



REQUEST FOR PROPOSAL
ARC FLASH ANALYSIS AND LABELING

Proposal Number 2025-GS-02

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

SCHEDULE OF EVENTS	DATE
Mandatory Site visits A Mandatory Site Visit will be hosted by our staff and responsible person(s). See Division 1, Section 1 for locations.	March 13, 2025 starting at 8:30 a.m. and March 14, 2025 starting at 8:30 a.m.
Deadline for Questions Questions must be submitted online through the Bonfire Portal at: https://ccwa.bonfirehub.com/ .	March 20, 2025 at 3:00 p.m.
Addendum Issued Answers will be answered via addendum online through the Bonfire Portal at: https://ccwa.bonfirehub.com/	March 27, 2025
Solicitation Submission / Opening Responses will be opened during a virtual meeting via Microsoft Teams. Solicitations must be submitted through the online Bonfire Portal at: https://ccwa.bonfirehub.com/ . Submissions by other methods will not be accepted.	April 3, 2025 at 3:00 p.m.

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Section 1: Request for Proposals

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

Name of Project: **Arc Flash Analysis and Labeling**

The Clayton County Water Authority will open sealed proposals via a Virtual Teams Meeting, on **April 3, 2025 at 3:30 p.m.** for: **Arc Flash Analysis and Labeling**. Any proposals received after the specified time will not be considered.

To be considered responsive, Proposers must complete site visits to **all** locations listed below on Thursday, March 13, 2025, and Friday, March 14, 2025 as follows:

March 13, 2025, from 8:30 a.m. – 1:00 p.m. – Proposers must arrive to Location #1 below no later than 8:30 a.m.:

1. RL Jackson Water Reclamation Facility 9740 Thomas Road, Jonesboro, GA 30236
2. W. B. Casey Water Reclamation Facility 688 Flint River Road, Jonesboro, GA 30238
3. Shoal Creek Reservoir Pump Station..... 2500 Panhandle Road, Hampton, GA 30228
4. Panhandle Wetlands 2755 Freeman Road, Jonesboro, GA 30236
5. Terry R. Hicks Water Production Facility 1693 Freeman Road, Jonesboro, GA 30236

March 14, 2025, from 8:30 a.m. – 1:00 p.m. – Proposers must arrive to Location #6 below no later than 8:30 a.m.:

6. Blalock Pump Station 1545 Pates Creek Road, Stockbridge, GA 30281
7. W.J. Hooper Water Production Facility..... 70 Oakdale Drive, Stockbridge, GA 30281
8. Northeast Water Reclamation Facility 6900 Old Macon Highway, Rex, GA 30281
9. Morrow Pump Station..... 6340 South Lee Street, Morrow, GA. 30260
10. Jonesboro Pump Station..... 7700 Old Morrow Road, Jonesboro, GA 30236

A sign-in sheet must be signed by the Proposers upon arrival at the first location each day, and initialed for each subsequent location visited that day.

Please use the following call-in instructions to attend the Proposal Opening meeting:

Meeting ID: 225 313 592 86
Passcode: 25Ma3rZ7
Dial in by phone:
Phone Number: 912-483-5368
Phone conference ID: 134 025 811#

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

In an effort to promote responsible environmental practices this proposal package is available in electronic (Adobe PDF) format and can be requested by calling 770-960-5223, M-F, 8:00 am - 5:00 pm, or by 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: Marcia Jones, Purchasing Manager

Section 2: General Overview**2.1 Background**

The Clayton County Water Authority (CCWA) owns and operates various facilities to supply, produce, treat, and distribute water to its customers throughout Clayton County, Georgia. These facilities include raw water diversion, groundwater recharge, water wells, water treatment and production plants, water storage facilities, lift stations, and pressure-regulating stations. CCWA facilities operate on a 24/7 basis and depend upon safe and reliable electrical equipment and infrastructure.

An Arc Flash Risk Assessment (see separate document) including Labeling was completed in July 2016 for various CCWA facilities with electrical infrastructure.

2.2 Purpose

The purpose of this Request for Proposals (RFP) is to identify a qualified engineering firm with the necessary expertise, experience, and resources to perform Arc Flash Analysis and Labeling for the following CCWA facilities:

1. Blalock Pump Station 1545 Pates Creek Rd. Stockbridge, GA 30281
2. W. B. Casey Water Reclamation Facility 688 Flint River Road, Jonesboro, GA 30238
3. Terry R. Hicks Water Production Facility 1693 Freeman Road, Jonesboro, GA 30236
4. W.J. Hooper Water Production Facility 70 Oakdale Drive, Stockbridge, GA 30281
5. RL Jackson Water Reclamation Facility 9740 Thomas Road, Jonesboro, GA 30236
6. Jonesboro Pump Station 7700 Old Morrow Rd. Jonesboro, GA 30236
7. Northeast Water Reclamation Facility 6900 Old Macon Highway, Rex, GA 30281
8. Shoal Creek Reservoir Pump Station 12500 Panhandle Rd. Hampton, GA 30228
9. Smith Reservoir Pump Station 82 Northbridge Rd. Hampton, GA 30228
10. Morrow Pump Station ¹ 6340 South Lee St. Morrow, GA. 30260
11. Panhandle Wetlands ¹ 2755 Freeman Rd., Hampton, GA 30228

2.3 Project Goal and Objective

The goal is to support CCWA in the safe operation and maintenance of its electrical infrastructure, ensuring compliance with all relevant Arc Flash rules, codes, and regulations. The selected firm must comply with the latest codes and standards associated with electrical safety and arc flash standards, including those set forth by IEEE 1584, NFPA 70E, & NFPA 70.

The objective is to identify potential arc flash hazards by calculating incident energy levels and evaluating the electrical system's protective devices, while establishing safe work practices. The objective includes providing accurate hazard labels on equipment showing risk levels and outlining the necessary personal protective equipment (PPE) required for safety.

¹ Not included in the 2016 Arc Flash Analysis.

Overall, these efforts contribute to creating a safer work environment and reducing the risk of personal injury and equipment damage.

2.4 Scope of Work

The scope of professional services outlined below is a draft of the activities and deliverables anticipated for the project. CCWA expects the Proposer to leverage their expertise to tailor each task, including breaking them down into subtasks, to enhance CCWA's ability to reach project goals efficiently and cost-effectively. The Proposer is also welcome to suggest any additional elements that could help meet the project objectives.

