



REQUEST FOR BID

THREE (3) DEWATERING PUMPS:

One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Bid Number: 2024-DC-07

April 2024

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

**Virtual Teams
Bid Opening Meeting**

Tuesday, May 7, 2024, at 2:00 pm local time

**Non-Mandatory
Pre-Bid Virtual
Teams Meeting**

Wednesday, April 24, 2024, at 2:00 pm local time

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

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- Attachments**
- A. Bid Package Label
 - B. W-9 Form
 - C. Vendor Information Form

Addenda (None issued at this time)

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Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 1

General Overview

Section 1: Request for Bids

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

Name of Project: **Three (3) Dewatering Pumps**

The Clayton County Water Authority will open sealed bids from qualified vendors via a Virtual Teams Meeting on **Tuesday, May 7, 2024, at 2:00 p.m. local time** for the purchase of **One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump.**

Any bids received after the specified time will not be considered.

A Non-Mandatory Pre-Bid Virtual Teams Meeting will be held on **Wednesday, April 24, 2024, at 2:00 p.m. local time.**

Please use the following call-in instructions to attend the Pre-Bid and Bid Opening meetings:

[Join Microsoft Teams Meeting](#)

Dial Phone Number: 912-483-5368

Phone Conference ID: 218 863 43#

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

In an effort to promote responsible environmental practices the bid package is available in electronic (Adobe PDF) format and can be requested via e-mail at **CCWA_Procurement@ccwa.us**. Bidders 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 bid package can also be requested at a cost of \$25.

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

END OF SECTION

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 1

General Overview

Section 2: General Information

2.1 Intent and Purpose

The Clayton County Water Authority (CCWA) intends to purchase three (3) Dewatering Pumps - One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump that meet the specifications and requirements respectively set forth in this RFB and will be the most advantageous to CCWA.

At present, the CCWA operates with two pumps. Unfortunately, one of these pumps has malfunctioned to an extent where repair is no longer feasible. These pumps are essential for managing situations where sewer overflows cannot be promptly controlled. Dewatering pumps play a crucial role in bypassing issues, diverting flows to alternative routes until the problem is rectified. The demand for dewatering pumps at CCWA has escalated due to the aging sewer system, heightened occurrences of operational and maintenance blockages.

The bids shall be delivered or mailed to the Clayton County Water Authority, located at 1600 Battle Creek Road, Morrow, Georgia 30260, in a sealed package, on or before **Tuesday, May 7, 2024, at 2:00 p.m. (local time)**. Use the bid package label provided with this RFB (Attachment A).

2.2 Bid Evaluation

To qualify for consideration, the bidder must adhere to all specifications outlined in Division 4. The bid will be awarded to the lowest responsive responsible bidder(s) offering the lowest price while meeting the specified equipment standards including the specific conditions as outlined in Division 4 and will be the most advantageous to the CCWA.

2.3 Addendum

Bidders may ask questions regarding this bid prior to the bid opening. To be considered, all questions must be received in writing via email at **CCWA_Procurement@ccwa.us** by **2:00 p.m. local time, on Friday, April 26, 2024**. Any and all responses to bidders' questions will be issued in the form of an Addendum via email. All addenda issued shall become part of the Bid Documents.

END OF SECTION

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 2

Bid Requirements

Section 1: Instructions to Bidders

These instructions are to be followed by every entity bidding to provide the Clayton County Water Authority (CCWA) with goods and/or services. These instructions constitute an integral part of the bid, and any bidder agrees that 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 bidder ultimately executes with the CCWA.

