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The Grady Memorial Hospital Corporation
d/b/a

GRADY HEALTH SYSTEM

Remarkable Service Exceptional Care

GRADY HEALTH SYSTEM

REQUEST FOR PROPOSAL
(RFP)

FOR
Water Distributor and Delivery Services

RFP# 26001TM

Request for Proposal Posted: ***June 8, 2026***
Proposal Due: July 17, 2026

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SECTION 1: GRADY HEALTH SYSTEM BACKGROUND

Grady Health System (GHS) is one of the largest safety net health systems in the nation. Grady consists of the 953-bed Grady Memorial Hospital, six neighborhood health centers, Crestview Health & Rehabilitation Center, and Children's Healthcare of Atlanta at Hughes Spalding, which is operated as a Children's affiliate.

With its nationally acclaimed emergency services, Grady is Atlanta's premier Level 1 trauma center – the metro area's only nationally verified Level 1 center. Grady EMS serves as the 911 ambulance provider for the city of Atlanta, South Fulton County communities, and numerous counties across Georgia. It also operates the state's first Mobile Stroke Unit, taking cutting-edge pre-hospital care directly to patients. Grady's American Burn Association/American College of Surgeons verified Burn Center is one of only two in the state. And the Marcus Stroke and Neuroscience Center is a Joint Commission designated Advanced Comprehensive Stroke Center.

Other key services/distinctions include Grady's Regional Perinatal Center with its Neonatal Intensive Care Unit, Georgia's first Cancer Center for Excellence, The Avon Comprehensive Breast Center, the Georgia Comprehensive Sickle Cell Center, and the Ponce de Leon Center - one of the top HIV/AIDS outpatient clinics in the country. Grady is one of an elite group of hospitals to earn the Baby-Friendly USA international recognition as a Baby-Friendly Designated birth facility. Grady has earned the prestigious Stage 7 on the HIMSS Analytics Electronic Medical Record Adoption Model - Georgia's first adult acute care hospital to earn the highest rating for improving patient care and safety through health information technology.

SECTION 2: OVERVIEW, QUALIFICATIONS & EXPERTISE

Grady Health System (GHS) is seeking proposals from qualified vendors to provide safe, reliable, and cost-effective drinking water distribution services for employees across multiple GHS facilities.

The selected vendor(s) will be responsible for the supply, installation, servicing, maintenance, and monitoring of drinking water solutions that support employee wellness, sustainability initiatives, and overall operational efficiency.

Vendor Registration

All vendors are required to complete a Vendor Registration Application through the GHS electronic vendor registration process once awarded a contract and all representatives must register prior to visiting any location or department of the health system. All fees due are the responsibility of the awarded Vendor and their associates. The registration allows GHS to manage the vendors supplying critical services to the health system, profile of the vendors and all representatives that visit the health system. The electronic Vendor Registration Application can be completed on the GHS website at www.gradyhealth.org/suppliers.

Qualifications & Expertise

GHS requires the successful Offeror to exhibit the highest standards of integrity and work ethics (e.g. confidentiality, diligence and professionalism) and possess specialized experience in providing the proposed service.

Within all responses to this RFP the Offeror must provide the following details:

1. Provide a brief history of the organization with emphasis on any corporate reorganization that has occurred in the last three (3) years, office locations, and information documenting the company's financial position (i.e. financial statements, annual reports).

2. Indicate name and the business address of the entity, or individual that will be the party to the proposed contract and the Offeror's business telephone number, fax number, and e-mail address.

3. Indicate the type of ownership (sole proprietorship, partnership, corporation, joint venture, or limited liability company—list state in which incorporated) and parent company, if any.

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4. Provide the name, address, and telephone number of the point of contact that will serve as the authorized negotiator(s) for the Offeror. The authorized negotiator shall have the authority to act on behalf of the Offeror and make binding commitments for the Offeror and any sub-consultants concerning this RFP.

5. Please disclose any ownership and/or relationships with Grady Health System and /or the Grady Memorial Hospital Corporation d/b/a Grady Health System.

6. Disclose whether the proposing entity, or any shareholder, member, partner, officer or employee thereof, is presently a party to any pending litigation, or has received notice of any threatened litigation or claim directly or indirectly bearing on Grady Health System or The Fulton-DeKalb Hospital Authority.

7. Disclose the name and title of any of Grady Health System's and/or The Fulton-DeKalb Hospital Authority board members, officers, administration, employees, contracted employees or independent contractors that are employed by or affiliated with the Offeror's organization. This includes but is not limited to the Offeror's board members, committee members and advisors to the Offeror's organization, holding company or any owned subsidiary. This disclosure will apply to anyone affiliated with Grady Health System per its description in Section 1 above.

8. Please provide three (3) references of similar size and scope of implementation.

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SECTION 3: PROPOSAL EVALUATION, SELECTION PROCESS, AND SCHEDULE

Questions Due: June 18, 2026

***GHS responses to questions will be emailed to all responders: June 26, 2026**

Response Due Date: July 17, 2026

***Presentations and Interviews: TBD**

***Award Recommendation: TBD**

Vendor to start TBD

** Date(s) are subject to change*

SECTION 4: SPECIFICATIONS / DESCRIPTION

§ 4-A Scope of Services:
Vendors should propose one or more of the following service models

- Bottle less / plumbed-in water dispensers
- Point-of-use (POU) filtration systems
- Under-sink filtration systems
- Hydration stations (filtered refill stations)
- Bottled water (5-gallon or similar) – optional or limited use
- Emergency backup drinking water options

§ 4-B Requirements / Specifications:

Equipment & Technology

Vendors must specify:

- Type(s) of equipment offered
- Hot / cold / ambient options
- Touchless dispensing capabilities
- Filtration technology (e.g., carbon, sediment, UV)
- Certifications (NSF/ANSI standards)

Installation & Maintenance

Vendors shall provide:

- Delivery and installation services
- Preventive maintenance schedule
- Filter replacement frequency
- Sanitization procedures
- Equipment replacement policy
- Service response time (SLA)

Water Quality & Safety
Proposals must address:

- Compliance with EPA drinking water standards
- Bacterial and contaminant filtration capabilities
- Procedures for boil-water advisories

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- Legionella risk mitigation (if applicable)
- Water testing frequency and reporting

Sustainability

Vendors should describe:
- Reduction of single-use plastics
- Recycling programs (if bottled water is used)
- Energy efficiency of equipment
- Sustainability reporting or usage tracking

Emergency & Business Continuity

Vendors must outline:
- Backup water availability during outages
- Disaster response capabilities
- Surge capacity
- Emergency delivery timelines

Pricing Structure

Vendors must submit transparent, itemized pricing, including:
- Equipment cost (purchase or lease)
- Installation fees
- Monthly service fees
- Filter replacement costs
- Delivery fees (if applicable)
- Emergency service rates
- Price escalation terms (caps preferred)

Note: Multi-year pricing with fixed or capped increases is preferred.

§ 4-C Term: Three (3) year term with two (2) one (1) written renewal.

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SECTION 5: EVALUATION CRITERIA AND PROCESS

The selection of the awardee to be engaged by GHS to accomplish the scope of work will be based on the following criteria that are utilized by the Technical Evaluation Team. The Technical Evaluation Team is comprised of members of the GHS staff.

§ 5-A Technical Proposal/Demonstrating an Understanding of the Services/Products Requested/Technical Modules
Proposals submitted must demonstrate the capability to comply with all requirements and specifications contained in this RFP. Failure to demonstrate the ability to meet specifications may result in non-consideration.

§ 5-B Previous Experience on Projects of a Similar Nature/References
GHS will review and evaluate the information submitted related to the scope of services and similar sized projects your firm has successfully completed in the past. Particular attention will be paid to the capability, quality, timeliness, cost controls and references.

