



REQUEST FOR PROPOSALS

HUIE FOUNDATION FUNDRAISER CONSULTANT

2019-EXE-12

June 2019

Proposal Opening: Thursday, July 18, 2019 at 2:00 p.m. (local time)
1600 Battle Creek Road, Morrow, GA 30260

Non-Mandatory Pre-Proposal Meeting: Tuesday, June 25, 2019 at 2:00 p.m. (local time)
1600 Battle Creek Road, Morrow, Georgia 30260

This procurement has SLBE Preference Points.

Table of Contents

Division 1 General Information

Section 1	Request for Proposals	1-1.1
Section 2	General Information	1-2.1
2.1	Background	1-2.1
2.2	Purpose	1-2.1
2.3	Scope	1-2.2
2.4	Proposal Submission	1-2.3
2.5	Proposal Format	1-2.4
2.6	Proposal Evaluation Criteria	1-2.6
2.7	Proposal Schedule	1-2.7
2.8	Addendum	1-2.7
2.9	Proposal Preparation Costs	1-2.8

Division 2 Proposal Requirements

Section 1	Instructions to Proposers	2-1.1
Section 2	Risk Management Requirements	2-2.1
Section 3	Proposal Submittals	2-3.1
Section 4	Cost Proposal Form	2-4.1
Section 5	Georgia Bid Bond (Not Required)	
Section 6	Proposer Qualification Information	2-6.1
Section 7	Contractor Affidavit & Agreement	2-7.1
Section 8	Small Local Business Enterprises (SLBE) – Preference Points	2-8.1

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

Addenda (None Issued at This Time)

END OF TABLE OF CONTENTS

Division 1

General Information

Section 1: Request for Proposals

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

Name of Project: **Huie Foundation Fundraiser Consultant.**

The Clayton County Water Authority will open sealed proposals on **Thursday, July 18, 2019 at 2:00 p.m. (local time)** at its office located at 1600 Battle Creek Road, Morrow, Georgia 30260, for **Huie Foundation Fundraiser Consultant**. Any proposals received after the specified time will not be considered.

A non-mandatory Pre-Proposal Meeting will be held on **Tuesday, June 25, 2019 at 2:00 p.m. (local time)** at 1600 Battle Creek Road, Morrow, Georgia 30260.

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, Chairman

END OF SECTION

Division 1

General Information

Section 2: Project Overview

2.1 Background

The Huie Nature Preserve Foundation (Foundation) is a 503(c) and a component entity of the Clayton County Water Authority (CCWA). The Foundation's Purpose is to "solicit and receive donations and maintain a fund to provide for outdoor recreation facilities and programs with a water resources theme on property owned by CCWA." CCWA provides water, sewer, and stormwater services to more than a quarter of a million people throughout Clayton County and its six cities through approximately 85,000 customer accounts.

The Huie Site is over 4,000 acres of primarily forested and largely undeveloped land. The Huie Site was originally acquired in the late 1970's for the reuse and disposal of treated wastewater. The CCWA's 2000 Master Plan recommended changes to the method used for the reuse and disposal of treated wastewater that required much less land. As a result, some of the areas previously used for treatment are now available for other uses.

CCWA would like to see areas within the Huie Site serve as a recreational and educational amenity to the Clayton County community in a manner that is compatible with existing uses and protects this important drinking water supply watershed. The CCWA developed a Conceptual Huie Site Recreational Master Plan in 2016 that confirmed that there were viable opportunities for recreational amenities. In 2017, the CCWA engaged Sustainable Water Planning & Engineering (SWP&E) and Greenberg Farrow (GF) to develop the Huie Site Detailed Recreational Master Plan and Marketing Plan.

This Fundraising Consultant RFP expresses the Huie Nature Preserve Foundation Board's (Foundation Board) interest in securing funds to support the implementation of this Plan. In addition to hiring a Fundraising Consultant through this RFP process, the Foundation Board has engaged SWP&E to provide program management services, GF to provide design services, and Twenty-Twenty Visionary to provide creative support. The Foundation Board envisions the selected Fundraising Consultant will work cooperatively with these other firms.

2.2 Purpose

The Clayton County Water Authority would like to contract with a consultant to develop, implement and support a fundraising plan for the Huie Nature Preserve Foundation's purpose.

Division 1

General Information

Section 2: Project Overview

2.3 Scope

The Huie Nature Preserve Foundation is seeking a Fundraising Consultant with a proven track record for excellence in developing fundraising plans and developing an organizations' fundraising capacity. The scope of work is presented in phases. After each phase, the Foundation Board will determine whether it is in the best interest of the Foundation to proceed to the next phase.

