CHATHAM AREA TRANSIT AUTHORITY

REQUEST FOR PROPOSALS
FOR
Insurance Brokerage and Consulting Services

April 1, 2013
PUBLIC NOTICE
CHATHAM AREA TRANSIT AUTHORITY

REQUEST FOR PROPOSAL NO. 2013-09
Insurance Brokerage and Consulting Services

Notice is hereby given that the CHATHAM AREA TRANSIT AUTHORITY (CAT) is seeking proposals for the following services:

Descriptions: Chatham Area Transit Authority (CAT) is soliciting proposals from insurance brokers/agents to provide brokerage and consulting services to obtain insurance for our property, casualty and employee benefits programs.

Proposals: Proposal Packages are available at 900 E. Gwinnett Street, Savannah, Georgia, 31401 or online at www.catchacat.org. Phone: 912-629-3909, fax 912-944-6058, Email: terri.harrison@catchacat.org.

Questions: All questions must be submitted in writing to: Terri Harrison, Chatham Area Transit Authority, 900 E. Gwinnett Street, Savannah, Georgia, 31401. Email: terri.harrison@catchacat.org Phone: 912-629-3909

Proposal Deadline: 2:30 p.m., April 10, 2013, CAT Office, 900 E. Gwinnett Street, Savannah, Georgia, 31401

Disadvantaged Business Enterprise (DBE) Requirements:
CAT, in accordance with 49 Code of Federal Regulations (CFR) Part 26, has an obligation to ensure nondiscrimination of DBE’s in all aspects of competition, award and administration of federally funded contracts.

Notice to all proposers is hereby provided, that in accordance with State and Federal laws, CAT will ensure that disadvantaged business enterprises are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this advertisement. Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. No proposer will be discriminated against because of age, sex, race, color, religion, national origin, or handicapping conditions. Proposal will be evaluated based on the profile and qualifications of firm, response to property and casualty requirements, response to employee benefits program requirements and transition plan. Final award will be based on the best value provided to CAT.

CAT reserves the right to accept or reject any and all proposals submitted.

Chadwick Reese
Executive Director, Chatham Area Transit Authority
## Chatham Area Transit Authority
### RFP 2013-09 – Insurance Brokerage and Consulting Services

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I. General Information and Instructions

1.1 Introduction

The purpose of this Request for Proposal (RFP) is to contract with one insurance broker/agent (Broker) to obtain insurance coverage for all property and casualty and employee benefit programs for Chatham Area Transit (CAT). The qualified Broker will provide a full range of employee benefit and property/casualty brokerage services including review of existing programs, marketing and placement of insurance coverage and consulting on coverage issues and self-insurance options.

Historically, CAT’s insurance programs have been combined with those purchased by a management company. Effective May 1, 2013, CAT’s programs will be secured separately as a “stand-alone” program. The selected broker will have approximately 15 days from the date of appointment to review, design, market, and secure the necessary coverage and programs required by CAT for Employee Health Insurance. All other insurance coverage will be required within approximately 30 days.

1.2 Procurement Timetable

Please refer to the Procurement Timetable below which contains a list of key procurement milestones and associated dates.

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1.3 Submit Proposal to:

CAT will receive proposals until **2:30 p.m. on April 10, 2013**. Any proposal delivered to CAT after the time specified will not be considered and will be returned to the proposer unopened.
Proposals must be in a sealed envelope(s). Three copies of the proposal must be mailed or hand delivered to:

Terri Harrison, Chief Financial Officer  
Chatham Area Transit Authority  
900 E. Gwinnett St.  
Savannah, GA 31401  
(912) 629-3909

1.4 Proposal Form Requirements

All offers must state the full and correct name, address, and capacity of the offerors. If the offeror is an individual doing business under another name, the proposal shall so state. Partnerships, Joint Ventures, and Corporations shall sign as is appropriate for their type of business. Any erasures, corrections, or other changes appearing on the proposal forms must be initialed by the persons signing the proposal. CAT cannot accept any material marked confidential, trade secret or proprietary.

All proposals submitted will become the property of Chatham Area Transit and subject to the open records act of the State of Georgia. Chatham Area Transit shall not release any information regarding proposals to any other proposer during the RFP process or following award of contract to the respondent, except as required by law. Proposal information will be used for competitive comparison analysis only.

Three (3) original copies of the proposal shall be submitted with the name, telephone number and e-mail address of the principal person provided.

Responses to inquiries shall be provided via email to all those receiving the original proposal package. All material submitted as part of the RFP process becomes the property of Chatham Area Transit and will not be returned.

Brokers selected for further evaluation prior to final selection may be required to make an oral presentation of their proposal to Chatham Area Transit.

Although this request provides for a general format, it is not intended to limit a respondent’s creativity in preparing a proposal the respondent feels will best serve CAT.

1.5 Inquiries

Should a proposer have questions, please contact in writing:

Terri Harrison, Chief Financial Officer  
Chatham Area Transit Authority  
900 E. Gwinnett St.
Questions and Approved Equals should be submitted to CAT by **2:30 p.m., EST, on April 5, 2012.** Communication via facsimile will be considered a written inquiry. Communication via email will also be considered a written inquiry. **ANY VERBAL COMMUNICATION IS NOT CONSIDERED CAT’S OFFICIAL RESPONSE.**

1.6 Ethics and Lobbying Statement

CAT maintains a written code of ethics that governs the conduct of its employees and subcontractors. Any debarment and suspension certification pertaining to the proposer must be disclosed by attaching a copy of each to the proposal. Additionally, the successful proposer must complete the appropriate certifications relating to lobbying activities.

1.7 Indemnification

The service provider is solely responsible for and agrees to protect, defend, indemnify, and hold harmless Veolia Transportation, CAT Board of Directors, officers, agents, employees, and volunteers from and against all liability. Also, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by the service provider or its subcontractors. The service provider’s obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever; or any actual or alleged violation of trade regulations. Service Provider further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless CAT at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker’s Compensation Act arising out of injuries sustained by any employee of the Service Provider or his subcontractors or anyone directly or indirectly employed by any of them.

1.8 Interest of Members of, or Delegates To, Congress

In accordance with 18 U.S.C. Subsection 431, no member of, or delegates to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising there from.

1.9 Ethics
It is CAT’s policy that all contractors shall be expected to have complied, and in the future to comply, with all ethics laws of the State of Georgia and to be free of conflicts of interest (as described in the following section) if awarded a CAT contract. Each proposer shall be deemed have acknowledged said policy. Any indication that a proposer has violated or given the appearance of violating an ethics law or is not free of actual or potential conflicts of interest will cause rejection of that bid. Any indication that, once awarded a contract, a contractor has violated or has given the appearance of violating an ethics law or is not free of actual or potential conflicts of interest may, in the sole discretion of CAT, constitutes grounds for termination of the contract.

1.10 Conflict of Interest

No Board Member, employee, officer or agent, or employee of such agent of CAT shall participate in the selection, the award of, or the administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

a. The Board Member employee, officer or agent, or employee of such agent;
b. Any member of his immediate family;
c. His or her partner; or

An organization which employs, or is about to employ any of the above, has a direct or indirect, present or future financial or other interest in the firm selected for award.

CAT Board Members, officer, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential subcontractors or parties of subagreements.

CAT officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties of subagreements.

1.11 Privacy Act Requirements

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understand that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and
that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

1.12 Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by federal statute or regulations, CAT will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

1.13 Geographic Restrictions

Except as expressly mandated, encouraged or permitted by FTA or Federal statute, CAT will refrain from using state or local geographic preferences.

1.14 Confidentiality

Proposer agrees that any and all information, in oral or written form, whether obtained from CAT, its agents or assigns, or other sources, or generated by proposer pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Proposer further agrees to keep in absolute confidence all data relative to the business of CAT and VT, their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by proposer without written approval of CAT.

1.15 STATE AND LOCAL LAW DISCLAIMER

The use of many of the Clauses herein are not governed by federal law, many of the clauses contained herein contain FTA suggested language in certain instances these clauses may be affected by State Law.

1.16 SUBMITTAL OF PROTESTS

1. Pre-Award Protests

Protests concerning these instructions, contract requirements, or the RFP procedures must be submitted in writing to CAT’s Executive Director, Chadwick L. Reese, PhD., not less than ten (10) days before the scheduled receipt of proposals. The protest must:
a) Site the RFP name and number;
b) Site the specific section(s) of this document that is being protested;
c) Include the date and a description of the violation; and
d) Contain a suggested remedy; include an explanation as to why the remedy is the appropriate course of action for CAT.