§ 5-C Management Plan/Implementation/On Going Support
GHS will review and evaluate an overview of the proposed project management team and plan. In this overview, please identify the consultants and other key staff who would be assigned to the project and involved in providing goods/services as specified in the RFP. Provide biographical data on these individuals, the roles that each will play, and indicate which senior level staff member(s) will represent your firm at meetings with GHS. It is also requested that you provide biographies of other key members in your firm whom you regard as key to the firm's governance or to a relationship with GHS.

§ 5-D Cost Proposal
GHS will review and evaluate the overall costs in the Proposal to determine if they are: (1) Realistic for the work to be performed; and (2) Consistent with various elements of the Offeror's scope of services/technical Proposal.

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SECTION 6: REPRESENTATIONS AND INSTRUCTIONS

§ 6-A-1 Response Guidelines

The information required by this RFP is comprehensive and necessary for accurate Offeror selection. Please be concise with answers. Each applicable question must be answered. For questions deemed not applicable, please state "not applicable".

Proposals must be completed and returned in the same format. Your RFP response, in its entirety, will be included in the subsequent contract negotiated between GHS and the selected Offeror. All documents shall be submitted via email to gradyrfp@gmh.edu with **RFP#26001TM Water Distributor and Delivery Services in the subject line of the email. Name of the company submitting the Proposal will be in the body of the email.** All responses to the RFP will receive a confirmation email with the date and time the RFP submission was received. All forms in Appendices A, B and C must be signed by an officer of the firm having the authority to make such offers, verifying that the Proposal is valid and will remain valid.

Any cost incurred in the preparation and presentation of this response is to be absorbed by the Offeror. All documents submitted will become the property of GHS unless otherwise requested in writing by Offeror at the time of submission. Further, any materials submitted by Offeror that should be considered "**CONFIDENTIAL"** must be clearly marked as such. Submission of any materials, confidential or otherwise, will implicitly grant the right of use by the Corporation. All portions of the Proposal that are not designated as confidential will become part of the public record immediately following an award. Documents designated as confidential will be treated as such to the extent permitted by law, including but not limited to the Georgia Open Records Act.

§ 6-A-2 Submission Guidelines

Offerors are forbidden to contact, directly or indirectly, anyone other than ***TeNesha McGraw,*** **Senior Contract Specialist.** ***TeNesha McGraw*** is the sole point of contact for this RFP during the RFP process. Contact with any person other than ***TeNesha McGraw*** is grounds for disqualification from this process. Offerors are also strictly forbidden to attempt to influence, through internal or external third-party sources the outcome of this RFP. Your submission to this RFP serves as your confirmation that you, your firm and anyone acting as an agent, representative or influencer on behalf of your firm has not engaged in any action that may be construed as an attempt to influence the outcome of this RFP.

Incumbent Transition Acknowledgment
By submitting a response to this RFP, the incumbent supplier acknowledges and agrees that, in the event they are not selected for award, they will fully support and participate in a seamless transition of services. This includes extending the current agreement for the duration necessary to complete the transition, with no changes to existing pricing, terms, or service levels. The incumbent further agrees to cooperate in good faith to ensure continuity of operations and an efficient handoff to the awarded supplier.

Submission of a proposal by an Incumbent Vendor and any resulting contract extension shall not obligate GHS to award a contract to the Incumbent Vendor, nor shall it be construed as a commitment by GHS to continue services beyond the extension period.

In the event the Incumbent Vendor is not selected for award, the Incumbent Vendor agrees to provide reasonable transition assistance, as requested by GHS, to facilitate a smooth and orderly transition of services to the newly awarded vendor. Transition assistance may include, but is not limited to, cooperation with GHS and the incoming vendor, knowledge transfer, documentation support, coordination activities, and other assistance necessary to minimize disruption to GHS operations. Unless otherwise approved in writing by GHS, all transition assistance shall be provided **at no additional cost** to GHS.

Failure to comply with any of the above stated guidelines may result in immediate disqualification. If you have any questions regarding this RFP, email your questions/concerns to **TeNesha McGraw, Senior Contract Specialist at gradyrfp@gmh.edu.**

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§6-A-3 RFP Terms and Conditions: See Attachment B (GHS Terms and Conditions)

Compliance with GHS terms and conditions are required for any Offeror selected to provide goods, equipment, or services by the awarding of any RFP.

§ 6-A-4 RFP Completion Instructions:

Acceptance of Offerors Proposals: GHS reserves the right to accept or reject any Proposal, change these specifications or waive any formalities. Should it be necessary to modify an application to fulfill the needs of GHS, GHS will retain exclusive rights of ownership and use of all design documents, programs, and documentation developed. The Proposals, as submitted, will be the basis for contract negotiations and will be included in any contract between GHS and the selected Offeror. Representations made within the Proposals will be binding on responding Offeror. Offerors responses should be written in a concise and forthright manner. Offerors may be excluded from further consideration for failure to fully comply with the specifications of this RFP, including the failure to return ALL required documents, as well as, not using the forms and files as included. GHS will not be responsible for any costs associated with Proposals as submitted.

Offeror Selection: GHS reserves the right to make an award based solely on the Proposals as submitted, or any other basis, or to negotiate further with one or more Offerors. The Offeror(s) selected will be chosen on the basis of greatest benefit to GHS, as determined by GHS, and not necessarily on the basis of the lowest price. Award of a contract, if any, resulting from this RFP, will be subject to the terms and conditions of GHS purchasing policies. Upon completion of the initial review and evaluation of the Proposals, selected Offerors may be invited to participate in oral presentations.

Full Right of Selection and Rejection: The right to reject in its entirety or to select an Offeror providing other than the lowest cost product is reserved. GHS reserves the right to select and award, at its option, the runner-up's Proposal in the event the selected offer for award or Offeror receiving the award, upon further review and solely in the opinion of GHS, fails to meet all qualifications or specifications or proves to be a selection not in the best interest of GHS.

Proposal Open Record: If a request to inspect the Proposal, or any portion thereof, is made by a third party, GHS will endeavor to treat all materials requested to be kept confidential and non-disclosed to the extent provided by the Georgia Open Records Act. The Offeror understands that GHS may be subject to the provisions of such Act together with the Uniform Trade Secrets Act. GHS will endeavor to inform the Offeror of any third party request for disclosure of such information pursuant to the Georgia Open Records Act or as may be otherwise made to GHS.

If the Offeror requests that such information be held confidential and not disclosed by GHS, the Offeror will assume the defense of such position, up to and including litigation, and will indemnify, save and hold harmless GHS, its officers and employees, from any expense, fees, costs or liability associated with such third party request or such litigation. If the Offeror does consider the Proposal or any portion thereof to contain confidential information, it shall submit a letter on the Offeror's letterhead signed by the owner or Chief Executive Officer, requesting that GHS treat the Proposal confidential and private information to the extent possible under Georgia law. Otherwise, the Offeror agrees that its' submission may be deemed as public information.

Regulatory and Ethical Compliance: No Proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that, within the past five years, has been found in non-compliance with Georgia statutes or the standards and rules set by the Ethics Commission of the State of Georgia. (http://www.ethics.state.ga.us).

Prior to any contract award, GHS will verify that the prospective Offeror's company, officers and/or principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any Federal department or agency. This will be verified through the Office of Inspector General (OIG). If the Offeror and/or its principles appear on the OIG list, GHS reserves the right to reject the Offeror's Proposal and refuse award of a contract.

Notice of Award: The notice of award is issued by the Senior Contract Specialist in the Supply Chain Department. Unsuccessful Offerors shall be notified in writing, after award has been made.