The initial scope of work is to develop a Feasibility Report. The Foundation Board may elect to extend the contract to include developing a comprehensive and customized fundraising plan (Phase II), or implementation of the fundraising plan or other fundraising support services (Phase III). The Foundation Board reserves the right to extend the Phase I contract or procure the future phases using other methods.

Phase I – Develop a Feasibility Report (90 – 120 days) that includes:

1. Identify specific fundraising goals based on the Detailed Recreational Master Plan.
2. Determine realistic fundraising goals and timeframes.
3. Identify prospective major individual, corporate and foundation donors as well as non-federal grant and naming rights opportunities.
4. Work with the Foundation Board, the Program Management consultant, the Design consultant, and the Communications/ Graphics consultant to identify campaign messages and key prospects.
5. Conduct interviews with a minimum of 30 potential lead donors and community leaders.
6. Submit a Feasibility Report that summarizes the work conducted in Phase I focusing on the fundraising goals and timeframe. The Feasibility Report may also include other recommendations, including but not limited to the name of the Foundation, the Board composition, partnership opportunities, draft marketing materials, and the draft Foundation logos.

Phase II – Develop a Capital Campaign Plan (90 – 120 days) that includes:

1. Coordination of a Capital Campaign Plan with the Foundation Board, the Program Management consultant, the Design consultant, and the Communications/Graphics consultant.

Division 1

General Information

Section 2: Project Overview

2. Guide the development of collateral and promotional materials in partnership with the Communications/Graphics consultant.
3. Assist in development of a volunteer Campaign Group, which may include members of the Foundation Board and/or Clayton County Water Authority staff.
4. Train the Campaign Group in campaign messaging and identifying potential donors.
5. Submit a Capital Campaign Report that summarizes the work conducted in Phase II including details related to specific action items, timeframes, responsibilities, and a method to measure the campaign's success. The Capital Campaign Plan may also include other recommendations, including but not limited to: record keeping, naming opportunities, etc.

Phase III – Implementation of a Multi-Year Fundraising Campaign

1. Manage campaign prospect identification and evaluation; assist in the identification and securing of "lead gifts".
2. Work with the Communications/Graphics consultant to refine campaign materials.
3. Oversee prospect calls and follow-ups assisted by staff and volunteers.
4. Promote donor stewardship and cultivation.
5. Work with the . Foundation Board to identify potential campaign events.
6. Other tasks identified by the Foundation Board to create a successful fundraising campaign.

2.4 Proposal Submission

One (1) original and five (5) bound copies of the Proposal (excluding the Cost Proposal Form) shall be submitted in a sealed container. Cost Proposal Form and estimated price and terms for services should be provided separately, in a sealed envelope marked "Cost Proposal Form" and delivered by hand, courier service, or via the United States Postal Service to the Clayton County Water Authority, 1600 Battle Creek Road, Morrow, GA 30260. No facsimiles or emails 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.

Division 1

General Information

Section 2: Project Overview

2.5 Proposal Format

The following information should be provided by all Proposers. Each Proposer shall address the following items in their submittals in the order set forth. Please limit the total length of all proposals to 20 pages (not including staff resumes). Cost Proposal Form and estimated price and terms for services should be provided separately in a sealed envelope marked "Cost Proposal Form". Any cover letters, supporting materials, and required attachments will not be counted in this total, however, please limit additional materials to a reasonable amount.

Please address the following areas in your response:

A. Understanding of scope, strategy, completeness and coherence of response:

1. **Description of the firm:** structure, areas of expertise, number of years in business, number of employees and other data that helps to characterize the firm, addresses of the main office and the address of the office that will manage the project.
2. **Strategy:** Describe your unique strategy for identifying and cultivating major donors for the Project. Explain how you support clients who do not have a large infrastructure in place for high level fundraising. Describe experience with similar projects that demonstrate effective work are welcome, as are brochures that would help evaluate your firm. Include a statement on why you believe your firm is best qualified to carry out the project.
3. **Volunteer Engagement:** Provide a detailed explanation of how you propose engaging volunteers and if used, how you would prepare volunteers for fundraising activities.
4. **Schedule and Progress Reports:** Provide a proposed schedule with major milestones. Explain how and how often you will convey progress to the Huie Nature Preserve Foundation liaison and the Board.