At a minimum, CCWA anticipates the work to include the following tasks:

Task 1: Collection of Data

The purpose of this task is to collect and verify all information needed to perform the arc flash analysis and shock hazard evaluation. At a minimum, this task shall include but not be limited to obtaining, reviewing, and verification of service data, verification of facility single line data, and collection of equipment configuration and settings.

The Proposer, with input from the CCWA, shall develop a plan for site data collection which maximizes efficiency and minimizes impact to CCWA operations. CCWA personnel shall perform all equipment operations, Lock-out Tag-out, and verification of de-energized/electrically safe conditions wherever needed during site survey work.

Deliverables:

- a) Draft and Final plans for site surveys and data collection/verification. At minimum, plans shall identify schedule, data to be collected, coordination for minimizing impact to operations, resource requirements, safety protocols to follow, and outage requests.
- b) Copy of all data collected at each site.
- c) Corrections to Single Line Diagrams for "Complex" and "Moderate" facilities to reflect results of the site surveys. Drawings may be provided as redline markups to existing drawings or updates to the existing AutoCAD drawings which comply with CCWA AutoCAD standards.

Task 2: Arc Flash Analysis and Shock Hazard Evaluation

The purpose of this task is to complete the arc flash analysis and shock hazard evaluation for each CCWA facility with an electrical infrastructure. At a minimum, this will include determination of the arc flash and shock hazards throughout each facility in accordance with the latest editions of NFPA 70E and IEEE-1584.

The arc flash analysis and shock hazard evaluation must include all electrical devices, switchboards, panelboards, motor control centers, stationary generators, etc. to the extent required by the standards and codes. A Short-Circuit study should be included as part of the analysis.

The arc flash analysis should consider all energy sources. For facilities equipped with generators, the utility power and generator power function in an open transition setup. This means that only one source—either the generator or the utility—supplies power at any given time, never both simultaneously. In emergencies, when utility power is lost, the generator activates to supply essential parts of the electrical system by switching from normal utility sources to the emergency generator via automatic transfer switches (ATS). This switching process is included in the analysis.

As part of the evaluation, CCWA is interested in knowing locations where the arc flash hazard can be mitigated through readily achievable means such as change in circuit breaker or fuse setting, etc. Also, any locations or facilities which present extreme or unusual hazards should be identified.

Deliverables:

- a) Draft and Final reports addressing at a minimum:
 - 1. Overview describing scope and methods employed by the Proposer to complete the evaluation.
 - 2. Evaluation results for all sites.
 - 3. Identification and commentary on any unusual findings or areas of concern pertaining to evaluation results.
 - 4. Identification and recommendations where arc flash incident energy can readily be reduced.
 - 5. Final electronic model files for all modeled facilities in SKM file format.
 - 6. Final report shall be stamped by a registered Professional Engineer licensed in the state of Georgia.

Task 3: Arc Flash Labels

The purpose of this task is to provide labels for application to equipment and enclosures. The Proposer shall develop a labeling plan for review with the CCWA. At a minimum, the plan shall address label locations, label format and information to be contained on the labels. The final label format and locations shall be determined by CCWA.

The Proposer shall provide a complete set of printed labels for all equipment which require labeling. Labels shall be durable adhesive type. The labels shall be provided after CCWA's approval of label locations and format. Label installation will be performed by CCWA.

Deliverables:

- a) Technical Memorandum of Labeling Plan.
- b) Sample label for review.
- c) Complete set of labels (as required for all equipment and locations).

2.5 Field assessment Schedule

All field surveys and data collection shall be completed during the months of October, November, or December, if possible, when water demands are lower and the CCWA has more operational flexibility.

2.6 Compensation

The Proposer will be compensated for services on a time and materials basis with a not-to-exceed cost ceiling. Progress payments will be based on individual hours billed to individual tasks plus allowable expenses. Compensation for sub-contractors will be limited to the same restrictions imposed upon the Proposer.

2.7 Proposed Schedule

The planned schedule for proceeding with the selection process for a short-term interim funding vehicle is shown below:

Issuance of RFP	March 5, 2025
Mandatory Site Visits	March 13, 2025 and March 14, 2025
Deadline for Questions	March 20, 2025
Issue Last Addendum	March 27, 2025
Proposal Opening	April 3, 2025
CCWA Board Approval	June 2025
Planned Start Date	July 1, 2025

2.8 Submission:

All RFP Solicitations must be submitted through the online Bonfire Portal at <https://ccwa.bonfirehub.com/>. Submissions by other methods will not be accepted.

CCWA expressly reserves the right to utilize any and all ideas submitted in the proposals received unless covered by legal patent or proprietary rights which must be clearly noted in the proposal submitted in response to the RFP. Late proposals will not be accepted, nor will additional time be granted to any individual Proposer.

2.9 Addenda

Proposers may submit questions regarding this solicitation prior to the opening. To be considered, all questions must be submitted online through the Bonfire Portal at <https://ccwa.bonfirehub.com/> no later than 3:00 p.m. local time on March 27, 2025. Responses to all proposers' inquiries will be provided in the form of an Addendum, which will be made available online through the Bonfire Portal. All issued addenda shall become an official part of the Proposal Documents.

