



REQUEST FOR PROPOSALS

JDE EOne Managed Services

Proposal ID: 2024-IT-14

APRIL 2024

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

Virtual Teams

Proposal Opening Meeting: Thursday, May 30, 2024 at 2:00 p.m. local time.

Virtual Teams

Non-Mandatory

Pre-Proposal Meeting: Thursday, May 16, 2024 at 2:00 p.m. local time.

This solicitation includes SLBE Preference Points

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(None Issued at this time)

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Division 1

Project Overview

Section 1: Request for Proposals

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

Name of Project: JDE EOne Managed Services.

The Clayton County Water Authority (CCWA) will open sealed proposals via a Virtual Teams Meeting on **Thursday, May 30, 2024 at 2:00 p.m. local time** at its offices located at 1600 Battle Creek Road, Morrow, Georgia 30260, for **JDE EOne Managed Services**. Any proposals received after the specified time will not be considered.

A Non-Mandatory Pre-Proposal Virtual Teams Meeting will be held on **Thursday, May 16, 2024 at 2:00 p.m. local time**.

To attend both Pre-Proposal and Proposal Opening Virtual Meetings, please use the following information:

[Join Microsoft Teams Meeting](#)

Toll number: +1 912-483-5368

Conference ID: 692 872 00#

CCWA encourages Small Local, Minority and Women-Owned businesses to participate and respond to this proposal request.

In an effort to promote responsible environmental practices the proposal package is available in electronic (Adobe PDF) format and can be requested via e-mail to CCWA_Procurement@ccwa.us. Proposers will need to provide contact information and an email address and any file size transfer limits to ensure email transmittals can be made. A hardcopy proposal package can also be requested at a cost of \$25.

Clayton County Water Authority
By: Dr. Cephus Jackson, Chairman

END OF SECTION

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Project Description

Section 2: General Overview

2.1 Objective

The purpose of this Request for Proposals (RFP) is to select proposers who can provide the best solution and services and possess highly qualified and reliable personnel specialized in Functional Support, Managed Services and Configurable Networking Computing (CNC) Services relevant to the JD Edwards EnterpriseOne (9.2) System and associated technology.

To be considered for this RFP, Proposers must be approved Oracle Business Partners.

Proposers must be United States based companies, with headquarters physically located within the Continental United States. No less than 70% of the personnel resources of proposers to be assigned to these tasks must all be physically located within the Continental United States. All management personnel of proposers to be assigned to these tasks must be physically located within the Continental United States. Notwithstanding any other provisions herein, proposers shall perform no less than seventy (70%) of all services performed with employees of the proposer.

The initial term of this contract will be for thirty-six (36) months, with the option to extend up to two (2) twelve (12) months renewal terms by written mutual consent by the Proposer and CCWA.

CCWA reserves the right to award the Managed Services as well as Development and Support work to multiple proposers; however, there should be no expectation of equal distribution of work by any proposer. Additionally, CCWA further reserves the right to procure any such services by other means at its sole discretion.

A Master Service Agreement will be issued to all awarded proposers, followed by the issuance of a Statement of Work for each authorized task or project. A sample Master Service Agreement, including the Statement of Work is provided in this RFP.

2.2 Scope of Services

The selected proposers will work with CCWA staff by providing Managed Services, including but not limited to, system monitoring, CNC services for project management, functional and technical subject matter expertise for the 9.2.2 applications and CNC support for maintaining the 9.2.2 architecture. The selected proposer(s) will also provide support for the associated technology as needed, as well as development and support for specified activities.

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2.3 Proposal Submission

One (1) original, five (5) bound copies and one (1) electronic submission in **pdf format** of the Proposal (**excluding the Cost Proposal Form¹**) shall be submitted in a sealed container, and delivered by hand, courier service, or via the United States Postal Service to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. No facsimiles and/or email submittals will be accepted. At the time specified for the Proposal Opening, the sealed containers shall be publicly opened, but only the names of the Contractors shall be read aloud.

2.4 Proposal Requirements

The awarded proposer along with designated CCWA personnel will be responsible for managing the tasks under this RFP.

2.5 Proposal Format

All proposals should include the information outlined below and be tabbed to denote the sections as noted:

1. Executive Summary

Please provide an Executive Summary highlighting your current managed services. Please include specific details of any services funneled offshore. Please detail your current client technical composition, the various release levels, both application and tools releases and hardware configurations your managed service is supporting, along with which applications you are supporting. Also provide what your service renewal rate has been over the past five years.

Please provide a detailed Service Level Agreement, complete with a coverage matrix, outlining the services covered as they relate to various CNC processes. Also include standard response times in relation to varying criticality levels. Please describe your critical levels. Please document the upgrade, implementation, and support methodology your company uses for an In-house hosted EnterpriseOne project on Windows/SQL technology.

¹ *One original paper copy of the Cost Proposal Form must be submitted in a separate sealed envelope and placed within the sealed submittal package. The envelope must be marked: "Cost Proposal." The cost proposal envelopes will NOT be opened until all evaluations and references are completed for all Proposers.*

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Please describe or attach your standard process for full package build and deployment, data dictionary and vocabulary changes, promotion to production and ESU/ASU installation.

Provide the full name and address of the organization and the branch or office that will perform the work. Include telephone number, point of contact and official signature of an authorized company representative. Indicate whether you operate as a single proprietorship, partnership, or corporation. Include the State(s) in which you are incorporated and/or licensed to operate.

2. Qualifications/Experience/Service Level

Please describe your experience with regards to the following, including the number of clients in the last two years and their platform where you have gained that experience:

- A. Functional modules supported and work that you have done
- B. Server Manager Installation/Upgrade and monitoring set-ups
- C. Installation of Configuration Manager.
- D. Configuring AIS
- E. Working with Orchestrations
- F. Upgrading to Tools Release 9.2.2
- G. Code Current Activities
- H. Other relevant new E1 components or integrations that you have done.
- I. Development work that you have done within JD Edwards

Using the CCWA Fact Sheet (shown below) and the initiatives listed above, please propose a service plan for Managed Services, Support and CNC for CCWA:

CCWA JDE Version	EnterpriseOne 9.2.2 \ Tools Release 9.2.2.5
CCWA # JDE Users	125 +
CCWA # Fat Client	12
Went Live	Initial 2001, 9.0 February 2012, 9.2.2 October 2018
Archiving	Have never archived

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<p>Modules we are currently running</p>	<ul style="list-style-type: none"> • Budgeting • Accounts Payable • Accounts Receivable • General Ledger • Equipment Maintenance • Fixed Assets • Human Resources, including ESS • Inventory and Purchasing (supply chain management) • Work Orders • Payroll • Health and Safety 																																																																																																
<p>Enterprise Server</p>	<ul style="list-style-type: none"> • All Cisco UCS • All Running VmWare 6.0 • All servers running Windows 2016 • Production Servers: <table border="1" data-bbox="560 1010 1481 1409"> <thead> <tr> <th>Name</th> <th>Memory Size</th> <th>Guest OS</th> <th>CPU Count</th> </tr> </thead> <tbody> <tr><td> JDE-PD-DSI78</td><td>8192 MB</td><td>Microsoft Windows Server 2012 (64-bit)</td><td>2</td></tr> <tr><td> JDE-PD-BI</td><td>8192 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>4</td></tr> <tr><td> JDE-PD-DB</td><td>32768 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>10</td></tr> <tr><td> JDE-PD-AISM</td><td>8192 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>1</td></tr> <tr><td> JDE-PD-DSI</td><td>16384 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>4</td></tr> <tr><td> JDE-PD-IOT</td><td>8192 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>4</td></tr> <tr><td> JDE-PD-WEB03</td><td>16384 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>4</td></tr> <tr><td> JDE-PD-WEB02</td><td>16384 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>4</td></tr> <tr><td> JDE-PD-ENT</td><td>32768 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>8</td></tr> <tr><td> JDE-PD-WEB01</td><td>16384 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>4</td></tr> <tr><td> JDE-PD-BSSV</td><td>8192 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>4</td></tr> </tbody> </table> • Dev/Test Servers: <table border="1" data-bbox="560 1507 1481 1906"> <thead> <tr> <th>Name</th> <th>Memory Size</th> <th>Guest OS</th> <th>CPU Count</th> </tr> </thead> <tbody> <tr><td> JDE-DV-BSSV</td><td>8192 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>4</td></tr> <tr><td> JDE-DV-DSI78</td><td>8192 MB</td><td>Microsoft Windows Server 2012 (64-bit)</td><td>2</td></tr> <tr><td> JDE-DV-WEB01</td><td>16384 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>4</td></tr> <tr><td> JDE-DV-DEP</td><td>8192 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>4</td></tr> <tr><td> JDE-DV-DB</td><td>32768 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>10</td></tr> <tr><td> JDE-DV-DSI</td><td>8192 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>2</td></tr> <tr><td> JDE-DV-ENT</td><td>16384 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>4</td></tr> <tr><td> JDE-DV-IOT</td><td>16384 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>4</td></tr> <tr><td> JDE-DV-BI</td><td>8192 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>4</td></tr> <tr><td> JDE-DV-AISM</td><td>16384 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>1</td></tr> <tr><td> JDE-DV-WEB02</td><td>24576 MB</td><td>Microsoft Windows Server 2016 (64-bit)</td><td>4</td></tr> </tbody> </table> 	Name	Memory Size	Guest OS	CPU Count	JDE-PD-DSI78	8192 MB	Microsoft Windows Server 2012 (64-bit)	2	JDE-PD-BI	8192 MB	Microsoft Windows Server 2016 (64-bit)	4	JDE-PD-DB	32768 MB	Microsoft Windows Server 2016 (64-bit)	10	JDE-PD-AISM	8192 MB	Microsoft Windows Server 2016 (64-bit)	1	JDE-PD-DSI	16384 MB	Microsoft Windows Server 2016 (64-bit)	4	JDE-PD-IOT	8192 MB	Microsoft Windows Server 2016 (64-bit)	4	JDE-PD-WEB03	16384 MB	Microsoft Windows Server 2016 (64-bit)	4	JDE-PD-WEB02	16384 MB	Microsoft Windows Server 2016 (64-bit)	4	JDE-PD-ENT	32768 MB	Microsoft Windows Server 2016 (64-bit)	8	JDE-PD-WEB01	16384 MB	Microsoft Windows Server 2016 (64-bit)	4	JDE-PD-BSSV	8192 MB	Microsoft Windows Server 2016 (64-bit)	4	Name	Memory Size	Guest OS	CPU Count	JDE-DV-BSSV	8192 MB	Microsoft Windows Server 2016 (64-bit)	4	JDE-DV-DSI78	8192 MB	Microsoft Windows Server 2012 (64-bit)	2	JDE-DV-WEB01	16384 MB	Microsoft Windows Server 2016 (64-bit)	4	JDE-DV-DEP	8192 MB	Microsoft Windows Server 2016 (64-bit)	4	JDE-DV-DB	32768 MB	Microsoft Windows Server 2016 (64-bit)	10	JDE-DV-DSI	8192 MB	Microsoft Windows Server 2016 (64-bit)	2	JDE-DV-ENT	16384 MB	Microsoft Windows Server 2016 (64-bit)	4	JDE-DV-IOT	16384 MB	Microsoft Windows Server 2016 (64-bit)	4	JDE-DV-BI	8192 MB	Microsoft Windows Server 2016 (64-bit)	4	JDE-DV-AISM	16384 MB	Microsoft Windows Server 2016 (64-bit)	1	JDE-DV-WEB02	24576 MB	Microsoft Windows Server 2016 (64-bit)	4
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Load Balancing	No Load Balancing
Web Server	Running Weblogic 12.2.1.2.0/12.2.1.3.0
Deployment Server	Details in Enterprise Servers
Databases	SQL 2016
Database Size	<ul style="list-style-type: none"> • 150GB per database • 1 Production and 5 Test databases (DEV, TRN, SB, PY)
Interfaces	20+ Interfaces
Modification	Several modifications, not high volume.
Security	<ul style="list-style-type: none"> • Single Security Server • We utilize AllOut Security

3. Project Understanding and Approach

The following are **the minimum** requirements for external CNC Support to be provided to CCWA. To illustrate their appreciation of the type of CNC Services offered and needed, proposers are encouraged to include any additional options to enhance their offering.