B. Demonstrated Ability to Carry Out the Fundraising Feasibility Study and Fundraising Efforts of Similar Character and Size:

5. **Experience:** Briefly describe a minimum of three projects in the past five years executed by the firm of key players in the organizational chart to demonstrate experience relevant to the proposal, preferably for public sector clients. The description should include the objectives

Division 1

General Information

Section 2: Project Overview

of the project, services provided, key personnel involved, and the project outcomes. For each project listed, provide the name, address, and a contact name of the client's representative who can be contacted regarding your performance. Include the name of the lead firm in cases where you worked in partnership or in an auxiliary capacity. Please note: Interested proposers can submit electronic copies of completed deliverables similar to the scope as an appendix to this submittal on a CD or a flash drive (not counted within the page limits).

C. Personnel Assigned to the Project:

6. **Personnel:** Provide professional resumes for the key people to be assigned. Include those of consultants and describe their relevant experience. Describe proposed responsibilities of key people. Identify the person who would be the primary contact point for this campaign. Provide an organizational chart of the project team.

D. Cost Effectiveness:

7. **An itemized cost of your services by Phase** – To be considered responsive, the Cost Proposal Form must include pricing for all three Phases; however, Cost will be evaluated based on the total price of Phases I and II only. Please provide estimated prices and terms for services, separately listing a breakdown of the scope of services for Phases I and II only. Phase III cost shall include hourly rates only for the respective consulting categories. The Foundation and CCWA reserve the right to negotiate scope for Phase III at any time during the contract term for Phases I and II. ***One paper original of 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.***

E. Small Local Business Enterprise (SLBE):

8. This procurement will have an incentive of up to 10 possible additional points ("SLBE Preference Points") given to all CCWA certified SLBE primes only depending on their business county of location. Please refer to Division 2, Section 8 of these RFP documents.

Division 1

General Information

Section 2: Project Overview

2.6 Proposal Evaluation Criteria

Proposals will be reviewed by a Selection Committee and ranked based on the following criteria items A – C below. Items D (Cost) and E (SLBE) will be evaluated separately.

Item	Evaluation Criteria	Points
A	Understanding of scope, strategy, completeness and coherence of response	30
B	Demonstrated Ability to Carry Out the Fundraising Feasibility Study and Fundraising Efforts of Similar Character and Size	30
C	Personnel Assigned to the Project	20
D	Cost Effectiveness	20
E	SLBE – RFP Preference Points ⁽¹⁾	10
	Total Points Without Presentation	110
F	Oral Presentation <i>(by short-listed firms if requested)</i> ⁽²⁾	40
	Maximum Total Points with Presentation	150

⁽¹⁾ Points to be determined depending on the proposer’s business location, after verification of CCWA SLBE certification. See Division 2, Section 8, page 2-8.1 of this proposal package.

⁽²⁾ Oral Presentations will be required at the sole discretion of the CCWA.

The Foundation may or may not choose to conduct telephone, online or in person interviews. Following proposal scoring, the top ranked firms may be invited to interview. The firm will be selected based on professional qualifications necessary for the satisfactory performance of the services required and demonstrated competence that includes a proven track record of performing similar work. The skill and ability of the entity performing the services is a key component of the selection criteria. Cost will be only one factor in determining the selection, and as such, the contract might not be awarded to the lowest cost firm.

Once a consultant is selected, the Selection Committee will make a recommendation to the Foundation Board and the CCWA Board. Final selection of a Consultant shall be at the sole discretion of the CCWA Board. In case the successful firm cannot perform accordingly, the Foundation and CCWA reserve the right to offer the contract to the next highest scored responsive responsible Proposer.

Division 1

General Information

Section 2: Project Overview

A copy of the CCWA's Standard Consulting Agreement is included in these RFP documents. Consultants interested in participating on this RFP should be prepared to enter into the agreement under the standard terms and should be able to provide the required insurance.

By submitting a package, the consultant hereby authorizes the Clayton County Water Authority and the Huie Nature Preserve Foundation or their representatives, to contact references and make any and all such further investigations as may be in the best interest of the Foundation to evaluate the consultant's qualifications for the project.

2.7 Proposal Schedule

The following is a proposed schedule and a guideline for all Proposers (all time listed are local time):

Request for Proposal Released	Wednesday, June 5, 2019
Non-Mandatory Pre-Proposal Meeting	Tuesday, June 25, 2019 at 2:00 p.m.
Deadline for Questions	Tuesday, July 2, 2019 at 2:00 p.m.
Issue Last Addendum	Thursday, July 11, 2019 at 2:00 p.m.
Proposal Submission Deadline	Thursday, July 18, 2019 at 2:00 p.m..
Proposal Evaluations by CCWA	July 19 through August 13, 2019
Short List Notification, if needed	On or around August 13, 2019
Shortlist Vendor Presentations, if needed	Tuesday, August 20, 2019
Anticipated Board Approval	Thursday, September 5, 2019
Sign Contract	Monday, September 30, 2019
Planned Start Date	October 1, 2019

2.8 Addendum

Proposers may ask questions regarding this project prior to the proposal opening. To be considered, all questions must be received in writing via email at **(CCWA_Procurement@ccwa.us)** by **2:00 p.m. (local time) on Tuesday, July 2, 2019**. Any and all responses to Proposers' questions will be issued in the form of Addenda by email. All addenda issued shall become part of the Proposal Documents.