2.10 Proposal Format

All Proposals must include:

1. Table of Contents.
2. Cover Letter. Provide a Cover Letter on the Proposer's company letterhead (4 pages maximum) to provide the company's full legal name, principal business address, and any satellite offices, company history, business activities, size, employees (per office), and ownership. Include point of contact name, title, telephone number, and email address. Indicate whether your company operates as a single proprietorship, partnership, or corporation. Include the state(s) in which your company is incorporated and/or licensed to operate.
3. Required proposal submittals according to Division 2 Section 3 of this RFP document.
4. Exceptions to the CCWA's sample Master Services Agreement. The Proposer should review the sample professional master services agreement provided with the RFP documents and note any language they disagree with.
5. Proposals must include the following sections, which will be considered for evaluation. Proposals should be tabbed to clearly denote each section:

Section 1: Project Understanding and Scope of Work

a) Project Understanding:

Based on the available information, the proposal should clearly outline the Proposer's approach to completing the work. It should demonstrate an understanding of the project by discussing the requirements and specifying the criteria and resources needed to successfully complete the project. Based on the above, the proposal should:

1. Provide the recommended approach to collect site data and verify single line information with minimal disruption to the operation of facilities.
2. Outline best practices for simplifying assumptions such as electrode configuration, enclosure size, and other relevant factors.
3. Recommend practices for using modeling and calculations versus NFPA 70E table values to determine arc flash incident energy.
4. Define the extent to which the evaluation and labeling should go into the electrical infrastructure.
5. Provide a detailed project schedule which identifies document submittal milestones, allotted CCWA review times, and key meeting dates. Assume CCWA review for submittal will be two (2) weeks per submittal draft.

b) Scope of Work:

Provide a Scope of Work to be included in the CCWA Contract for Professional Services Agreement. The Scope of Work shall consist of a detailed and comprehensive description of each of the proposed work tasks. The description of work tasks shall include the proposed methodologies, rationale, procedures and techniques to be utilized in this Project. Information on any stated Optional items proposed by the Proposer should be incorporated in this section. For each work task defined in the Scope of Work, the Proposer shall include a list of deliverables anticipated in completing the task.

Section 2: Key Personnel and Qualifications

a) Project Team Organization Chart

Provide an organization chart for the proposed Project team and any subcontractors. The organization chart shall clearly identify the project manager who will be CCWA's main point of contact and personnel responsible for coordinating key tasks.

b) Statement of Experience – Personnel

Identify the Project Manager, and senior level QA/QC project manager. Provide a short narrative of each team member's prior experience that will demonstrate their ability to successfully complete the Project described in the RFP. Resumes of all proposed team members, including licenses and certifications, shall be included in Section 7 of the Proposal. Modification to the Project Team, including substitutions and/or additions of key personnel not identified in the proposal will not be allowed without prior approval by the CCWA.

c) Statement of Experience - Subcontractors

List proposed subcontractors, and describe their expertise, qualifications, and anticipated role in the Project. State the specific duties and pertinent experience of the subcontractors, including all licenses and certifications. Resumes of all proposed subcontractor's project team members, including licenses and certifications, shall be included in Section 8 of the Proposal.

Modification to the Project team, including substitutions and/or additions of subcontractors not identified in the proposal will not be allowed without prior approval by CCWA.

Section 3: Company Experience and References

a) Provide a brief listing of company experience focusing on work similar in scope to this Project.

b) Provide a list of five (5) reference projects within the past five (5) years that demonstrate the Proposer's competence in performing the Work required for the Project. For each reference project, provide the following information:

1. Name and location of the project.
2. Approximate month and year when project was performed.
3. A description of the type and extent of services provided.
4. Name and address of project owner.
5. Name and current phone number of owner's representative intimately familiar with the project, to contact for reference. *Verify that the reference person can be contacted at the phone number/email address provided, as CCWA will call references.*
6. Applicability and relevance to the services required by the CCWA.

Section 4: Cost Proposal

Proposal Cost to be submitted on the Bonfire Portal.

Proposers must provide a cost breakdown for both Arc Flash Analysis and Labeling. The cost must include an estimate of the total person-hours for each project team member and/or subcontractor(s), along with their associated hourly rates by task. The rates must cover all overheads, including staff overtime, per diems, mobilization costs, testing expenses, health and safety equipment, office services, transportation, report preparation, and any other relevant expenses.

The total estimated costs for both Arc Flash Analysis and Labeling will be added together to determine the Total Proposal Cost, which will be used for evaluation purposes.

No other references or mentions of costs should be included in any other section of your proposal submittal.

CCWA reserves the right to negotiate costs with any and all Proposers that may be awarded work under this Request for Proposal. Additionally, CCWA reserves the right to negotiate parity in any and all costs with any and all Proposers at the sole discretion of CCWA.

Proposers must submit a cost breakdown for both Arc Flash Analysis and Labeling in Excel format with their proposal response, uploaded as a separate sealed document. An example of the Cost Proposal breakdown is provided below for illustration purposes only:

ARC FLASH ANALYSIS							
Item#	Facility	Project Team Role	Total hours	Hourly Rate	Project Task	Extended Amount	Totals per facility
1	Blalock Pump Station	Project Manager	20	\$ 150	Project Schedule	\$ 3,000	
		Engineer	48	\$ 100	Short-circuit Analysis	\$ 4,800	
		Laborer	56	\$ 50	Setting Protection Devices	\$ 2,800	
							\$ 10,600
2	W.B.Casey WRF	Project Manager	6	\$ 150	Project Schedule	\$ 900	
		Engineer	48	\$ 100	PPE Selection	\$ 4,800	
		Laborer	40	\$ 50	Coordinating Devices	\$ 2,000	
							\$ 7,700
3	Terry R. Hicks WPF	Project Manager	10	\$ 150	Project Schedule	\$ 1,500	
		Engineer	30	\$ 100	Incident Energy Calculation	\$ 3,000	
		Laborer	20	\$ 50	Electrical Equipment Data	\$ 1,000	
							\$ 5,500
ARC FLASH ANALYSIS - TOTAL COST							\$ 23,800
LABELING							
Item#	Facility	Number of Units			Unit Price	Extended Cost	
1	Blalock Pump Station	10			\$ 150	\$ 1,500	
2	W.B.Casey WRF	48			\$ 100	\$ 4,800	
3	Terry R. Hicks WPF	56			\$ 50	\$ 2,800	
LABELING - TOTAL COST							\$ 9,100
TOTAL PROPOSAL COST (Add Arc Flash Analysis and Labeling Total Costs)							\$ 32,900

Section 5: SLBE Preference Points

An incentive of up to 10 points (“preference points”) will be given to all CCWA certified SLBE primes only depending on their business county of location. Please refer to Division 2, Section 8 of the RFP package.

2.11 Proposal Evaluation Criteria

All proposals will first be reviewed to ensure they meet the requirements outlined in the Request for Proposal (RFP) documents. Proposals that are deemed responsive will then be evaluated and ranked based on criteria items 1-3 listed below. After evaluation of items 1-3 are completed for all responsive proposers, the Cost Proposals will be assessed, and SLBE Preference Points, if applicable, will be assigned to determine the highest-scoring proposer.