A. Tier-1 Support – CNC, Technical and Functional

There must be Tier-1 level support for CCWA. Tier-1 will provide the critical support for CCWA and enable proficient response times with live specialists. Tier-1 also provides support for daily maintenance routines with a live specialist on a ‘call back’ basis.

1. **Initial Dedicated Onsite Support:** Per CCWA’s request, the primary resource will be onsite for the transition phase if needed. Please provide an estimate of the duration of this phase.
2. **Guarantee of xx hours a month (or per quarter):** Of offsite/onsite support throughout term, which you will specify the number of guaranteed hours offered, and the number of unused hours that roll over into subsequent time periods.

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3. **Dedicated Person:** Dedicated person could be primary and secondary CNC technical and functional resources (prequalified by CCWA) will be assigned to the account.
4. **Scheduled Hours:** Guaranteed time to speak with primary support specialist, during the week, twice a week (time and day to be pre-determined by CCWA), as needed.
5. **Standard Onsite Support:** When required, the primary CNC Support Specialist will be onsite at CCWA.
6. **Emergency Onsite Support:** A CNC technician will be onsite 'no later' than one (1) business day from communicated emergency.
7. **Offsite Standard Response:** 30-minute response time for a standard call.
8. **Offsite Emergency Response:** 15-minute response time for emergencies.
9. **Upgrade Support:** When required, the primary CNC Technician (and Functional support) will be onsite on upgrade initiatives and mock upgrade efforts.
10. **Workshop Support:** When required, the primary CNC Technician (and Functional support) will be onsite to provide needed workshops for CCWA internal employees.
11. **System Health Support:** CCWA is a 24 by 7 operation with heavy users from 7:00 am to 5 pm and minimal users the rest of the day. Please describe how you would handle system checks to ensure that CCWA's operations are monitored, and its health checked to support the 24 x 7 operation described above.
12. **Incident/Request Tracking System:** Please provide detailed description of your Incident/Request Tracking System. Do you have a Service Ticket site that CCWA will be using to enter ticket request? Include procedures for entering requests and/or incidents. Include training to be provided with regards to using the system.
13. **SYSTEM Monitoring:** What are your system monitoring solutions in place? Are they automated? What types of tools/reporting are in place? How will they be shared with CCWA? Are there any additional charges for these services?

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14. **Reporting:** Please describe the different types of reporting or portals that you will be providing CCWA. Please attach samples of the reports or provide an URL to view.
15. **Use of DWS Global Suite of products:** CCWA uses the DWS Global's suite of products to help eliminate unnecessary testing and to automate testing. To that end, the successful proposer will need to work with CCWA and DWS so that we can use their products on an ongoing basis.

B. Onsite Support

1. The dedicated CNC Specialist or Functional resource will provide Onsite support as required. The backup will be notified in the event they are required. Onsite support will be a part of the guaranteed hours/month but can be extended. Onsite support must be scheduled by CCWA 2 weeks in advance.
2. Emergency onsite support is available with a one-business day expectation.

Travel expenses will be paid by CCWA in accordance with CCWA's Travel policy as listed in the Master Services Agreement that is attached as part of this package. A time sheet and expense report must be produced by the primary support specialist and requires approval signatures by CCWA and the Proposer on a weekly basis as well as on the last scheduled day of onsite support.

C. Dedicated JDE/CNC Specialist

1. The Proposer must dedicate a primary and secondary resource solution to CCWA. It is expected that one of these resources is the CNC assigned to CCWA. The secondary resource is to be contacted by the primary resource in the event of an emergency. It is the responsibility of the Proposer to have the primary and secondary resources stay current with CCWA's E1 environment.
2. The secondary resource will be updated weekly by the primary and will often sit in on the weekly meetings.
3. The primary resource will be available per contract terms and will make daily decisions per contract terms and client needs on a weekly basis.

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4. There should be a singular method of communication between CCWA and both resources (single phone number and e-mail for both resources), as well as a defined process for reporting and tracking issues.
5. The primary resource should conduct a yearly CNC audit to verify the soundness of the CNC infrastructure of CCWA. The audit should produce a written report with recommendations for improvement. The first audit should be conducted as soon as the engagement with CCWA commences.
6. The primary resource should document CNC settings, set-ups and any changes made to CCWA's CNC configuration.

D. High Availability Support

1. High availability support is required in emergency situations requiring immediate action from Proposer. The "primary" support specialist from Proposer must be responsible for this support with the secondary on call.
2. High availability includes live response via phone, email, pager, and or onsite support per contract terms.
3. Emergencies are described as EnterpriseOne services are down; UBE's do not process properly in a live environment (i.e. Production is down). Update packages for custom objects must be applied for an unforeseen reason. Soft maintenance issues regarding EnterpriseOne need immediate attention.

E. JD Edwards Functional/Development Support

1. From time to time, functional and development support will be needed for specific JD Edwards activities that may be determined to be outside the scope of the normal monthly managed services. For certain projects it is anticipated that CCWA may request a scope of work and cost estimate from all contractors to determine which firm to award the project. Based on detailed project requirements, understanding and specific expertise of the Contractor, schedule, and cost estimate, CCWA will issue the Statement of Works to the Proposer which provides the best approach to meeting CCWA's interests. Where CCWA determines that current Proposer's have

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provided expertise or costs that are acceptable to CCWA, CCWA does reserve the right to procure services from others.

F. Response times and scheduled hours

1. Scheduled time to speak with a JDE functional or CNC specialist during the week (time and day to be pre-determined by CCWA). This time is intended to provide a weekly overview of outstanding tasks or any unresolved issues from the past week.
2. 30-minute response time for a standard call when working remotely. The 30-minute response time does NOT indicate a resolution to the issue(s) but that dedicated work on the request will begin immediately.
3. All times will be based on EST. This allows CCWA to continue business without time changes, which impedes performance and effectiveness of issue resolution.
4. Hours are based on a 40-hour workweek during normal business hours. Provisions must be available for communication outside normal business hours for the primary and backup CNC Support Specialists.

G. Issue Escalation and Warranty

1. Please define how escalations are handled and the different levels of your escalation process.
2. Please define your solution warranty process.
3. How is CCWA acceptance of the solution recognized?
4. How are post promotion issues prevented, analyzed, and resolved?
5. Is there a post promotion warranty period?

H. Other Required Terms

1. Bankruptcy: Proposer must give CCWA a minimum two-month advance notice in the event of, a pending Chapter 9, 11 filing, or any potential interruption of service.
2. Penalty Assessment: Penalty assessments are to be used when Proposer involved does not meet the requirements per contract terms. In the event Proposer does not respond during the standard

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half hour or emergency 15-minute allotted time to CCWA, Proposer will credit CCWA 2 hours of time per occurrence.

I. Staffing Functional and Technical Experience

1. Please provide the composition of your technology team and include resumes for each individual that you propose to work with CCWA managed services including individuals that will be part of the reporting structure. Also provide the number of full-time JDE CNC and Functional resources that you have.
2. Technology (CNC and Functional) staff shall possess the following qualifications for Enterprise One:
 - a. Strong CNC/Enterprise One 9.2.2 applications and tools release 9.2.2.5 and higher experience, preferably in a Windows/SQL environment. We highly recommend highlighting years of experience on the specific E1 version and environment.
 - b. Responsible for documenting all desired requirements, developing programmatic/configuration solutions, testing solutions for accuracy with defined test plan, coordinate the implementation and completion of specifications, system changes and problem correction.
 - c. Ability to design detailed functional, technical and program specification oversees the creation of unit test plans and test data and monitor the execution of test procedures.
 - d. Ability to create logical and physical data models and design user interfaces.
 - e. Experience in structured design, analysis and development techniques, and structured test methodologies.
 - f. Working knowledge of quality assurance methodologies.
 - g. Good written and oral communication skills; ability to make presentations to both technical and non-technical audiences.
 - h. Interface with functional users to define and document functional requirements for application software using structured interviewing techniques.

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3. Define and document system scope, current logical view, general requirements and proposed logical view using structured design and analysis techniques.
 4. Convert system requirements into detailed program specifications appropriate for delegation to programmers.
 5. Evaluate and recommend design and development technology alternatives.
 6. Coordinate the setup and upkeep of the development and testing environments for the applications to be developed.
 7. Coordinate and participate in testing and evaluation of test results.
 8. Coordinate the implementation, technical writing and user training activities associated with the system changes and new system development efforts.
 9. Perform follow-up validation of corrected deliverables with the user community.
 10. Coordinate and lead the effort in installation of the different servers in line with EnterpriseOne (AIS, Weblogic Portal, Business Services Server, Data Browser Server, Media Object Servers, etc.).
 11. Define and document system scope, current logical view, general requirements and proposed logical view using structured design and analysis techniques.
 12. Evaluate and recommend design and development technology alternatives.
 13. Ensure that systems are in good working order
 14. Coordinate and participate in testing and evaluation of test results.
 15. Coordinate the implementation, technical writing and user training activities associated with the system changes and new system development efforts as needed.
4. **References**
- List at least 3 references (with contact information), excluding CCWA, to provide the following information:
- A. List of Utility customers that you have supported on JDE 9.2.2, and Windows/SQL

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- B. A customer in the Utilities Industry servicing water, reclamation, and storm water.
- C. A customer in the Utilities Industry with moderate modification and interfaces.
- D. A customer in the Utilities Industry with one or more of the services being requested within this proposal.

5. Financial Viability

Include the most recent two years of financial data, including:

- A. Audited Financial Statement.
- B. Balance Sheet.
- C. Dun & Bradstreet Report.

6. Cost Proposals

One paper original of the cost proposal form must be submitted in a separate sealed envelope and placed within the sealed submittal package. The cost proposal envelopes will NOT be opened until all evaluations and references are completed for all proposers.

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

The fee/rate schedule shall be all-inclusive for all services.

2.6 Proposal Schedule

Non-Mandatory Pre-Proposal Meeting	Thursday, May 16, 2024 at 2:00 p.m.
Deadline for Questions	Monday, May 20, 2024 at 2:00 p.m.
Issue Last Addendum	Friday, May 24, 2024 at 2:00 p.m.
Virtual Proposal Opening	Thursday, May 30, 2024 at 2:00 p.m.
Anticipated Award	Thursday, August 1, 2024
Sign Contract	Friday, August 30, 2024
Planned Start Date	Monday, September 2, 2024

All times listed are local time.