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SECTION 7: SMALL, EMERGING, AND COMMUNITY-BASED BUSINESSES

It is an overall objective of Grady Memorial Hospital Corporation d/b/a Grady Health System ("GHS") to encourage involvement by Small, Emerging, and Community-based businesses as contractors and suppliers in business activities generated by GHS, while assuring that such activities will be conducted in accordance with all applicable laws. It is the declared policy and intent of GHS to maximize participation by Small, Emerging, and Community-based businesses in all business contracting opportunities. GHS is committed to ensuring that Small, Emerging, and Community-based businesses have every opportunity to participate in contracting.

In adherence to GHS's commitment to Small, Emerging, and Community-based businesses & Equity, contracted GHS suppliers must clearly, as defined by GHS, demonstrate good faith efforts to achieve the Small, Emerging, and Community-based businesses goal set forth by reporting to GHS Direct Tier II goods and/or services purchased from Small, Emerging, and Community-based businesses certified by one (1) or more of the third-party certification agencies recognized by GHS. Such spending with Small, Emerging, and Community-based businesses will be monitored. In connection with such monitoring, Contractor will be required to report Small, Emerging, and Community-based businesses' Spend to GHS quarterly in a manner subject to GHS's sole discretion. Failure to meet the GHS Small, Emerging, and Community-based businesses objectives or to report in the manner prescribed by GHS shall be a material breach of any controlling contract between GHS and Contractor or vendor.

GHS prohibits discrimination based on race, color, gender, sex, religion, sexual orientation, national origin, or disability in connection with employment of any person, or the award of any contract. GHS will provide equal opportunities without regard to race, color, gender, sex, religion, sexual orientation, national origin, or disability, by requiring that any vendor doing business with GHS provide equal opportunity to persons and businesses employed by or contracting with the supplier of products and services to GHS. GHS expects that the policies, programs, and practices of its vendors/Contractors are implemented equitably and that Certified Small, Emerging, and Community-based businesses are afforded an equitable opportunity to share in contract/subcontract opportunities.

Small, Emerging, and Community-based businesses. The goal for this contract is 30% of the total contract value.

Past Performance: Offeror shall (1) summarize in writing its past performance for client healthcare institutions in actively fostering the participation of Small, Emerging, and Community-based businesses utilized by the institution, (2) provide three (3) or more client references for this purpose for whom it has provided applicable service to within the past two (2) years, with the name, phone number and e-mail address of a specific knowledgeable contact person for each such client reference.

Present Commitment: The offeror shall submit in writing its present commitment and business plan to facilitate and promote the participation of Small, Emerging, and Community-based businesses by completion of the attached Small, Emerging, and Community-based businesses Subcontracting Plan (DSSP). Small, emerging, and Community-based businesses used as Tier II contractors and suppliers must be certified by one or more of the 3rd-Party Certification Agencies recognized by GHS.

Post-award performance: The specific, measurable performance criteria included in the Proposal for present commitment to Small, Emerging, and Community-based businesses shall, subject to negotiation and mutual consent, become part of the awarded contract as specific, measurable requirements of vendor performance for the duration of the contract. Such spending with Small, Emerging, and Community-based businesses will be monitored. In connection with such monitoring, Vendor will be required to report to GHS monthly, in a manner subject to GHS's sole discretion, all direct and/or indirect certified spend with Small, Emerging, and Community-based businesses.

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Definition: Small, Emerging, and Community-based businesses

(MBE) National Minority Supplier Development Council: A minority-owned business is a for-profit enterprise, regardless of size, physically located in the United States or its trust territories, which is 51% owned, operated and controlled by minority group members, defined from the following:

Asian-Indian - A U.S. citizen whose origins are from India, Pakistan or Bangladesh.

Asian-Pacific -A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

African American - A U.S. citizen having origins in any of the Black racial groups of Africa.

Hispanic - A U.S. citizen of Hispanic heritage, from any of the Spanish-speaking areas of the following regions: Mexico, Central America, South America or the Caribbean Basin only.

Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part.

(WBE) Women's Business Enterprise National Council: A Woman-Owned Business Enterprise is an independent business concern that is at least 51% owned and controlled by one or more women who are U.S. citizens or Legal Resident Aliens; whose business formation and principal place of business are in the US or its territories; and whose management and daily operation is controlled by one or more of the women owners.

(LGBT) National Gay and Lesbian Chamber of Commerce: A Lesbian, Gay, Bi-Sexual or Transgender Business Enterprise is a business that is at least 51% owned, operated, managed, and controlled by a LGBT person or persons who are either U.S. citizens or lawful permanent residents; who exercises independence from any non-LGBT business enterprise; has its principal place of business (headquarters) in the United States; and has been formed as a legal entity in the United States.

(DOBE) DisabilityIN: A disability-owned business enterprise (DOBE) is a for-profit business that is at least 51% owned, managed and controlled by a person with a disability regardless of whether or not that business owner employs person(s) with a disability.

Veteran Business Enterprise:

(VBE) *Veteran-Owned Business* - A small business that is at least 51% owned, operated and controlled by one or more veterans.

(DVBE or SDV) *Service-Disabled Veteran-Owned Business* - A small business that is at least 51% owned, operated and controlled by one or more veterans with a service-connected disability.

(DVE) *Disadvantaged Veteran Enterprise* – A business that is at least 51% owned by, and whose management and daily business operations are controlled by one or more veterans.

U.S. Small Business Administration: As defined by the Small Business Act, a small business concern is "one that is independently owned and operated and which is not dominant in its field of operation." *Small Business* -- Depending on the industry, 'small' is defined by either the number of employees or average annual receipts of a business concern. Website reference for size standards by NAICS code is www.sba.gov/services/contractingopportunities/sizestandardstopics/index.html.

(SDB) *Small Disadvantaged Business* **-** A small business that is at least 51 percent owned, operated and controlled by one or more individuals who are both socially and economically disadvantaged.

(SBE) Small Business Enterprise - Includes businesses physically located in the United States or its trust territories that are independently owned and operated, not dominant in its field of operation, with 500 or fewer employees (maximum allowable employees to qualify as a Small Business Enterprise may be greater than 500, depending on your industry.

HUB Zone Business - A small business operating in a "Historically Underutilized Business Zone." HUB zones are defined at http://map.sba.gov/hubzone/init.asp

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BUSINESS IDENTIFICATION AND NONDISCRIMINATION

(TO BE SUBMITTED WITH BID)

	Yes	No
Small Business as defined by the US. Small Business Administration (SDB, SBE, Hub Zone)		
Minority Business Enterprise (MBE) If yes, please indicate the percentage of minorities who own, control or operate your company:		
WOMAN-OWNED BUSINESS ENTERPRISE (WBE)		
LESBIAN, GAY, BISEXUAL, TRANSGENDER BUSINESS ENTERPRISE (LGBTE)		
DISABLED-OWNED BUSINESS ENTERPRISE (DOBE)		
DISABLED VETERAN BUSINESS ENTERPRISE OR VETERAN BUSINESS ENTERPRISE (DVBE, VBE, SDV)		
IS YOUR COMPANY CERTIFIED AS ONE OF THE BUSINESS DESIGNATIONS ABOVE? If yes, please give the certifying agency and include a copy of your current certification with your bid response. The 3rd party certifying agencies recognized and accepted by GHS are included.		
LOCAL SMALL BUSINESS If yes, please indicate in which county your company is located? Please include a copy of business license with address. ____DeKalb ____Fulton _____Business location in both counties ____Other		

African American	%	Asian American	%
Hispanic/Latino	%	Pacific Islander	%
Native American	%	Other	%