ITEM #	CRITERIA	POINTS
1	Project Understanding and Scope of Work	20
2	Key Personnel and Qualifications	20
3	Company Experience and References	25
4	Cost Proposal	35
5	SLBE Preference Points – Up to 10 maximum points	10
TOTAL MAXIMUM POINTS		110

2.12 Proposal Preparation Costs

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

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 bid, and any Proposer agrees that the tender of a bid 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 Proposer's responsibility to seek clarification immediately from the CCWA, as early as possible prior to the bid 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 bids.
2. Unless it is otherwise stated in the bid 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 bid. Documents may be made available by the CCWA during the bidding 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-bid 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 vendors are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the vendor 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 bid by the Board of Directors of the CCWA, any unsuccessful Proposer wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager no later than close of business on the 5th business day after the selection of successful Proposer by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the State of Georgia or of the United States.
5. Information submitted by the Proposer in the bid process shall be subject to disclosure after bid 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 bids may not be deemed proprietary.

6. Bids must be made on the enclosed bid Form or as directed.
7. The name of the person, firm, or corporation making the bid must be printed in ink, along with the Proposer's signature, on all separate sheets of the bid Form. If a bid 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 bid 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 bid Form.
8. All bids must be received by the CCWA Procurement Department electronically through the Bonfire portal at <https://ccwa.bonfirehub.com/>. Upon submission, all responses will be electronically time- and date- stamped once all documents have been successfully uploaded and received.
9. If published price books are a part of your bid, one price book must be included with your bid Form, and the successful Proposer is required to furnish additional current price books after the award of the bid.
10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Proposer's bid. 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 bid may propose all items. All items may be considered separately, at the discretion of the CCWA.
12. Bids for public works whose price exceeds one hundred thousand dollars (\$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 in their bid submittal.
14. When public work is let out for bid, no person shall prevent or attempt to prevent competition in such bid. 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 bid 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 bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.

15. Bids shall not be withdrawn or cancelled by the Proposer past the bid opening date and time. No modification or corrections will be allowed subsequent to the bid opening.
16. By tendering a bid, a Proposer agrees to leave the bid open for acceptance by the CCWA for ninety (90) days after the date set for the opening thereof.
17. By tendering a bid, the Proposer certifies that the Proposer has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. 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 bid and that they are aware that any exception taken thereto may disqualify the bid. 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 the withdrawal of the bid.
18. Copies of all communication pertaining to bids must be sent to the Contracts, Compliance and Risk Management Section.
19. The purpose of this bid 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 bid Form that if additional items not listed in the bid Form become necessary and require unit prices not established by the bid 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 bid Form.
21. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
22. Quantities when shown are estimates only, based on anticipated needs. 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 bid Form. Otherwise, none will be assumed.

23. The time for completion of the work is stated in the bid 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.
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. Any seals to be applied to the Contract by Proposers shall be in the form of ink seals.
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 bid 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 given to the next lowest responsible vendor, or the work may be re-advertised or constructed by the CCWA.
28. Any Contract and Contract Bonds shall be executed in duplicate. Any seals to be applied to the Contract or Contract Bonds shall be in the form of ink seals.
29. Award of this bid shall be by action of the CCWA Board of Directors at a regularly scheduled or called meeting.
30. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the cost thereof; to reject any bid, or any number of bids; to negotiate with any Proposer for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
31. The apparent low bid for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
32. Bids received from two (2) or more vendors that are identical in price, delivery and meet the requirements of the bid specifications shall be awarded on the following

basis:

- a. The bid submitted by a vendor who does not have a documented negative vendor performance record.
 - b. The bid submitted by a vendor who is located within Clayton County.
 - c. The bid submitted by a vendor who is certified by our Small Local Business Enterprise Program.
 - d. If the tie bids meet all the above criteria, and it is not in CCWA's best interest (at its sole discretion) to split the award, the bid award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be invited to attend the coin toss at a stated date and time. One or more witnesses from both CCWA Procurement and the Request Department may be present. A simple coin toss (called by the vendor listed first in the alphabet) will break the tie and decide the award.
33. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the CCWA in evaluating the bid package submitted. The following criteria shall also be utilized by CCWA in determining the lowest responsible bid:
- 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 bid in relation to anticipated costs.
 - d. Ongoing relationships with CCWA based on above-average prior performance of work with CCWA.
 - e. Preference for local vendors where there is no significant variance in price or service.
34. 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 bid 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 bid, the Proposer waives any cause of action against CCWA for frustration of bid 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.
35. 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.

36. Proposers are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses. Additionally, it is encouraged that Proposers access certified Small Local Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

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

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

37. 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 bid and contract document. The Proposer further agrees that such compliance shall be attested by the Proposer and any of his Subcontractors by execution of the appropriate Affidavit and Agreement included after the Agreement Form of these documents.

END OF SECTION

Section 2: Risk Management Requirements

The Contractors and any potential CCWA approved Subcontractors will provide minimum insurance coverage and limits as per the following:

The Contractor/Subcontractor will file with the Clayton County Water Authority (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 the Authority, 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.

APPLICABLE TO ALL CONTRACTS

Worker's Compensation – Required for all contracts, including any sole proprietor, individual consultants, or small businesses. Worker's 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. Other States: If any work is performed out of state including any remote workers, then those states must be covered as well. Maritime endorsements: 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. Waiver of subrogation: The insurer agrees 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. An umbrella policy may increase the employer's liability limits to meet the minimum requirements.

Commercial General Liability – Required for all contracts. 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

AS APPLICABLE (Marked with an "X")

☐ **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** – 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: a) Information Security & Privacy Liability; b) Regulatory Fines and Penalties; c) Payment Card Industry (PCI) if credit cards and/or banking information is obtained or accessed, and d) 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 Insurance (Errors & Omissions)** – Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses. Since professional 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.

☐ **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 (Unmanned Aerial Vehicles),

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.

Automobile Liability – Required for all contracts except for products or services that are remote only or are delivered by a 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.

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.

☐ **Builder’s Risk** – Recommended for most construction projects. The limit of coverage should be equal to the value of the contract or GREATER. Covered perils should be at least fire, wind, theft, vandalism, flood, and earthquake.