2. Post-Award Protests
Protests concerning the award of this proposal must be submitted in writing to the CAT Executive Director not less than five (5) working days after notification of the award. CAT will have ten (10) working days after receipt of the formal protest package to evaluate, and issue a response, except in cases where the original proposal has been awarded by the Board of Directors. In such cases, the decision to protest will be handled at the next regularly scheduled Board meeting, following completion of the staff review of the protests. The protest must:
   a) Site the RFP name and number;
   b) Site the specific section(s) of this document that is being protested;
   c) Include the date and a description of the violation; and
   Contain a suggested remedy; include an explanation as to why the remedy is the appropriate course of action for CAT.

1.17 Proposal Offer

Each proposal in the Authority’s hands at the time set for the proposal opening shall constitute an irrevocable offer for ninety (90) days and may not be withdrawn during that time.

1.18 Proposal Award

CAT reserves the right to reject any and all proposals, and part or parts of a proposal, waive any technicalities, and award any or all of the contract in a manner that is in the best interest of CAT. Contracts will be awarded to the highest ranked offeror when it is in the best interest of CAT.

In the case of goods, equipment, or services identified by a “brand name or equal” description, no preference will be given to proposals offering to furnish the name brands over those offering accepted equal value and quality, and vice versa.

Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, these specifications are used only to denote the quality standard of product, style type, and character of product desired and do not restrict
proposers to the specific brand, make, manufacturer or specification named. Equivalent products, which have been designated "approved equals" by CAT or its agents, shall be acceptable. Proposer must submit to CAT a written request for approval of all equivalent products by the inquiry deadline.

1.19 Proposal Withdrawal

Offers may be withdrawn by submitting a written request to CAT before the time fixed for proposal opening. Withdrawal of an offer will not prejudice the right of the offeror to submit a new proposal, provided that the latter is timely received as provided above.

1.20 Single Proposal Situations

In the event a single proposal is received, the Authority will conduct a price analysis or a cost analysis of the proposal. The sole proposer must, if price cost analysis is conducted, cooperate with the Authority as necessary in order for its proposal to be considered, but shall have the option, in lieu of doing so, to withdraw its proposal.

1.21 Certifications

The proposer, by signing the proposal forms, certifies that the proposal is offered by a business that is fully licensed to do the work relating to the specifications herein.

1.22 Taxes

CAT is exempt from payment of federal excise and transportation tax and Georgia Sales and Use taxes. These taxes are not to be included in the proposal price. Tax exemption information, upon request, will be provided to the successful offeror upon award of the contract.

1.23 Contract Term and Termination

The period of this contract is for three years commencing April, 2013 and ending on March, 2016, with two one-year options at the sole discretion of the Authority. CAT reserves the right to terminate this contract in whole or in part after giving sixty (60) days written notice to the Contractor upon non-performance, violation of terms, or for convenience of the Authority.

1.24 Assignments

The proposer shall not assign this contract, wholly or in part, without the prior written consent of CAT. No assignment shall relieve the contractor of any obligations under the contract.
1.25 Addenda

Any changes in these instructions or other requirements will be accomplished by a written addendum sent to all prospective proposers. All such addenda shall become a part of the contract. Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive, and therefore rejected.

1.26 Prohibited Interests

No member, officer, or employee of CAT, the governing body of the Chatham County, Georgia, and/or member of, delegate to, the Congress of the United States shall, during his/her tenure, or for one year thereafter, have either a direct or an indirect interest in this contract or the proceeds thereof.

1.27 Audit & Inspection

The proposer agrees to allow CAT, the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination:

1.27.1 Inspect all work, materials, payrolls, and other data/records associated with the project; and

1.27.2 Audit the books, records, and accounts associated with the project.

1.27.3 In addition, the contractor must also agree to maintain all required records for a minimum of three (3) years after CAT makes final payments and all other pending matters are closed.

1.28 Notice to Proceed

The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded, proof of insurance has been received, and a Notice to Proceed is issued. If the successful proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

1.29 Evaluation of Proposals

Proposals received from contractors determined to be responsive and responsible will be evaluated by members of an evaluation committee in accordance with the criteria set forth below. The criteria are weighted by their relative degree of importance.

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Response to Employee Benefits Requirements 24 Points

Transition Plan 16 Points

II. Scope of Services

2.1 Background Information

CAT gets people moving around Savannah. Our transit services bring hard-working commuters to their jobs, students to their schools, and fun-seekers to entertainment, shopping areas, and restaurants. We provide mobility to residents of the city as well as to large numbers of tourists, taking them to and from their hotels to historical neighborhoods and countless attractions.

CAT has approximately 194 full time and 27 part time employees with an annual payroll of $7.7 million and annual revenues of $19.5 million. We operate 100 of buses with 116 drivers and have total insurable property values of $33.5 million. Our property/casualty programs include commercial Property, Automobile, General Liability, Workers Compensation, Umbrella Liability, Executive Liability, Employment Practices Liability, Fiduciary Liability, Crime, Marine Liability and related coverage.

With regard to employee benefits, CAT has 194 benefit eligible employees with 159 covered employees and 177 covered dependents on the medical plan. CAT’s benefit package includes fully-insured medical, dental, life, and disability insurance.

PLEASE NOTE THAT THERE ARE STATE IMPOSED INSURANCE LIMITS FOR CAT THAT SHOULD BE CONSIDERED.

The selected broker will be provided with all current plan documents, insurance policies, historical loss information and other demographic and exposure information in order to obtain proposals from insurance markets and related providers. It is not our intent to provide this information in the RFP process.

2.2 Broker Compensation

The selected broker shall be compensated on a percentage commission basis payable by the selected insurance providers. All broker compensation received for the services provided on behalf of CAT shall be fully disclosed to CAT.
It is not CAT’s intent to have brokers directly contact insurance markets as part of this RFP process. Any carriers contacted could result in that broker being disqualified.

2.3 Goals of RFP Process

Select the optimum property/casualty insurance, risk management and employee benefits advisor for Chatham Area Transit with a vision to the future.

Partner with a property/casualty insurance, risk management and employee benefits advisor who will assist Chatham Area Transit in crafting cost effective programs for our organization that properly protect our assets and earnings, with benefit programs that are valued by our team members.

Secure innovative and cost effective solutions without sacrificing quality of coverage

Obtain robust management reports that allow us to understand our risk factors, project costs, and better manage our claims activity

Partner with a firm that will assist us with efficient communication and education of benefit packages
Maintain transparency of the costs related to the purchase of insurance and employee benefit services.

Partner with an insurance firm who can meet our time requirements for program implementation on or before May 1, 2013 for health insurance and on or before May 14, 2013 for all other insurance coverage.

2.4 Scope of Services

The selected broker will be expected to work in partnership with Chatham Area Transit staff to perform the following minimum services:

2.4.1 Property and Casualty Brokerage and Consulting Services

Analyze exposures, design and implement a comprehensive insurance and risk financing program, and make recommendations for coverage and unique endorsements.

Provide day to day services including:

a. Maintain and provide updated schedules of insurance.

b. Maintain copies of all insurance policies including a specific listing of expirations.

c. Supervise premium payments to insurance companies
d. Obtain insurance quotations for designated lines of business as requested by CAT; analyze quotations and coverage conditions received and make recommendations as appropriate.

e. Negotiate and procure insurance renewals

f. Analyze and make recommendations regarding loss sensitive or alternative risk financing mechanisms.

g. Assist in filing and monitoring all claims with carriers after a loss has occurred.

h. Respond to request for certificates within 24 hours.

i. Assist in reviewing property values and business interruption values.

j. Assist in the preparation of all insurance documents, including applications, underwriting submissions and other information required by insurers.

k. Review premium audits to ensure accuracy.

l. Recommend risk management and loss control programs as appropriate.

m. Conduct an annual strategic planning session to review the following as it relates to the performance of our current property and casualty coverage and to establish future objectives and strategies to manage Chatham Area Transit insurance plans:

n. Establish program objectives;

o. Identify any outstanding issues;

p. Conduct review of historic loss experience;

q. Recommend future property and casualty insurance and risk finance program strategies;

2.4.2 Employee Benefit Brokerage and Consulting Services

Provide day to day services including:

a. Administrative issues and problem resolution;

b. Policy and contract questions;

c. Compliance and regulatory updates, notifications, interpretations and responses to questions;

d. Provide Chatham Area Transit access to your client portal that provides Human Resource and benefits information including regulatory information and updates;

e. Attend carrier meetings on program performance and issues;

f. Coordinate the annual collection of Schedule A information for Form 5500.

g. Audit and analyze current plan structure, administrative procedures, carriers and vendors, for appropriateness and effectiveness;

h. Assist with implementation and act as a liaison between Chatham Area Transit and insurers/providers for the lines of coverage and services.

i. Conduct an annual strategic planning session to review the following as it relates to the performance of our current employee benefits coverage and to establish future objectives and strategies to manage Chatham Area Transit employee benefit plans:

j. Establish benefit objectives;

k. Identify any outstanding issues;

l. Conduct historic benefit program experience review;
m. Determine Benchmarks – Industry, Regional and National;
n. Establish future proposed benefit program strategies;
o. Evaluate and recommend program change impacts *(project high level cost impacts for changes to benefit plan offerings).*