PART II - NONDISCRIMINATION POLICIES AND PROCEDURES

	Yes	No
Are you an individual and do not employ anyone? If yes, you do not need to complete the remainder of the questions.		
Does your company have an Equal Employment Opportunity/Affirmative Action statement posted on company bulletin boards?		
Do you notify all recruitment sources in writing of your company's Equal Employment Opportunity/Affirmative Action employment policy?		
Do your company advertisements contain a written statement that you are an Equal Employment Opportunity/Affirmative Action employer?		
Do you belong to any unions? If yes, have you notified each union in writing of your commitments to non-discrimination?		
Does your company have a collective bargaining agreement with workers? If yes, do the collective bargaining agreements contain non-discrimination clauses and/or your Equal Employment Opportunity policy covering all workers?		
Does your company, at least annually, maintain a written record of and review the Equal Employment Opportunity policy and Affirmation Action obligations with all employees including those having any responsibility for employment decisions?		
Do you conduct, at least annually, an inventory and evaluation of minority and female personnel for promotional opportunities and encourage these employees to seek, train and prepare for such opportunities?		
Do you conduct, at least annually, a review, of all supervisors' adherence to and performance under the vendors, and Contractor's Equal Employment Opportunity policies and Affirmative Action obligations?		
Is there a person in your company who is responsible for Equal Employment Opportunity? If yes, please give name, phone and email address.		

Please explain any no answers, use additional paper as necessary:

Authorized Representative Signature: _____ Date: _____

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SMALL, EMERGING, AND COMMUNITY-BASED BUSINESSES SUBCONTRACTING PLAN (PROGRAM MANAGEMENT

(TO BE SUBMITTED WITH BID)- SMALL, EMERGING, AND COMMUNITY-BASED BUSINESSES

The following are questions concerning the efforts your company will make to ensure that Small, Emerging, and Community-based businesses will have an equitable opportunity to compete for lower tier subcontracts associated with the Grady Health System agreement:

What product/service areas do you envision the inclusion of Small, Emerging, and Community-based businesses, and how is this determined?_____
_____

How are the capabilities of small, emerging, and Community-based businesses determined by your company?_____
_____
_____

How will you ensure the maximum possible inclusion of Small, Emerging, and Community-based business in all of your purchasing solicitations (i.e. Request for Proposals, Request for Information, and Request for Quotes, etc.)?_____
_____
_____

How will your company ensure that Small, Emerging, and Community-based businesses are made aware of upcoming subcontracting opportunities and how will you prepare them to respond appropriately?_____
_____
_____

How will you monitor your company's Small, Emerging, and Community-based businesses' subcontracting performance under this agreement and make any adjustments to achieve the subcontracting plan goals?_____
_____

Will your Small, Emerging, and Community-based businesses be subcontracting administrator:

Yes / No

_____Develop and maintain lists of Small, Emerging, and Community-based businesses from all possible sources

_____Oversee the establishment and maintenance of your company's contract and subcontract award records associated with this Grady Health System agreement?

_____Conduct or arrange the training of your company's purchasing personnel on the Grady Health System agreement goals and processes to achieve this goal?

_____Review purchasing solicitation documents to remove statements, clauses, etc. which may tend to prohibit Small, Emerging, and Community-based businesses.

_____Screen proposed purchasing solicitation documents for subcontracting opportunities and implement appropriate procurement policies and procedures to improve and increase opportunities to Small, Emerging, and Community-based businesses.

_____Introduce Small, Emerging, and Community-based businesses to company purchasing personnel based on commodity or service in which these vendors may have a mutual or potential concern

_____Maintain records demonstrating that procedures have been adopted and implemented to comply with the reporting requirements and Small, Emerging, and Community-based business goals within the Grady Health System

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_____Prepare and submit monthly, required Small, Emerging, and Community-based business reports to Grady Health System.

SMALL, EMERGING, AND COMMUNITY-BASED BUSINESSES SUBCONTRACTING PLAN (DSSP) PG.2

(DIRECT SMALL, EMERGING, AND COMMUNITY-BASED BUSINESSES REPORTING)

In adherence to GHS's commitment to Small, Emerging, and Community-based businesses, GHS suppliers must clearly, as defined herein, demonstrate a good faith effort for Tier II direct goods and/or services to be purchased from Small, Emerging, and Community-based businesses certified by one or more of the 3rd party certification agencies recognized by GHS. Such spending with Small, Emerging, and Community-based businesses will be monitored. In connection with such monitoring, Contracted GHS Suppliers will be required to report to GHS monthly, in a manner determined by GHS, all direct spending with Certified Small, Emerging, and Community-based businesses. The Small, Emerging, and Community-based businesses Goal for this Solicitation is 30% of the total contract value.

Company Name:_____ Agreement Term:_____
GHS Business Unit:_____ GHS Business Unit Contact Name:_____
Phone Number:_____ Vendor Contact e-mail:_____

Description of goods/services provided under this primary agreement (include name of project if applicable):
_____

Who will be responsible for coordinating your company's Small, Emerging, and Community-based businesses subcontracting activities during the period of this contract?

Name/Title:_____ Company:_____
Address:_____ Phone:_____
Fax:_____ E-Mail Address:_____

State the total dollar value planned to be subcontracted associated with this GHS agreement:
_____

Please list all of the GHS Accepted 3rd Party Small, Emerging, and Community-based businesses you have identified that will serve as Direct Tier 2 Subcontractors associated with this GHS project and the projected spend amounts with each company:

Vendor Name	Address	Contact	Phone	E-Mail	Certification Type	Business Classification (Product/Service)	Direct Projected Spend in Dollars	Direct Projected Spend by Percentage

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Submitted by:

_____ _____

Authorized Representative Signature Title

_____

Date

CERTIFICATION OF EFFORTS

(TO BE SUBMITTED WITH BID) – SMALL, EMERGING, AND COMMUNITY-BASED BUSINESSES

Vendor: _____

Solicitation Name: _____ **Solicitation Number:** _____

I certify that the following efforts were made to achieve participation by Certified Small, Emerging, and Community-based businesses.

a) Provided written notices to certified Small, Emerging, and Community-based businesses who can perform the work of the contract or to provide the service **__Yes __ No**
b) Direct mailing, electronic mailing, facsimile or telephone requests **__Yes __No**
c) Provided interested certified Small, Emerging, and Community-based businesses with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation **__Yes __No**
d) Allowed certified Small, Emerging, and Community-based businesses the opportunity to review specifications and all other solicitation related items at no charge, and allowed sufficient time for review prior to the bid deadline **__Yes __No**
e) Acted in good faith with interested certified Small, Emerging, and Community-based businesses, and did not reject certified Small, Emerging, and Community-based businesses as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities **__Yes __No**
f) Did not impose unrealistic conditions of performance on certified Small, Emerging, and Community based businesses seeking subcontracting opportunities **__Yes __No**
g) Additionally, I contacted the referenced certified Small, Emerging, and Community-based businesses and requested a bid. The responses I received were as follows:

Name and Address of certified Small, Emerging, and Community-based businesses	**Type of work and Contract Items, Supplies or Services to be Performed**	**Response**	**Reason for Not Accepting Bid**

(If additional space is required this form may be duplicated)

If applicable, please complete the following:

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I hereby certify that certified Small, Emerging, and Community-based businesses were "Unavailable" or "Unqualified" to submit bids to provide goods and services for this Solicitation response. I further certify that efforts have been made to establish "Joint Ventures", and said entities were also unavailable at this time.

