is not a requirement to participate in contracting with CCWA. The use of an SLBE is a requirement when bid discounts are to be sought. The Bidder will be required to complete the required forms as outlined in the following section.

#### **8.2 Overview of Bid Discount**

Bid discounts are incentives that allow an original bid amount to be discounted for evaluation purposes in determining the lowest responsive, responsible bidder, while the original bid amount will be the basis for contract award.

*Example: A \$100,000 bid with a 7.5% bid discount would be evaluated at \$92,500. However, \$100,000 would be paid to the successful bidder.*

Bid Discounts will be applied to CCWA certified SLBE prime bidders only. The use of certified SLBE sub-contractors will not establish eligibility to receive Bid Discounts. Depending on the bidder's location, Bid Discounts will range between 7.5% and 10%.

The calculation of SLBE bid discounts shall be as follows:

There will be an applied tiered discount to bids based on what county the SLBE business is located.

- 10 percent for SLBE's in Clayton County.
  - 7.5 percent for SLBE's within the next surrounding 10 counties (Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding).
- (1) Discounts are given to Bidders who are SLBE prime bidders only.
  - (2) In the event of a tie bid between a discounted bidder and a non-discounted bidder, the discounted bidder (SLBE) will be recommended for the contract.

By signing the bid, the bidder is certifying that he/she has complied with the requirements of this program. Please contact Contracts, Compliance and Risk Management at [ccwa\\_slbe\\_program@ccwa.us](mailto:ccwa_slbe_program@ccwa.us) for more information on CCWA's SLBE Program or visit our website at [www.ccwa.us](http://www.ccwa.us).

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**STATE OF GEORGIA**

**COUNTY OF CLAYTON**

**AGREEMENT FOR ONGOING PROVISION OF SERVICES**

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

**WHEREAS**, the Authority is contracting with the Contractor to provide 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 in such quantities as the Authority requires for **Bill Print Services** as outlined in the Request for Bid dated September 2018, a copy of which is attached and incorporated into this contract.
2. **COSTS:** Upon completion of work, the Authority shall pay, and the Contractor shall receive the prices stipulated in the Bid Form dated \_\_\_\_\_, hereto attached, as full compensation for all services furnished by the Contractor relative to the above described services, which prices shall be paid in the manner, and under the terms specified by the Authority. The Authority shall pay the Contractor net 30 days upon receipt of a detailed invoice. Payments will be made via regular mail.
3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on or about the **1<sup>st</sup> day of January, 2019**. The Agreement shall remain in effect until **December 31, 2019**.
4. **RENEWAL PROVISIONS:** The contract may be extended up to four (4) twelve-month renewal terms with no changes in price, terms and conditions by mutual written consent by the Contractor and the Authority.
5. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects as follows:
  - Shall be performed as stipulated in the bid 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. **WARRANTY ON GOODS PROVIDED**: The Contractor warrants its goods as follows:

All equipment, materials, supplies provided the Contractor shall be first class, standard and thoroughly adequate for the work for which it is to be used.

Furthermore, the Contractor warrants that goods ordered to manufacturers specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by the Authority, and will be fit and sufficient for the purpose intended; and that all goods are merchantable, of good material and workmanship, and free from defect. Such warranties, together with the Contractor's service warranties and guarantees, if any shall survive inspection, test, acceptance of, and payment for the goods and shall run to the Authority, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defect or nonconformity shall be given by the Authority to the Contractor within fifteen (15) months after acceptance by ultimate user; provided however that in the event the goods are designed by the Contractor, notice must be given within three (3) years after acceptance by ultimate user. The rights and remedies of the Authority concerning latent defects shall exist indefinitely and shall not be affected in clause. The Authority may, at its option, and in addition to other remedies available at law, either (i) return for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods, or (iii) have the defective items corrected or replaced at the Contractor's expense and deduct the cost thereof from any monies due the Contractor. The return to the Contractor of any defective or nonconforming goods and delivery to the Authority of any corrected or replaced goods shall be at the Contractor's expense. Goods required to be corrected or replaced shall be at the Contractor's expense. Goods required to be corrected or replaced shall be subject to the provision of this paragraph and the paragraph of this Agreement entitled "inspection" on the same manner and to the same extent as goods originally delivered under this Agreement. In addition to correcting or replacing any defective or nonconforming goods, the Contractor shall also reimburse the Authority for all costs and expenses incurred by the Authority in connection with inspection and discovery of the defects, identifying and correcting the cause of such defects and all other activities reasonably undertaken by the Authority to

## **Division 3**

## **Contract Forms**

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

obtain conforming goods or attempting to obtain from the ultimate user a waiver to permit the defective goods to be used with all or part of the defective conditions.