☐ **Umbrella Liability** – Recommended for all contracts. 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. The underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation). Concurrent policy dates with primary liability policies except for Workers Compensation.

MINIMUM LIMITS OF LIABILITY ON NEXT PAGE

MINIMUM LIMITS OF LIABILITY

INSURANCE	COVERAGE	LIMIT
Worker's Compensation	Bodily Injury by Accident - Each Accident	\$500,000
	Bodily Injury by Disease – Each Disease	\$500,000
	Bodily Injury by Disease – Each Employee	\$500,000
Commercial General Liability	General Aggregate	\$2,000,000
	Products & Completed Operations Aggregate	\$2,000,000
	Each Occurrence	\$1,000,000
	Personal & Advertising Injury	\$1,000,000
	Damages to Premises / Fire Legal	\$500,000
	Medical Payments	\$5,000
Automobile	Combined Single Limit OR	\$1,000,000
	Per Person	\$500,000
	Per Occurrence	\$500,000
	Property Damage	\$100,000
	Medical Payments	\$1,000
Crime	Employee Dishonesty	\$1,000,000
	Funds Transfer Fraud	\$1,000,000
	Money & Securities	\$100,000
	Computer Crime	\$1,000,000
	Social Engineering or its equivalent	\$100,000
Cyber Insurance	Each Claim/Wrongful Act	\$1,000,000
	Annual Aggregate	\$2,000,000
	Business Interruption	\$1,000,000
	Data Recovery	\$1,000,000
	Cyber Extortion Expenses	\$500,000
	Cyber Extortion/Ransom Payments	\$50,000
Professional Liability	Each Claim/Wrongful Act	\$1,000,000
	General Aggregate	\$2,000,000
Terrorism	Access/use of water, electric or gas utilities	\$5,000,000
	Special events	\$1,000,000
Aviation	Each Occurrence	\$5,000,000
	Automobile Liability	\$1,000,000
	Pollution Liability (FBOs Only)	\$1,000,000
Liquor	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Sexual Abuse & Molestation	Each Claim/Wrongful Act	\$1,000,000
	General Aggregate	\$2,000,000

END OF SECTION

Section 3: Required Proposal Submittals

3.1 Proposal Submittal Requirements:

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

For your convenience, a check box is provided next to the required items, which include but are not limited to:

- A. Proposal Form – *Proposers must submit their completed and signed Proposal Form.* ☐
- B. Proposer Qualification Information Form, including References. Failure to provide satisfactory references will result in the proposal being deemed non-responsive. ☐
- C. Georgia Security and Immigration Compliance Act of 2006 form. ☐
- D. Contractor Affidavit and Agreement form. ☐
- E. Subcontractor Affidavit form. ☐
- E. An indication of “N/A” for “not applicable” must be noted as appropriate.

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

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

- F. CCWA SLBE Certificate and/or required SLBE Forms (as applicable). ☐
- F. An indication of “N/A” for “not applicable” must be noted as appropriate.
- G. Non-Collusion Certificate. ☐
- H. Certification of Absence of Conflict of Interest. ☐
- I. Vendor Information Form. *Company name must match the W-9 Form.* ☐
- J. W-9 Form. *Company name must match the Vendor Information Form and must be registered with the [Georgia Secretary of State](#).* ☐

- K. Copies of all licenses required to perform the work (if applicable). ☐
- L. Proposers' corporate minutes that include officers' names and titles with authority to sign contracts. ☐
- M. Any other items as required in this RFB including but not limited to the items contained in the Instructions to Proposers, Proposal Form and Specifications sections. ☐
- N. All addenda issued. ☐

3.2 Required Post Award Submittals:

The following is required from the successful Proposers:

- a. A current Certificate of Insurance.
- b. An endorsement including CCWA as an additional insured for the Commercial General Liability only.
- c. A 30-day cancellation endorsement for ALL policies on your Certificate of Insurance.

END OF SECTION

Section 4: Cost Proposal Form

Proposal of _____

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

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

In compliance with the Request for Proposals, Proposer hereby proposes to perform all Work for **Arc Flash Analysis and Labeling** in strict accordance with the Contract Documents as enumerated in the Request for Proposals, within the time set forth therein, and at the prices stated below.

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

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

CONTRACT EXECUTION:

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.

CONTRACT TIME:

Proposer hereby agrees to commence work by executing the agreement within fourteen (14) calendar days of Notice of Award or as specified by CCWA. The contract shall be completed within one hundred eighty (180) calendar days from the Notice to Proceed. The Contractor and Owner recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the Owner, as liquidated damages the amount of three hundred (\$300.00) dollars per calendar day for each and every day or part of a day thereafter that said work remains substantially incomplete.

ADDENDA:

Proposer acknowledges receipt of the following Addenda:

Proposal Total Cost to be submitted on the Bonfire Portal.

Submitted by:

(NAME OF PROPOSER)

By: _____
(SIGNATURE)

(TITLE)

(DATE)

(SEAL)
(ATTEST)

(ADDRESS)

(PHONE NUMBER)

(LICENSE NUMBER) (If applicable)

(E-MAIL ADDRESS)

Is the Proposer a CCWA certified SLBE? ☐ YES – COUNTY: _____

☐ NO

Section 5: Georgia Bid Bond

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that _____

herein after called the PRINCIPAL, and _____

a corporation duly organized under the laws of the State of _____

having its principal place of business at _____

_____ in the State of _____

and authorized to do business in the State of Georgia as SURETY, are held and firmly bound unto Clayton County Water Authority, as OWNER, hereinafter called the OBLIGEE, in the amount of Five Thousand Dollars (US \$5,000.00) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Proposal for the **Arc Flash Analysis and Labeling** project, and said Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a Proposal to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the documents, titled: **Arc Flash Analysis and Labeling.**

WHEREAS, it was a condition precedent to the submission of said Proposal that a cashier's check, certified check, or Bid Bond in the amount of Five Thousand Dollars (US \$5,000.00) be submitted with said Proposal as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes a Performance Bond and Payment Bond in an amount equal to one hundred percent (100%) of the contract amount, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the SURETY herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this _____ day of _____ 20_____.