Division 1

Project Description

Section 2: General Overview

2.7 Addenda

Proposers may ask questions regarding this Contract prior to the proposal opening. To be considered, all questions must be received in writing by email to CCWA_Procurement@ccwa.us by **2:00 p.m. (local time) on Monday, May 20, 2024**. Any and all responses to proposers' questions will be issued in the form of an Addenda by email. All addenda issued shall become part of the Proposal Documents.

2.8 Proposal Preparation Costs

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

2.9 Evaluation Criteria

Proposals will be evaluated by CCWA staff and ranked based on the following criteria items 1-4 below. CCWA staff will then evaluate the cost submission portion of the proposals. SLBE Preference Points will be assigned to CCWA certified SLBE Proposers based on their business locations (see Division 2 Section 8 of this RFP package). The ranking of proposals and the proposed contract award will be made at the sole discretion of the CCWA.

Section	Evaluation Criteria	Points
1	Qualifications/Experience/Service Level	30
2	Project Understanding and Approach	25
3	References	15
4	Financial Viability	10
5	Cost Proposal	20
6	SLBE Preference Points (Up to)	10
Maximum Total Points		110

Division 1

Project Description

Section 2: General Overview

2.10 Special Provisions

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

Proposers must be United States based companies, with headquarters physically located within the Continental United States. No less than seventy percent (70%) of the personnel resources of proposers to be assigned to this task shall be physically located within the Continental United States. All management personnel of proposers to be assigned to this task shall be physically located within the Continental United States. Notwithstanding any other provisions herein, proposers shall perform no less than seventy percent (70%) of all services performed with employees of the proposer.

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

I have read and understand the scope of work, conditions, and requirements. I also understand, and have provided, all documentation required to be included for the CCWA's evaluation of criteria in this Request for Proposal. Omission of any part of the requested documentation may result in the disqualification of the proposal by the CCWA.

The Proposer is submitting a proposal for: (Please select all that apply)

- Monthly Managed Services including Functional assistance
- JD Edwards Functional/ Development Projects
- Both

Name (printed): _____

Signature: _____

Title: _____

Company: _____

Date: _____

END OF SECTION

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

These instructions are to be followed by every entity proposing to provide the Clayton County Water Authority (CCWA) with goods and/or services. These instructions constitute an integral part of the proposal, and any Proposer agrees that tender of a proposal constitutes acknowledgment and acceptance of its obligation to adhere to these instructions, which are to be incorporated into and considered part of any contract the Proposer ultimately executes with the CCWA.

1. If there is any question whatsoever regarding any portion of the specifications, it shall be the Proposer's responsibility to seek clarification immediately from the CCWA, as early as possible prior to the proposal opening. Regarding public works projects, requests for interpretations of specifications must be made in writing to the department proposing out the project not later than five (5) days prior to receipt of proposals.
2. Unless it is otherwise stated in the proposal documents, it shall be the responsibility of the proposer to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its proposal. Documents may be made available by the CCWA during the proposal process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the proposer to make its own investigations as to the nature of the work and the conditions under which it shall be performed, and to make its own independent assumptions as to these matters. The burden of anticipating unforeseen circumstances, either hidden or latent, and the conditions of the work site and all related circumstances, and the cost of accommodating therefore should unanticipated circumstances be later encountered shall rest upon the proposer.
3. Pre-proposal meeting or any other information session will be held at the location as indicated in the solicitation. Unless indicated otherwise, attendance is not mandatory, although proposers are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the proposer must attend the meeting in its entirety to be considered eligible for solicitation award. Late entry to the meeting will not be allowed.
4. In the event that, after the acceptance of a proposal by the Board of Directors of the CCWA, any unsuccessful proposer wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager no later than close of business on the 5th business day after the selection of successful proposer by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the State of Georgia or of the United States.

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Contractor's proposal. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the proposer may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications but may not alter any of the language contained in the solicitation.
11. In the case of goods, the person, firm or corporation making the proposal may propose all items. All items may be considered separately, at the discretion of the CCWA.
12. Bids for public works whose price exceeds \$100,000.00 must be accompanied by a certified check, cashier's check, or acceptable bid bond in an amount not less than five percent (5%) of the amount bid.
13. Proposers for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the proposal envelope and must enclose copies of any required license with the proposal.
14. When public work is let out for proposal, no person shall prevent or attempt to prevent competition in such proposal. Such Proposers must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the proposal process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the proposal process; if a corporation, all officers, agents, or other persons who acted for the corporation in the proposal process.
15. Proposals shall not be withdrawn or cancelled by the proposer past the proposal opening date and time. The proposer may make modifications/ corrections to the proposal by submitting a corrected seal proposal but only if the change is prior to the proposal opening. The corrected document should be clearly marked that it supersedes the proposal originally submitted. No modification or corrections will be allowed subsequent to the proposal opening.
16. By tendering a proposal, the Proposer agrees to leave the proposal open for acceptance by the CCWA for ninety (90) days after the date set for the opening thereof.

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

17. By tendering a proposal, the Proposer certifies that the Proposer has carefully examined these instructions and the terms and specifications applicable to and made a part of the proposal. The Proposer further certifies that the prices shown in any schedule of items on which the Proposer is proposing are in accordance with the conditions, terms, and specifications of the proposal and that they are aware that any exception taken thereto may disqualify the proposal. Proposers are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Proposer shall merit withdrawal of the proposal.
18. Copies of all communications pertaining to proposals must be sent to the Contracts, Compliance and Risk Management Section.
19. The purpose of this proposal is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. Any applicable sales taxes should be included in the unit prices for all materials to be provided by the successful Proposer.
20. Proposers are hereby notified and agree by submission of a Proposal Form that if additional items not listed in the Proposal Form become necessary and require unit prices not established by the Proposal Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Proposal Form.
21. All prices on goods shall be for delivery, our destination, F.O.B. destination freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
22. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Proposer intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Proposal Form. Otherwise, none will be assumed.
23. The time for completion of the work is stated in the Proposal Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

24. The Proposer must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Proposer.
25. The successful Proposer must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
26. The Contract between the CCWA and the Proposer shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.
27. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the proposal guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible proposer, or the work may be re-advertised or constructed by the CCWA.
28. Any Contract and Contract Bonds shall be executed in duplicate.
29. Award of this proposal shall be by action of the CCWA Board at its regular monthly meeting.
30. The CCWA reserves the right, with or without notice or cause, to accept any proposal regardless of the amount thereof; to reject any proposal, or any number of proposals; to negotiate with any Proposer for a reduction of or alterations in its proposal; to reject all proposals and to call for additional proposals upon the same or different invitations to proposal, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a proposal complies with the invitation to proposal, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
31. The apparent low proposal for goods shall be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
32. While CCWA intends to purchase at the lowest responsible proposal available, price shall not be the sole criteria utilized by the CCWA in evaluating the proposal

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

packages submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible proposal:

- a. Ability of proposer to perform in the time frame needed by the CCWA.
 - b. Reputation of the proposer in its industry.
 - c. Reasonableness of the proposal in relation to anticipated costs.
 - d. Ongoing relationships with the CCWA based on above-average prior performance of work with CCWA.
 - e. Preference for local proposers where there is no significant variance in price or service.
33. Proposers are notified that CCWA reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Proposer's place of business to any affected Authority facility. CCWA further reserves the right to award the contract to a Proposer other than the Proposer offering the lowest price where: (a) the difference in price between the low Proposer and the preferred Proposer is nominal; and (b) CCWA's Board determines that the preferred proposal provides the most cost-effective option due to the closer proximity of the preferred Proposer's place of business to the affected Authority facility or facilities. In such a situation, by responding to this proposal, the Proposer waives any cause of action against CCWA for frustration of proposal or under any similar legal theory; furthermore, the Proposer agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by CCWA in defending against any such claim.
34. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority and women-owned businesses. Proposers are encouraged to solicit minority and women-owned businesses whenever they are potential sources.
35. Proposers are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses. Additionally, it is encouraged that bidders access certified Small Local Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online under the tab for "Directories", link for "UCP Directory - Excel" at:
<http://www.dot.ga.gov/PS/Business/DBE>.

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

Division 2

Proposal Requirements

Section 2: Risk Management Requirements

The Contractor will provide minimum insurance coverage and limits as per the following:

The Contractor will file with the Authority Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide a minimum of thirty (30) day advance written notice to the Authority in the event of cancellation, material change, or nonrenewal of policies required under the contract to the Authority. All bonds and insurance coverage must be placed with an insurance company approved by Authority Management, licensed or approved to do business in the State of Georgia, and rated Secure (“A-”, “VII” or better) by A.M. Best’s Insurance Guide throughout the duration of the contract. The letter denotes the company’s financial strength, and the Roman numeral represents the financial size of the carrier. Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia. The insurer shall agree to waive all rights of subrogation against the Authority, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Authority, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation from the insurer.

As the risk management requirements herein are minimum required insurance coverage and limits, the Authority’s Risk Manager may require additional and/or increase in coverage and limits driven by the complexity of the relevant contract.

The Authority requires insurance on an “occurrence” basis whenever possible. Policies written on a “claims made” basis (e.g. cyber, professional liability and pollution liability) require the inclusion of the following provisions:

- (a) The retroactive date must be shown on the certificate of insurance (or provided a copy of the declarations page showing it).
- (b) Insurance must be maintained for at least two (2) years after completion of the work and/or contract.
- (c) If coverage is canceled or non-renewed after the work has been completed and/or the contract has ended, the contractor must purchase the extended reporting period for at least two (2) years.

Division 2

Proposal Requirements

Section 2: Risk Management Requirements

ALL CONTRACTS

Worker's Compensation – Workers' Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability MINIMUM limits of \$500,000 bodily injury for each Accident, \$500,000 bodily injury for each Disease, and \$500,000 bodily injury by Disease for each Employee. Disease \$100,000 each employee, \$500,000 Disease policy limit. If any work is performed out of state including any remote worker, then those states must be covered as well. If there is an exposure of injury to any contractors or providers to any maritime exposures then coverage shall include the appropriate endorsements such as USL&H (United States Longshore and Harbor Workers Comp Act), Jones Act or other federal statutes.

Automobile Liability – Automobile liability required for all contracts except for products or services that are remote only or are delivered by professional delivery service. ISO policy form CA0001 or its equivalent liability coverage. Coverage shall be included for any owned, leased, hired, or non-owned autos (ISO symbol 1 is preferred). For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy. Sole proprietors shall provide the same limits as stated above via a personal auto policy plus an umbrella. Uninsured motorist coverage should be equal to the per occurrence limit except for contracts with other governmental entities.

Umbrella Liability Insurance – recommended for all contracts. The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the

AS APPLICABLE

Crime Liability – Crime Liability required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers. Any use of crypto currencies must be pre-approved by the risk management department.