7. **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.
8. **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 Final Payment" provided by the Authority before receiving any interim or final payment for any services performed.

## **Division 3**

## **Contract Forms**

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

9. **ASSIGNMENT AND SUBCONTRACTING**: The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor sub contract 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.
10. **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.
11. **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 sub-contractors used by 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.

## **Division 3**

## **Contract Forms**

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

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.

12. **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.
13. **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 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

## **Division 3**

## **Contract Forms**

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

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.

- 14. **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 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.

## **Division 3**

## **Contract Forms**

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

15. **DISPUTES**: Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
16. **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.
17. **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.

**SIGNATURES ON NEXT PAGE**



**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**IN WITNESS WHEREOF** this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

**CLAYTON COUNTY WATER AUTHORITY**

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

H. BERNARD FRANKS

TITLE: General Manager

[Seal]

ATTEST (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACTOR**

BY (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

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

[Corporate Seal]

ATTEST (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: Corporate Secretary

DATE: \_\_\_\_\_

## **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 Authority Certificates of Insurance, certifying the required insurance coverage 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 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 Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

**Professional Liability** – The Authority's Management will require Professional Liability coverage of \$2,000,000.

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

**Professional Liability** – The Authority's Management will require Professional Liability coverage of \$2,000,000.

**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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, and that said

in proposing or procuring the Contract with the Clayton County Water Authority on the following project: **Bill Print Services**

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 bidding; 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 bid for said work.

ATTEST:

	By: _____
	Bidder
By: _____	By: _____
Name	Name
Title: _____	Title: _____

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

Notary Public: \_\_\_\_\_ My Commission expires: \_\_\_\_\_

**END OF SECTION**

## **Division 4**

## **Specifications**

### **Section 1: General Requirements**

#### **1.1 Scope of Services**

Clayton County Water Authority invites bill print providers to submit a bid for printing of bills, provision and insertion of payment return envelope, and bulk mailing of the bills utilizing pre-sort to carrier route for the best postage pricing. CCWA requires the ability to insert up to three (3) one page inserts each month without any additional costs. The successful proposal must be able to accept a file with a pdf of each bill to be printed. CCWA will store the pdfs and display to customers.

Bill print providers should include any additional options available to CCWA outside of the identified scope in a separate section of the proposal, to include bill file track/audit/approval system, if available.

Services must include:

- a) Ability to process and mail approximately 85,000 bills monthly.
- b) Ability to print bills on 60# paper and create a perforation for the returning statement.
- c) Ability to provide mailing envelope and a return payment envelope. Current sizes are mailing – #10 envelope with one window; #9 envelope with two windows.
- d) Ability to print bill in full color and duplex (see attached sample of bill).
- e) Ability to mail bills same day as received. Please provide time deadline to receive print file to accomplish this requirement.
- f) Ability to accept flat file from CCWA's Cayenta Utilities.
- g) Ability of folding, inserting and mailing of bills in Zip + 4 order.
- h) Ability to insertion of payment return envelope with bills.
- i) Ability to insert up to three (3) one-page inserts with no additional costs. Inserts to be provided by CCWA.
- j) Ability to support combined multiple page bills.
- k) Ability to add OMR marks to manage inserts and number of pages per bill.
- l) Provide service to compare and approve data base of mailing addresses against National Change of Address (NCOA) files.
- m) Ability for staff to approve bills prior to mailing.

