



**REQUEST FOR PROPOSAL**

**Comprehensive Wellness Program**

**Proposal Number 2019-HR-17**

**September 2019**

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

**Proposal Opening:                      October 29, 2019 at 11:00 a.m. (local time)**  
**1600 Battle Creek Road, Morrow, GA 30260**

**Non-Mandatory Pre-Proposal**  
**Conference Call:                      October 15, 2019 at 11:00 a.m. (local time)**

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## **General Information**

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

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

Name of Project: **Comprehensive Wellness Program**

The Clayton County Water Authority will open sealed proposals from qualified firms at its office located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Tuesday, October 29, 2019 at 11:00 a.m. (local time)** for a Comprehensive Wellness Program.

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

A Non-Mandatory Pre-Proposal Conference Call will be held on **Tuesday, October 15, 2019 at 11:00 a.m. (local time)**. Vendors interested in participating in the conference call meeting should email our Procurement Department at **ccwa\_procurement@ccwa.us** no later than **Monday, October 14, 2019 at 5:00 p.m.** The email needs to include the participant's name and Company they represent, and CCWA will provide call in instructions.

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 by e-mail to **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 insure email transmittals can be made. A hardcopy proposal package can also be requested at a cost of \$25.

Clayton County Water Authority  
By: John Chafin, Chairperson

**END OF SECTION**

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## **General Information**

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

#### **2.1 Project Overview and Objective submittal**

The Clayton County Water Authority (CCWA) intends to select a partner that can provide a robust solution for its entity wide Comprehensive Wellness Program. By providing the necessary support, tools and expertise to significantly minimize the time and resources necessary of the Plan Administrator and assist with the implementation and management/oversight of the program.

The initial term of this contract will be for twelve (12) months. With the option to renew for a second and or third 12-month period by mutual written consent by both parties with no changes in the terms, conditions, and prices.

CCWA seeks the following primary objectives from the successful proposer:

- The Proposer must take our current wellness program to the next level by creating a holistic, accessible and fun wellness program that encourages and supports healthy eating, work life balance and an active lifestyle.
- The program must provide a ROI (Return on Investment) that can be measured as to the success of the plan. CCWA is looking for a measurable ROI attributable to the wellness program of 2 to 1 or a return of program cost of 20%.
- The proposer must provide solutions which will supplement staff involvement with the program.

The successful proposer will work with CCWA's staff by providing services to adequately manage our wellness strategy, help us to design enhancements to our current program, develop a successful employee run wellness committee, and provide expertise with assistance in overall health claims reduction as a result of the program. In addition to providing all Wellness programming and access, the Proposer must perform all administrative functions of the program including monitoring and tracking participant membership, producing all communications materials relating to the program, working with employees to schedule their appointments, providing text and email reminders for those appointments and providing monthly updates.

The successful proposer must be in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Genetic Information Nondiscrimination Act of 2008 (GINA), the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act of 1967 (ADEA) and any other applicable laws and regulations.

Proposers shall provide consulting project management and focus area consulting services. Please use your experience in estimating how much and how many

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consulting individuals are required for the program, as well as the amount of time each would be spending on a weekly basis. Also include any attributes that distinguish your wellness services from other tools and proposers in the marketplace.

#### **2.2 Project Scope / Deliverables**

- A. Conduct a comprehensive review of our current wellness program.
- B. Launch of program including annual enrollment and re-enrollment.
- C. Annual on-site biometrics. In addition, CCWA requires metrics to determine how overall biometrics changed, top overall health concerns and annual tracking of those health concerns.
- D. Launch of Tobacco Cessation Program, including the design and administration of the program.
- E. Development of an incentive program, including the design, administration of the program and management reports on participation and achievement of incentives.
- F. Development of health education sessions and wellness/health challenges for our participants, including the design and administration.
- G. Educational resources and communication materials. Including but not limited to ongoing promotion and engagement for the program.
- H. Secure web-based portal for employees. The successful proposer should also have a means to communicate with participants and to send appointment reminders for follow up appointments via text message and email. Follow up appointment reminders should include, but not be limited to date, time and location of the appointment.
- I. Monthly and quarterly reporting and data analysis, including an annual plan review. We should be able to tie the success of the wellness plan to the claims in our self-funded health plan.
- J. CCWA requires an Implementation Manager to ensure that the program is established in a timely fashion and that participants are enrolled prior to an annual open enrollment period, which is May 1<sup>st</sup> of each year.
- K. CCWA requires a Program Manager who will be the day to day contact for CCWA's Compensation and Benefits Manager and who will provide successful oversight to our program.