Reasons for the "Unavailability" or being determined "Unqualified";

_____

_____

Submitted by:

_____ _____

Authorized Representative Signature Title

_____

Date

STATEMENT OF INTENT

TO BE COMPLETED BY ALL KNOWN JOINT VENTURE PARTNERS/ SUBCONTRACTORS/CONSULTANTS

(TO BE SUBMITTED WITH BID)- SMALL, EMERGING, AND COMMUNITY-BASED BUSINESSES

Vendor: _____

Solicitation Name: _____ **Solicitation Number:** _____

_____ agrees to enter into a contractual agreement with

Prime Supplier

_____, who will provide the following goods/services

Joint Venture Partner/Subcontractor/Consultant

in connection with the above referenced Solicitation as a certified Small, Emerging, and Community-based business:

_____

_____

_____

for an estimated amount of $_____ or _____% of the total contract value.

_____ _____

Prime Supplier Joint Venture Partner /Subcontractor/Consultant

Intend to work together in accordance with this Contract Compliance Section of the bid, contingent upon award and execution of a contract with Grady Health System with to the aforementioned Prime Supplier.

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I hereby certify that this statement is true and correct:

Prime Supplier Signature:

_____

Print Name:

_____

Title:

_____

Date:

_____

Joint Venture/Subcontractor/Consultant Signature:

_____

Print Name, Title and Date:

_____

Address:

_____

Phone :

_____

SMALL, EMERGING, AND COMMUNITY-BASED BUSINESSES CERTIFICATION:

I certify that the statements made by me in this Small, Emerging, and Community-based businesses Section are complete and true to the best of my knowledge and belief and are made in good faith. I understand that if I knowingly make any misstatement of fact, I am subject to disqualification and debarment from participation in future GHS contracting opportunities, held liable for breach of contract, and subject to the enforcement of any remedies available under the contract or under contract law. I agree that no changes shall be made to this section without the written consent of GHS.

Authorized Representative Signature

_____ _____

Title Date

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APPENDIX A: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

****REQUIRED INPUT WITH SUBMISSION****

CERTIFICATION

The undersigned certifies that he/she has read, understands, and agrees to be bound by the terms and conditions of the Request for Proposal **RFP#26001TM Water Distributor and Delivery Services** . The undersigned further certifies that he/she is legally authorized by the Offeror to make the statements and representations on this form, and that said statements and representations are true and accurate to the best of his/her knowledge and belief. The undersigned understands and agrees that if the Offeror makes any knowingly false statements, or if there is a failure of the successful Offeror (i.e., contractor) to implement any of the stated agreements, intentions, objectives, goals, and commitments set forth herein without the prior approval of GHS, then the Offeror's act or omission shall constitute a material breach of the contract. The right to terminate shall be in addition to and not in lieu of any other rights and remedies GHS may have for defaults under the contract. Additionally, the Offeror may be prohibited from obtaining future contracts awarded by GHS. GHS reserves the right to terminate any contract where a material breach has occurred.

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

_____

TELEPHONE: _____

FACSIMILE: _____

E-MAIL: _____

_____ _____

(SIGNATURE) **(DATE)**

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APPENDIX B: COST PROPOSAL

Offeror's Name: _____

Total contract value for ALL requirements, including *G&A: _____**

*G&A: All general and administrative costs, profits, travel, per diem, and ALL costs associated with this contract.

**This figure is the figure that will be used in the evaluation. _____

Where there is reference in the RFP to deliverables, submission requirements, or other response and contract performance discussions, said reference may not include all requirements in the RFP. It is incumbent upon the Offeror to read this entire RFP carefully and respond to and price all requirements and ensure "Total contract value for ALL Requirements" above includes all requirements.

_____
(Print Name of Authorized Company Officer)

_____
(Signature)

_____
(Date Signed)

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APPENDIX C: SOLICITATION/CONTRACT FORM

REQUEST FOR PROPOSAL NUMBER: RFP#26001TM

RFP DESCRIPTION: Water Distributor and Delivery Services

PROPOSAL RESPONSES MUST ARRIVE NO LATER THAN ***July 17, 2026, by 3:00 PM***

NOTE: Include the RFP number in the subject line of the email shown above.

This document contains **28** pages. Questions regarding RFP**#26001TM** should be directed to ***TeNesha McGraw*** **no later than *June 18, 2026, by 3:00 PM***

You are invited to submit your Proposal for the services listed within this RFP. Responses must arrive at:

DELIVERY ADDRESS	**MAILING ADDRESS**
Grady Health System Procurement Department 50 Hurt Plaza, Suite 1300 Atlanta, GA 30303	Grady Health System Procurement Department 50 Hurt Plaza, Suite 1300 Atlanta, GA 30303

***NOTE: FAXED RESPONSES WILL NOT BE ACCEPTED.ONLY EMAIL PROPOSALS ARE ACCEPTED**

Executive Director
Procurement & Strategic Sourcing: DocuSigned by: 26544EBCA72D4AF... **DATE:** 6/8/2026

PLEASE BE ADVISED: Offerors must **complete and return all pages** required with Proposal submission. Failure to return these completed pages with responses may result in non-consideration of Proposal submission.

Please acknowledge receipt of the following Addenda to the solicitation documents below by entering the number and the date of each:

Addendum No.: _____ **Date:** _____

Addendum No.: _____ **Date:** _____

NAME OF RESPONDING FIRM: _____

NAME OF COMPANY OFFICER: _____
(Company officer must have authority to legally bind the company)

TITLE: _____

DATE: _____

(MANDATORY) SIGNATURE OF COMPANY OFFICER ABOVE (Certifying agreement with specifications, terms and conditions unless otherwise noted).

_____

Signature
ATTACHMENT A: SPECIFICATIONS
(Excel Document)

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Water Requirements by Location		
Location	**Type of Water**	**Frequency**
Breast Center – 8th Floor	4 x 5-Gallon Containers	Once Per Month
Pharmacy 8570 – 8th Floor	3 x 5-Gallon Containers	Once Per Month
Retail Pharmacy G300 – Lobby Level	2 x 5-Gallon Containers	Once Per Month
OR Pharmacy – 5th Floor	2 x 5-Gallon Containers	Once Per Month
MRI – 7th Floor	10 x 5-Gallon Containers	Once Per Month
Physical Therapy – 7th Floor (Includes Hand Occupational Therapy & General Occupational Therapy)	24 x 5-Gallon Containers	Once Per Month
North Fulton Clinic	40 x 5-Gallon Containers (Stored at Clinic)	As Needed / Inventory Stock
Brookhaven Clinic	40 x 5-Gallon Containers (Stored at Clinic)	As Needed / Inventory Stock
Kirkwood Clinic	25 x 5-Gallon Containers (Stored at Clinic)	As Needed / Inventory Stock
Candler Clinic	20 x 5-Gallon Containers (Stored at Clinic)	As Needed / Inventory Stock
Flat Shoals Clinic	20 x 5-Gallon Containers (Stored at Clinic)	As Needed / Inventory Stock
Cascade Clinic	40 x 5-Gallon Containers (Stored at Clinic)	As Needed / Inventory Stock
Camp Creek Clinic	60 x 5-Gallon Containers (Stored at Clinic)	As Needed / Inventory Stock
Edgewood Clinic (ROHDR)	35 x 5-Gallon Containers (Stored at Clinic)	As Needed / Inventory Stock
Lee & White Clinic	15 x 5-Gallon Containers (Stored at Clinic)	As Needed / Inventory Stock
Fulton County Behavioral Health Clinic	40 x 5-Gallon Containers (Stored at Clinic)	As Needed / Inventory Stock
Med Surg Units	6–12 x 5-Gallon Containers	Per Week
Facilities Department	12 x 5-Gallon Containers	Per Week
Diabetes Clinic	20 x 5-Gallon Containers	Per Week
Dialysis Hemo	3 x 5-Gallon Containers	Per Week
Employee Wellness	10 x 5-Gallon Containers	Per Week
ECC – All Areas	30 Gallons (Equivalent to 6 x 5-Gallon Containers)	Per Week
Radiology	6 x 5-Gallon Containers	Per Week
Sickle Cell Clinic	10 x 5-Gallon Containers	Per Week
Biomed	8 x 5-Gallon Containers	Per Week