Cyber Liability – Cyber Liability required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts. Coverage shall include the minimum: Information Security & Privacy Liability, Regulatory Fines and Penalties, Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed, and Ransomware. Since cyber insurance policies are written on a claims made basis insurance must be maintained for at least two (2) years after completion of the work and/or contract.

Professional Liability (Errors & Omissions) – Professional Liability required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

Terrorism Liability – Terrorism Liability required on specific contracts stated by the risk management department including but not limited to: 1) all contracts involving access or use of any water, gas, electric utilities shall require third parties to have TRIA and third-party liability limits of at least \$5,000,000; and 2) all special events that are highly visible, politically sensitive, or have more than 1,000 attendees should require at least \$1,000,000 of terrorism liability for any event sponsors.

Aviation Liability - required for all Drones/UAV

Division 2

Proposal Requirements

Section 2: Risk Management Requirements

limits required. The Management of the Authority may elect to require higher limits. a. Underlying coverage shall be General Liability, Automobile Liability, and Employers' Liability (Workers' Compensation); b. Concurrent policy dates with primary liability policies except for workers' compensation.

General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “Clayton County Water Authority” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work. The general aggregate and products & completed operations aggregate should be at least twice the minimum required occurrence limit. Policy shall be written on an Insurance Services Office (ISO) industry form CG0001 2010 or newer. Contracts involving any youths or children under 18 should also be required to provide proof of coverage for sexual abuse & molestation coverage that it is either; clearly not excluded on the general liability or purchased as a stand-alone policy. Should the coverage be on a claims-made basis, insurance should remain in force for the life of the contract and up to the date to which the youngest youth/child at the start of the contract turns age 18 plus two years.

(Unmanned Aerial Vehicles), general aviation contracts, and Fixed base operators (FBO). Coverage should include owned, hired, and non-owned aircraft/aviation.

Liquor Liability –required for all third-party services and contracts involving selling, distributing, or serving alcohol. Coverage should be full liquor liability and not “host” liquor if it is being sold.

Sexual Abuse & Molestation Liability – required for all contracts and services involving youths, children, special needs, or senior citizens. Must be maintained for at least two (2) years after completion of the work and/or contract.

Builders Risk – recommended for most construction projects.

Additional Coverage Considerations:

a. The limit of coverage should be equal to the value of the contract or GREATER; b. Covered perils should be at least fire, wind, theft, vandalism, flood, and earthquake

LIMITS OF LIABILITY ON NEXT PAGE

Division 2

Proposal Requirements

Section 2: Risk Management Requirements

LIMITS OF LIABILITY (Workers' Compensation):

\$500,000	Bodily Injury by Accident - Each Accident
\$500,000	Bodily Injury by Disease - Each Disease
\$500,000	Bodily Injury by Accident - Each Employee

LIMITS OF LIABILITY (General Liability):

\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal & Advertising Injury
\$500,000	Damages to Premises/Fire Legal
\$5,000	Medical Payments

LIMITS OF LIABILITY (Automobile):

\$1,000,000	Combined Single Limit OR
\$500,000	Per Person
\$500,000	Per Occurrence
\$100,000	Property Damage
\$1,000	Medical Payments

LIMITS OF LIABILITY (Crime):

\$1,000,000	Employee Dishonesty
\$1,000,000	Funds Transfer Fraud
\$100,000	Money & Securities
\$1,000,000	Computer Crime
\$100,000	Social Engineering or its equivalent

Division 2

Proposal Requirements

Section 2: Risk Management Requirements

LIMITS OF LIABILITY (Cyber):

\$1,000,000	Each Claim/Wrongful Act
\$2,000,000	Annual Aggregate
\$1,000,000	Business Interruption
\$1,000,000	Data Recovery
\$500,000	Cyber Extortion Expenses
\$50,000	Cyber Extortion/Ransom Payments

LIMITS OF LIABILITY (Professional – Errors & Omissions):

\$1,000,000	Each Claim/Wrongful Act
\$2,000,000	General Aggregate

LIMITS OF LIABILITY (Aviation):

\$5,000,000	Each Occurrence
\$1,000,000	Automobile Liability
\$1,000,000	Pollution Liability (FBOs Only)

LIMITS OF LIABILITY (Liquor):

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate

LIMITS OF LIABILITY (Sexual Abuse & Molestation):

\$1,000,000	Each Claim/Wrongful Act
\$2,000,000	General Aggregate

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the Authority may elect to require higher limits. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation). Concurrent policy dates with primary liability policies except for workers compensation.

END OF SECTION

Division 2

Bid Requirements

Section 3: Required Proposal Submittals

3.1 Required Submittals:

The following items are required to be included as part of the proposal submittal. Failure to provide any of these items may result in the proposal being deemed non-responsive. For your convenience, a check box is provided next to the required items, which include but are not limited to:

- A. Cost Proposal Form – *Proposers must submit their completed and signed Cost Proposal Form in a separate sealed envelope.*
- B. Proposer Qualification Information Form.
- C. Georgia Security and Immigration Compliance Act of 2006 form.
- D. Contractor Affidavit and Agreement form.
- E. Subcontractor Affidavit form.

If a Contractor/Subcontractor will not be performing any services under this contract, the Contractor/company submitting the bid MUST also complete, sign, date, and have both Affidavit forms notarized and make proper notation of "N/A" - Not Applicable.

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

- F. CCWA SLBE Certificate (if applicable).
An indication of "N/A" for "not applicable" must be noted as appropriate.
- G. Special Conditions – page 1-2.14
- H. Non-Collusion Certificate.
- I. Certification of Absence of Conflict of Interest.
- J. W-9 Form. *Company name must match the Vendor Information Form and must be registered with the [Georgia Secretary of State](#).*
- K. Vendor Information Form. *Company name must match the W-9 Form.*

Division 2

Bid Requirements

Section 3: Required Proposal Submittals

- L. Copies of all licenses required to perform the work (if applicable).
- M. Any other items as required in this RFP including, but not limited to, the items contained in the Instructions to Proposers.

END OF SECTION

Division 2

Proposal Submittals

Section 4: Cost Proposal Form

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

Proposal of _____
Hereinafter "Proposer"), organized and existing under the laws of the State of _____, doing business as _____ (insert "a corporation," "a partnership," or "an individual" or such other business entity designation as is applicable).

To the Clayton County Water Authority (hereinafter "Owner").

In compliance with the Request for Proposals, Proposer hereby proposes to provide with **JDE EOne Managed Services** in strict accordance with this Contract Documents as enumerated in the Request for Proposals, within the time set forth therein, and at the prices stated below.

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

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

CONTRACT EXECUTION:

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

Proposer accepts the terms and conditions of the Documents.

INSURANCE:

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

ADDENDA:

Proposer acknowledges receipt of the following Addenda: _____

Division 2

Proposal Submittals

Section 4: Cost Proposal Form

In compliance with the Request for Proposals, Proposer hereby proposes to provide with **JDE EOne Managed Services** in strict accordance with this Contract Documents as enumerated in the Request for Proposals, within the time set forth therein, and at the prices stated below.

COST PROPOSAL:

The fee/rate schedule shall be all-inclusive for all services. The proposed fees shall include all labor, material and equipment to provide the services as outlined in the RFP including any communication devices, computer hardware and software.

Total Cost Estimate for Monthly Managed Services:	\$
Total Cost Estimate/Rate per hour for JD Edwards Functional Assistance / Development:	\$
<i>Please provide a rate per hour to perform functional/ development initiatives. It is our expectation that the completion of these initiatives includes providing CCWA a written set of documentation of the process of installation and configuration respective to the executed CCWA implementation.</i>	

I have read and understand the requirements of this request for proposal and agree to provide the required services in accordance with this proposal and all attachments, exhibit(s), etc.

NAME (PRINTED): _____

SIGNED: _____

TITLE: _____

DATE: _____

COMPANY ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

COMPANY WEBSITE: _____

CCWA CERTIFIED SLBE: Y COUNTY: _____ N

END OF SECTION

Division 2

Proposal Requirements

Section 6: Proposer Qualification Information

COMPANY NAME OF PROPOSER: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL ADDRESS: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

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

NAME OF PRINCIPAL OFFICERS: _____

END OF SECTION

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor’s fully executed affidavit is attached hereto and is incorporated into this Agreement by reference herein.

- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
 - 1. _____ 500 or more employees.
 - 2. _____ 100 or more employees.
 - 3. _____ Fewer than 100 employees.

- C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
 - 1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor.
 - 2. Secure from each such subcontractor an attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Clayton County Water Authority at any time.”

Contractor _____

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with [O.C.G.A. 13-10-91](#), stating affirmatively that the individual, firm, or corporation which is contracting with the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract, the federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions established in [O.C.G.A. 13-10-91](#).

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with the Clayton County Water Authority, the contractor will only employ or contract with subcontractor(s), who can present a similar affidavit verifying the subcontractor’s compliance with [O.C.G.A. 13-10-91](#). Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Clayton County Water Authority within five days of the subcontractor(s) presenting such affidavit(s) to the contractor.

EEV / Basic Pilot Program* User Identification Number
Enter the four to seven-digit number

Date of Authorization

Name of Contractor (Printed)

BY: Authorized Officer or Agent of Contractor (Signature)

Date

Printed Name of Contractor’s Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____
20____.

Notary Public

My Commission Expires

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with [O.C.G.A. 13-10-91](#), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____

_____ on behalf of the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract the federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions and deadlines established in [O.C.G.A. 13-10-91](#).

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with _____ on behalf of the Clayton County Water Authority, the subcontractor will only employ or contract with sub-subcontractor(s), who can present a similar affidavit verifying the sub-subcontractor's compliance with [O.C.G.A. 13-10-91](#). The undersigned further agrees that the Subcontractor will maintain records of such compliance and provide a copy of each such verification to the Contractor within five days of the sub-subcontractor(s) presenting such affidavit(s) to the Sub-contractor.

EEV / Basic Pilot Program* User Identification Number
Enter the four to seven-digit number

Date of Authorization

Name of Sub-contractor (Printed)

Authorized Officer or Agent of Sub-contractor (Signature)

Date

Name of Sub-contractor's Authorized Officer or Agent
(Printed)

Title of Authorized Officer or Agent of Sub-contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____
20____.

Notary Public

My Commission Expires

END OF SECTION

Division 2

Section 8 - Small Local Business Enterprises (SLBE) – General Information

8.1 Program Overview

Clayton County Water Authority (CCWA) implemented a Small Local Business Enterprise (SLBE) Program to promote full and open competition in all government procurement and purchasing.

The SLBE program provides an additional race-and gender-neutral tool for the Authority to use in its efforts to ensure that all segments of its local business community have a reasonable and significant opportunity to participate in Authority Solicitations.

SLBEs must perform a commercially useful function, which means performance of provision of real and actual services under the contract or subcontract with CCWA. Factors such as the nature and amount of the work subcontracted; whether the SLBE has the skill and expertise to perform the work for which it has been certified; whether the SLBE actually performs, manages or supervises the work; and whether the SLBE intends to purchase commodities and/or services from a non-SLBE and simply resell them will be considered in determining if the SLBE is performing a commercially useful function.