### 2.4.3 Additional Requirements

Provide to Chatham Area Transit annually:

a. Analysis of factors driving Chatham Area Transit’s historic plan costs;
b. Perform utilization review and cost analysis of benefit programs;
c. Benchmark medical and dental plan costs and employee contributions to industry, size and national standards on an annual basis
d. Keep CAT informed of significant changes and/or trends in the employee benefits marketplace

Required Reporting Services:

a. Monthly and Annual Reporting and Tracking of all medical program costs to budget;
b. Annual roll-up of total benefit program cost;
c. Review and commentary on carrier utilization reports;
d. Experience reports as required.
e. Conduct a pre-renewal meeting to evaluate the following: Plan experience, renewal projections, plan design review utilizing benchmarking data, discussions of plan offerings and a final renewal meeting to finalize budgeting, rates, contribution structure and plan offerings.
f. Renewal Consulting Services to be provided include:
g. 90-day notice requirement of renewal rate changes;
h. Underwriting of projected renewal costs based off historical experience and market appropriateness for all lines of coverage to be utilized during negotiation and budgeting process;
i. Analysis and development of actuarial impact of all proposed plan design and program changes, including incorporation of projected impact into the renewal negotiations;
j. Negotiation of the impact of potential elimination and/or expansion of certain benefit programs;
k. Negotiation of the fees and/or rates of all renewing benefit programs;
l. Development of a report outlining the initial renewal fees and/or rates by line of coverage, negotiated renewal and recommendations;
m. Meetings with Chatham Area Transit and updates to discuss renewals and progress;
n. Provide confirmation of benefit details for all lines of coverage.
o. Develop annual budget projections related to all benefit programs including actuarially-developed annual projections of all medical, prescription and dental program costs.

p. Review of policies, contracts and endorsements for accuracy and conformity to the negotiated renewal benefits and rates.

q. Summary Plan Description review and updates.

r. Review of benefit summaries provided by each carrier.

s. Marketing Services to include:

t. Develop proposal requests and bid requirements.

u. Engage in market analysis and rate/fee negotiations with carriers and vendors.

v. Provide summary report and presentation of renewal and marketing results.

w. Develop recommendations.

x. Facilitate carrier and vendor finalist presentations.

y. Develop marketing/implementation timelines and monitor carrier/vendor adherence.

z. Provide Chatham Area Transit with implementation assistance.

2.4.4 General Proposal Response Requirements

Include the following in proposal submissions:

A. Profile and Qualifications of Brokerage Firm: Prospective brokers are required to submit the following items in their proposal: (40% of Evaluation Score)

a. A narrative statement as to the Broker’s qualifications to perform the work.

b. Submit any information which documents successful and reliable experience in past performances similar to the requirements of this proposal.

c. A brief history of your firm, including location of the “servicing office” and areas of specialty/competency. Include information as to the background/evolution of your firm.

d. Characteristics that you believe make your firm unique.

e. Submit a brief explanation why your company, if selected, would provide the greatest benefit to Chatham Area Transit.

f. Description of the background and experience of the Broker’s team that would be assigned to the CAT account. Include a team organizational chart identifying roles and responsibilities of each team member.

g. Experience in handling clients of similar size and scope of operations. Provide a representative client list.

h. Describe any organizational changes in your firm as well as the staff turnover in the designated “servicing office” within the last five (5) years. Do you anticipate any organizational changes within the next two (2) years?

i. Name, address, telephone and email address of four current accounts of similar complexity including two employee benefit clients and two property
casualty clients. Include the dates of the relationship and a brief description of the services performed. Also include contact details for 2 former clients who are no longer serviced by your firm within the most recent 12 month period.

j. Provide a description of your firm’s service philosophy and describe how your firm delivers your services based on that service philosophy.

k. Describe the involvement of your firm’s management in the supervision and monitoring of the client relationship. I.e., *How does CAT access your management when required to address issues with respect to the account?*

l. Provide a certificate of Professional Errors & Omissions coverage with limits of at least $5,000,000.

**B. Property and Casualty Response Requirements (20% of Evaluation Score)**

a. Describe your approach to identifying risks and developing insurance and risk finance programs relevant to CAT.

b. Describe your approach to insurance marketing including how your firm would serve as a liaison between our company and our insurance carriers/vendors.

c. Describe your firm’s procedures for developing underwriting specifications and identifying insurers that are best suited to meet the plan goals and objectives of your clients.

d. Describe your firm’s capabilities and relationships with key property/casualty markets, including both domestic and international carriers that would be of interest to CAT. How does your firm access international markets?

e. Identify key insurance products and services that you would envision important for CAT’s consideration.

f. Describe your firm’s capability in providing claim support/advocacy.

g. Identify any risk control consulting services that would be available for CAT. Indicate those services that are “included” in the commission compensation versus fee based services that may be in addition to the traditional broker compensation.

h. Discuss your firm’s capabilities and experience in resolving coverage disputes with carriers.

i. Provide three “success stories” where your firm has added value in the negotiation and placement of a property/casualty program.

j. Describe your criteria for evaluating and monitoring the financial stability of insurance markets.

**C. Employee Benefits Response Requirements (24% of Evaluation Score)**

a. Describe, in detail, your firm’s capabilities for supporting clients during the annual enrollment process (i.e. employees meetings, roundtables, health seminars, etc.)
b. Describe in detail your firm’s capabilities for providing guidance for or, in fact, delivering a comprehensive employee communication strategy/campaign.

c. Indicate your ability to provide a program to our employees and dependents to assist them with claim issues, ongoing problems, and questions about our benefit programs.

d. Please provide an outline of the educational resources you provide as part of your employees benefit program. Include samples of materials.

e. Enumerate and describe all regular reports you provide to clients regarding all issues affecting the Health & Welfare Plans.

f. Does your firm have any unique tools or services available to assist in the furthering of Wellness initiatives? If so, please detail the professional experience of your wellness consulting team, additional expenses, and provide a client example of cost savings in medical/pharmacy claims.

g. Describe, in detail, how your firm regularly monitors administrative processes and how your firm provides support and resolution for escalated benefits issues.

h. Outline the services that are included as part of your basic service.

i. Describe any value added services or initiatives offered by your organization that would be payable in addition to the insurer commission amounts.

j. List all possible additional fees for consulting; describing any services required for this RFP that your firm would have to outsource and the billing procedures for that work (i.e., ERISA counsel, communications, marketing, etc.).

k. Describe your firm’s procedures for developing plan specifications and identifying vendors that are best suited to meet the plan goals and objectives of your clients. Describe, in detail, your firm’s procedures for assessing all critical areas of compatibility between a vendor and client.

l. Describe your firm’s process for vendor contract negotiation, including the development of measurable Performance Guarantees.

m. Describe your firm’s methodology for identifying potential gaps, redundancies and trends in Health & Welfare Plans.

n. Describe the tools you utilize in managing and evaluating a client’s current and projected program costs as well as the impact of benefit, network and plan delivery changes.

o. Describe your approach to the renewal and annual budgeting process. Include sample renewal report provided to clients.

p. Describe your firm’s capabilities, resources and tools regarding the following:

q. Strategic Planning

r. Actuarial Services

s. Compliance Services

t. How will you help with the management of insurance, including: monthly (or quarterly) supervision and/or preparation of claims activity reports from carriers; executive summary reports; underwriting analysis for annual
renewals; annual financial projections for budgeting purposes; and alternative funding analyses?

u. Do you have an in-house benefits attorney? If yes, please provide his or her credentials and the number of years he or she has provided counsel on benefits issues. If no, do you use an external benefits attorney? Which firm do you use?

v. Describe any resources you have available for ensuring Chatham Area Transit stays in compliance with various federal mandates and state regulations.

w. What tools can you provide Chatham Area Transit to help implement/continue our wellness program?

x. Describe how you keep your clients abreast of Human Resources and benefit laws in a timely manner.

D. Transition Plan (16% of Evaluation Score)

a. Provide a transition plan assuming that your firm is notified on April 17, 2013 and the engagement will begin on May 1, 2013 for Health Insurance and all other insurance coverage.
Attachment A
Lobbying Certification

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, __________________________, hereby certify on
(Name and Title of Offeror Official)
behalf of __________________________
(Name of Offeror)
that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the
undersigned, to any person for influencing or attempting to influence an officer or employee of
any agency, a Member of Congress, an officer or employee of Congress, or an employee of a
Member of Congress in connection with the awarding of any Federal contract, the making of any
Federal grant, the making of any Federal loan, the entering into of any cooperative agreement,
and the extension, continuation renewal, amendment, or modification of any Federal contract,
grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any
person for influencing or attempting to influence an officer or employee of any agency, a
Member of Congress, an officer or employee of Congress, or an employee of a Member of
Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the
undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report
Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award
documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts
under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and
disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this
transaction was made or entered into. Submission of this certification is a prerequisite for
making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person
who fails to file the required certification shall be subject to a civil penalty of not less than
$10,000 and not more than $100,000 for each such failure.