PRINCIPAL

By _____

SURETY

By _____
Attorney-In-Fact

Section 6: Proposer Qualification Information

COMPANY NAME OF PROPOSER: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL ADDRESS: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

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

NAME OF PRINCIPAL OFFICERS: _____

Section 6: Proposer Qualification Information**REFERENCES**

The proposal must contain at least three (3) references of similar experience in the past five (5) years. References must include a contact person, address, and phone number. **The Clayton County Water Authority should not be included as a reference.**

COMPANY/GOV'T ENTITY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

COMPANY/GOV'T ENTITY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

COMPANY/GOV'T ENTITY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

COMPANY/GOV'T ENTITY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

COMPANY/GOV'T ENTITY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

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:**

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

Date of Authorization

Enter the four to seven-digit number

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

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

Date of Authorization

Enter the four to seven-digit number

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

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 Proposers with Solicitation Incentives to ensure that small businesses maintain a competitive advantage in the Authority's solicitation process. The Authority's three (3) Solicitation SLBE Incentives; Bid Discounts, Preference Points, and SLBE Goal utilization are determined on a solicitation-by-solicitation basis.

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 proposal amount to be discounted for evaluation purposes in determining the lowest responsive, responsible Proposer, while the original proposal 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 proposal with a 7.5% bid discount would be evaluated at \$92,500. However, \$100,000 would be paid to the successful proposer.

☒ **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.

Example:

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

SLBE Proposal

General Requirements	40
Technical Requirements	30
SLBE Preference Points –Clayton	10

TOTAL POINTS 80

NON-SLBE Proposal

General Requirements	40
Technical Requirements	30
No SLBE Preference	0

TOTAL POINTS 70

8.3 SLBE Conclusion

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

The use of Certified CCWA SLBE Firms as subcontractors will not establish eligibility to receive Proposal 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 Proposer 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 Proposal Discount or Preference Points, a copy of their valid CCWA SLBE Certification Letter shall be provided with their solicitation response.

END OF SECTION

Section 1: Agreement Form

STATE OF GEORGIA
COUNTY OF CLAYTON

AGREEMENT FOR ONGOING PROVISION OF GOODS AND SERVICES

This Agreement made and entered into this ____ day of _____, 20____, between the **CLAYTON COUNTY WATER AUTHORITY**, a body corporate and politic, a public corporation, and a political subdivision of the State of Georgia duly created and existing under the laws of the State of Georgia (hereinafter "the Authority"), and _____ (hereinafter "the Contractor"), from time to time collectively referred to herein as "Parties", witnesseth:

WHEREAS, the Authority is contracting with the Contractor for the **Arc Flash Analysis and Labeling** as provided for under the terms of this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES.** The Authority agrees to obtain from the Contractor the goods and services described generally in **Exhibit A** attached hereto and, if applicable, as may be further described on any and all purchase orders issued by the Authority pursuant to Paragraph 5 of this Agreement (individually, a "PO" and collectively, the "POs") ("Goods and Services"). If any goods and services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such goods and services at the direction and approval of the Authority. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.

Goods and Services must be provided at the times specified, and at the regularly scheduled intervals as outlined in the Request for Bid package.

2. **COMPENSATION.** The Authority shall pay to the Contractor the prices stipulated in the Bid dated _____, hereto attached as **Exhibit B** ("Pricing"), as full compensation for Goods and Services. The total amount of payments by the Authority under this Agreement shall not exceed the amount identified in the Bid Form.

The Authority shall pay the Contractor net 30 days upon receipt of an invoice and upon acceptance of Goods and Services in accordance with this Agreement. Payments from the Authority will be delivered to the Contractor electronically or via first-class mail.

3. **COST:** The Authority shall pay the Contractor the prices as stipulated in the Bid Form hereto attached as full compensation relative to the Bid dated _____, a copy of which is attached and incorporated into this contract. The Contractor shall be paid for items of work as noted:

Lump Sum Work

Payment for Lump Sum work shall cover all work specified or shown in the Contract Documents and shall be compensation in full for furnishing all supervision, labor, equipment and materials to complete the work.

Once the work commences the Authority shall make Progress Payments to the Contractor on a monthly basis. The Contractor shall submit an Application for Payment for the period ending the 15th day of the month. Each Application for Payment must be submitted to Authority on or before the 20th day of each month in such form and manner, and with such supporting data and content as the Authority may require. Per Georgia Code Section 13-10-2, Authority will withhold a 10% retainage on each and every Application for Payment until such time as the value of the contract (including change orders) exceeds 50%; and as long as completion and progress of the work is acceptable to the Authority. If after reaching 50% completion of the value of the contract, the Authority's representative has determined that the work is unsatisfactory or has fallen behind schedule, then retainage will resume at the previous level of 10%. The Contractor may submit a request for release of retainage 30 days after the completion and final acceptance of the Project, and upon receipt of all necessary documentation including, but not limited to, a final affidavit and release of surety.

4. **TIME FOR COMPLETION OF PROJECT:** Contractor hereby agrees to commence work within fourteen (14) calendar days under this contract or on a date to be specified in the Notice to Proceed. The total time for the Contractor to complete this project shall not exceed one hundred eighty (180) calendar days. The Contractor and Authority recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by the Authority if the Work is not completed on time. Accordingly, instead of requiring such proof, the Authority and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the Authority, as liquidated damages in the amount of \$300.00 per calendar day for each and every day or part of a day thereafter that said work remains substantially incomplete.
5. **WARRANTY ON SERVICES RENDERED.** The Contractor warrants that the Contractor's services and workmanship provided under this Agreement shall be (i) free from defects for a period of two (2) years from the date of final acceptance of the good or service; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules, and policies. Upon receipt of written notice of a defect by the Authority, the Contractor shall repair the defect in a timely manner at no expense to the Authority.