SLBE in CCWA refers to a locally based small business which meets the following criteria:

- Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed: (1) Construction Firms – \$18,250,000; (2) Professional Services Firms – \$5,500,000; (3) Architectural Firms – \$3,750,000; (4) Engineering Firms – \$7,500,000, and (5) Goods and Services – less than 250 employees.
- Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale, and Spalding for at least one year.
- **Note:** Complete CCWA SLBE Certification Requirements are listed on the Provisional and General Certification Applications; <https://www.ccwa.us>. To be considered a CCWA SLBE Certified Firm, the vendor shall complete the Certification Process by the solicitation submission deadline.

To encourage participation in contracting regardless of company size, the Authority provides bidders with Solicitation Incentives to ensure that small businesses maintain a competitive advantage in the Authority's solicitation process. The Authority's three Solicitation SLBE Incentives; Bid Discounts, Preference Points, and SLBE Goal utilization are determined on a solicitation-by-solicitation basis.

Division 2

Section 8 - Small Local Business Enterprises (SLBE) – General Information

8.2 SLBE Incentive Type

The purpose of this section is to communicate the use of an SLBE Incentive (Bid Discount or Preference Points) for Prime Contractors in the solicitation and provide instructions or requirements of the intended SLBE Incentive.

This solicitation offers the following SLBE Incentive: (Refer to check marked section.)

Bid Discount

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

The calculation of SLBE tiered bid discounts shall be as follows:

- 10% for SLBE's in Clayton County.
- 7.5% for SLBE's within the 10 counties: Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale, and Spalding.

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

Preference Points

RFP Preference Points are point incentives that are awarded on a basis that includes factors other than the lowest price and wherein responses that are submitted by CCWA SLBE Certified Firms are awarded additional points in the evaluation process in the scoring and ranking of proposals. The awarded points are disbursed for CCWA SLBE Certified Firms proposing as a Prime Contractor and located in Clayton County or the ten (10) counties outlined in Section 8.1. RFP Preference points will be added to the total score for evaluation purposes in determining the highest ranked responsible, responsive proposer.

The calculation of tiered RFP Preference Points in this solicitation for CCWA SLBE Certified Firms will be based on the following criteria:

- 10 Points for CCWA SLBE Firms in Clayton County.
- 7.5 Points for CCWA SLBE Firms within the 10 counties: Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale, and Spalding.

Division 2

Section 8 - Small Local Business Enterprises (SLBE) – General Information

<u>Example:</u>			
General proposal requirements		(POSSIBLE TOTAL 50 POINTS)	
Technical requirements		(POSSIBLE TOTAL 50 POINTS)	
SBLE Preference Points		(POSSIBLE TOTAL 10 POINTS)	
<u>SLBE Proposal</u>		<u>NON-SLBE Proposal</u>	
General Requirements	40	General Requirements	40
Technical Requirements	30	Technical Requirements	30
SLBE Preference Points –Clayton	10	No SLBE Preference	0
TOTAL POINTS	80	TOTAL POINTS	70

8.3 SLBE Conclusion

A bidder does not have to be a CCWA SLBE Certified Firm to participate in a solicitation where Bid Discounts or Preference Points Incentives are offered.

The use of Certified CCWA SLBE Firms as subcontractors will not establish eligibility to receive Bid Discounts or Preference Points. In the event of a tie between a CCWA SLBE Certified Firm and a non-CCWA SLBE Certified firm, the CCWA SLBE Certified Firm will be recommended for the contract.

By signing the solicitation, the bidder is certifying that he/she has complied with the requirements of this program. Contact the Small Business Procurement Coordinator at ccwa_slbe_program@ccwa.us for more information on becoming certified.

8.4 Solicitation SLBE Required Form(s)

For CCWA SLBE Certified Firms claiming a Bid Discount or Preference Points, a copy of their valid CCWA SLBE Certification Letter must be provided with their solicitation response.

END OF SECTION

Division 3

Contract Documents

Section 1: Master Service Agreement

This AGREEMENT is between _____ ("Service Provider"), and **CLAYTON COUNTY WATER AUTHORITY ("CCWA")** (hereinafter referred to collectively as the "Parties") for such Projects as may be identified in written Statements of Work executed by CCWA and Service Provider in accordance with the provisions of Paragraph 1.2 herein below. When used herein, the term, "Project" shall refer to and include any Project or Statement of Work so identified.

ARTICLE 1. SCOPE OF SERVICES

1.1.1 Services Provided

Service Provider is a _____ [insert type of company: for example, limited liability company or corporation, partnership.] organized and validly existing under the laws of the State of Georgia. CCWA from time to time may wish to engage Service Provider to provide work, direction of work, technical information, technical consulting, software programming and development, software maintenance and support services, graphic design, implementation, training, project planning, management and administration, and other related technical services (the "Services") on various Projects identified further in Statements of Work as provided in Paragraph 1.2 below.

1.1.2 Issuance of Statements of Work

CCWA may issue a Statement of Work for On-Demand Services in a form generally shown as the form attached hereto as Attachment "A" to this AGREEMENT. Each Statement of Work shall set forth in detail a specific description of all Services to be performed; a proposed schedule for providing such Services; the personnel assigned to that Statement of Work; the name of CCWA and Service Provider's Project Managers; the work location; the proposed basis for compensation to the Service Provider for such Services in accordance with provisions of Article 2 herein below; and any other terms and conditions as the parties may agree upon. Each Statement of Work shall also include confirmation of the insurance coverages required by this AGREEMENT. Each Statement of Work shall be executed by a duly authorized representative of Service Provider, and, upon execution by CCWA, the Statement of Work shall constitute an agreement by and between CCWA and Service Provider for the performance of the identified Services and for the payment for same. Each Statement of Work shall be numbered to facilitate identification.

Division 3

Contract Documents

Section 1: Master Service Agreement

1.2 Incorporation of Terms and Conditions of this Agreement

UNLESS OTHERWISE SPECIFICALLY SET FORTH IN WRITING IN A STATEMENT OF WORK, ALL TERMS AND CONDITIONS OF THIS AGREEMENT ARE INCORPORATED IN ALL LISTED STATEMENTS OF WORK OR ANY SUBSEQUENT STATEMENT OF WORK EXECUTED BY THE PARTIES BY REFERENCE AS IF RESTATED VERBATIM THEREIN. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF ANY STATEMENT OF WORK AND THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL CONTROL.

ARTICLE 2. COMPENSATION

For Services performed by Service Provider pursuant to a duly executed Statement of Work, CCWA shall pay Service Provider as follows:

- Such COST REIMBURSABLE – TIME COMPENSATION as set forth in the form attached hereto as Attachment “B”; OR
- Such LUMP SUM (Fixed Price) sum for completion of the Services as set forth in the form attached hereto as Attachment “B.”

In the event the Parties are unable to agree as to the appropriate method of compensation, Service Provider shall be compensated based upon COST REIMBURSABLE - TIME COMPENSATION as set forth in the attached Attachment "B." Unless otherwise agreed by the parties in writing, any labor utilized by Service Provider from any affiliated company of Service Provider shall be billed to CCWA in accordance with the terms and conditions of Attachment "B." Use of such labor from affiliated companies shall not change or diminish the duties or liabilities of Service Provider as set forth in this AGREEMENT.

ARTICLE 3. TERMS OF PAYMENT

CCWA will pay Service Provider as follows:

3.1 Invoices and Time of Payment

Service Provider will issue monthly invoices in conformity with all requirements of this AGREEMENT, the Statements of Work, and Attachment “B.” Such invoices shall be supported by such documentation and other data as CCWA may require. Properly submitted invoices are due and payable within 30 days of receipt.

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Contract Documents

Section 1: Master Service Agreement

3.2 Interest

3.2.1 In the event of a disputed billing, the disputed portion may be withheld from payment, and CCWA shall pay any undisputed portion. CCWA will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

3.2.2 If CCWA fails to make payment in full within 30 calendar days of the date due for any undisputed billing, Service Provider shall notify CCWA in writing of CCWA's delinquency. If CCWA has not remedied this delinquency by the 30th calendar day after receiving that initial notice from Service Provider, then Service Provider may, after giving another 7 days' advance written notice to CCWA, suspend Services under this AGREEMENT until it is paid in full for any such billing, including interest. In the event of suspension of Services on account of non-payment, Service Provider will have no liability to CCWA for delays or damages caused because of such suspension.

ARTICLE 4. OBLIGATIONS OF SERVICE PROVIDER

4.1 Maintenance Obligations of Service Provider

4.1.1 Basic System Support: Service Provider will receive and track problems from CCWA via telephone, email, or onsite visits. Service Provider will use commercially reasonable efforts to provide CCWA with support services related to the Services (or any hardware, software, program, or other product provided to or designed for CCWA by Service Provider as a part of said Services) consisting of telephone assistance, email, remote access (for example VPN or WebEx.), and access twenty-four hours a day, seven days a week, hereinafter referred to as the "Principal Period of Maintenance" (PPM).

4.1.2 Malfunction Correction: Correction of a malfunction with Services (or any hardware, software, program, or other product provided to or designed for CCWA by Service Provider as a part of said Services) at Service Provider's sole discretion, consists of any of the following: (i) updates to Services that may incorporate corrections of any substantial defects, fixes of any minor bugs, and enhancements to Services, (ii) a modification to the instructions or procedures for using Services, (iii) other remedial action that may be reasonable and equitable to both parties.

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Contract Documents

Section 1: Master Service Agreement

4.1.3 Telephone Support: During the PPM, Service Provider shall respond to telephonic questions from CCWA's personnel regarding product operation.

4.1.4 Remote Support: Service Provider requires that a remote connection configured in conjunction with a mutually agreed upon remote control software be provided and maintained for remote support of the system.

4.1.5 On-site Support: On-site support may be provided as part of the AGREEMENT if, after exhausting all other reasonable methods of diagnostics, Service Provider deems that a site visit is necessary to facilitate a mutual resolution of a documented system malfunction.

4.1.6 Support not included: Problems with the Services (or any hardware, software, program, or other product provided to or designed for CCWA by Service Provider as a part of said Services) caused by CCWA's negligence, abuse or misapplication, or by any use other than as is specified in the applicable user documentation, or other causes beyond the control of Service Provider, may not be addressed or corrected by Service Provider.

4.2 Service Provider's Insurance

The insurance coverage and limits identified in this AGREEMENT are minimums. The coverage and limits will be reviewed and confirmed or amended by the insurance requirements specified in each "Statement of Work." Service Provider will maintain throughout this AGREEMENT the following insurance:

4.2.1 Workers' compensation as required by the State (Statutory) where the work is performed and Employers Liability in the amount of one million (\$1,000,000) Each Per Accident, Per Disease Each Employee and Per Disease Policy Limit. Service Provider shall also indemnify and hold CCWA harmless for any such liability that may attach to CCWA as a "statutory employer" of any of Service Provider's employees, agents or subcontractors. "An Alternate Employer Endorsement" naming the CCWA as a protected Alternate Employer will be added to the Workers' Compensation policy.

4.2.2 Automobile Liability insurance covering claims for injuries to persons and/or property arising from the use of motor vehicles, including onsite and offsite operations, owned, non-owned or hired vehicles, with \$1,000,000.00 Combined Single Limit.