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- L. CCWA will require a minimum of two (2) health coaches who will be on CCWA's premises at least one day per week during normal working hours, which are Monday – Friday 7 AM – 5PM, and who must be able to accommodate the work schedules of employees who are not on premises during the normal working hours. Each health coach is to conduct coaching sessions, wellness challenges, lunch and learns, etc.
- M. Assistance with other on-site programs including Annual Health and Benefits Fair in the fall of each year.
- N. Collaboration in making plan recommendations based on data collected/plan utilization.

### **2.3 Project Background**

CCWA has long been a proponent for Employee Wellness and has maintained a Wellness Program for over 15 years. For most of this time, we have managed the program in house. During this time, we have worked with employees to develop a healthy mindset. Our demographics are mainly blue collared, male workers, with an average age of 45. As the program has continued to evolve, most of our employees now make it a priority to have their annual preventative visits, including their preventative dental and vision visits. CCWA foresees an outcomes-based program in the future.

CCWA provides a health premium discount of \$25 per month to employees who participate in the wellness program. In addition, they have a \$50 per month Tobacco Surcharge if they have used tobacco products in the prior 90 days. Employees are able to have this surcharge removed with the completion of a Tobacco Cessation Program. CCWA has approximately 380 employees. This includes approximately ten (10) part time employees. Our turnover rate is less than 5%. The current participation rate in the program is approximately 85%.

Our current Wellness Program includes three mandatory components as well as a couple of optional components. This first mandatory component requires each employee to participate in the biometrics screening each year. We currently conduct these screenings in the Spring of each year. If any employee has biometrics that are dated within 90 days of our screening event, they may bring those biometric results to this appointment.

After the biometric results are received by our current partner, the second mandatory component will require each participant to have a Results Coaching appointment. During this appointment, the health coach confidentially reviews the biometric results with the participants, compares the results to last year, and develops wellness goals with the participant.

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If these two components are not satisfied, the participant cannot move on to the third mandatory component, which is the Health Coaching. Depending on the health risk (low, moderate, or high), the participant must attend 1, 3 or 5 health coaching visits. For the moderate and high-risk participants, we allow them to miss one coaching appointment. If the participant does not complete either of these components, they will lose their premium discount for the following year.

In addition to this, we also offer a couple of optional components that include Healthy Breaks and Wellness Challenges. Our Healthy Breaks are fun short informational sessions, smoothie demos, etc. Our Wellness Challenges include things such as drinking more water, taking more steps, lose a bad habit gain a healthy habit, etc. We provide incentives during Healthy Breaks and Wellness Challenges. We also have a quarterly Wellness Warrior. This is a person who has demonstrated a healthy behavior. This person is recommended by a health coach or by the Wellness Committee.

Currently active employees are eligible for the Wellness Program. Dependents and retirees are not eligible; however, we could amend this in the future.

CCWA employees work various shifts. While most employees work the first shift, we also have treatment facilities that operate 24 hours per day.