Executed this ______________ day __________________, __________.

BY

Witnesses: ___________________________
(Signature of Authorized Official)

________________________________________
(Title of Authorized Official)
Sworn to and subscribed before me on this _______ day of __________________, ________.

Notary Public In and For ______________________________
   County

State of ________________________________________________
Attachment B
References

CAT may contact references in an effort to obtain more information about the proposer. The references listed should be companies and individuals with whom the proposer has supplied equipment and/or performed services similar to those specified herein.

1. Company Name:_________________________________
   Contact Name:_________________________________
   Phone Number:__________________________________
   Description of Work:______________________________

________________________________________________________________

2. Company Name:_________________________________
   Contact Name:_________________________________
   Phone Number:__________________________________
   Description of Work:______________________________

________________________________________________________________

3. Company Name:_________________________________
   Contact Name:_________________________________
   Phone Number:__________________________________
   Description of Work:______________________________
Attachment C
Addendum Acknowledgment

The undersigned acknowledges receipt of the following addenda to the proposal documents.

NO ADDENDA WERE RECEIVED _____________

(Give number and date of each):

Addendum No. ___1 Dated___________
Addendum No. ___2 Dated___________
Addendum No. ___3 Dated___________
Addendum No. ___4 Dated___________
Addendum No. ___5 Dated___________

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive.

_________________________________________
Signature

_________________________________________
Title
**Attachment D**

**OFFEROR’S CHECKLIST**

(To verify that all necessary documents are included)

This form **must be completed** and returned with the proposal. Failure to return the completed from may be cause for considering your proposal non-responsive.

Proposals must be clearly marked with the proposal number and title, date and time of proposal opening, and company name.

<table>
<thead>
<tr>
<th>Proposer Contact Information</th>
<th>________</th>
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<tbody>
<tr>
<td>Description of Implementations Services</td>
<td>________</td>
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<tr>
<td>Statement of Qualifications</td>
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<tr>
<td>Attachment A – Lobbying Certificate</td>
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<tr>
<td>Attachment B – Proposer’s References</td>
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<td>Attachment C – Addendum Acknowledgment</td>
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<td>Attachment D – Offeror’s Checklist</td>
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<td>Attachment E – Proposer Information Form</td>
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<tr>
<td>Attachment F – Draft Sample Contract</td>
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<td>________</td>
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</table>
Attachment E
PROPOSER INFORMATION FORM

All offerors are required to submit the information contained on this form. This information is a condition of submitting an offer to CAT. Offerors must insure that ALL sub-contractors, sub-contractors or others at all tiers, which are proposed to be used or used under any agreement issued by CAT have submitted an executed copy of this form. CAT is required to maintain this information by the Federal Transit Administration and it is not subject to waiver.

Firm Name ___________________________________________________________

Firm Address ______________________________________________________

Telephone Number ____________________________
Fax Number ____________________________

E-Mail Address ______________________________________________________

Firm’s status as Disadvantaged Business Enterprise
(DBE) or Non-DBE ______________________

Age of the firm _____________________________________________________

Annual gross receipts of the firm ______________________________________

Prime or Sub-Contractor _____________________________________________

NAICS code (s) _____________________________________________________

I certify to the best of my knowledge that the above information is true and correct:

Signature ____________________________

Title ____________________________

Date ____________________________

CAT Project No. ______________________

FAILURE TO PROVIDE AN EXECUTED COPY OF THIS FORM AS STIPULATED HEREIN MAY PRECLUDE YOUR OFFER FROM CONSIDERATION FOR AWARD.
Attachment F
Draft Sample Contract

CONTRACT NO _____________

BETWEEN

CHATHAM AREA TRANSIT AUTHORITY
AND
CONTRACTOR

FOR ________________

This Contract ("Contract") is made and entered into as of the Effective Date of __________, 2012, hereinafter set out by and between Chatham Area Transit Authority, (hereinafter "CAT"), located at 900 E. Gwinnett Street, Savannah, Georgia, 31401 and Contractor's, (hereinafter "Contractor"), located at ________________. The Services required by Authority in this Contract are to be rendered for the project stated in the RFP __________ and below in the Statement of Work.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements stated herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Authority and the Contractor agree as follows:

Contract Documents ("Contract")
- Contract No. ___________
- Request for Proposal No _______________
- Contractor’s Proposal dated _______________

Order of Precedence: In the event of conflicting provisions, all documents shall be construed according to the following priorities:
- Contract No. ___________
- Request for Proposal No _______________
- Contractor’s Proposal dated _______________

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) to provide ________________; and

WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the Authority is authorized to enter into a Contract.

NOW, THEREFORE, the parties mutually agree as follows:

1. STATEMENT OF WORK

1.0 Authority and Contractor agree to the following;

1) Cost Form, Exhibit A
2) List of Goods and Services, Exhibit B
3) Project Schedule and/or Schedule of Values, Exhibit C
4) Insurance Requirements, Exhibit D
5) Performance & Payment Bond, Exhibit E

1.1 Contractor agrees to furnish including but not limited to, design, drawings, documentation, goods, services and installation, etc., for a turnkey project, all in strict accordance with the specifications, which said specifications and addenda, if any, are incorporated herein by reference and made a part thereof. All work under this Contract shall be performed in accordance with the terms and conditions of the Contract Documents.

2. **CONTRACT TERM**

2.0 Term/Termination

The term of this Contract will for a five (5) year period. This Contract may be extended by all the required parties with a properly executed amendment to this Contract.

2.1 This Contract shall commence on the 1st day of April 2012. The term of this Contract shall be as follows: Contract Start Date: April 1, 2012, Contract End Date: March 31, 2022.

2.2 Authority Contract obligations shall automatically terminate at Contract End Date.

2.3 In the event of Lack of Funding Authority shall have the right to terminate the Contract immediately upon written notice to Contractor.

2.4 Authority may terminate this Contract at any time upon thirty (30) days written notice to Contractor.

3. **PURCHASE PRICE/DELIVERY**

3.0 The value of this Contract is $________________. The price provided on the Price Proposal (Exhibit A) shall constitute the Project Price, which shall not be modified except by Additional Work as provided in this Contract.

3.1 The Contractor shall prepare and present to the Authority and the Authority Representative the Contractor’s Goods and Services List (Exhibit B) and Contractor’s Project Schedule and Schedule of Values (Exhibit C) apportioning the Project Price among the different elements of the Project for purposes of periodic and final payment. The Contractor’s Project Schedule and Schedule of Values shall detail the areas of product and service responsibilities of the Contractor and/or Subcontractor per the terms of the Contract. The Contractor’s Schedule of Values shall be presented in a format acceptable to Authority or Owner’s Representative, with such detail and supporting information that the Authority or Owner’s Representative requests. The Contractor shall not imbalance it is Schedule of Values nor artificially inflate any element thereof. Violation of this provision by the Contractor shall constitute a material breach of this Contract. The Contractor’s Schedule of Values will be utilized for the Contractor’s Payment Requests but shall only be so utilized after the Owner’s Representative and the Authority have approved it in writing.

3.2 Each Payment Request shall be signed by the Contractor and shall constitute the Contractor’s representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with this Contract and that the Contractor of a Payment Request also constitutes an affirmative representation and warranty that all work for which the Authority has previously paid is free and clear of any lien, claim or other encumbrance of any person whatsoever. Furthermore, the Contractor warrants and represents that, upon payment of the Payment Request submitted; title to all work, goods and services included in such payment shall be vested in the Authority. Thereafter, Authority or the Authority’s Representative shall review the Payment Request and may also review the work at the Project site or elsewhere to determine whether the quantity
and quality of the work, goods and services are as represented by the Payment Request and are as required by this Contract. The Authority’s Representative shall approve in writing the amount which, in the opinion of the Authority’s Representative, is properly owing to the Contractor. The Authority’s Representative’s approval of the Contractor’s Payment Requests shall not preclude the Authority from the exercise of any of its rights as set forth in Subparagraph (E) below.

A. When payment is received from the Authority, the Contractor shall within fourteen (14) calendar days pay all subcontractors and suppliers the amounts they are due for the work covered by such payment. In the event the Authority becomes informed that the Contractor has not paid a subcontractor, or supplier as provided herein, the Authority shall have the right, but not the duty, to issue further checks and payments to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, or supplier as joint payees. Such joint check procedure, if employed by the Authority, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Authority to repeat the procedure in the future.

B. Neither payment to the Contractor, utilization of the Project for any purpose by the Authority, nor any other act or omission by the Authority shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract.