## **Division 4**

## **Specifications**

### **Section 1: General Requirements**

- n) Process all items in accordance with Postal regulations and in compliance with the goal of mailing as many bills as possible at the lowest Postal Rates.
- o) Provide automated service to sort to the lowest possible rates in accordance with Postal regulations including presentation of postal bar code.
- p) Provide daily electronic confirmation (email) of the files received and processed indicating the cycle and the number of items. Also, electronic confirmation (email) of number of items mailed and number of ebills not mailed to equal total number of bills in file and pdfs created.
- q) Provide reporting to include confirmation by date, number of bills processed and mailed.
- r) Provide service level metrics for all services.
- s) Describe the support provided for these services and hours of operation, specifically if single point of contact or team, and location address of support staff.
- t) Proposer should include any professional services for implementation, training, and post implementation support.

#### **1.2 Bid Form Items**

Items 1-5: Bill Print: Cost to be determined per printed document. These costs should include any costs for printing the documents, ordering forms, envelopes and processing for mailing. Estimated quantities will be used for evaluation purposes only.

Items 6-8: Setup/Implementation Costs: These are one-time charges, including professional services, hardware, software, etc.

Item 9: Hourly Cost On-Going Support (Future modifications, etc.): Specifically identify and itemize cost for labor related work performed after regular work hours. The proposer must outline any other costs or fees associated with these services whether as part of the implementation or as on-going costs. This amount will not be considered for bid evaluation purposes.

**END OF SECTION**



**Clayton County Water Authority**  
 1600 Battle Creek Road  
 Morrow, Georgia 30260-4302  
 www.ccwa.us (770) 960-5200

## MESSAGE CENTER

Join us on October 6, 2018 from 10am to 3pm for our Annual Wetlands & Watershed Festival.

Please refer to the back of this statement for our payment options and additional information.

Account Number		Name				Service Address			
[REDACTED]		[REDACTED]				[REDACTED]			
		Read Dates				Meter Reading			
Bill Date	Meter Number	Previous	Present	Billing Days	Reading Type	Previous	Present	Usage in Thousands	Reading Cycle
9/7/18	0010771042	7/23/18	8/22/18	30	Actual	287	291	4	03

Amount From Previous Bill	Late Charges Added	Payments	Charges	Credits	Balance Forward	Current Charges	Total Amount Due
18.54	1.84	-20.38	0.00	0.00	0.00	26.59	26.59

**Amount From Previous Bill** 18.54  
 PAYMENT 08/29/2018 -20.38  
 LATE FEE 08/29/2018 1.84

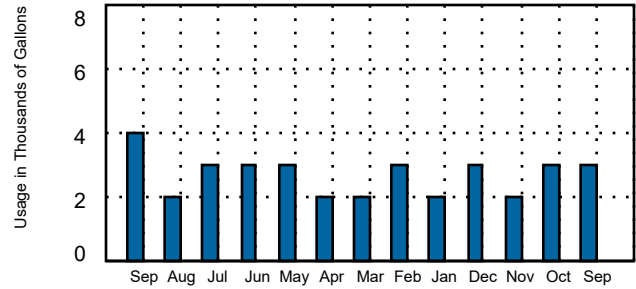
	RATE	USAGE	CHARGES
Water Base Charge			10.05
Water Conservation Tier 1	2.37	3	7.11
Water Conservation Tier 2	5.68	1	5.68
<b>Total - Water Charges</b>			<b>22.84</b>

**Total - Stormwater Charges** 3.75

CURRENT CHARGES 26.59

**TOTAL AMOUNT DUE** 26.59

Usage Information



	1 Year Ago	Last Month	This Month
Total 1K Gallons	3	2	4
Days in Billing Period	31	31	30



10% Late Fee added if current charges are not paid by 9/27/18

698385 6646  
698385 6646

Account Number 009648-06  
 Current Charges Due (9/27/18) 26.59  
**Total Amount Due 26.59**

Payment Amount \_\_\_\_\_

**Clayton County Water Authority**  
 1600 Battle Creek Road  
 Morrow, Georgia 30260-4302  
 www.ccwa.us (770) 960-5200

RETURN SERVICE REQUESTED

004269

004269 Grp No: 004269 Page: 2 of 2 (Seq# 4269)



CLAYTON COUNTY WATER AUTHORITY  
 P.O. BOX 117195  
 ATLANTA, GA 30368-7195

03009648060000026590000029247

## Clayton County Water Authority

1600 Battle Creek Road, Morrow, GA 30260

Customer Service Hours: Monday - Friday 8 a.m. - 5 p.m., Excluding Holidays

770.960.5200 ~ www.ccwa.us

### Important Numbers

- To report a water, sewer or stormwater emergency, call 770.960.5200.
- To speak to a Customer Service Representative during business hours, call 770.960.5200, then press 2.