#### **2.4 Project Assumptions**

CCWA recognizes that there are many approaches to the planning and execution of an entity wide Comprehensive Wellness Program. In order for CCWA to have equally meaningful and easily comparable RFP responses, the following are the assumptions that should be taken into consideration when preparing your responses:

- A. A Project Plan should be developed with the understanding that CCWA does not wish to make the recommended changes effective until May 1, 2020. The rollout strategy should accommodate this constraint.
- B. The successful proposer should be able to start the engagement shortly after contract award, as specified in the Proposal Schedule.
- C. All data collected and tracked during the contract period by the successful proposer will become property of the CCWA.
- D. CCWA identifies the following as key focus areas, along with the resources that CCWA will make available as part of the core team for the project:
  1. Management of entity wide wellness program.
  2. Development of program enhancements including Tobacco Cessation and annual Health and Benefits Fair component.

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3. Recommendations for analysis to coordinate some aspects of the wellness program to medical claims with compliance to HIPAA, GINA, ADA, ADEA and other areas of required compliance.
4. Incentive strategies for program.
5. Successful proposer must understand compliance of related legislation including HIPAA, GINA, ADA, ADEA and other required areas.
6. The CCWA Compensation & Benefits Manager will be available for support for this program.

### **2.5 Proposal Submission**

One (1) original and five (5) bound copies, and one (1) electronic submission in pdf format of the Proposal (**excluding the Cost Proposal Form<sup>(1)</sup>**) shall be submitted in a sealed container, and delivered by hand, courier service, or via the United States Postal Service to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. No facsimiles will be accepted. At the time specified for the Proposal Opening, the sealed containers shall be publicly opened, but only the names of the Proposers shall be read aloud.

***<sup>(1)</sup> 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.***

### **2.6 Proposal Format**

Proposal response shall be limited to a maximum length of 50 pages (not including resumes, brochures, preprinted information, and/or required forms). Each proposal package should be prepared and presented to include the information outlined below and be tabbed to denote the sections noted below. In order for the proposal package to be considered responsive, Sections A through H need to be provided as described below.

#### **A. Executive Summary**

This section of the response to the RFP is a letter of introduction and interest on letterhead. Provide the full legal name, firm's principal business office address and satellite offices, if any, and indicate the location from which these professional services for the CCWA would be conducted. Include telephone number, fax, email, website if applicable and point of contact. Include information on the firm's history, business activities, size, employees (per office), and ownership. Indicate whether you operate as a single



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proprietorship, partnership, or corporation. Include the state(s) in which you are incorporated and/or licensed to operate. A representative who has the legal capacity to enter the organization into a formal contract must sign the cover letter.

#### **B. Project Understanding**

1. Please provide details of how you would approach managing the program in a successful and cost-effective manner, including what tools and resources will be required to be successful.
2. Provide a one-page resume of the proposed health coaches and project manager.
3. Detail proposed program structure, roles and responsibilities.
4. Please describe any limitations that you have with regard to releasing reporting information to the Health Plan/Claims Administrator. Since we are self-funded, CCWA is the Health Plan.
5. Please include the description of the biometric testing that you conduct, along with the methods available (finger stick, venipuncture, etc.)
6. Please include samples of reporting that you provide and the frequency. Please be sure to include, at a minimum:
  - a. The reports that you make available to plan participants and employer reports. Provide samples as attachments to your response.
  - b. Evaluation/satisfaction surveys and the aggregated data provided to the employer. Provide samples as attachments to your response.
  - c. A timeline on when these reports are made available. Provide samples as attachments to your response.

#### **C. Methodology / Management Strategy**

1. Provide a project plan, considering the strategies that CCWA wants to achieve as mentioned in the assumptions. The project plan should include, but not be limited to:
  - a) Itemized key tasks as well as defined major milestones. These high-level tasks should correlate to a resource-based pricing. CCWA expects all responses to this RFP to include a summary program schedule identifying at least the planned high-level tasks required to continue and improve the effectiveness of our program. A more detailed program schedule denoting additional detail will