Division 3

Contract Documents

Section 1: Master Service Agreement

4.2.3 Commercial General Liability, Occurrence Form, including Contractual Liability, per Project General Aggregate Limit of Liability, CCWA is added as an Additional Insured using ISO Form CG 20-10 extended to include Products/Completed Operations, or an equivalent Blanket Additional Insured endorsement, either form must be acceptable to CCWA. The coverage is primary as to the work of the Service Provider for CCWA and includes separation of insureds (cross liability). Additional Insured status will be certified to CCWA for a period of two (2) years following completion of the Project. The General Liability shall cover claims for or to persons or damage to property arising out of any covered negligent act or omission of Service Provider or of any of its employees, agents, or subcontractors.

The limits of coverage shall be:

\$ 1,000,000	Per Occurrence
\$ 1,000,000	Personal or Advertising Injury
\$ 1,000,000	Fire Damage
\$ 5,000	Medical Payments
\$ 1,000,000	General Aggregate
\$ 1,000,000	Products/Completed Operations Occurrence and Aggregate

In the alternative, the Service Provider may substitute claims made policy in the same amounts and for the same coverages, provided that it has full prior acts coverage and a two (2) year Extended Reporting Period included in the current policy.

4.2.4 Professional liability insurance to include coverage for CCWA and all Subs, Professional and Design Consultants, with a minimum annual policy limit of \$5,000,000 per claim and in the aggregate. CCWA may increase the limit requirements where in the opinion of CCWA such increase is desired. The policy shall contain a two (2) year Extended Reporting Period, or the Service Provider will furnish CCWA evidence of continuing coverage for that same period of time after completion. The Retro-active date under the policy will predate any work for CCWA. Sixty (60) days prior written notice of cancellation or non-renewal shall be given to CCWA in the event of termination or non-renewal. CCWA may elect to obtain a PROJECT or CCWA's policy on a primary or excess basis. The Service Provider will amend their PRACTICE policy to provide primary or excess coverage to increase the combined limits of coverage. Deductibles included in the policies will be the responsibility of the Service Provider.

Division 3

Contract Documents

Section 1: Master Service Agreement

4.2.5 Service Provider will furnish a Certificate of Insurance to CCWA for: (1) Workers' Compensation/Employers Liability; (2) Automobile Liability; (3) Commercial General liability; and (4) Professional Liability. The certificates will include a copy of the endorsement on each policy, which requires written notice to CCWA in the event of termination or non-renewal of at least sixty (60) days.

The certificates for the Commercial General Liability will also include a copy of the endorsement naming CCWA as an Additional Insured, providing primary coverage for Operations and Products/Completed Operations.

4.2.6 Waiver of Subrogation - Service Provider waives subrogation against CCWA as to Workers' Compensation including Employment Practices Liability, Automobile and Commercial General Liability Policies.

4.2.7 Each and every policy required by this contract shall be with a company that is rated by Best as A- or better. Further, CCWA shall not be responsible for any deductibles established by such policies.

4.3 Status Reports; Status Meetings

4.3.1 Unless otherwise agreed to by the parties hereto, Service Provider shall submit to CCWA's designee every week, or at such other convenient intervals as Service Provider and CCWA may determine during the term of each Statement of Work, written status reports describing Service Provider's activities and accomplishments during the preceding report period.

The status reports will include the following:

- a. Current status and progress since last report.
- b. Identification of actual and anticipated problem areas.
- c. Planned activities for the succeeding report period.

4.3.2 If CCWA so requests, Service Provider shall hold status meetings with CCWA's management to review the status of Service Provider's activities. Such meetings will be conducted at such locations as are mutually agreed to by CCWA and Service Provider.

Division 3

Contract Documents

Section 1: Master Service Agreement

ARTICLE 5. OBLIGATIONS OF CCWA

5.1 System Matters

5.1.1 CCWA understands and agrees that proper operation of systems is dependent on their having a properly configured computer and operating system, a compatible data/image format conforming to commonly accepted industry standards, properly connected and compatible input cables, and adherence to minimum system configurations.

5.1.2 CCWA agrees to ensure that they perform regular system backups.

5.1.3 Subject to CCWA's reasonable security requirements, CCWA agrees to provide Service Provider with access to and use of all information and system facilities, including user IDs and passwords, as reasonably determined necessary by Service Provider to provide timely support pursuant to the terms herein.

5.1.4 Existing Hardware/Software must be in good working condition on the commencement date of Service Provider and throughout the coverage period.

5.2 Working Space

Unless otherwise agreed in a particular Statement of Work, CCWA is solely responsible for obtaining and maintaining computer equipment and facilities which are adequate for its data processing needs and for the Services and programs to be provided by Service Provider. CCWA will provide Service Provider's personnel with computer system time and facilities including, but not limited to: CCWA or time-shared data processing facilities, service bureau facilities, data preparation services, workspace, desks, and incidental supplies on a "no cost to Service Provider" basis. CCWA shall provide heat, light, ventilation, telephone, and electric current outlets for use by Service Provider's personnel during maintenance and other activities related. These facilities shall be within a reasonable distance of each product to be serviced. CCWA will also make employees with knowledge relevant to Service Provider's Services available to Service Provider and will cooperate with Service Provider in its rendition of Services hereunder.

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Contract Documents

Section 1: Master Service Agreement

5.3 Prompt Notice

CCWA will give prompt written notice to Service Provider whenever CCWA observes or becomes aware of any development that affects the scope or timing of Service Provider's Services, or of any defect in the work of Service Provider or its authorized contractors. CCWA shall have no affirmative duty to examine Service Provider's delivery of services for the purposes of observing or becoming aware of such developments or defects.

5.4 CCWA's Insurance

5.4.1 CCWA will maintain property insurance on all pre-existing physical facilities associated in any way with the Project.

5.4.2 CCWA shall be responsible for purchasing and maintaining CCWA'S usual liability insurance, if any.

5.5 Litigation Assistance

The Scope of Services does not include costs of Service Provider for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CCWA unless any litigation or claim concerns the adequacy or fitness of any work product furnished, or services performed, by Service Provider in which event Service Provider will provide at its own cost and expense such assistance as may be necessary to defend any such litigation or claim. All other such Services required or requested of Service Provider by CCWA, except for suits or claims between the parties to this AGREEMENT and except as provided hereinabove, will be reimbursed as mutually agreed.

5.6 Changes

CCWA may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect Service Provider's cost of or time required for performance of the Services, an equitable adjustment will be made through an amendment to this AGREEMENT. If the parties are unable to agree with respect to any compensation due Service Provider for any extra work ordered by CCWA, Service Provider shall be paid in accordance with the COST REIMBURSABLE-PER DIEM (TIME AND EXPENSE) as set forth in Attachment "B."

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Contract Documents

Section 1: Master Service Agreement

ARTICLE 6. PERSONNEL

6.1 CCWA and Service Provider will designate for each Statement of Work one qualified member of its staff who will operate as the main interface between CCWA and Service Provider for that Statement of Work. CCWA's designee shall have authority to act on CCWA's behalf in respect of such Statement of Work and will provide information and answer any questions concerning the Services to be performed by Service Provider personnel as contemplated by such Statement of Work.

6.2 CCWA shall have the right to interview and otherwise evaluate all Service Provider personnel assigned to perform Services under any Statement of Work and to accept or reject any individual(s) based upon the experience of the individual(s). CCWA shall have the right to require Service Provider to submit to CCWA's standard drug testing at CCWA's expense prior to employment if the term of the Statement of Work exceeds thirty (30) days. In the event that any of the Service Provider's personnel performing Services under any Statement of Work are found to be unacceptable to CCWA for cause, including, but not limited to, a reasonable belief that he or she is not qualified to perform or is not performing the Services as required in the Statement of Work, CCWA shall notify Service Provider of such fact in writing, setting forth such cause. Service Provider shall immediately remove said employee from performing Services under the Statement of Work and, if requested by CCWA, shall immediately provide a qualified replacement. CCWA is the sole judge as to performance capability but shall exercise its discretion reasonably.

6.3 Service Provider agrees to use its best efforts to insure the continuity of Service Provider personnel assigned to perform Services under any Statement of Work. Service Provider will not remove any of its personnel from work under a particular Statement of Work without CCWA's consent. In the event that any of Service Provider's personnel are removed before completion of Services under a Statement of Work, Service Provider shall immediately supply a replacement acceptable to CCWA. The fees to be paid by CCWA under this AGREEMENT shall be adjusted so that CCWA is not charged for any duplicative Services incurred because of the change.

6.4 The assignment of additional personnel to work pursuant to a Statement of Work hereunder shall be made by mutual written agreement between the Parties and shall in no way alter or cancel any other applicable terms and conditions of this AGREEMENT.

Division 3

Contract Documents

Section 1: Master Service Agreement

6.5 Service Provider, in performance of this AGREEMENT and the Statements of Work contemplated hereby, is acting as an independent contractor. Any personnel to be supplied by Service Provider hereunder are not CCWA employees or agents. Service Provider shall be solely responsible for the payment of compensation of Service Provider personnel assigned to perform Services hereunder, and such personnel shall be informed that they are not entitled to the provisions of any CCWA employee benefits. CCWA shall not be responsible for payment of workmen`s compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding, income, or other similar taxes or social security for Service Provider personnel, but such responsibility shall be solely that of Service Provider. Service Provider shall indemnify and defend CCWA from any and all claims made and costs and expenses incurred (including reasonable attorneys' fees) on account of or otherwise related to any of Service Provider's obligations under this Section.

6.6 Service Provider's personnel will be instructed in and shall comply with CCWA's security regulations applicable to each location. Service Provider's personnel, when deemed appropriate by CCWA, will be issued visitor identification cards and each such card will be surrendered by Service Provider's personnel upon demand by CCWA or upon termination of this AGREEMENT and/or the applicable Statement of Work pursuant to which Services are being performed.

ARTICLE 7. ACCEPTANCE OF SERVICES AND WARRANTY

7.1 Acceptance of Services

All Services and Work Product (as defined in Section 7.2 below) completed by Service Provider shall be delivered to CCWA and subject to CCWA's review and approval. CCWA must review and accept or reject Services and Work Product within 90 days of the date on which said Services or Work Product are delivered to CCWA. If such Services or Work Product do not comply with the requirements of the AGREEMENT and are rejected by CCWA, CCWA must notify Service Provider in writing of its rejection within this 90 day period. Upon receiving notification of the rejection of its Services or Work Product, Service Provider must correct the deficiencies in its Services or Work Product within 30 days (or such other reasonable timeframe as is agreed upon in writing by both parties) of receiving notice of the rejection from CCWA at no additional cost to CCWA. Unless otherwise agreed to by express written statement in agreement, CCWA's review and approval of Services and Work Product provided by Service Provider shall in no way or

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Contract Documents

Section 1: Master Service Agreement

manner be deemed to relieve or lessen Service Provider's responsibility under the AGREEMENT for the professional quality, technical accuracy, and completeness of such Services or Work Product, nor shall CCWA's failure to so review the Services or Work Product impair CCWA's right to reject or revoke its acceptance of nonconforming Services or Work Product, or to avail itself of any other remedies to which CCWA may be entitled.