### Payment Options

- **Automated Draft** – Download an application for this service at [www.ccwa.us](http://www.ccwa.us)
- **Phone/Online** – Call 1.877.467.5110 or visit us on the web at [www.ccwa.us](http://www.ccwa.us) to pay by Visa, MasterCard, American Express or Discover, with an ATM debit card (Star, Pulse, NYCE, ACCEL), or by ACH/electronic check. Our service provider, Speedpay, charges a \$1.25 convenience fee for this service.
- **Pay at Walmart** – Wal-mart offers walk-in bill paying services for a small convenience fee with payments delivered to CCWA within up to three (3) business days.
- **Pay in Person** – Two locations are open Monday – Friday from 8 a.m. – 5 p.m., excluding holidays:  
**1600 Battle Creek Road, Morrow, GA 30260**  
**526 Forest Parkway, Suite A, Forest Park, GA 30297**
- **Mail** – Include payment stub from your bill and include your account number and telephone number on your check to ensure prompt and accurate posting of your payment. Mail payments in the return envelope provided to:  
**Clayton County Water Authority**  
**1600 Battle Creek Road,**  
**Morrow, GA 30260**
- **Drop Boxes** — Drop boxes are located at both Customer Service locations listed above, plus the following two locations:  
**Terry R. Hicks Water Production Facility**  
**1693 Freeman Road, Jonesboro, GA 30236**  
**Riverdale City Hall**  
**6690 Church Street, Riverdale, GA 30274**

### Important Customer Information

- Current charges are due twenty (20) days after the Bill Date.
- A 10% late fee based on the current charges will be assessed to all accounts where the current charges are not remitted by the due date.
- Water/sewer service is contingent upon receipt of payment of entire bill by the due date.
- Failure to receive a bill does not waive the late fee or requirement to pay.
- Payment must be received by the due date in order to avoid fees and disconnection.
- Failure to pay charges may result in a lien on the property for all delinquent charges incurred by account holder.
- A \$30 service fee will be assessed to all accounts where a check payment has been returned listed as Non Sufficient Funds (NSF).
- Theft of water services is illegal. Tampering with meters, locks and equipment can result in fines up to \$1,500 and potential criminal prosecution.
- Please send change of address or telephone number to [CCWA\\_CustomerService@ccwa.us](mailto:CCWA_CustomerService@ccwa.us), or call 770.960.5200.
- Deposit assessments are eligible for refund to the account after two (2) years of satisfactory payment history has been established. Customers wishing to receive a refund check for their deposit, may request the refund with the CCWA Customer Service department.
- A disconnection fee of \$40 will be assessed to all accounts that are scheduled to be disconnected for non payment. The disconnection fee along with any outstanding balances are required in full, prior to water utility restoration.
- CCWA will provide same day reconnection of water utility services for accounts that have been disconnected for non payment if all outstanding balances and the disconnect fee are paid before 3 p.m.

### Billing Disputes

If you think your bill is incorrect, please contact us using one of the following:

**Mail:** Clayton County Water Authority  
1600 Battle Creek Road Morrow, GA 30260

**Fax:** 770.960.5667  
**Email:** [CCWA\\_CustomerService@ccwa.us](mailto:CCWA_CustomerService@ccwa.us)

Please include your service address, CCWA billing account number and a valid contact telephone number. In order to avoid late fees or disconnection, you must contact us to file your dispute prior to the bill Due Date. Customers are not responsible for paying any disputed amount on the bill while the bill is in dispute. However, you are still obligated to pay the portion of your bill that is not in dispute by the stated Due Date.

If undisputed charges are not paid in a timely manner, you may be assessed a Late Charge, and your service may be subject to interruption.

- CCWA will acknowledge receipt of your filed dispute within 1 business day of receipt.
- CCWA will follow up and resolution of the dispute will occur within 5 business days after receipt of the filed dispute.
- Once CCWA provides resolution of the bill dispute to the customer, the customer shall remit payment for the amount in question within 10 calendar days or make contact with CCWA Customer Service to set up payment arrangements.