C. The Authority shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:

   a. The quality of a portion, or all, of the Contractor’s work not being in accordance with the requirements of this Contract;
   
   b. The quantity of the Contractor’s work not being as represented in the Contractor’s Payment Request, or otherwise;
   
   c. The Contractor’s rate of progress being such that, in the Authority’s opinion, Initial Testing and Acceptance, Operational Acceptance or final completion, or all, may be inexcusably delayed;
   
   d. The Contractor’s failure to use Contract funds, previously paid the Contractor by the Authority, to pay Contractor’s Project-related obligations including, but not limited to, subcontractors, and suppliers;
   
   e. Claims made, pending or known against the Authority or its property in relation to this Contract or the acts or omissions of the Contractor or any of its subcontractors;
   
   f. Loss caused by the Contractor; and,
   
   g. The Contractor’s failure or refusal to perform any of its obligations to the Authority.

In the event that the Authority makes written demand upon the Contractor for amounts previously paid by the Authority as contemplated in the Subparagraph (E), the Contractor shall promptly comply with such demand.

D. If within sixty (60) days from the date payment to the Contractor is due, the Authority, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days written notice to the Authority of the Contractor’s intent to cease work.

E. When Initial Testing and Acceptance has been achieved, the Contractor shall notify the Authority and the Owner’s Representative in writing and shall furnish to the Owner’s Representative a listing of those matters yet to be finished. The Owner’s Representative will thereupon conduct an
inspection to confirm that the work is in fact substantially complete. Upon its confirmation that the Contractor’s work is substantially complete, the Owner’s Representative will so notify the Authority and Contractor in writing and will therein set forth the date of Substantial Completion. If the Owner’s Representative, through its inspection, finds that the Contractor’s work is not substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspection(s) which cost may be deducted by the Authority from and payment then or thereafter due to the Contractor. Upon Initial Testing and Acceptance, the Authority shall pay the Contractor an amount sufficient to increase total payments to the Contractor to ninety (90) percent of the Project Price, for the equipment and installation, any amounts attributable to liquidated damages and deductions including deduction of one hundred and twenty-five percent (125%) of the reasonable costs as determined by the Authority for completing all incomplete work, correcting and bringing into conformity all defective and nonconforming work, and handling any outstanding or threatened claims.

F. After Operational Acceptance and when the Contractor is ready for a Final Completion, it shall notify the Authority and the Authority’s Representative thereof in writing. Thereupon, the Authority’s Representative will perform a Final Testing of the Project. If the Authority’s Representative confirms that the Project is complete in full accordance with this Contract and that the Contractor has performed all of its obligations to the Authority hereunder, the Authority’s Representative will furnish a final Approval for Payment to the Authority certifying to the Authority that the Project is complete and that the Contractor is entitled to the remainder of the unpaid Project Price, less any amount withheld pursuant to this Contract. If the Authority’s Representative finds that the Project is not finally complete and is required to repeat all or any part of its final inspection of the Project, the Contractor shall bear the cost of such repeat inspection(s), which costs may be deducted by the Authority from the Contractor’s final payment.

G. When the Authority reasonably believes that Operational Acceptance or Final Completion will be inexcusably delayed, the Authority shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Authority to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Operational Acceptance or Final Completion, or any part thereof, for which the Authority has withheld payment, the Authority shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

H. Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall furnish the Authority, in the form and manner required by the Authority, if any, with a copy to the Authority’s Representative:

a. An affidavit that all of the Contractor’s obligations to subcontractors, suppliers and other third parties in connection with the Project have been paid or otherwise satisfied;

b. Separate released of claims or waivers from each subcontractor, supplier or other person or entity who has or might have a claim against the Authority or the payment bond;

c. Consent(s) of surety to final payment; and,

d. All product warranties, operating manuals, instruction manuals and other record documents, drawings, and things customarily required of the Contractor, or expressly required herein, as part of or prior to Project closeout.

I. The Authority shall, subject to its rights set forth in Subparagraph (E) above, make reasonable efforts to make final payment of all sums due the Contractor within thirty-five (35) days of the Owner’s Representative’s execution of a final Approval for Payment, but in any event shall make payment within sixty (60) days.
3.5 Authority shall compensate the Contractor in accordance with the terms and conditions of this Contract at the prices agreed upon. Notwithstanding anything contained herein to the contrary, the maximum firm fixed price amount to be paid to the Contractor for all work performed under this contract shall not exceed the amount negotiated, unless additional work is authorized by Authority in writing.

4. **ACCEPTANCE**

4.0 This contract is awarded to a reliable and dependable contractor and subcontractors. Contractors and subcontractors found guilty of unethical, irresponsible business practices will be suspended and debarred from conducting future business with the government.

4.1 Contractors and subcontractors must maintain up-to-date Central Contractor Registration (CCR), DUNS number, or other registration databases that may be required. Contractor must submit all CAT issued letter or certification of any DBE’s participating on this project.

5. **CONTRACTOR’S REPRESENTATIONS AND WARRANTIES**

5.0 Contractor represents and warrants to the Authority as follows:

   a. Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia, and has full corporate power and authority to execute, deliver and perform its obligations under this Contract, the instruments attached hereto, and any other agreements and instruments contemplated by this Contract. Contractor has all requisite corporate power and authority to own its properties, inventory, equipment and assets, including the work (as defined herein), and to conduct its business as now conducted. Contractor is qualified to do business in all jurisdictions where it is required to do so and has all necessary permits and authorizations required to carry out Contractor's Business.

   b. The execution and delivery of this Contract, the instruments attached hereto, and the other agreements and instruments contemplated by this Contract have been duly authorized by all necessary actions of Contractor and by anyone else whose approval or authorization is required. Upon execution and delivery, this Contract, the instruments attached hereto, and the other agreements and instruments contemplated by this Contract will be legal, valid and binding obligations of Contractor, enforceable against it in accordance with its respective terms.

   c. The execution and delivery of this Contract do not, and the execution and delivery of the instruments attached hereto and other agreements and instruments contemplated by this Contract will not, and the consummation of the transactions contemplated hereby and thereby will not: (i) violate any provisions of any of Contractor’s Charter, Bylaws or other organizational documents; (ii) violate any provision of law or any order, judgment or decree of any court or other governmental or regulatory authority applicable to Contractor; (iii) violate or result in a breach of, an acceleration under, or constitute (with due notice or lapse of time or both) a default under, any contract, lease, loan agreement, mortgage, security agreement, or other agreement or instrument to which Contractor is a party or by which it is bound or to which any of Contractor's properties, inventory, or assets is subject, which would prevent Contractor from transferring any of the goods/services in the manner and as contemplated by and in accordance with the terms and provisions of this Agreement; or (iv) result in the imposition of any liens or restrictions on Contractor's Business or any properties and inventory (including goods/services) thereof.

   d. There is no litigation pending or threatened against or relating to Contractor which could materially or adversely affect the goods/services the subject of this sale.

   e. There is not now and will not be at the delivery of the goods/services to the Authority’s any damage, destruction or loss not covered by Contractor’s insurance which could materially or adversely affect the goods/services; it being expressly agreed that the risk of loss of said goods/services shall remain with Contractor until delivery of goods/services to the Authority and after acceptance of the delivery of said goods/services after final inspection is made by Authority.

   f. Contractor shall have and convey at delivery good and marketable title to all of the goods/services free and clear of all liens, pledges, security interests and encumbrances.
g. Comply with all laws; and  

h. Give any notices required prior to the transfer of the goods/services to the Authority.

5.1 The foregoing representations and warranties of Contractor are made with the knowledge and expectation that Contractor is placing complete reliance on such representations and warranties in entering into this Agreement and shall survive the delivery and acceptance of the goods/services to and by the Authority.

6. Warranty
6.0 For a period of ______ year following acceptance of the delivered, installed and/or functional goods, services and if, other work and work products ("goods") Contractor warrants that all goods, shall be free from defects of material and workmanship, and will be mechanically able to perform without errors or delay, the functions and calculations as represented by the Specifications and Documentation, including any special purposes specifically stated. For the warranty period, Contractor’s obligation for any breach of this warranty shall be (i) to replace or correct, at Contractor’s own expense, any defects in the goods and (ii) in the event the goods do not operate in all material respects as specified in the Documentation and/or Proposal, the Authority shall be entitled to terminate the Contract for default in accordance with the terms and conditions of this Contract and shall be entitled to seek a refund of any fees paid to Contractor.

7. Title Warranty
7.0 Contractor warrants that it has good title to and/or the right to sell the goods, and represents that all goods delivered to the Authority are free and clear of all liens, claims or encumbrances of any kind. Contractor shall defend, indemnify and hold the Authority harmless from and against all claims, liability, loss, damage or expense including legal fees, arising from any actual or claimed infringement of any trademark, patent, copyright, or other intellectual property right with respect to the goods, or their use by the Authority. In the event use of the goods are restricted or interfered with as a result of such infringement, Contractor shall, at its cost, procure non-infringing goods, for the Authority which are equal substitutes for the goods in all material respects; or obtain for the Authority the right to use the goods without infringement; or refund to the Authority all monies paid by the Authority.