1. If there is any question whatsoever regarding any portion of the specifications, it shall be the bidder's responsibility to seek clarification immediately from the CCWA, as early as possible, prior to the bid opening. All requests for interpretations of specifications must be made in writing as instructed in this document not later than five (5) business days prior to receipt of bids.
2. Any changes to this solicitation will be issued via a written addendum. Such addendum will be issued no later than 72 business hours prior to the bid opening. The CCWA will take reasonable steps to ensure that known perspective Bidders have all applicable addenda, however, it is ultimate responsibility of the Bidder to ensure they have all applicable addenda to the bid submission. An addendum may be issued via the CCWA website, email, fax or regular mail. The CCWA assumes no responsibility for the Bidder's failure to receive any addenda issued.
3. The Bidders must acknowledge any issued addenda. Bidders who fail to acknowledge the receipt of any addendum will result the rejection of the bid if the addendum contained information which substantively changed the CCWA's requirements. This determination will be at the sole discretion of CCWA. The CCWA assumes no responsibility for the Bidder's failure to acknowledge any addenda issued.
4. Unless it is otherwise stated in the bid documents, it shall be the responsibility of the bidder 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 bid process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the bidder 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 bidder.

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 2

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5. 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.
6. In the event that, after the acceptance of a bid by the Board of Directors of the CCWA, any unsuccessful bidder 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 bidder 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.
7. Information submitted by the Bidder 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.
8. Bids must be made on the enclosed Bid Form. Unless otherwise requested, one (1) original and at least two (2) copies of the Bid Form need to be submitted, and these copies must be **typewritten or printed in ink.** All copies of any Bid Forms must be signed in ink by the person or persons authorized to sign the Bid Form. The person signing the Bid Form must initial any changes or corrections.
9. The name of the person, firm, or corporation making the bid must be printed in ink, along with the bidder'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.
10. All bids must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or

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corporation making the bid shall submit it in a sealed envelope on or before the date and time specified in the bid package. The envelope shall be marked "**Sealed Bid**" and carry the bid title, and date and time of opening as set forth in the bid package. The envelope shall also bear the name of the party making the bid and the party's address. Unless otherwise instructed, address bids to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. Even if a bid is not submitted, the Bid Form should be returned signed and with an explanation, otherwise the result will be deletion from the mailing list.

11. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Bidder's bid. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the bidder 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.
12. In the case of goods, the person, firm or corporation making the bid may bid all items. All items may be considered separately, at the discretion of the CCWA.
13. In the case of equipment, these must be new and the most current model available. Determination of best bid response relies in part on the number of required specifications met.
14. In the event that no bidders meet specifications, the CCWA reserves the right to either reject all bids, or choose whichever equipment is most advantageous to CCWA.
15. No person shall prevent or attempt to prevent competition in such bid. Such bidders 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.
16. Bids shall not be withdrawn or cancelled by the bidder past the bid opening date and time. The bidder may make modifications/corrections to the bid by submitting a corrected seal bid but only if the change is prior to the bid opening. The corrected document should be clearly marked that it supersedes the bid originally submitted.

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 2

Bid Requirements

Section 1: Instructions to Bidders

No modification or corrections will be allowed subsequent to the bid opening.

17. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the CCWA for sixty (60) days after the date set for the opening thereof.
18. By tendering a bid, the bidder certifies that the bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The bidder further certifies that the prices shown in any schedule of items on which the bidder 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. Bidders 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 bidder shall merit withdrawal of the bid.
19. Copies of all communication pertaining to bids must be sent to the CCWA Procurement and Compliance Section.
20. 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 Bidder.
21. Bidders 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.
22. 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. The Bidder shall retain title for the risk of transportation, including filing for loss or damage. In case of critical need, if the successful bidder cannot deliver the goods upon CCWA's urgent demands, CCWA reserves the right to pick up the goods from the bidder at a discount,
23. Quantities when shown are estimates only, based on anticipated needs. The CCWA does not guarantee any minimum or maximum quantities under this

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Section 1: Instructions to Bidders

bid/contract. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a bidder 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.

24. 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.
25. The bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Contractor.
26. The successful bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
27. The Contract between the CCWA and the Contractor 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.
28. 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 made to the next lowest responsible vendor, or the work may be re-advertised or constructed by the CCWA.
29. Award of this bid shall be by action of the CCWA Board at its regular monthly meeting.
30. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the cost thereof; to reject any bid, or any number of bids; to negotiate with any bidder 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

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Bid Requirements

Section 1: Instructions to Bidders

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. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of error(s).
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 Requesting 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 the CCWA in determining the lowest responsible bid:
 - a. Ability of bidder to perform in the time frame needed by the CCWA.
 - b. Reputation of the bidder in its industry.
 - c. Reasonableness of the bid in relation to anticipated costs.
 - d. Ongoing relationships with the CCWA based on above-average prior performance of work with CCWA.
 - e. Preference for local vendors where there is no significant variance in price or service.