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- provide an indication that the proposer has experience and in-depth knowledge of this type of implementation. CCWA will expect that the schedule noted above will identify the generic resource requirements needed to accomplish the tasks listed on the schedule.
- b) The proposed timeline specifically broken down on hours per week of resource requirements (both consulting and CCWA resources) based on identified key tasks. The timeline and resource allocation should cover the proposed phases and appropriate post go-live support services.
  - c) The timeline should be done in Microsoft Excel but should visually show year, months and weeks with a summary page identifying total hours per key steps and resource.
  - c) Recommendations on program enhancements for our program including a project plan and schedule with all activities. These activities should include but not be limited to annual biometrics screenings, coaching sessions (up to 5 per participant depending upon health risk level).
2. Provide any performance guarantees that you offer as it relates to participation, biometric results, health plan claims, etc.
  3. Provide a monthly invoice to CCWA for payment. This monthly invoice should be broken down per the different milestones of the project. The proposer should provide respective criteria per milestone that will constitute successful delivery and completion of the milestone.
  4. Include mechanisms for employees to track their own participation in your services, including scheduling their appointments, communicating with their health coach, etc.
  5. Provide CCWA with the methodology that proposer will dutifully follow for the wellness program. Please refer to the questions in the evaluation criteria pertaining to this when responding to this deliverable.
  6. As part of your submittal, please identify what reporting you provide to link the success of the wellness program to a reduction in health care costs. Provide examples of reports that demonstrate that the plan is successful.
  7. Include a description of a typical implementation process to include necessary lead time for all components of the program. Attach a sample implementation schedule to this RFP.

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#### **D. Experience and Qualifications**

This section of the RFP response should address the firm's experience and qualifications. These credentials can come in the form of a separate document in the Appendix of the response or included as its own section. Regardless of how it is presented, each one of the credentials must be provided.

#### **Background**

1. History of company
2. Local resources/staff available in metro Atlanta
3. Number of years in the business
4. Organization Management Overview
5. Include an overview of how you prove that your program is improving healthy behaviors and positively affecting health care claims. This should include ways are you able to access your client's aggregate claims data to prove a reduction in their claims.

#### **Statistics**

1. Number of offices / locations, specifically in metro Atlanta.
2. Number of employees. We are looking for the overall number of employees, with the number of employees that would specifically be assigned to our program. Included should be average years of service with your company, average years of service in the worksite wellness industry, and turnover rate. Please also include your plan to notify CCWA in the case of turnover with someone assigned to our program and your commitment to prevent gaps in services during this time.
3. Number of projects with demographics similar to CCWA (male, blue collar, average age 45) using similar scope within the last 36 months.
4. Average duration of an implementation / average duration for similar project with a similar group.
5. Average years' experience of the Health Coaches and Program Manager you intend to assign to our program.
6. Please provide background for your Program Managers and Health Coaches that have worked on programs together. Include resumes for each person that would be assigned to our program.
7. Number of years involved with these types of services.
8. Number of signed contracts in progress.

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9. Any additional information that would be pertinent.

#### **E. Cost Proposal**

CCWA will accept a Time and Material proposal if such are documented as to the hours and rates used to arrive at overall total costs with breakdown, and the assumptions used to arrive at these costs. Not including incidental expenses. We anticipate a budget of \$100,000.

Failure to provide a total cost estimated will result in your proposal being deemed non-responsive.

The Cost Proposal Form must be submitted in a separate sealed envelope 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.

CCWA reserves the right to negotiate costs with any and all Proposers that may be awarded work under this RFP. Such negotiations are at the sole discretion of CCWA.

No other references or mentioning of costs should be included in any other sections of your submitted proposal.

In order for the Proposal Package to be considered responsive, the Cost Proposal Form must be completed in its entirety. ***Please note the cost proposal section must be submitted in a sealed separate container from the rest of the RFP submission, marked: "Cost Proposal".***

#### **F. References**

Proposers must provide at least three (3) client references. Information should include at a minimum: client name, address, phone number, e-mail address, and contact person. It shall be the proposer's responsibility to provide adequate reference contact information.