8. TAXES
8.0 The Authority shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to the Authority.

9. COPYRIGHT, TRADEMARK, SERVICE MARK, OR PATENT INFRINGEMENT

A. Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against the Authority to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. The Contractor shall have sole discretion in selecting counsel. Contractor shall further indemnify and hold harmless the Authority against any award of damages and costs made against the Authority by a final judgment of a court of last resort in any such suit. The Authority shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. The Authority reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon the Authority unless approved by the Authority Board.

B. If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor’s obligation to satisfy the final award, Contractor may at its option and expense:

1. Procure for the Authority the right to continue using the products or services.
2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the Authority, so that they become non-infringing.
3. Remove the products or discontinue the services and cancel any future charges pertaining thereto.

4. Provided, however, that Contractor will not exercise option b.iii. until Contractor and Authority have determined that options b.i. and b.ii. are impractical.

C. Contractor shall have no liability to Authority, however, if any such infringement or claim thereof is based upon or arises out of:
1. The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor.
2. The use of the products or services in a manner for which the products or services were neither designated nor contemplated.
3. The claimed infringement in which Authority has any direct or indirect interest by license or otherwise, separate from that granted herein.

10. ASSUMPTION OF RISK

10.0 Contractor expressly and voluntarily assumes all risk to person (including but not limited to death, personal injury and disease) and risk of loss or damage to property to which Contractor, its employees, and/or either of their property is or may be exposed while being in or on Authority’s Premises, except that Contractor makes no assumption of risk to person or property actually and proximately caused by the sole negligence of Authority in areas of Premises designated for Contractor access.

11. TERMINATION—BREACH OR CAUSE

11.0 If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Authority may terminated this contract for default. Termination shall be effected by serving a thirty (30) day written notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor shall promptly submit its termination claim to Authority for payment. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

A. If it is later determined by the Authority that the Contractor had an excusable reason for not performing, such as a man-made disaster, fire, or flood, which are not the fault of or are beyond the control of the Contractor, the Authority, may set up a new delivery of performance schedule, and may allow the Contractor to continue work, or treat the termination as a termination for convenience.

B. In the event of breach or default by the Contractor, Authority shall be entitled to all of its damages and reasonable expenses, and its cost to include, but not limited to its reasonable attorneys’ fees incurred because of such default.

11.1 Opportunity to Cure

The Authority in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriated conditions. If Contractor fails to remedy to Authority’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from Authority setting forth the nature of said breach or default, Authority shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Authority from
also pursuing all available remedies against Contractor and its sureties for said breach or default.

11.2 Waiver of Remedies for any Breach

In the event that Authority elects to waive remedies for any breach by Contract or any covenant, term or condition of this Contract, such waiver by Authority shall not limit Authority's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

12. **TERMINATION - FUNDING**

12.0 Should funding for this contract be discontinued, reduced, or delayed, in whole or in part, Authority shall have the right to terminate the contract immediately upon written notice to Contractor. However, Contractor is entitled to payment for work performed to the date of notice of termination.

13. **TERMINATION - NOTICE**

13.0 Authority may terminate this contract at any time upon thirty (30) days written notice to Contractor. Contractor gets fourteen (14) days to commence cure before termination. The Authority by written notice may terminate this contract, in whole or in part, when it is in the Government's interest. If the Authority terminates the contract, the Authority shall be liable only for payment under the payment provision of this contract for services rendered before the effective date of termination.

14. **MAINTENANCE OF RECORDS**

14.0 Contractor shall maintain documentation for all charges against Authority. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of seven (7) years following the date of final payment by Authority and will be subject to audit, at any reasonable time and upon reasonable notice by Authority or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

14.1 Said records shall be made available for inspection by authorized representatives of Authority, the U.S. Department of Transportation, the Comptroller General of the United States of the U.S. General Accounting Office, and the Georgia State Attorney General’s Office during regular working hours at the Contractor's place of business. Records pertaining to appeals under disputes, to litigation or to the settlement of claims arising under or relating to the performance of the Contract shall be made available for seven (7) years after contract implementation or until disposition of the appeals, litigation, or claims, whichever is later.

14.2 The Contractor shall include, or have included, the requirements of this article in all subcontracts of any tier.

15. **MODIFICATION OF CONTRACT**

15.0 This contract may be modified only by written amendment executed by all parties and their signatories hereto.

16. **PARTNERSHIP/JOINT VENTURE**

16.0 Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. It is expressly agreed and understood between the parties that the Contractor is an independent Contractor to Authority and as such shall be viewed in law and equity as an independent contractor. No vicarious liability shall be imposed upon the Authority Regional Council, it's employees, officers, Board members and member governments. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

17. **WAIVER**
17.0 No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

18. **EMPLOYMENT**

18.0 The Contractor and its subcontractors are prohibited from discriminating against any individual due to race, creed, color, national origin, age or sex and from violating any applicable laws concerning the employment of individuals with disabilities. It is the policy of the Authority not to discriminate on the basis of age, race, sex, color, national origin or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy and will include this policy in all subcontracts.

19. **INSURANCE**

19.0 The Contractor shall have and maintain insurance in accordance with the requirements attached hereto (Exhibit D) and incorporated herein by reference. The required certificates of insurance must be provided by the Contractor and approved by Authority before the Notice to Proceed can be issued and before the Contractor can commence performance for any future projects.

19.1 **Surety Bonds**

The Contractor shall furnish separate performance and payment bonds to the Authority with this Contract, as applicable to Project(s), as Exhibit E. Each bond shall set forth a penal sum in an amount not less than the Project Price. Each Bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Project Price is adjusted by Extra Work executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed adjusted by like amount. The performance and payment bonds furnished by the Contractor shall be in a form suitable to the Authority and shall be executed by a surety, or sureties, licensed to do business in Georgia and reasonably acceptable to the Authority. Bonds shall be accompanied by a power of attorney indicating that the person executing the bond is doing so on behalf of the surety. The power of attorney shall have been conferred upon the attorney-in-fact prior to the date of the bond. The power of attorney shall show the date of appointment of the attorney-in-fact and that the appointment and powers have not been revoked and remain in effect.

20. **CONTINGENT FEES**

20.0 Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure an Authority contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

21. **GRATUITIES AND KICKBACKS**

21.0 It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee of Authority, or for any employee or former employee of Authority to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards.
which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor.

22. **INDEMNIFICATION**

   a. Contractor agrees to defend, indemnify and hold Authority harmless from and against, any and all claims, causes of action, damages, expenses, taxes, assessments, interest, penalties, judgments, and costs, including reasonable attorney fees, incurred directly or indirectly by Authority arising out of or in any way connected with:

      (i) Breach of any of the representations, warranties, covenants and agreements of Contractor set forth in this Agreement, the instruments attached hereto, or any instrument or agreement delivered in connection with this Agreement;

      (ii) Any claim or liability asserted by a third party or any governmental agency against Authority which arises out of or is in any way connected with the ownership or use of: the Goods/services by Contractor, the Premises and Seller's Business; and

      (iii) The business responsibilities, expenses, costs and liabilities of Contractor, including, but not limited to, all of Contractor's accounts payable.

   b. Contractor acknowledges that it is prohibited under the Laws of Georgia for a governmental entity to indemnify Contractor for any loss arising out of the provisions of this Contract. Accordingly, Authority does not make any indemnification to Contractor whatsoever under this Contract.

23. **REMEDIES**

23.0 Subject to the other provisions of this Contract, in the event of a breach of any provision of this Contract, the non-breaching party shall be entitled to reasonable attorney fees, costs and expenses incurred for the enforcement of said provisions, in addition to damages for the breach thereof. The remedies set forth in the Contract shall be cumulative, and no one shall be construed as exclusive of any other or of any remedy provided by law, and the failure or delay of any party to exercise any remedy at any time shall not operate as a waiver of the right of such party to exercise any remedy for the same or subsequent default at any time thereafter.

23.1 Dispute Resolution

   The parties agree to make a reasonable effort to informally resolve, among themselves and with the assistance of the Owner's Representative, disputes that may arise during the performance of this Contract in a timely, professional and non-adversarial manner. In an effort to limit any disputes, the parties agree to periodically meet and evaluate the progress of performance under this Contract. Any agreements reached by the parties utilizing these informal dispute resolution procedures are not binding unless the agreement is contained in an amendment to the Contract that is executed in accordance with the Solicitation. The Authority and the Contractor may exercise such rights or remedies as either may otherwise have with respect to any dispute. Nothing in this provision shall create any right of either party to alternative dispute resolution, arbitration, mediation, or partnering.

24. **NOTICES**

24.0 All notices, requests, demands or other communications hereunder shall be in writing and be delivered to the parties as stated below.