Estimated Annual Water Consumption Summary			
Location	**Estimated Quantity**	**Frequency**	**Estimated Annual Containers**
Monthly Locations (combined)	375 Containers	Monthly	4500
Med Surg Units	6-12 Containers	Weekly	312-624
Facilities Department	12 Containers	Weekly	624
Diabetes Clinic	20 Containers	Weekly	1040
Dialysis Hemo	3 Containers	Weekly	156
Employee Wellness	10 Containers	Weekly	520
ECC All Areas	6 Containers	Weekly	312
Radiology	6 Containers	Weekly	312
Sickle Cell Clinic	10 Containers	Weekly	520
Biomed	8 Containers	Weekly	416
TOTAL ESTIMATED ANNUAL USAGE			8,700 - 9,012+

Future Expansion and Additional Service Locations: *Grady Health System is currently undergoing expansion and growth initiatives. As a result, the locations identified in this RFP may not represent all facilities requiring water distribution and delivery services during the term of the contract. Grady reserves the right to add, remove, or modify service locations as operational needs evolve. The Contractor shall provide water distribution and delivery services to any newly established Grady facilities under the same terms, conditions, pricing structure, and service standards outlined in this RFP, unless otherwise mutually agreed upon in writing.*

New Location – Grady Freestanding Emergency Department (FSED): *Grady's new Freestanding Emergency Department (FSED) is expected to be added as a service location during the contract term. The specific water requirements, including product types, quantities, delivery frequency, and associated equipment needs, have not yet been finalized and will be determined at a later date. Upon determination of these requirements, Grady will provide written notice to the Contractor, and services shall be incorporated into the agreement through the established contract modification process, if required.*

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Terms and Conditions
Compliance with the following terms and conditions are required for any Vendor selected to provide goods, equipment, or services by the awarding of any solicitation.

§ 1: Product/Service Delivery Requirement
Selected Vendor(s) must be able to provide awarded goods, equipment, services, or construction within 30 days of award, or sooner if specifically stated. Vendor's inability to supply awarded goods, equipment, services, or construction by stated time, subjects Vendor to immediate contract cancellation at the option of GHS.

§ 2: Proposal and Pricing Lock-In
All proposals remain firm for minimum of one year. If GHS has entered into an Agreement with Vendor, all pricing is firm for the term of the Agreement.

§ 3: Correct Billing Format Requirement
When and if awarded, the quoted purchase order number for award of goods, equipment, services, or construction will be stated on all invoices and packing slips. Without such documentation, payment for products/services received cannot be initiated. Original invoice should be one original and one carbon copy. Mail all invoices to:

Attention: Invoice Processing
Grady Memorial Hospital Corporation
c/o Accounts Payable
50 Hurt Plaza, Suite 300
Atlanta, Georgia 30303
Email Submission: ap@gmh.edu

§ 4: Full Right of Rejection
The right to reject any and all proposal submissions, WITH OR WITHOUT CAUSE, is reserved, by GHS. GHS may make no award, selectively award or rescind, with or without cause, any contract resulting from this request. This determination will be made in the best interest of GHS.

§ 5: Substitution Policy
Substitution of awarded products is not permitted without prior written concurrence of the Purchasing Department. If substitution(s) are approved, the Vendor will absorb the difference in cost of any higher cost substitution(s). Substitution(s) at less cost will amount to cost savings to GHS.

§6: Limitation on Quantity of Proposal Submissions
Vendors are RESTRICTED AND PROHIBITED from submitting more than one proposal submission per Vendor or joint venture. Submission of more than one proposal package (i.e., response to a request for quotation) will result in all submissions from that Vendor being disqualified. Alternate cost proposals may be provided for varying product brand names meeting stated specifications IN ONE PROPOSAL SUBMISSION.

§ 7: Review of Vendor's Performance
GHS reserves the right to closely monitor and review Vendor's performance and/or product quality for all contracts/purchase orders resulting from this solicitation, and to take any and all action deemed appropriate by GHS as a result of that review, to include Vendor's notice for required correction or change, or contract cancellation and termination without right of future proposal submission for a minimum period of one year. At minimum, such reviews will be conducted yearly.

§ 8: Non Discrimination Provisions
GHS prohibits discrimination on the basis of race, color, gender, religion, national origin, or disability in connection with employment of any person, or the award of any contract.

GHS will provide equal opportunities without regard to race, color, gender, religion, national origin, or disability, by requiring that any firm doing business with GHS provide equal opportunity to persons and businesses employed by, or contracting with the supplier of products and services to GHS.

§ 9: Equal Employment Opportunity (EEO) Clause

1) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2) The Vendor will, in all solicitations or advancements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3) The Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the contracting officer, advising the labor union or workers' representative of the Vendor's commitments under Section 2020 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places

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available to employees and applicants for employment.

4) The Vendor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The Vendor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The Vendor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

§ 10: Term
The Term of this Agreement shall be mutually agreed upon by both parties after the award is made.

§ 11: Payments to Vendor
All invoices upon receipt to GHS and approvals are net sixty (60) days. Vendor shall not charge interest on past due payments. Vendor shall seek to reconcile and collect any outstanding or past due invoices in a timely manner. Such reconciliation and collection activities are limited to one (1) year from the date of service or invoice, whichever is earlier.

§ 12: Payments to Vendor-Availability of Funds
It is understood that GHS shall be bound hereunder only to the extent that funds are available, or may hereafter become available, for the purposes of this contract.

§ 13: Termination
GHS may, terminate Agreement at its convenience, with a thirty (30) days written notice. If GHS terminates for convenience, GHS will reimburse the Vendor for those costs incurred by the Vendor in good faith in connection with the services specified herein. The Vendor will have thirty (30) days from the effective date of termination to submit settlement costs pursuant to this clause.

§ 14: Termination for Default for Nonperformance or Delay - Damages for Delay - Time Extensions

§ 14-1: Default

If the Vendor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will assure its completion within the time specified in this contract, or any extension thereof, fails to complete said work within such time, or commits any other substantial breach of this contract, and further fails within fourteen (14) days after receipt of written notification from the Chief Purchasing Officer to commence and continue correction of such refusal or failure with diligence and promptness, the Chief Purchasing Officer may, by written notice to the Vendor, declare the Vendor in breach and terminate the Vendor's right to proceed with the work or such part of the work as to which there has been delay. In such event GHS may take over the work and prosecute the same to completion, by contract or otherwise.

§ 14-2: Time Extension

The Vendor's right to proceed shall not be so terminated nor the Vendor charged with resulting damage if:

1) The delay in the completion of the work arises from causes such as: acts of God; acts of the enemy; acts of GHS and any other governmental entity in either a sovereign or contractual capacity; acts of another Vendor in the performance of a contract with GHS; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or

2) The Vendor, within ten days from the beginning of any such delay (unless the Chief Purchasing Officer grants a further period of time before the date of final payment under the contract), notifies the Chief Purchasing Officer in writing of the causes of delay. The Chief Purchasing Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in the judgment of the Chief Purchasing Officer, the findings of fact justify such an extension.

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§ 14-3: Erroneous Termination for Default

If, after notices of termination of the Vendor's right to proceed under the provisions of this clause, it is determined for any reason that the Vendor was not in default under this provision of the clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause providing for termination for convenience of GHS.

§ 14-4: Additional Rights and Remedies

The rights and remedies of GHS provided in these clauses are in addition to any other rights and remedies provided by law or under this contract.