In addition, references must include:

1. Customers with 300 – 500 employees, with demographics similar to CCWA (male, blue color, average age of 45).
2. One current reference
3. One previous reference

#### **G. Cost Savings Alternative**

Our ultimate goal is to demonstrate the value of our wellness program by improving employee health and engagement and reducing our health care

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costs. We are looking for a wellness partner which, through engagement, can quantify the effectiveness of the program. Please provide examples on how your program will result in cost savings to our self-funded health plan and how you will provide return on investment analyses and reporting to the Plan.

**2.7 Evaluation Criteria**

Initially, all Proposals will be reviewed by CCWA Procurement to determine if the proposal submittal is complete and responsive 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 and Cost Saving Alternative as shown below. CCWA staff will then evaluate the Cost Proposal submission and the Cost Saving Alternative 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 the CCWA and may or may not be required for this RFP.

<b>Item</b>	<b>Evaluation Criteria</b>	<b>Points</b>
B	Project Understanding	15
C	Methodology / Management Strategy	20
D	Experience and Qualifications	20
E	Cost Proposal	30
F	References	5
G	Cost Saving Alternative	10
	<b>Total Points Without Presentation</b>	<b>100</b>
	Oral Presentation - <i>By short-listed firms (if requested by CCWA)</i>	<b>20</b>
	<b>Maximum Total Points with Presentation</b>	<b>120</b>

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**2.8 Proposal Schedule**

Non-Mandatory Pre-Conference Call – 11:00 am	Tuesday, October 15, 2019
Deadline for questions – 2:00 pm	Friday, October 18, 2019
Issue last Addendum – 2:00 pm	Wednesday, October 23, 2019
Proposal Opening – 11:00 am	Tuesday, October 29, 2019
<b>Evaluation Phase</b>	
Presentations – Beginning at 8:30 am	Monday, January 6, 2020
Award Anticipated at Board Meeting	Thursday, February 6, 2020
Complete execution of agreements anticipated on	Monday, March 2, 2020
Contractor Kick Off Meeting anticipated on	Tuesday, March 3, 2020

**2.9 Addenda**

Proposers may ask questions regarding this RFP prior to the proposal opening. To be considered, all questions must be received in writing via email to **CCWA\_Procurement@ccwa.us** by **2:00 p.m. (local time)** on **Friday, October 18, 2019**. Any and all responses to proposer’s questions will be issued in the form of an Addenda by email. All addenda issued shall become part of the Proposal Documents.

**2.10 Proposal Preparation Costs**

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to CCWA.

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**2.11 Special Provisions**

No work will be assigned to subcontractors without the written approval of CCWA.

The Contractor shall provide the necessary insurance and other requirements as per attached "Risk Management Requirements".

I have read and understand the scope of work, conditions, and requirements. I also understand, and have provided, all documentation required to be included for the CCWA's evaluation of criteria in this Request for Proposal. Omission of any part of the requested documentation may result in the disqualification of the proposal by the CCWA. All work and recommendations must be in compliance with all local, state, and federal laws relating to employee pay programs.

Signed: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

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

Company: \_\_\_\_\_

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

**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 proposers are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the proposer must attend the meeting in its entirety to be considered eligible for solicitation award. Late entry to the meeting will not be allowed.
4. In the event that, after the acceptance of a proposal by the Board of Directors of the CCWA, any unsuccessful proposer wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager no later than close of business on the 5th business day after the selection of successful proposer by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the State of Georgia or of the United States.



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## **Proposal Requirements**

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

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

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

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. 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.
13. 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.
14. 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.
15. By tendering a proposal, a Proposer agrees to leave the proposal open for acceptance by the CCWA for one hundred and twenty (120) days after the date set for the opening thereof.
16. 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

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## **Proposal Requirements**

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

- 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.
17. Copies of all communication pertaining to proposals must be sent to the Contracts, Compliance and Risk Management Section.
  18. 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.
  19. Proposers are hereby notified and agree by submission of a Proposal Form that if additional items not listed in the Proposal Form become necessary and require unit prices not established by the Proposal Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Proposal Form.
  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 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.
  22. 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.
  23. 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.
  24. The successful Proposer must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.