   Notices to Authority:

   Notices to ____________:
25. **MISCELLANEOUS**

25.0 This Contract shall be governed by, enforced and interpreted in accordance with the laws of the State of Georgia.

25.1 This Contract may not be amended orally, and no modification, termination or attempted waiver shall be valid unless in a writing signed by the parties hereto, except as specifically provided otherwise herein. If any provision of this Contract is properly determined to be illegal, invalid or unenforceable, the other provisions of this Contract shall remain in full force and effect, and such illegal, invalid or unenforceable provision shall be automatically modified in such a manner so as to make it valid, legal and enforceable but keeping it as close to its original meaning as possible.

25.2 Except as provided herein below, this Contract, the instruments attached hereto, and/or the rights and obligations set forth herein or in such instruments attached hereto, are not assignable without the prior written consent of the parties hereto, which consent may be granted or withheld by a party in its sole discretion. This Contract shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and permitted assigns.

25.3 This Contract and the instruments attached hereto set forth the entire agreement between the parties with respect to the subject matters thereof, as they existed at the date of this Contract, and it is agreed and distinctly understood that all previous communications and negotiations between the parties, whether verbal or written, not contained herein or in the instruments attached hereto are hereby withdrawn and are annulled.

26. **ATTORNEY FEES**

26.0 Contractor agrees that, in the event either party takes legal action to enforce any provision of the Contract, or to obtain a remedy for any breach of this Contract, and in the event Authority prevails in such action, Contractor shall pay all expenses of such action incurred at any and all stages of the litigation, including costs and reasonable attorney fees for Authority.

27. **ASSIGNMENT—CONSENT REQUIRED**

27.0 Any public agency (i.e., city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of this proposal at the same prices, terms, and conditions. Authority reserves the right to assign any portion of the Goods/Services awarded under this Contract including option quantities. This assignment, should it occur, shall be agreed to by Authority’s Executive Director and the Contractor. Once assigned, each agency will enter into its own contract and be solely responsible to the Contractor for obligations to the goods/services assigned. Authority’s right of assignment will remain in force during the term or until completion of the contract to include options, whichever occurs first. Authority shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the Contractor.

28. **ENTIRE CONTRACT**

28.0 This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

29. **FORCE MAJEURE**

29.0 No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

30. **GOVERNING LAW**
30.0 The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Georgia. Georgia law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

31. **VENUE**

31.0 Any action between the parties arising from this Contract shall be maintained in the chancery courts of Chatham County, Georgia.

32. **SEVERABILITY**

32.0 Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract, if the purposes of the Contract can reasonably be fulfilled.

33. **EFFECTIVE DATE**

33.0 This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of Authority. When it has been so signed and filed, this contract shall be effective as of the date first written above.

34. **COUNTERPARTS**

34.0 This Contract may be executed in one or more identical counterparts, each of which shall be deemed to be an original for all purposes, and all of which taken together shall constitute a single instrument.

35. **AUTHORITY PROPERTY**

35.0 Any Authority property, including but not limited to books, records and equipment that is in Contractor’s possession shall be maintenance by Contractor in good condition and repair, and shall be returned to the Authority by Contractor upon termination of the contract. All goods, documents, records and other work product and property produced during the performance and as a consequence of this contract are deemed to be Authority property.

36. **CONTRACTING OFFICER**

36.0 Authority’s Contracting Officer is the individual with the delegated authority to administer this Contract on behalf of Authority. The Contracting Officer is solely responsible, under direction from the Authority’s Representative, for authorizing services by issuing written orders, and for making any changes to the scope of services, schedule or other contractual terms and conditions by written Contract Modification. No oral representations of any nature form the basis of or may amend the Contract.

36.1 The Contracting Officer may delegate certain specific responsibilities to its authorized representative – Authority's Representative.

36.2 This Contract will be administered by:

Authority___________________________
____________________________
____________________________

Contractor__________________________
____________________________
____________________________
36.3 Written communications shall make reference to the Contract number and shall be mailed to the above address.

37. **PUBLICATION AND MEDIA RESTRICTIONS**

37.0 The Contractor shall not publish or reproduce subject data in whole or in part, or in any manner or form, without the advance written consent of Authority, unless the Authority has released or approved the release of that data to the public.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date and year first above written.

<table>
<thead>
<tr>
<th>AUTHORITY</th>
<th>CONTRACTOR</th>
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<tbody>
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<td></td>
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<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

By: ______________________

Title: ______________________

Sworn to and subscribed to before me, a Notary Public, this ______________________ day of ______________________, 2012, by ______________________, the ______________________ of Contractor and duly authorized to execute this instrument on Contractor’s behalf.

__________________________
Notary Public

My Commission Expires __________
EXHIBIT D

INSURANCE REQUIREMENTS
AND CERTIFICATE OF INSURANCE

For Contractors doing business with Authority these Insurance Requirements supersede and replace all Insurance Requirements contained elsewhere in these documents.

1. GENERAL CONSIDERATIONS
It is a requirement of Authority that Contractors must agree to the indemnity obligations set forth in the Contract Documents. The Authority reserves the right to participate in the defense of any claim or action that is brought against Authority.

To insure compliance with this policy, Authority requires each Contractor to carry adequate insurance coverage with a company of companies acceptable to said Authority. The Authority fully understands that no insurance policy of any company licensed to do business in the State of Georgia is all encompassing in coverage or limit of liability.

2. INSURANCE REQUIREMENTS
During the performance and up to the date of final payment, the Contractor must effect and maintain insurance hereafter checked as required. The first (primary) one million dollars licensed to do business in Georgia. The excess over one million dollars ($1,000,000) may be with either a licensed or non-admitted company provided the non-admitted company is: (1) listed as approved to do business in Georgia by the Georgia Department of Insurance, (2) has a Best financial rating of A minus or better, with a policyholder surplus of Roman Numeral X or better, and (3) otherwise acceptable to Authority.

All Comprehensive General Liability policies, and Comprehensive Automobile Liability polices shall be endorsed to include Authority as an Additional Insured and this shall be noted on the Certificates of Insurance.

All policies must be of the standard form of coverage as filed with and approved by the Commissioner of Insurance for the State of Georgia of otherwise authorized. The Contractor shall not commence work under the Contract until it has obtained all insurance coverage’s required hereafter and such insurance has been approved by Authority.

Check if Required:

GENERAL LIABILITY

( x ) a. Comprehensive (Commercial) General Liability:
The Contractor shall have and maintain during the life of the Contract such Bodily Injury Liability Insurance and Property Damage Liability Insurance as shall protect Contractor from claims for Bodily Injury and Property Damage arising from the Contractor’s operations under the Contract, whether such operations are conducted by Contractor or by any subcontractor of said Contractor. The Bodily Injury Liability Insurance shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at anytime resulting there from, sustained by a person other than an employee of the Contractor and caused by an occurrence. The Property Damage Liability Insurance shall pay on behalf of the of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damages because of injury to, or destruction of property, including the loss of use thereof, caused by any occurrence.

( ) This policy shall cover liability for damage to property caused by blasting or explosion or collapse, or structural injury to any building or structure, or damage to any property below the surface of
the ground (Explosion, Collapse and Underground Damage) as applicable.

b. Premises and Operations Liability:
The Contractor shall have and maintain during the life of the Contract such Premises and Operations Liability Insurance as shall protect Contractor and Authority from liability resulting from the operations under the Contract by the Contractor.

c. Products and Completed Operations Liability:
The Contractor shall provide such Products and Completed Operations Insurance as shall protect Contractor from liability arising out of the Contract and including those products involved in the work for which Contractor is responsible.

d. Broad Form Contractual Liability:
The Contractor shall have and maintain during the life of the Contract such Contractual Liability Insurance as shall protect Contractor from liability resulting from the execution of the Contract by the Contractor. If coverage is not provided on the blanket form basis, a copy of the policy or endorsement providing coverage for contractual liability assumed by the Contractor under its Contract with Authority must be attached to the Certificate of Insurance.

AUTOMOBILE LIABILITY

e. Comprehensive (Business) Automobile Liability (all owned, hired and non-owned):
The Contractor shall have and maintain during the life of the Contract such Comprehensive (Business) Automobile Liability (all owned, hired, and non-owned) Insurance as shall protect the Contractor for claims arising out of the ownership, operation, maintenance and use of land motor vehicles and trailers intended for use therewith.

WORKER’S COMPENSATION AND EMPLOYERS’ LIABILITY

f. The contractor shall have and maintain during the life of the Contract Worker’s Compensation Insurance conforming with the requirements of the laws of Georgia and (if the box is checked) the Jones Act ( ) and the Longshoremen’s and Harbor Workers’ Compensation Act ( ). In case of any employee or employees are not covered by such laws of Georgia, the Contractor shall provide Employers’ Liability coverage for the protection of such employee or employees.