§ 14-5: Performance Bond

Where applicable, at the request of GHS, Vendor may be required to submit upon notice of award a performance bond equal to no less than five percent (5%) of their proposal as surety for the acceptable completion of this contract per the specifications. GHS will be named as obligee.

§ 14-6: Liquidated Damages

GHS shall be entitled to liquidated damages when the Vendor fails to complete the work or any portion of the work within the time or times fixed in the contract or any extension.

§ 15: Compliance with a Drug Free Workplace Act

To the extent applicable to the work hereunder, Vendor hereby certifies pursuant to the Drug-Free Workplace Act (O.C.G.A. § 50-24-1 through 50-24-6), that:

1) A drug-free workplace will be provided for Vendor's employees during the performance of this Agreement; and

2) A written certificate shall be secured from each subcontractor hired by Vendor stating that: "As part of the subcontract with Vendor, subcontractor certifies to Vendor that a drug-free workplace will be provided for subcontractor's employees during the performance of this subcontract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

§ 16: Enforcement Costs

If any legal action or other proceeding is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

§ 17: Severability

If any term or provision of this contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.

§ 18: Modifications of Services

GHS reserves the right to make changes in the Services including alterations, reductions therein or additions thereto. Upon receipt by the Vendor of GHS's notification of a contemplated change, the Vendor shall (1) if requested by GHS, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify GHS of any estimated change in the completion date, and (3) advise GHS in writing if the contemplated change shall effect the Vendor's ability to meet the completion dates or schedules of this contract.

If GHS so instructs in writing, the Vendor shall suspend work on that portion of the Work affected by a contemplated change, pending GHS decision to proceed with the change. If GHS elects to make the change, GHS shall issue a contract amendment or change order and the Vendor shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

§ 19: Notices

(1) Any notice or demand under the terms of this agreement must be given or made by the Vendor and GHS in writing and given or made by means of telegram, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective parties as follows:

If to the Hospital:
Grady Health System
50 Hurt Plaza
Suite 1300
Atlanta, Georgia 30303
efax (404) 489-6660
Attention: VP Supply Chain

If to the VENDOR:

_____
_____
_____
_____

(2) GHS will not consider any notice or demand for payment, revised pricing and/or billing unless the request has been made by the Vendor in writing and

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has been approved by GHS via a written Addendum executed by both parties.

§ 20: Vendor's Obligation
The Vendor warrants by signature on offer page one that neither the firm nor any member of the firm assigned to this assignment is or has been investigated, under investigation, or found guilty of any act by the Office of the Inspector General of the United States.

§ 21: Corporate Compliance
The contracting Party agrees that before the execution of this agreement the participants will provide proof that they are adequately trained in the area of Corporate Compliance and Ethics and that each participant has been cleared by a criminal background check and is not barred or excluded from participating in a federally funded medical program.

§ 22: Personnel
The Vendor represents that it has, or will secure at its own expense all necessary personnel required to perform the services under this contract. Such personnel shall not be employees of or have any relationship with GHS.

All of the services required under this contract shall be performed by the Vendor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or licensed or permitted under state and local law to perform such services.

Any changes or substitutions in the Vendor's key personnel must be made known to the GHS representative prior to execution, and written approval granted by GHS before said change or substitution can become effective.

The Vendor warrants that skilled and competent personnel to the highest professional standards in the field shall perform all services.

§ 23: Federal and State Tax
GHS is exempt from federal tax and state tax for tangible personal property. GHS will sign an exemption certificate submitted by the Vendor. The Vendor shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with GHS, nor shall the Vendor be authorized to use GHS's tax exemption number in securing such materials. The Vendor shall be responsible for payment of its own and its share of FICA and Social Security benefits with respect to this contract.

§ 24: Indemnification
The Vendor shall indemnify and hold harmless and defend GHS, its agents, servants, and employees from and against any and all claims, liability, losses, and /or cause of action which may arise from any negligent act or omission of the Vendor, its agents, servants, or employees in the performance of services under this contract.

The Vendor further agrees to indemnify, hold harmless and defend GHS, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Vendor not included in the paragraph above and for which the GHS, its agents, servants, or employees are alleged to be liable.

§ 25: Successors and Assigns
GHS and the Vendor each bind itself and its partners, successors, executors, administrations and assigns of such other party, in respect to all covenants of this contract. Except as above, neither GHS nor the Vendor shall assign, sublet, convey, or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of GHS, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than GHS and the Vendor.

§ 26: Remedies
The laws of the State of Georgia shall govern this contract. Any and all legal action necessary to enforce the contract will be held in Fulton County and the contract will be interpreted according to the laws of the State of Georgia. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise.

§ 27: Access and Audits
The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this contract. GHS shall have access to such books, any records, and terms and conditions contained in this contract may not be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

§ 28: Federal Access
Until the expiration of four (4) years after the furnishing of any service pursuant to this Agreement, Vendor shall make available upon the written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data that are necessary to certify the nature and extent of costs incurred by Vendor for such services. If Vendor carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve

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furnishing of any service pursuant to said contract, to make available upon the written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Vendor for such service.

§ 29: Insurance
The insurance coverage provided by Vendor, either through an insurance carrier or through self-insurance shall be carried throughout the term of this contract and shall consist of the following:

1) Commercial General Liability Insurance: Insuring bodily injury and property damage with limits of not less than $2 million combined single limit per occurrence/$6 million in the aggregate, except limits for products/completed operations shall be $2 million combined single limit per occurrence/aggregate.
2) Worker's Compensation and Employers' Liability Insurance: To comply with the applicable statues.

The insurance carrier shall be licensed in the State of Georgia. Vendor shall name GHS as an additional insured by endorsement on all applicable policies. The premium cost of all insurance purchased by the Vendor for protection against risks assumed by virtue of the contract shall be borne by the Vendor and is not reimbursable by GHS.

Proof of said insurance shall be provided to GHS prior to execution of this contract. GHS specifically reserves the right to require the Vendor to provide certified copies of such policy or policies.

§ 30: Confidentiality
Each party shall retain in strict confidence the terms and conditions of this Agreement and all information and data relating to the other party's business, patients, employees, development plans, programs, financial and non-public procurement information, documentation, techniques, trade secrets, systems and know-how, and shall not, unless otherwise required by law, disclose such information to any third party without the other's prior written consent.

Vendor shall have the right to disclose the confidential information to Vendor's employees, consultants and agents on a need-to-know basis, provided that all consultants and agents agree to keep such information confidential pursuant to the terms and conditions of this Agreement.

§ 31: Federal, State, Local and Municipal Law, Ordinances, Rules and Regulations Compliance
Vendor shall provide appropriate Health Insurance Portability and Accountability Act of 1996 ("HIPAA") compliance warranties under this agreement.

Vendor shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations, specifically including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), relating to the performance of their obligations hereunder or in any manner affecting this agreement. Vendor acknowledges that throughout the term of this agreement, it may have access to certain confidential patient information, commonly referred to "protected health information" (hereinafter referred to as "PHI"). Vendor agrees to inform and fully educate all persons working for it or on its behalf on the proper use, handling and disclosure of PHI. Upon becoming aware of any improper use, handling or disclosure of PHI by any of its employees or agents, Vendor shall promptly report such use or disclosure to Authority in writing. It is acknowledged and understood by Vendor that the PHI disclosed pursuant to this agreement may only be used for the expressly stated purposes under this agreement. Vendor hereby agrees that it will require its employees and agents to maintain and protect from unauthorized disclosure, PHI disclosed to or disseminated by Authority or its agents as a result of this agreement. Additionally, Vendor will promptly notify the Authority of the institution of any proceeding or request to obtain such PHI from the Vendor or its agents, upon becoming aware of such a proceeding. Vendor agrees to make a patient's PHI, in their possession, available for inspection by that patient upon request of Authority. Vendor further agrees to make available to the patient an accounting of all disclosures of that patient's PHI, upon request of Authority. Additionally, Vendor agrees to make the PHI of a patient available for amendment and incorporate said amendments to the PHI, if sufficient grounds exist to perform such amendment(s), as determined by the Authority.