7.2 Intellectual Property Rights

Under the AGREEMENT, title to and ownership of all computer software, programming code and associated documentation prepared or created by Service Provider pursuant to any Statement of Work ("Work Product"), including without limitation all copyrights or patent rights, licenses or other intellectual property rights therein (including derivative works), shall unless specifically agreed otherwise, be considered a work for hire and ownership shall be vested in CCWA. Service Provider shall assign right, title, and interest in the foregoing to CCWA, and further agrees to execute, at CCWA's request and expense, all documentation necessary to perfect title therein in CCWA. Service Provider agrees to assist CCWA, at CCWA's request and expense, in every reasonable way, in obtaining, maintaining, and enforcing patent and other intellectual property protection on the subject matter covered by this clause. If the AGREEMENT provides CCWA the right to terminate for Service Provider's default or otherwise, CCWA shall be entitled to the ownership of all Work Product even if not fully completed at the time of termination. Upon any such termination, Service Provider shall be required to transfer all right, title and interest in all such work-in-progress to CCWA. If CCWA enters into an agreement in which the parties hereto agree that the Work Product is not work for hire and Service Provider is to retain all ownership interest therein, then Service Provider shall grant to CCWA and its affiliates at a minimum and as part of Service Provider's compensation pursuant to Article 2 above, a fully paid-up, transferable, nonexclusive license to use (and copy for archival purposes) all Work Product. In the event that the source code for any computer program is not provided as part of the Work Product, then at CCWA's request the Service Provider shall commit to escrow the source code for CCWA's use in the event Service Provider ceases to support and maintain the software.

7.3 Final Acceptance

Final acceptance of the Services and Work Product for purposes of the AGREEMENT shall be the date upon which CCWA confirms that all Services and Work Product have been completed and tested and function in accordance with the terms of the AGREEMENT ("Final Acceptance").

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7.4 Standard of Care and Warranty

Service Provider warrants for the period of time set forth in the Statement of Work from the date of Final Acceptance that Services will conform substantially to the professional and technical standards of the industry of which Service Provider is a part. If Services do not substantially conform to these standards, CCWA may require Service Provider to re-perform Services. Service Provider shall be required to remedy any defects in the warranties provided without additional compensation. Service Provider shall correct defects, errors or other nonconformities by, among other things, making additions, modifications or adjustments to the software as may be necessary to keep the software in operating order in conformity with the warranties provided.

ARTICLE 8. DISPUTE PROCESS

The procedures specified herein shall be the sole and exclusive procedures for the resolution of general and billing disputes between the Parties arising out of or relating to this AGREEMENT. The Parties will participate in good faith in the procedures specified herein.

8.1 General

- 8.1.1** The procedures specified herein shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this AGREEMENT. The Parties will participate in good faith in the procedures specified in this Section.
- 8.1.2** All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The Parties will take such action, if any, required to effectuate such tolling.
- 8.1.3** In the event of any dispute under this AGREEMENT which cannot be readily resolved, it shall be referred to the appropriate executives of the Parties for negotiation and resolution as described below.
- 8.1.4** If the dispute has not been resolved by negotiation or mediation as provided herein within sixty (60) days of the initiation of such mediation procedure, either party may initiate litigation upon ten (10) days' written notice to the other party; provided, however, that if CCWA or Service Provider has

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requested the other to participate in a nonbinding procedure, as provided for under this Section, and the other has failed to participate, the requesting party may initiate litigation before expiration of the above period.

8.2 Disputes

8.2.1 Disputes, as defined herein and under the AGREEMENT, include disagreements, claims, counterclaims, matters in question, and differences of opinion between the Parties, regarding the Services and/or Work Product and modifications or changes to the Services and/or Work Product. Disputes may involve interpretation of the AGREEMENT, acceptability of the Services and/or Work Product, costs and/or time for performance.

8.2.2 Disputes may also involve other subjects as mutually agreed by the Parties.

8.3 Payment Disputes

8.3.1 If a dispute arises between the Parties, the dispute shall be submitted to an appropriate panel assembled by the General Manager of the CCWA no later than forty-five (45) days after receipt of the disputed payment. CCWA shall render a final decision on the disputed payment within sixty (60) days after receipt of the invoice.

8.3.2 If the dispute is decided in favor of CCWA, interest shall begin to accrue fifteen (15) days after the decision is announced.

8.3.3 If the dispute is decided in favor of Service Provider, interest shall accrue as of the original date the payment became due.

8.3.4 The panel's final decision can be taken as a contract dispute through the process outlined below.

8.4 Step Negotiations

Either CCWA or Service Provider may give the other party written notice of any dispute not resolved in the normal course of business. Executives, Directors, or Managers of both Parties at levels one step above the project personnel who have not previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice and thereafter as often as they reasonably deem

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necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved by these persons within thirty (30) days of the disputing party's notice, or if the Parties fail to meet within ten (10) days, the dispute shall be referred to senior executives of both Parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to senior executives, or if no meeting of senior executives has taken place within fifteen (15) days after such referral, either CCWA or Service Provider may initiate mediation as provided hereinafter. All negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

8.5 Mediation

8.5.1 If the dispute has not been resolved by negotiation as provided herein, the Parties shall endeavor to settle the dispute by mediation. CCWA or Service Provider may initiate a mediation proceeding by a request in writing to the other party. Thereupon, both Parties will be obligated to engage in mediation. The proceeding will be conducted in accordance with the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Dispute or other mutually agreed upon procedures, with the following exceptions:

- a. If the Parties have not agreed within thirty (30) days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either CCWA or Service Provider, shall appoint a member of the CPR Panel of Neutrals as the mediator; and
- b. Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: a) a written settlement is reached, or b) the mediator concludes and informs the Parties in writing that further efforts would not be useful, or c) the Parties agree in writing that an impasse has been reached. Neither CCWA nor Service Provider may withdraw before the conclusion of the proceedings.

8.5.2 The Parties regard the aforesaid obligation to mediate as an essential provision of this AGREEMENT and one that is legally binding on them. In case of a violation of such obligation by either party, the other may bring an action to seek enforcement of such obligation in the Superior Court of Clayton County, Georgia.

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8.6 Litigation

8.6.1 If the dispute has not been resolved by negotiation or mediation as provided herein within sixty (60) days of the initiation of such mediation procedure, either CCWA or Service Provider may initiate litigation upon ten (10) days written notice to the other party; provided, however, that if CCWA or Service Provider has requested the other party to participate in a nonbinding procedure, as provided for under this Section, and the other has failed to participate, the requesting party may initiate litigation before expiration of the above period.

8.6.2 All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The Parties will take such action, if any, required to effectuate such tolling.

8.6.3 Claims, counterclaim, disputes, and other matters in question between CCWA and Service Provider that are not resolved will be decided in the Superior Court of Clayton County, Georgia, which shall have exclusive jurisdiction and venue over all matters in question between CCWA and Service Provider.

ARTICLE 9. GENERAL LEGAL PROVISIONS

9.1 Authorization to Proceed

Execution of this AGREEMENT by CCWA, and execution by CCWA of each applicable Statement of Work, will be authorization for Service Provider to proceed with the work, unless otherwise provided for in writing.

9.2 Force Majeure

Service Provider is not responsible for damages or delay in performance caused by Acts of God, strikes, lockouts, accidents, or other events beyond the control of Service Provider. In any such event, Service Provider's contract price and schedule shall be equitably adjusted if applicable.

9.3 Termination

9.3.1 This AGREEMENT, **or** any discrete Statement of Work arising here from, may be terminated without cause for convenience on 30 calendar days' written notice from either party. This AGREEMENT, or any discrete Statement of Work arising here from, may be terminated for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 calendar days of

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written notice and diligently complete the correction thereafter (except as modified by the provisions of Section 3.2).

9.3.2 Upon termination for convenience, Service Provider will be paid for all authorized services performed up to the termination date.

9.4 Suspension, Delay, or Interruption of Work

CCWA may suspend, delay, or interrupt the Services of Service Provider for the convenience of CCWA. In such event, Service Provider's contract price and schedule shall be equitably adjusted if appropriate.

9.5 No Third-Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CCWA and Service Provider and has no third party beneficiaries.

9.6 Indemnification

9.6.1 Service Provider agrees to indemnify CCWA for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for delay, property damage or bodily injury, including death, or other losses, to the extent caused by the breach of the Service Provider's duties hereunder or by the negligence or willful misconduct of Service Provider, Service Provider's employees, affiliated corporations, and subcontractors in connection with the Services performed under Statements of Work issued hereunder.

9.6.2 CCWA agrees to indemnify Service Provider from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CCWA, or its employees or contractors in connection with the Services performed under Statements of Work issued hereunder.

9.6.3 Service Provider agrees and acknowledges that it is fully and completely liable and responsible to CCWA for the performance of its consultants, subcontractors, employees, agents, representatives, and others under contract with Service Provider, or hired by Service Provider, in connection with any services performed for CCWA.

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9.7 Assignment

This is a personal services agreement. Service Provider shall not have the power to nor will it assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of CCWA. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

9.8 Jurisdiction

The substantive law of the State of Georgia shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

9.9 Severability and Survival

9.9.1 If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

9.9.2 The indemnities and other express representations shall survive termination of this AGREEMENT for any cause.

9.10 Development and Confidentiality

9.10.1 Under this AGREEMENT, Service Provider may develop programs, hardware, and/or software that are of a confidential nature in performing the work authorized by Statements of Work. CCWA may use products developed pursuant to the work authorized by the Statements of Work for its internal business use. CCWA may also make copies and integrate these products into other programs for its internal business use. CCWA's alteration and use of any products shall be at CCWA's sole risk.

9.10.2 Confidential information under this provision shall mean all information disclosed by either party assigned hereunder, which relates to past, present and future research, development, and business activities except such information as is previously known to or is publicly disclosed to either prior to or subsequent to this AGREEMENT. The Parties shall hold all such information in trust and confidence, except as may be authorized by either party in writing to support this obligation of confidence. Service Provider entrusts the confidentiality in the interest of the CCWA.

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9.10.3 Notwithstanding any other provision set forth herein, information subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq., or subject to disclosure under any other law or order of court, shall not be deemed confidential for purposes of this AGREEMENT.

9.11 Duration of Contract

9.11.1 The AGREEMENT shall terminate absolutely and without further obligation on the part of the CCWA on _____, _____.

9.11.2 The AGREEMENT may be renewed by mutual agreement of CCWA and Service Provider upon the execution of a written amendment hereto. Said amendment shall establish a new date for termination. The parties recognize that substantial changes in the economy of the nation may occur during the initial term of this Agreement and during each succeeding renewal period. Accordingly, the parties agree that the prices stipulated in the Cost Proposal Form ("Contract Price") may be adjusted on each succeeding renewal date of this Agreement in accordance with the Consumer Price Index (All Items, All Urban Consumers, 1982-1984=100), as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI") for the calendar month preceding the month during which the renewal date falls, to the extent of change in the index as compared with the index number for the month of the commencement of this Agreement. Notwithstanding anything to the contrary herein, cost-plus pricing shall not be eligible for renewal adjustments.

9.11.3 Notwithstanding Sections 9.11.1 and 9.11.2, the AGREEMENT shall terminate immediately and absolutely at such time as appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of the CCWA under the AGREEMENT.