PROPERTY DAMAGE INSURANCE

g. Builders’ Risk Insurance
The Contractor shall have and maintain during the life of the Contract such Property Insurance upon Contractor’s entire work at the site to the completed value thereof. This insurance shall protect Authority, as its interest may appear in the work, and shall insure against the perils of fire and extended coverage, and shall include “all risk” insurance for the physical loss or damage including without duplication of coverage, theft, vandalism and malicious mischief. All Risk Insurance may contain the normal exclusions such as, but not limited to, flood, earthquake, mysterious disappearance, inherent vice, war and nuclear. If Authority requires coverage for flood or earthquake, specific requirements concerning same are set out hereafter in these specifications. If the Property Insurance contains a co-insurance provision, the Contractor shall be responsible for the amount of insurance satisfying the co-insurance amount so as to make the co-insurance clause inoperable. If not covered otherwise, the Contractor shall have and maintain during the life of the Contract similar Property Insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in any payment.

h. Other Insurance:

3. ADDITIONAL INSURANCE REQUIREMENTS:
The Certificate of Certificates of Insurance shall contain the following provision, to-wit:

The coverage provided shall not be canceled, reduced in coverage, or allowed to lapse unless and until Authority receives at least thirty (30) days advance written notice of same. Said written notice must be delivered to the Director, Insurance and Safety Division, at his office shown as the address of the Certificate Holder below.

( ) If this box is checked, each of the said polices set out above may contain a deductible feature not in excess of $____________________ per occurrence. If a deductible feature is provided in a policy or policies, the Contractor shall be liable for said amount of any claim or loss.

4. The work “Contract” above means the AGREEMENT between Authority and Contractor for this project. The word “Contractor” means the successful Proposer who is the Contractor for this project. The limit “Ea. Occur.”, is the monetary limit applied to each person injured in a given occurrence. The limit “Ea. Occur.”, is the limit of the total liability for claims, subject to the limit for “Ea. Person,” from one common cause. The word “Aggregate” is the limit of the total liability for all damage of the specified coverage for each annual term of the insurance policy.

5. The Contractor is required to have a CERTIFICATE of INSURANCE properly executed by an insurance company or insurance companies authorized to do business in the State of Georgia.

6. MINIMUM LIMITS OF COVERAGE – Coverage shall be at least to the following minimum limits. If the Contractor has obtains primary and umbrella excess policies, there shall be no gap between them.

### GENERAL LIABILITY

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
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<tbody>
<tr>
<td>(a) Comprehensive General Liability</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000 Ea. Occur.</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000 Aggregate Per Project</td>
</tr>
<tr>
<td>(or) Combined Single Limit</td>
<td>$1,000,000 Per Occur. Per Project</td>
</tr>
<tr>
<td>(b) Premises and Operations Liability</td>
<td>same limits as in (a) above.</td>
</tr>
<tr>
<td>(c) Products and Completed Operations Liability</td>
<td>same limits as in (a) above.</td>
</tr>
<tr>
<td>(d) Contractual Liability</td>
<td>same limits as in (a) above.</td>
</tr>
</tbody>
</table>

### AUTOMOBILE LIABILITY

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>(e) Comprehensive Automobile Liability (all owned, hired and non-owned)</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000 Ea. Person</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000 Ea. Occur.</td>
</tr>
<tr>
<td>(or) Combined Single Limit</td>
<td>$1,000,000 Aggregate</td>
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### WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>(f) Worker’s Compensation</td>
<td>Statutory Amount</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$100,000 Ea. Occur.</td>
</tr>
</tbody>
</table>

### PROPERTY DAMAGE
(g) Builder’s Risk Insurance $(Value of Structure)
(h) Other Insurance
EXHIBIT E

PERFORMANCE AND PAYMENT BOND

BONDS AND CERTIFICATIONS

1.0 BONDS AND CERTIFICATES

A. This Section includes documents that are to be submitted relating to the Contracting Requirements.

1.1 BONDS

A. This Section includes bond forms required to be submitted by the Contractor.

1.11 BOND REQUIREMENTS

A. Requirements: Contractor shall provide to Authority the required bond information and documents prior to the start of Services. Corporations executing the bonds as sureties must be among those appearing on the Treasury Department’s list of approved sureties and must be acting within the limitations set forth therein. The penal sums of such bonds shall be as follows:

1. Performance Bond:
   a. The penal sum of the performance bond shall equal 100 percent of the Contract price.

2. Payment Bond:
   a. The penal sum of the payment bond shall equal 100 percent of the Contract price.

B. Failure to furnish: In the event the required bonds are not furnished as specified, the Contracting Officer or other delegated Authority Representative may issue the Notice To Proceed; however, no payment will be made to the Contractor until the required bonds are furnished.

1.2 PERFORMANCE BOND

Contractor’s Information Notice:

Contract No.: Contract Date:

Penal Sum of Bond:

Date Bond Executed:

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto, are firmly bound to Authority in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as set forth
opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full
amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into the contract
identified above:

NOW, THEREFORE, if the Principal shall perform and fulfill all the undertakings, covenants, terms, conditions
and agreements of said contract during the original term of said contract and any extensions thereof that may
be granted by Authority, with or without notice to the Surety(ies), and during the life of any guaranty required
under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and
agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of
which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void and of no
effect. Surety acknowledges Authority can advance the date of payments to Contractor, and by so doing the
Surety remains liable under the terms of the bond.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this performance bond and have
affixed their seals on the date set forth above.

Principal(s)

<table>
<thead>
<tr>
<th>1. Firm Name and Address:</th>
<th>Corporate Seal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td></td>
</tr>
<tr>
<td>Name and Title:</td>
<td>State of Inc.:</td>
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</tbody>
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<table>
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<tr>
<th>2. Firm Name and Address:</th>
<th>Corporate Seal:</th>
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<tbody>
<tr>
<td>Signature:</td>
<td></td>
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<tbody>
<tr>
<td>Signature:</td>
<td></td>
</tr>
<tr>
<td>Name and Title:</td>
<td>State of Inc.:</td>
</tr>
</tbody>
</table>

Corporate Surety(ies)

<table>
<thead>
<tr>
<th>Surety A</th>
<th>Surety Name &amp; Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td></td>
</tr>
<tr>
<td>Name &amp; Title:</td>
<td>State of Inc.:</td>
</tr>
<tr>
<td>Liability Limit $</td>
<td>(Seal)</td>
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<table>
<thead>
<tr>
<th>Surety B</th>
<th>Surety Name &amp; Address</th>
</tr>
</thead>
<tbody>
<tr>
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<table>
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<tr>
<th>Surety C</th>
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</thead>
<tbody>
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</table>

Attach additional pages as needed.
Performance Bond Instructions:

1. This form is authorized for use in connection with contracts for design and construction work or the furnishing of labor, materials, equipment, supplies and services.

2. The full legal name and business address of the Principal shall be inserted in the space designated “Principal” on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

3. Corporation executing the bond as sureties must be among those appearing on the Treasury Department’s therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed “Corporate Surety(ies)”.

4. Corporations executing the bond shall affix their corporate seals.

5. The name of each person signing this performance bond should be typed in the space provided.

6. The date this Bond is executed must be later than the contract execution date.

1.3 PAYMENT BOND

Contract No.   Contract Date:  
Penal Sum of Bond:   Date Bond Executed:

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto, are firmly bound to the Authority in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into the contract identified above:

NOW, THEREFORE, if the Principal shall promptly make payment to all claimants as hereinafter defined supplying services, labor material and/or equipment in the prosecution of the Work provided for in said contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void and of no effect, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the
date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due the claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

   a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where he maintains an office or conducts business, or his residence or such notice shall be served in any manner in which legal process may be served in the state or District of Columbia in which the aforesaid project is located, save that such service need not be made by a public officer.

   b. After the expiration of one (1) year following the date of final settlement of said CONTRACT, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

   c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this payment bond and have affixed their seals on the date set forth above.

Principal(s)

1. Firm Name and Address: 
   Signature: 
   Name and Title: 
   State of Inc.:  

2. Firm Name and Address: 
   Signature: 
   Name and Title: 
   State of Inc.:  

3. Firm Name and Address: 
   Signature: 
   Name and Title: 
   State of Inc.:  

Corporate Surety(ies)

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Instructions

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3. Corporation executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein.

4. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)".

5. Corporations executing the bond shall affix their corporate seals.

6. The name of each person signing this performance bond should be typed in the space provided.

7. The date this bond is executed must be later than the contract execution date.

1.4 PERFORMANCE AND PAYMENT BONDS (Additional Bond Security)

A. If any surety upon any performance bond furnished in connection with this Contract becomes unacceptable to the Contracting Officer, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the Contracting Officer, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the Authority and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

B. If any surety upon any payment bond furnished in connection with this Contract becomes unacceptable to the Contracting Officer, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the Contracting Officer, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the Authority and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.