Division 1

General Information

Section 2: Project Overview

2.9 Proposal Preparation Costs

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

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.
5. 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

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Bids for public works whose price exceeds \$100,000.00 must be accompanied by a certified check, cashier's check, or acceptable bid bond in an amount not less than five percent (5%) of the amount bid.

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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 ninety (90) 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 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.

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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.
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.

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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.
 - 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.

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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.

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 CCWA Certificates of Insurance, certifying the required insurance coverages 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's 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*

Professional Liability – Professional liability is required at a coverage limit of at least \$1,000,000.

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 CCWA may elect to require higher limits.

Professional Liability – Professional liability is required at a coverage limit of at least \$1,000,000.

END OF SECTION

Division 2

Proposal Requirements

Section 3: Proposal Submittals

Required Submittals:

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

- A. Cost Proposal Form – This must be submitted in a separate sealed envelope and placed within the completed sealed RFP submittal package.
- B. Proposer Qualification Information Form.
- C. Georgia Security and Immigration Compliance Act of 2006.
- D. Contractor Affidavit and Agreement.
- E. Subcontractor Affidavit.

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.

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

- F. Proof of CCWA SLBE Certification (if applicable).
- G. Copies of any and all license(s) required to perform the work.
- H. Any other items as required in this RFB including but not limited to the items contained in the Instructions to Proposers.
- I. Addenda (if any issued).

END OF SECTION

Division 2

Proposal Requirements

Section 4: Cost Proposal Form

This Form must be provided in a separate sealed envelope and placed within the completed sealed RFP submittal package.

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 **Huie Foundation Fundraiser Consultant** in strict accordance with the Contract Documents as enumerated in the Request for Proposals, within the time set forth therein, and at the prices stated below.

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

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

CONTRACT EXECUTION:

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

CONTRACT TIME:

Proposer hereby agrees to commence work within ten (10) calendar days from the date the Contract is fully executed or on a date to be specified in the Notice to Proceed.

INSURANCE:

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

ADDENDA:

Proposer acknowledges receipt of the following Addenda:

Division 2 **Proposal Requirements**

Section 4: Cost Proposal Form

In compliance with the Request for Proposals, Proposer hereby proposes to provide with **Huie Foundation Fundraiser Consultant** in strict accordance with the Request for Proposal documents, within the time set forth therein and at the following amounts:

COST PROPOSAL FORM:

To be considered responsive, the Cost Proposal Form must include pricing for all three Phases; however, Cost will be evaluated based on the total price of Phases I and II only.

Phase	Deliverables (as defined by Proposer)		COST
I	Developing a Feasibility Report		\$
	Phase I - Itemized services	Cost Breakdown	
1			
2			
3			
4			
5			
6			
7			
8			
9			
II	Developing a Capital Campaign Plan		\$
	Phase II - Itemized services	Cost Breakdown	
1			
2			
3			
4			
5			
6			
7			
8			
9			
TOTAL COST Phases I and II			\$

Submitted by: _____
Company Name of Proposer

Date: _____

Division 2 **Proposal Requirements**

Section 4: Cost Proposal Form

COST PROPOSAL FORM (Cont'd):

III	Implementing a Multi-Year Fundraising Campaign	
Phase III – Consultant Categories		HOURLY RATES
1		
2		
3		
4		
5		
6		
7		
8		
9		

Submitted by: _____
Company Name of Proposer

Date: _____

Division 2

Proposal Requirements

Section 4: Cost Proposal Form

If the Proposer 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. According to the county of business address, the corresponding percentage of bid discount will be determined as outlined on Division 2 Section 8 of these RFP documents. Information provided on this form will be subject to verification by CCWA.