To the extent required by applicable law or regulation, Vendor shall make its internal practices, books and records related to the use and disclosure of PHI available to the Secretary of Health and Human Services for purposes of determining compliance with applicable regulations. At the termination or expiration of this agreement, Vendor and it agents shall either return or destroy all PHI in their possession provided to them by Authority, or, if the destruction or return of such information is not feasible, shall extend the protections of this agreement and limit further uses and disclosures to those purposes that make the return or destruction of such information infeasible.

To the extent required or allowable under applicable law or regulation, if Vendor carries out any of its duties hereunder via subcontract, it agrees to include a clause similar to this section in such subcontracts. However, nothing in the foregoing sentence is intended to grant or establish any right on the part of Vendor to perform any of the duties set forth herein through subcontract. At all times, however, the use and disclosure of PHI hereunder shall be permitted after obtaining consents or authorizations, which comply with applicable laws. It

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is understood and agreed that Authority may terminate this agreement at any time if Vendor materially breaches the terms set forth under this section, as determined by the GHS.

§ 32: Group Purchasing Organization
Grady Health System is an exclusive member Vizient Group Purchasing Organization.

§ 33: Performance Improvement
The Vendor shall provide a detailed description of formal performance improvement criteria, patient, resident and customer satisfaction tools and a quality control program. The Vendor shall include forms that will be used by the Vendor to collect and tabulate data.

The Vendor shall describe methods and systems used to measure quality, describe the Vendor's plan for establishing a risk/reward incentive program based on quality measures. The Vendor must assure that services meet the Joint Commission and all other regulatory requirements.

§ 34: Vendor Registration
All vendors are required to complete a Vendor Registration Application through the GHS electronic vendor registration process prior to visiting any location or department of the health system. The registration allows GHS to have a complete profile of the vendors and all representatives that visit the health system to solicit products and services to GHS. The electronic Vendor Registration Application can be completed on the GHS website at www.gradyhealth.org/suppliers.

§ 35: New Technology

1) New Technology Introduction. All new products must be presented to Materials Management through the Value Analysis process prior to the product being used.

   a) "New Products" are defined as either new technology for the Supplier OR a product not previously used at GHS.

   b) "Introduction" is defined as any action taken by the Supplier to market, deliver, or use such product in a procedure at any GHS facility. If approval is not received by Materials Management prior to product introduction, GHS shall not be liable for the cost of the product, and the product shall be considered a donation.

2) "Substantially Equivalent" Technology. For all new technology products, if a new product was submitted to the FDA using form 510(k) (Premarketing Submission), the product shall be considered as "substantially equivalent" to existing technology, and shall conform to the pre-established GHS equivalent pricing for such products. If a new product was submitted to the FDA using the Premarket Approval Application (PMA), the product shall be considered by GHS as new technology.

3) Introduction of New Items not Considered New Technology. Vendor agrees not to "introduce" any products at GHS without prior written approval, contracted pricing and terms from GHS.

§ 36: Key Performance Indicators and KPI Credits

1) Vendor shall provide and perform for GHS the Services in accordance with the Key Performance Indicators (the "KPIs") specified in the Agreement between the Vendor and GHS. The KPIs will be specifically stated in the Agreement.
2) Measurement and Reporting.
   a) Unless otherwise specified in the Agreement, Vendor shall measure each KPI on a monthly basis. Vendor shall provide to GHS, on the 15th day of each month following the Effective Date of the Agreement, a report to verify Vendor's performance and compliance with the KPIs.
   b) Vendor shall provide data and detailed supporting performance information for each report to GHS in machine-readable form suitable for use on a personal computer. Such data and detailed supporting performance information shall be considered GHS data. Vendor shall be able to use this performance data for its internal use as long as it does so without attribution to GHS.
   c) Vendors shall provide the measurement tools and methodologies, as agreed upon by both Vendor and GHS, to sufficiently measure all of the KPIs contained in the Agreement. GHS and Vendor shall agree upon the measurements and methodologies for each KPI prior to execution of the Agreement and shall include these measurements and methodologies within the Agreement.
   d) If, after the Effective Date of the Agreement, Vendor desires to use a different measuring tool or methodology for a particular KPI, Vendor shall obtain GHS' approval of the tool; provided, however, that if the Parties cannot agree on the required tool adjustment, Vendor will continue to use the measuring tool that had been initially agreed to by the Parties. It is not anticipated that changes in the monitoring tools will drive changes in KPIs; rather, the need to collect and accurately reflect the performance data should drive the development or change in performance monitoring tools.
3) KPI Credits.
   a) "KPI Credit" means the credit Vendor shall provide to GHS in the event that Vendor fails to meet a KPI.
   b) GHS shall be eligible for KPI Credits in the event that Vendor fails to meet KPIs for any three (3) or more months over the prior rolling twelve (12) month period.

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c) The KPI Credit for each month that Vendor fails to meet the KPIs shall be equal to one twelfth (1/12th) of the total amount GHS is obligated to pay to Vendor annually under the Agreement.

d) If Vendor fails to meet the KPIs in two (2) or more consecutive months, the KPI Credit shall be twice the normal KPI Credit for such second and subsequent measurement periods during which the failure persists. By way of example and not as a limitation, if Vendor fails to meet a KPI in three (3) or more consecutive months and the amount of the applicable KPI Credit was $1,000, the amount of the KPI Credit would be doubled to $2,000 for the second and third and any subsequent consecutive failures.

4) Notification and Payment.

a) If GHS becomes entitled to receive a KPI Credit, Vendor shall notify GHS thereof in Vendor's standard monthly required reporting for KPIs. In each such report, Vendor shall describe in reasonable detail any failure to meet the KPI for the applicable month.

b) Each month Vendor shall remit to GHS, either as a credit on amounts due or as a refund, the KPI Credit applicable to the prior month.

5) Addition, Deletion and Modification of KPIs.; Continuous Improvement.

a) GHS may add, delete, or change KPIs, at its sole discretion, by sending written notice to Vendor at least thirty (30) days prior to the date that such additions, deletions or changes are to be effective.

b) GHS and Vendor agree to the concept of continuous improvement and that KPIs should be modified during the Agreement to reflect this concept. At the end of each year of the Agreement, the GHS and Vendor shall review the prior year's actual performance for the KPIs and discuss potential modifications to such KPIs, taking into consideration actual performance data, changes in GHS business requirements, and operational and technical improvements.

6) Exceptions. Vendor shall not be responsible for a failure to meet a KPI to the extent that such failure is directly attributable to any of the following:

a) GHS' actions in breach of, or failure to perform its obligations under, the Agreement with Vendor.

b) Willful misconduct or violations of law by GHS.

§ 37. Federal and State Program Participation.

1) Vendor represents and warrants that it and any of its directors, officers, employees, or agents providing services under this Agreement:

a) are not "sanctioned persons" under any federal or state program or law;

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CONTRACT CLAUSES
ACKNOWLEDGEMENT FORM

Vendor must sign one of the acknowledgements below:

Vendor agrees to be bound by the terms and conditions stated in these Terms & Conditions: if awarded a contract**.**

_____
(Print Name of Authorized Company Officer)

_____
(Signature)

_____
(Date Signed)

OR

Any proposed revisions, separate agreements or exceptions to the Terms and Conditions must be submitted in writing to GHS for review and approval form.

_____
(Print Name of Authorized Company Officer)

_____
(Signature)

_____
(Date Signed)