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Division 2

Bid Requirements

Section 1: Instructions to Bidders

34. Bidders are notified that CCWA reserves the right to include among the factors considered in awarding the contract the proximity of each bidder's place of business to any affected Authority facility. CCWA further reserves the right to award the contract to a bidder other than the bidder offering the lowest price where: (a) the difference in price between the low bidder and the preferred bidder 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 bidder's place of business to the affected Authority facility or facilities. In such a situation, by responding to this bid, the bidder waives any cause of action against CCWA for frustration of bid or under any similar legal theory; furthermore, the bidder 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. Bidders are encouraged to solicit minority and women-owned businesses whenever they are potential sources.
36. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses. Additionally, it is encouraged that bidders access certified Small Local Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online under the tab for "Directories", link for "UCP Directory - Excel" at:

<http://www.dot.ga.gov/PS/Business/DBE>.

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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Division 2

Bid Requirements

Section 1: Instructions to Bidders

37. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful 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 bid and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement included after the Agreement Form of these documents.

END OF SECTION

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 2

Bid Requirements

Section 3: Required Bid Submittals

3.1 Bid Submittal Requirements:

The following items are required to be included as part of the bid submittal. Failure to include any of these items may result in the bid 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. Bid Form – *Bidders must submit their completed and signed Bid Form.*
- B. Bidder Qualification Information Form.
- C. References
- D. CCWA SLBE Certificate and/or required SLBE Forms (as applicable).
An indication of "N/A" for "not applicable" must be noted as appropriate.
- E. Non-Collusion Certificate.
- F. Certification of Absence of Conflict of Interest.
- G. Copy of Product Catalog or Brochure.
- H. Copy of the Manufacturer's Warranty Statements.
- 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. Any other items as required in this RFB including but not limited to the items contained in the Instructions to Bidders, Bid Form and Specifications sections.
- L. All addenda issued.

END OF SECTION

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 2 **Bid Requirements**

Section 4: Bid Form

Bid of _____

(Hereinafter "Bidder"), 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 Bids, Bidder hereby proposes to provide: **Three (3) Dewatering Pumps** in strict accordance with the bid documents as enumerated in the Request for Bids, within the time set forth therein, and at the prices stated below.

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

In submitting this bid, Bidder certifies Bidder 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.

Bidder accepts the terms and conditions of the Bid Documents.

ADDENDA: Bidder acknowledges receipt of the following Addenda:

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Division 2

Bid Requirements

Section 4: Bid Form

ONE (1) FOUR INCH (4") DRI-PRIME SILENT PUMP

FOUR INCH PUMP MAKE AND MODEL: _____

PRICE F.O.B. JONESBORO, GA: _____

PAYMENT TERMS *(Including Discounts)*: _____

ESTIMATED DELIVERY TIME *(Days)*: _____

DATE: _____

ONE (1) SIX INCH (6") DRI-PRIME SILENT PUMP

SIX INCH PUMP MAKE AND MODEL: _____

PRICE F.O.B. JONESBORO, GA: _____

PAYMENT TERMS *(Including Discounts)*: _____

ESTIMATED DELIVERY TIME *(Days)*: _____

DATE: _____

ONE (1) FOUR INCH (4") DRI-PRIME PUMP

FOUR INCH PUMP MAKE AND MODEL: _____

PRICE F.O.B. JONESBORO, GA: _____

PAYMENT TERMS *(Including Discounts)*: _____

ESTIMATED DELIVERY TIME *(Days)*: _____

DATE: _____

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 2

Bid Requirements

Section 4: Bid Form

Submitted By:

COMPANY NAME OF BIDDER:

BY (OFFICER NAME):

SIGNATURE:

TITLE

COMPANY ADDRESS:

CITY, STATE, ZIP CODE:

PHONE NUMBER:

E-MAIL ADDRESS:

DATE:

END OF SECTION

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

COMPANY NAME OF BIDDER:

NUMBER OF YEARS IN BUSINESS:

COMPANY BUSINESS ADDRESS:

TELEPHONE NUMBER:

POINT OF CONTACT NAME:

POINT OF CONTACT EMAIL ADDRESS:

COMPANY TAX ID NUMBER:

COMPANY WEBSITE:

ENTITY TYPE:

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

NAME OF PRINCIPAL OFFICERS:

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Bid Requirements

Section 6: Bidder Qualification Information

REFERENCES

LIST AT LEAST 5 REFERENCES THAT DEMONSTRATE SIMILAR EXPERIENCE AND SUCCESS IN SUPPLYING SIMILAR DEWATERING PUMPS

THE CLAYTON COUNTY WATER AUTHORITY (CCWA) SHOULD NOT BE LISTED AS A REFERENCE.

COMPANY/GOV'T ENTITY NAME: _____
PUMP THAT WAS PROVIDED: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____

COMPANY/GOV'T ENTITY NAME: _____
PUMP THAT WAS PROVIDED: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____

COMPANY/GOV'T ENTITY NAME: _____
PUMP THAT WAS PROVIDED: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____

COMPANY/GOV'T ENTITY NAME: _____
PUMP THAT WAS PROVIDED: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____

COMPANY/GOV'T ENTITY NAME: _____
PUMP THAT WAS PROVIDED: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____

END OF SECTION

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 2

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

8.1 Program Overview

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

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

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

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

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

To encourage participation in contracting regardless of company size, the Authority provides bidders with Solicitation Incentives to ensure that small businesses maintain a competitive advantage in the Authority's solicitation process. The Authority's three

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 2

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

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 bid amount to be discounted for evaluation purposes in determining the lowest responsive, responsible bidder, while the original bid amount will be the basis for contract award.

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

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

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

Preference Points

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

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

- 10 Points for CCWA SLBE Firms in Clayton County.

Three (3) Dewatering Pumps: One (1) Four Inch (4”) Dri-Prime Silent Pump, One (1) Six Inch (6”) Dri-Prime Silent Pump, and One (1) Four Inch (4”) Dri-Prime Pump

Division 2

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

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

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

8.3 SLBE Conclusion

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

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

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

8.4 Solicitation SLBE Required Form(s)

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

END OF SECTION

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 3

Contract Forms

Section 1: Agreement for Single Purchase of Goods

STATE OF GEORGIA

COUNTY OF CLAYTON

AGREEMENT FOR SINGLE PURCHASE OF GOODS

This Agreement for Single Purchase of Goods ("Agreement") is made and entered into this ____ day of _____, 20____, regarding Bid Number _____ ("the Solicitation"), 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 ("Authority"), and _____ ("Contractor"), from time to time collectively referred to herein as "Parties", witnesseth:

WHEREAS, the Authority made a solicitation for goods pursuant to the Solicitation; and

WHEREAS, the Contractor responded to the Solicitation and has been awarded the bid pursuant to the procurement policies of the Authority; and

WHEREAS, the Authority is contracting with the Contractor for the provision of the goods described herein under the terms specified.

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF GOODS:** The Contractor agrees to provide the goods to the Authority in such quantities and under such terms as detailed in the Solicitation, and Contractor's bid and response thereto, including, but not limited to, on the Bid Form.
2. **COMPENSATION:** As full compensation for the goods, the Authority shall pay, and the Contractor shall receive, the prices stipulated in the Contractor's bid and response to the Solicitation. As the Authority is a political subdivision of the State of Georgia and thus exempt from sales taxation, notwithstanding the terms of the Solicitation, Contractor acknowledges that the Authority shall not be responsible for payment of any sales taxes for the goods provided under this Agreement.