9.12 Title to Supplies

If applicable, title to any supplies, materials, equipment, or other personal property acquired by Service Provider to carry out the Services shall remain with the Service Provider until fully paid for by the CCWA.

ARTICLE 10. ATTACHMENTS, SCHEDULES AND SIGNATURES

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT between the Parties, and supersedes all prior written or oral understandings

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between the Parties, and may only be changed by a written amendment executed by both Parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

- Attachment A - Scope of Services form.
- Attachment B - COST REIMBURSABLE-TIME or LUMP SUM (FIXED PRICE) Compensation provisions.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

IN WITNESS WHEREOF, the parties execute below:

CLAYTON COUNTY WATER AUTHORITY

SERVICE PROVIDER

By: _____
Name: H. BERNARD FRANKS
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Name: _____
Title: _____
Date: _____

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ATTACHMENT A

Statement of Work No. _____

This attachment is to the AGREEMENT between _____, ("Service Provider"), and CLAYTON COUNTY WATER AUTHORITY ("CCWA"), for a PROJECT generally described as: (insert SOW title here) s executed on the _____ day of _____, 20_____. All terms and conditions of said AGREEMENT are incorporated herein by reference.

The purpose of this Statement of Work is as follows:

ARTICLE 1. SCOPE OF SERVICES

Service Provider agrees to furnish CCWA the following specific services:

ARTICLE 2. COMPENSATION

Compensation by CCWA to Service Provider will be as follows:

Compensation for the Scope of Services outlined in Article 1 shall be in accordance with the terms specified in this Attachment; or Compensation provisions shall be in accordance with the Cost Reimbursable - Time method or Lump Sum (Fixed Price) method described in Attachment B to the AGREEMENT.

Pursuant to the Budget Provisions of Attachment B to the AGREEMENT, Service Provider estimates the total budget for completion of the Services described in this Statement of Work to be: _____

ARTICLE 3. INSURANCE

The insurance coverages required for this "Statement of Work" are shown on the attached insurance exhibit.

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ARTICLE 4. WARRANTIES

Except as provided in this Article, there are no express or implied warranties, including implied warranties of merchantability and fitness for a particular purpose respecting this AGREEMENT, Service Provider's Services or any software developed by Service Provider during the course of its performance under this AGREEMENT or any Statement of Work except for the following:

Service Provider warrants that it is in compliance with applicable federal and state statutes, regulations and executive orders relating to Equal Employment Opportunity and Affirmative Action, and that the Services and Work Product to be provided hereunder will be performed in a professional manner according to generally accepted standards and practices.

Service Provider shall be required to warrant that the Services and Work Product, on the date of Final Acceptance and for a period of a minimum of ninety (90) days thereafter, shall be:

- free from programming errors and shall conform to the requirements set forth in this Statement of Work by CCWA; and
- free from intentional viruses or other intentional programming defects.

Prohibited "intentional programming defects" shall be deemed to include, but are not limited to, features such as "backdoor shutdown mechanisms," "time bombs," "automatic unauthorized connection to outside systems" programming that responds to or provides information to outside systems, "pinging" and features that can "retire," "shut down," "cripple" or "stop" the software.

Service Provider shall be required to remedy any defects in the warranties provided without additional compensation. Service Provider shall correct defects, errors, or other nonconformities by, among other things, making additions, modifications or adjustments to the software as may be necessary to keep the software in operating order in conformity with the warranties provided.

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PROJECT MANAGERS

CCWA: _____

Service Provider: _____

SERVICE PROVIDER PERSONNEL

OTHER PROVISIONS

The following provisions shall apply to this Statement of Work:

This Statement of Work will become a part of the referenced AGREEMENT when executed by CCWA and Service Provider.

SIGNATURES ON NEXT PAGE

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This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

IN WITNESS WHEREOF, the parties execute below:

CLAYTON COUNTY WATER AUTHORITY

SERVICE PROVIDER

By: _____
Name: H. BERNARD FRANKS
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Name: _____
Title: _____
Date: _____

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ATTACHMENT B — COMPENSATION

This attachment is to the AGREEMENT between _____, ("Service Provider"), and CLAYTON COUNTY WATER AUTHORITY ("CCWA"), for a PROJECT generally described as: [insert SOW title here] as executed on the ____ day of _____, 20____. All terms and conditions of said AGREEMENT and STATEMENT OF WORK are incorporated herein by reference.

The purpose of this Attachment is to define the manner of compensation of Service Provider by CCWA regarding the above-mentioned Project.

ARTICLE I. COST REIMBURSABLE - TIME COMPENSATION

Under the Cost Reimbursable-Time Compensation method, payment by CCWA to Service Provider will be as follows:

A. COST REIMBURSABLE-TIME

For Services enumerated in ARTICLE 1, Service Provider shall be paid Service Provider's Hourly Rates as listed below include Direct Expenses if Service Provider is not paid a Fixed Price (see Section B below). There shall be no service charge due on sales and use taxes.

Service Provider's Hourly Rates, for each employee category, will be the rates in effect as the time that each Statement of Work was executed and dated as shown on Attachment A to the AGREEMENT. Generally speaking, compensation schedules will have the following format:

Position Title	Hourly Rate

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B. LUMP SUM (FIXED PRICE) PAYMENT

In the event CCWA and Service Provider determine not to compensate Service Provider pursuant to the Cost Reimbursable-Time structure described in Section A above, Service Provider shall be paid a Lump Sum Fixed Price by CCWA. The Fixed Price sum shall be considered the total and complete payment for all Services and Work Product rendered by Service Provider pursuant to the Statement of Work from the date said Statement of Work was executed and dated, as shown on Attachment A to the AGREEMENT, through the date of Final Acceptance. There shall be no service charge due on sales and use taxes.

Service Providers' Lump Sum Fixed Price sum shall be as follows:

C. BUDGET

A budgetary amount, excluding taxes, will be established in the Statement of Work for Services in ARTICLE 1. Service Provider will make reasonable efforts to complete the work within the budget and will keep CCWA informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

Service Provider is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CCWA obligated to pay Service Provider beyond these limits.

When any budget has been increased, Service Provider's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase provided Service Provider provides written notice to CCWA of such excess costs prior to any approved increase.

D. HOURLY RATES

Hourly rates will be the rate(s) charged for work performed on the project by Service Provider's employees of the indicated classifications. These rates are subject to annual calendar year adjustments by agreement of CCWA and Service Provider, including but not limited to all allowances for salary, travel, overheads, and fee.

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This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

IN WITNESS WHEREOF, the parties execute below:

CLAYTON COUNTY WATER AUTHORITY

SERVICE PROVIDER

By: _____
Name: H. BERNARD FRANKS
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Name: _____
Title: _____
Date: _____

END OF SECTION

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Contract Forms

Section 4: Non-Collusion Certificate

STATE OF _____, COUNTY OF _____

Personally appeared before the undersigned officer duly authorized by law to administer

Oaths _____

who, after being first duly sworn, depose and say that they are all the officers, agents, persons or employees who have acted for or represented _____

_____ in proposing or procuring the Contract with the Clayton County Water Authority on the following Project: **JDE EOne Managed Services**, and that said

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

ATTEST: _____ By: _____
Company Name of Proposer

By: _____ By: _____
Name Name

Title: _____ Title: _____

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

Notary Public: _____

My Commission expires: _____

END OF SECTION

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Contract Forms

Section 5: Certification of Absence of Conflict of Interest

CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST

(O.C.G.A. § 36-80-28)

The undersigned Contractor, who is entering into a contract or arrangement with the Clayton County Water Authority (CCWA), by signing below acknowledges and certifies to follow the requirements below:

- (1) Contractor shall avoid any appearance of impropriety and shall follow all of CCWA's policies and procedures related to the project.
- (2) Contractor discloses below any material transaction or relationship currently known to Contractor that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Contractor, Contractor's employees, agents or subsidiaries. (Include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):

- (3) Contractor shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.
- (4) Contractor acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to CCWA entitling CCWA to seek injunctive relief in addition to all other legal remedies.

NAME OF CONTRACTOR

Name of Contractor's Authorized Official

Signature of Contractor's Authorized Official

DATE

END OF SECTION

ATTACHMENT A

W-9 Form

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
-				-					
or									
Employer identification number									
-									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT B
Vendor Information Form



CLAYTON COUNTY WATER AUTHORITY

FINANCE DEPARTMENT

1600 BATTLE CREEK ROAD | MORROW, GEORGIA 30260

Phone: (770) 960-5880 | Web Site: www.ccwa.us

VENDOR INFORMATION FORM

Purpose of this Form: The *Vendor Information Form* is used by the Clayton County Water Authority (CCWA) to add Vendors/Suppliers to its financial database system and add business designations when applicable.

Important Note: What name will appear on the Invoice? Invoice name shall be reflected on the *Vendor Information Form* and match the *W-9 Form*.

PURCHASING DATA			
NIGP CODE(s):		CCWA REQUESTING DEPARTMENT CONTACT:	
VENDOR INFORMATION			
VENDOR NAME:			
PRINCIPAL CONTACT:		EMAIL ADDRESS:	PHONE NO.
MAILING ADDRESS		REMIT TO ADDRESS	
Street		Street	
City		City	
State	Zip Code	State	Zip Code
PAYMENT REMITTANCE INFORMATION			
PAYMENT TERMS: <input type="checkbox"/> NET 30		PAYMENT TYPE: <input type="checkbox"/> PAPER CHECK <input type="checkbox"/> ACH PAYMENT <i>(If selected, ACH Authorization Form will be e-mailed to the awarded vendor).</i>	
BUSINESS CLASSIFICATION			
<input type="checkbox"/> CCWA SLBE	<input type="checkbox"/> WBE	<input type="checkbox"/> MBE	<input type="checkbox"/> DBE
<input type="checkbox"/> Other SBE		<input type="checkbox"/> Veteran-Owned Business	

FOR OFFICE USE ONLY: CCWA Procurement & Contract Specialist shall e-mail the awarded vendor's *Vendor Information Form* and *W-9 Form* to ccwa_newvendorrequest@ccwa.us.

ATTACHMENT C

Packaging Labels

PROPOSAL PACKAGE LABEL

Please use the label below to properly mark your proposal package, which will help route it to the proper location timely.



DELIVER TO: CLAYTON COUNTY WATER AUTHORITY
1600 Battle Creek Road
Morrow, GA 30260
Attention: PROCUREMENT



JDE EOne Managed Services

RFP # 2024-IT-14

Due Date and Time: Thursday, May 30, 2024 at 2:00 p.m. local time

VENDOR NAME: _____

Address: _____

City, State, Zip: _____

GA Utility License No: _____

(if applicable)

COST PROPOSAL LABEL

Please use the label provided below to properly mark your Cost Proposal envelope.



DELIVER TO: CLAYTON COUNTY WATER AUTHORITY
1600 Battle Creek Road
Morrow, GA 30260
Attention: PROCUREMENT



JDE EOne Managed Services

RFP # 2024-IT-14 – COST PROPOSAL

Due Date and Time: Thursday, May 30, 2024 at 2:00 p.m. local time

VENDOR NAME: _____

Address: _____

City, State, Zip: _____

GA Utility License No: _____

(if applicable)

ADDENDA