CCWA SLBE Certification No. _____ County: _____

COMPANY NAME OF
PROPOSER:

By: (OFFICER NAME)

SIGNATURE:

TITLE:

COMPANY ADDRESS:

CITY, STATE, ZIP CODE:

PHONE NUMBER:

EMAIL ADDRESS:

WEBSITE:

DATE:

END OF SECTION

Division 2

Proposal Requirements

Section 6: Proposer Qualification Information

COMPANY NAME OF PROPOSER: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL ADDRESS: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

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

NAME OF PRINCIPAL OFFICERS: _____

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

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

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

Division 2 **Proposal Requirements**

Section 8: Small Local Business Enterprises (SLBE) – Preference Points

8.1 Overview of RFP Preference Points

RFP Preference Points are incentives that range between 7.5 and 10 points given to Proposers who are **CCWA certified SLBE Primes only** according to their business location as outlined below:

- a) 10 points for SLBEs located in Clayton County.
- b) 7.5 points for SLBEs located in Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding.

Proposers must submit a copy of their CCWA SLBE Certification with their proposal submittal.

RFP Preference Points will be added to the total score for evaluation purposes in determining the highest ranked responsible responsive Proposer.

Example:

General proposal requirements	(POSSIBLE TOTAL 50 POINTS)
Technical requirements	(POSSIBLE TOTAL 50 POINTS)
SLBE Preference Points	(POSSIBLE TOTAL 10 POINTS)

<u>SLBE Proposal</u>		<u>NON-SLBE Proposal</u>	
General Requirements	40	General Requirements	40
Technical Requirements	30	Technical Requirements	30
SLBE Preference Points –Clayton	10	No SLBE Preference.....	0
TOTAL POINTS	80	TOTAL POINTS	70

In the event of a tie proposal between a SLBE Proposer and a Non-SLBE Proposer, the SLBE Proposer will be recommended for the contract.

For additional information on CCWA’s SLBE Program, visit our website at www.ccwa.us, or contact Contracts, Compliance and Risk Management at ccwa_slbe_program@ccwa.us.

END OF SECTION

Division 3

Contract Forms

Section 1: Agreement Form

**STATE OF GEORGIA
COUNTY OF CLAYTON**

AGREEMENT FOR SINGLE PURCHASE OF 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 certain 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 **Huie Foundation Fundraiser Consultant**, as described in the Request for Bid dated June 2019.
2. **COSTS**: The Authority shall pay the Contractor the prices as stipulated in the Cost Proposal Form hereto attached as full compensation relative to the Proposal dated _____, a copy of which is attached and incorporated into this contract.

The Authority shall make payments to the Contractor based on the deliverables and the associated prices as outlined in the Proposal documents. Payment terms are net 30 days after acceptance of the work/deliverables and receipt of an invoice. Payments will be made via regular US Mail.

3. **TIME FOR COMPLETION OF PROJECT**: Contractor hereby agrees to commence work within ten (10) calendar days under this contract or on a date to be specified in the Notice to Proceed. The total time for the Contractor to complete this project shall not exceed _____ (____) calendar days.
4. **WARRANTY ON SERVICES RENDERED**: The Contractor warrants its workmanship to be free from defects for a period of two (2) years from the date of final acceptance. 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 Authority.
5. **ASSIGNMENT AND SUBCONTRACTING**: The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for completed or substantially completed services purchased

Division 3

Contract Forms

Section 1: Agreement Form

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.

6. **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.
7. **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 of the Contractor's obligations under this Agreement.
8. **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 subcontractors, save and except damage caused by the sole negligence of the Authority. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workmen's

Division 3

Contract Forms

Section 1: Agreement Form

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 ten (10) days' prior written notice of cancellation of the coverage.

9. **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.
10. **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 costs and expenses of the type specified in the "WARRANTY" paragraph of this Agreement Document; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

Division 3

Contract Forms

Section 1: Agreement Form

- (c) Except with respect 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 or 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 or 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 a 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 had been issued pursuant to the "Termination for Convenience" paragraph of this Agreement Document.
 - (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.
11. **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 reasonable cost paid by the Contractor for the actual 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

Division 3

Contract Forms

Section 1: Agreement Form

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.

12. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
13. **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 of notice shall be at the time of mailing.
14. **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 _____, 20__, 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

[Corporate Seal]

ATTEST: _____

DATE: _____

CONTRACTOR

BY: _____

TITLE: _____

[Corporate Seal]

ATTEST: _____

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 the Authority's 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*

Professional Liability – Professional liability is required at a coverage limit of at least \$1,000,000.

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.

Professional Liability – Professional liability is required at a coverage limit of at least \$1,000,000.

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 _____

_____ in proposing or procuring the Contract with the Clayton County Water Authority on the
following Project: **Huie Foundation Fundraiser Consultant**, and that said

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

ATTEST: _____ By: _____
Proposer

By: _____ By: _____
Name Name

Title: _____ Title: _____

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

Notary Public: _____

My Commission expires: _____

END OF SECTION