6. **WARRANTY ON GOODS PROVIDED.**

- (a) The Contractor warrants the Contractor's goods provided under this Agreement for a period of two (2) years from the date of final acceptance of the good. Furthermore, the Contractor warrants and represents that:
1. goods ordered to specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by the Authority, and will be fit and sufficient for the purpose intended;
 2. all goods are merchantable, of good material and workmanship, and free from defect;
 3. the goods shall be delivered free of the rightful claim of any person arising from patent or trademark infringement; and
 4. the Contractor has absolute and good title to and full right to dispose of the goods, and that there are no liens, claims, or encumbrances of any kind against the goods.
- (b) The warranties provided for under subparagraph (a) of this Paragraph, together with the Contractor's service warranties and guarantees, if any shall survive inspection, test, acceptance of, and payment for the goods, shall run to the Authority, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defect or nonconformity shall be given by the Authority to the Contractor within fifteen (15) months after acceptance by ultimate user; provided, however, that in the event the goods are designed by the Contractor, notice must be given within three (3) years after acceptance by ultimate user; and provided, further, that the rights and remedies of the Authority concerning latent defects shall exist indefinitely. The Authority may, at its option, and in addition to other remedies available at law: (i) return defective or nonconforming goods for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods, or (iii) have the defective items corrected or replaced at the Contractor's expense and deduct the cost thereof from any monies due the Contractor. The return to the Contractor of any defective or nonconforming goods and the delivery to the Authority of any corrected or replaced goods shall be at the Contractor's expense. Goods required to be corrected or replaced shall be at the Contractor's expense. Goods required to be corrected or replaced shall be subject to the provision of this paragraph and Paragraph 8 of this Agreement, entitled "Inspection", on the same manner and to the same extent as goods originally delivered under this Agreement. In addition to correcting or replacing any defective or nonconforming goods, the Contractor shall also reimburse the Authority for all costs and expenses incurred by the Authority in connection with inspection and discovery of the defects, identifying and correcting the cause of such defects, and all other activities reasonably undertaken by the Authority to obtain conforming goods or attempting to obtain from the ultimate user a waiver to permit the defective goods to be used with all or part of the defective conditions.

7. **INSPECTION.** The Authority shall have the right to inspect the goods supplied for Goods and Services, or otherwise hereunder, at any time during the manufacture or fabrication thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the Authority. If any inspection or test is made by the Authority at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The Authority may reject all goods supplied hereunder which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor's expense. No inspection, examination, or test, regardless of extensiveness or type, and no approval given in connection with any such inspection, examination, or test, whether under this Agreement or another contract for the same or similar goods, shall relieve the Contractor of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications, and any other requirements or documents made a part of this Agreement. At the Authority's request, the Contractor shall repair or replace defective goods at the Contractor's expense. Failure to inspect goods, failure to discover defects in goods, or payment for goods shall not constitute acceptance or limit any of the Authority's rights, including, without limitation, the provisions under Paragraphs 6 and 7 of this Agreement relating to warranties. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by the Authority to support production, all cost of such correction, including, without limitation, installation and removal, will be charged to the Contractor and such charges shall also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain an inspection system acceptable to the Authority covering the goods furnished for Goods and Services.
8. **CONTRACTOR'S AFFIDAVITS.** The Contractor shall issue a "Waiver and Release of Lien and Payment Bond Rights Upon Interim Payment" and a "Waiver and Release of Lien and Payment Bond Rights upon Final Payment" provided by the Authority before receiving any interim or final payment for any Goods and Services.
9. **RELATIONSHIP OF THE PARTIES.**
- (a) **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the Authority and the Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the Authority and the Contractor. It is expressly agreed that the Contractor is acting as an independent contractor and not as an employee in providing Goods and Services under this Agreement.
- (b) **Employee Benefits.** The Contractor shall not be eligible for any benefit available to employees of the Authority including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance,

group health or life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

- (c) Payroll Taxes. No income, social security, state disability, or other federal or state payroll tax will be deducted from payments made to the Contractor under this Agreement. The Contractor shall be responsible for all FICA, federal and state withholding taxes, and workers' compensation coverage for any individuals assigned to perform the Services for the Authority.
 - (d) Conformance with Laws. The Contractor shall provide Goods and Services in compliance with all applicable laws. The Contractor shall be responsible for the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals, and permits required of the Contractor for Good and Services and in complying with this Agreement.
10. **ASSIGNMENT AND SUBCONTRACTING**. The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including, without limitation, all of the Contractor's obligations under Paragraphs 6 and 7 of this Agreement relating to warranties.
11. **THE AUTHORITY'S ASSISTANCE AND COOPERATION**. During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include, without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; and (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Contractor agrees that it shall not claim, that any such assistance or cooperation operates to relieve the Contractor from complete, proper, and punctual performance of all the Contractor's obligations under this Agreement.
12. **WORK ON THE AUTHORITY'S DESIGNATED PREMISES**. In the event that the Contractor, the Contractor's employees or agents, or the Contractor's subcontractors enter the Authority's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations.
13. **INDEMNIFICATION**. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless the Authority and its board members, directors, officers, officials, employees, agents, and legal representatives (collectively, the

“Authority Indemnitees”) from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses, including, but not limited to, reasonable attorney’s fees and costs or fines or penalties charged by any governmental entity, incurred by the Authority or any Authority Indemnitees as a result of or arising out of (i) the wrongful misconduct or negligence, including, but not limited to, fraud, of Contractor or its employees, agents, or representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, or representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with Goods and Services under this Agreement. Contractor expressly understands and agrees that any bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Authority or Authority indemnitees as provided herein. These obligations provided for under this paragraph shall survive termination of this Agreement.

14. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the Authority’s applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and hereby incorporated into this Agreement.
15. **TERMINATION FOR DEFAULT.**
 - (a) The Authority may, subject to the provisions of subparagraph (c) of this paragraph, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof or (ii) if the Contractor fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and does not cure such failure within a period of ten (10) or more days, as the Authority may authorize in writing, after receipt of notice from the Authority specifying such failure.
 - (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) of this paragraph, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, goods or services similar to those so terminated, and Contractor shall be liable to the Authority for any excess costs for the same, including, but not limited to, all cost and expenses of the type specified in Paragraphs 6 and 7 of this Agreement relating to warranties; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
 - (c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to fulfil this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but shall not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be

beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" as used in this Agreement shall mean subcontractor at any tier.

- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to Paragraph 17 of this Agreement relating to Termination for Convenience.
 - (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
16. **TERMINATION FOR CONVENIENCE.** The Authority may at any time, by written notice, terminate all or any part of this Agreement for the Authority's convenience. If this Agreement is terminated, in whole or in part, for the Authority's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work and Goods and Services under this Agreement to the effective date of termination; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to Good and Services and work under this Agreement not yet performed or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the Good and Services and work terminated.
17. **CONFLICTS OF INTEREST.** Contractor warrants and represents that:
- (a) The Goods and Services performed under this Agreement will not create an actual or apparent conflict of interest with any other work Contractor is currently performing or may perform during the term of this Agreement;
 - (b) Contractor is not presently subject to any agreement with a competitor of the Authority or with any other party that will prevent Contractor from performing in full accord with this Agreement;
 - (c) Contractor is not subject to any statute, regulation, ordinance, or rule that will limit Contractor's ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept work other than work from

the Authority during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder; and

- (d) Contractor shall immediately notify the Authority in writing specifically disclosing any and all potential or actual conflicts of interests which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement.

18. **CONTRACTOR AS CONSULTANT AND CONFLICTS OF INTEREST.** In addition to the duties and responsibilities set forth herein, in the event any work requires the Contractor to develop or draft specifications or requirements for a solicitation or to serve in a consultative role during a bid or proposal evaluation or negotiation process, the Contractor agrees to the following:

- (a) The Contractor shall avoid any appearance of impropriety and shall follow all policies and procedures of the Authority.
- (b) The Contractor shall not have any interest, nor shall the Contractor acquire any interest, directly or indirectly, which would conflict in any manner with the performance of consulting services required under such work.
- (c) The Contractor shall immediately disclose to the Authority any material transaction or relationship, including, but not limited to, that of the Contractor, its employees, agents, or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements; involvement in litigation or other dispute; client relationships; or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.

The Contractor acknowledges that any violation or threatened violation of the provisions of this paragraph may cause irreparable injury to the Authority, entitling the Authority to seek injunctive relief in addition to all other legal remedies.

19. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
20. **NOTICES.** Any notices under this Agreement shall be in writing and sent to the respective party at the following address:

To the Authority:

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

To the Contractor:

Attn: _____

Any notice sent pursuant to this paragraph shall be deemed delivered: (i) when delivered by hand or courier or by overnight delivery with signature receipt required; (ii) when sent by confirmed facsimile or email to a party with a copy sent by another means specified in this paragraph; or (iii) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. A party may change its address for communications by notice in accordance with this paragraph.

21. **ATTORNEYS' FEES.** The Contractor shall pay reasonable attorneys' fees to the Authority should the Authority be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the Authority.

22. **CONFIDENTIAL INFORMATION.**

(a) **Disclosure of Confidential Information.** The Contractor acknowledges that the Contractor may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance and in writing or is required to be disclosed by court order, subpoena, or otherwise by law, neither the Contractor nor any of its employees shall disclose, transfer, distribute, or allow access to any confidential information of the other party to third parties. If the Contractor is required to disclose any information that it has access to or became acquainted with as a result of this Agreement, the Contractor shall provide the Authority with at least thirty-six (36) hours prior notice of its intent to disclose such information, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication, or other written item compelling disclosure with the name, address, phone number, and email address of the person requesting disclosure.

(b) **Security Breach Notification.** If the Contractor becomes aware of a security breach or any other event that compromises the security, confidentiality, or integrity of information that it has access to or became acquainted with as a result of this Agreement, the Contractor shall take appropriate actions to contain, investigate, and mitigate the security breach or other compromising event. The Contractor shall notify the Authority of a security breach or other compromising event as soon as reasonably possible, but in no event later than seventy-two (72) hours after the Contractor becomes aware of such security breach or other compromising event.

- (c) Survival. The obligations provided for under this paragraph shall survive termination of this Agreement.
23. **GOVERNING LAW AND CONSENT TO JURISDICTION**. This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Court of Clayton County, Georgia.
24. **NON-WAIVER**. The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
25. **SEVERABILITY**. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
26. **INTERPRETATION**. The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
27. **AMENDMENTS**. Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
28. **COUNTERPARTS**. This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement.
29. **ELECTRONIC SIGNATURES**. Pursuant to O.C.G.A. Section 10-12-7, this Agreement may be executed and delivered by the Parties by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of the Parties thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.
30. **ENTIRE AGREEMENT**. This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

31. **CAPTIONS.** The organization of this Agreement into articles, sections, paragraphs, or subparagraphs or the use of headings and subheadings are for convenience and reference only and will not modify or affect the meaning, interpretation, construction, or effect of this Agreement nor the rights, obligations, or liabilities of the parties under this Agreement.
32. **CALCULATION OF TIME PERIODS.** Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF this _____ day of _____, 20_____,
said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CLAYTON COUNTY WATER AUTHORITY

CONTRACTOR

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

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

[Corporate Seal]

[Corporate Seal]

EXHIBIT A
SCOPE OF GOODS AND SERVICES

EXHIBIT B
PRICING

EXHIBIT C
RISK MANAGEMENT REQUIREMENTS

Section 4: Non-Collusion Certificate

STATE OF _____ , COUNTY OF _____

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

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

_____, and that said

in proposing or procuring the Contract with the Clayton County Water Authority on the following project: _____

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

ATTEST:

By: _____
Proposer

By: _____
Name

By: _____
Name

Title: _____

Title: _____

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

Notary Public: _____ My Commission expires: _____

Section 5: Certification of Absence of Conflict of Interest

Required for each contract or arrangement to prepare or develop specifications or requirements (O.C.G.A. § 36-80-28)

The undersigned Contractor (Consultant), who is entering into a contract or arrangement with the Clayton County Water Authority (CCWA) to prepare or develop specifications or requests for bids, requests for proposals, purchase order, or any other type of solicitation for 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 shall immediately disclose to CCWA any material transaction or relationship, including, but not limited to the Consultant, Consultant's employees, agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, during the pendency of the contract or arrangement, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest.
- (3) 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.

Any person may bring an action to declare null and void any purchase in violation of this Code section or to seek injunctive relief and damages against a person who makes any type of solicitation in violation of this Code section.

DISCLOSURES (Write "N/A" if Non-Applicable):

Name of Contractor

Name of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

ATTACHMENTS

ATTACHMENT A

W9

**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) _____ (Applies to accounts maintained outside the United States.)
	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.

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.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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(f)-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 (If selected, <i>ACH Authorization Form</i> will be e-mailed to the awarded vendor).	
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.