## **Division 2**

## **Proposal Requirements**

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

25. 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.
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 proposal guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible proposer, or the work may be re-advertised or constructed by the CCWA.
27. Any Contract and Contract Bonds shall be executed in duplicate.
28. Award of this proposal 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 proposal regardless of the amount thereof; to reject any proposal, or any number of proposals; to negotiate with any Proposer for a reduction of or alterations in its proposal; to reject all proposals and to call for additional proposals upon the same or different invitations to proposal, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a proposal complies with the invitation to proposal, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
30. 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.
31. 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.

## **Division 2**

## **Proposal Requirements**

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

- d. Ongoing relationships with the CCWA based on above-average prior performance of work with the Authority.
  - e. Preference for local proposers where there is no significant variance in price or service.
32. 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.
33. 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 small local, minority and women-owned businesses whenever they are potential sources.
34. Proposers are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses. Additionally, it is encouraged that proposers access certified Small Local Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

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

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

The successful Proposer 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.

**Division 2**

**Proposal Requirements**

**Section 1: Instructions to Proposers**

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

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

**END OF SECTION**

## **Division 2**

## **Proposal Requirements**

### **Section 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'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 Authority's Management 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 (Forms):**

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. Special Provisions
- D. Georgia Security and Immigration Compliance Act of 2006 Form.
- E. Contractor Affidavit and Agreement Form.
- F. 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.

- G. Copies of any and all license(s) required to perform the work.
- H. Any other items as required in this RFP including but not limited to the items contained in the instruction to proposers.
- I. Addenda (if any).

**END OF SECTION**

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

**Section 4: 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 a **Comprehensive Wellness Program** 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 proposer 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 AND BONDS:**

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.

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

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**Section 4: Cost Proposal Form**

**PROPOSAL:**

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 Proposal Cost Form.

**ADDENDA:**

Proposer acknowledges receipt of the following Addenda:

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

**Section 4: Cost Proposal Form**

**Cost Proposal Form**

Item	Hourly Rate	Estimated number of hours per week	Extended Amount
<b>TOTAL MONTHLY COST</b>			

Submitted by: \_\_\_\_\_  
COMPANY NAME OF PROPOSER

**Division 2**

**Proposal Requirements**

**Section 4: Cost 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: Contractor Affidavit and 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**

**Proposal Requirements**

**Section 7: Contractor Affidavit and 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 seven 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**

**Proposal Requirements**

**Section 7: Contractor Affidavit and 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 seven 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 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 Wellness Partner Services as 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 Wellness Partner as outlined in the Request for Proposal dated September 2019, hereto attached and incorporated to this agreement.
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.  
Performance Guarantees will include the following  
\_\_\_\_\_ and shall be submitted to the Authority. The Authority shall pay the Contractor net 30 days upon receipt of the invoice, review of the reports 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 \_\_\_\_\_. The Agreement shall remain in effect until \_\_\_\_\_.
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:

## **Division 3**

## **Contract Forms**

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

- 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.

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.

## **Division 3**

## **Contract Forms**

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

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 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 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.
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

## **Division 3**

## **Contract Forms**

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

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 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

## **Division 3**

## **Contract Forms**

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

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 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

## **Division 3**

## **Contract Forms**

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

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.

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.

**SIGNATURES ON NEXT PAGE**

**Division 3**

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**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: H. BERNARD FRANKS  
Title: General Manager

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

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

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Corporate Secretary  
Date: \_\_\_\_\_

*[Corporate Seal]*

*[Corporate Seal]*

## **Division 3**

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#### **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.



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**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

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

in proposing or procuring the Contract with the Clayton County Water Authority on the following project: **Comprehensive Wellness Program**

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

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

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

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

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

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

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

**END OF SECTION**