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 3

Contract Forms

Section 1: Agreement for Single Purchase of Goods

3. **DELIVERY OF GOODS:** If delivery of the goods is to occur by means of shipping, the Contractor shall ship the goods to the Authority under the terms of Free on Board (FOB) Destination. The Contractor shall cause the delivery of goods to the Authority within 60 calendar days after the Authority gives written notification to the Contractor of the award of the Solicitation to the Contractor. The Contractor shall immediately notify the Authority in writing of any event or condition that could delay delivery of the goods; provided, however, that such notification shall not require the Authority to waive of its rights or remedies under this Agreement.
4. **WARRANTY ON GOODS PROVIDED:** The Contractor warrants and represents that:
 - (a) 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.
 - (b) All goods are merchantable, of good material and workmanship, and free from defect.
 - (c) The goods shall be delivered free of the rightful claim of any person arising from patent or trademark infringement.
 - (d) 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.
 - (e) The goods are subject to the requisite manufacturer's warranties as applicable to the product purchased in new condition from the manufacturer.

The manufacturer's warranties 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. The rights and remedies of the Authority concerning latent defects shall exist indefinitely and shall not be otherwise affected by this paragraph. For defects or violations of the warranties, the Authority may, at its option, and in addition to other remedies available at law, either (i) return 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

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 3

Contract Forms

Section 1: Agreement for Single Purchase of Goods

and 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 the paragraph 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.

5. **INSPECTION:** As applicable, the Authority shall have the right to inspect the goods supplied 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 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 Contract Documents of the Solicitation. 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 those under the "Warranty" provisions of this Agreement. 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; such charges will also include time and material and

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

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Contract Forms

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appropriate indirect and overhead expenses. The Contractor shall maintain an inspection system acceptable to the Authority covering the goods furnished hereunder.

6. 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 Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the Authority and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
- (b) Employee Benefits. 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 and 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 Contractor under this Agreement. 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.

7. ASSIGNMENT AND SUBCONTRACTING: The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods hereunder without the prior express written consent of the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the "Warranty" provisions of this Agreement.

8. 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)

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

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refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

9. **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.
10. **INDEMNIFICATION.** To the fullest extent permitted by law, 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 any Authority Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided 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 save harmless and defend the Authority Indemnitees as provided herein. These obligations shall survive termination.
11. **TERMINATION FOR DEFAULT:**
 - (a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

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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 as the Authority may authorize in writing after receipt of notice from the Authority specifying such failure.

- (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, goods, similar to those so terminated, and the Contractor shall be liable to the Authority for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "Warrant" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with regard to defaults of subcontractors, where agreed to and applicable, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the goods to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

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obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

- (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.

12. **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 equal to the goods actually delivered prior to such notice.
13. **CONFLICTS OF INTEREST.** Contractor warrants and represents that:
 - (a) The provision of goods to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;
 - (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
 - (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.
14. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the Authority, as the case may be, with postage thereon fully prepaid and sent via electronic mail, as applicable, to an address publicly advertised by a Party or previously used to communicate to a Party. The effective time shall be at the time of mailing or sending.
15. **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.

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 3

Contract Forms

Section 1: Agreement for Single Purchase of Goods

16. **CONFIDENTIAL INFORMATION.** Contractor acknowledges that it 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 in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.
17. **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 Courts of Clayton County, Georgia.
18. **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.
19. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
20. **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.
21. **AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
22. **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. PDF signatures shall constitute original signatures.

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 3

Contract Forms

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23. **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.
24. **CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.
25. **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.

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 3

Contract Forms

Section 1: Agreement for Single Purchase of Goods

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

CLAYTON COUNTY WATER AUTHORITY

BY (sign): _____

NAME (print): _____

TITLE: _____

ATTEST (sign): _____

NAME (print): _____

DATE: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 3

Contract Forms

Section 1: Agreement for Single Purchase of Goods

Executed on behalf of:

CONTRACTOR:

BY (sign):

NAME (print):

TITLE:

[Corporate Seal]

ATTEST (sign):

NAME (print):

TITLE:

DATE:

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 3

Contract Forms

Section 4: Non-Collusion Certificate

STATE OF _____, COUNTY OF _____

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

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

_____, and that said

in proposing or procuring the Contract with the Clayton County Water Authority on the following project: **Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump**

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: _____
Bidder

By: _____
Name

By: _____
Name

Title: _____

Title: _____

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

Notary Public: _____ My Commission expires: _____

END OF SECTION

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 3

Contract Forms

Section 5: Certification of Absence of Conflict of Interest.

CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST

(O.C.G.A. § 36-80-28)

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

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

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

NAME OF CONTRACTOR

Name of Contractor's Authorized Official

Signature of Contractor's Authorized Official

DATE

END OF SECTION

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 4

Specifications

Section 1: Specific Conditions

1.1 Specific Conditions for the Three (3) Dewatering Pumps. To ensure compliance, please initial next to each of the specified conditions that your bid submission must adhere to.

- 1. Sales tax is not applicable to this bid. _____
- 2. Federal Excise tax is not applicable to this bid _____
- 3. The price must include delivery to the site _____
- 4. Payment terms should be clearly stated _____
- 5. CCWA reserves the right to demo the equipment prior to purchase.
This demo must be free of charge _____
- 6. Two (2) complete sets of hard copy Operation and Maintenance
Manual(s) to be provided at delivery _____
- 7. Warranty must be one year for parts and labor, unlimited hours _____

END OF SECTION

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 4

Specifications

Section 2: Equipment Specifications

2.1 One Four Inch (4") Dri-Prime Silent Pump

<u>SPECIFICATIONS FOR ONE (1) FOUR INCH (4") DRI-PRIME SILENT PUMP</u>	Meet Specs?	
	YES	NO

1. The Pump is a new current production model with no rebuilt or remanufactured parts or components with no more than 5 hours run time and not have been classified as a "demo" model		
2. The Pump will be backed by a service representative from a manufacturer based within a 50-mile radius of Morrow, Georgia, along with access to a regional parts inventory facility		
3. The Pump has a GP60 Highway Trailer Weight: 4,000 lbs.		
4. The Pump has a 4-inch 150# ANSI B16.5 suction connection.		
5. The Pump has a 4-inch 150# ANSI B16.5 delivery connection.		
6. Max capacity of 1,020 USGPM or greater.		
7. Max solids handling of 3.0" or greater.		
8. Max pressure of 75 psi or greater.		
9. Max suction pressure of 58 psi or greater.		
10. Max casting pressure of 113 psi or greater.		
11. Max operating speed of 2,200 rpm or greater.		
12. The Pump has a dry weight of 2,400 lbs. or less.		
13. The Pump has a wet weight of 2,800 lbs. or less.		
14. The Pump comes with a 24-hour parts and service guarantee.		
15. The Pump requires <u>NO</u> Daily Maintenance.		
16. The Pump's dry running, high pressure liquid lubricated seal which does not come in contact with material being pumped, with high abrasion resistant silicon carbide interfaces allowing the pump set to run dry indefinitely.		
17. The Pump's impeller should be cast chromium steel, able to withstand the abrasiveness of sand and other abrasive materials instead of standard ductile iron.		
18. The Pump is equipped with front and rear plates.		
19. The Pump has automatic prime guard controller for increasing fuel savings.		

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 4

Specifications

Section 2: Equipment Specifications

2.1 One Four Inch (4") Dri-Prime Silent Pump

<u>SPECIFICATIONS FOR ONE (1) FOUR INCH (4") DRI-PRIME SILENT PUMP</u>	Meet Specs?	
	YES	NO

20. The Pump has sight glass and measuring stick added to monitor level and quality of mechanical seal oil.		
21. The Pump is a silent pump.		
22. The Pump's sound attenuated enclosure noise is at 7 m(23ft) or less.		
23. The Pump is able to automatically prime to 28 ft (8.5 m) of suction lift.		
24. The Pump has automatic or manual starting/stopping available with mounted control panel or optional wireless remote access.		
25. The Pump takes Diesel fuel only.		
26. The Pump includes 20 ft. of 4 inch by 50 ft lay flat hose.		
27. The Pump includes at least 500 ft of 4 inch by 50 ft of lay flat hose.		

Note- Determination of equivalent equipment is solely at the discretion of CCWA.

Company: _____

Signature: _____

Title: _____

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 4

Specifications

Section 2: Equipment Specifications

2.2 One Six Inch (6") Dri-Prime Silent Pump

<u>SPECIFICATIONS FOR ONE (1) SIX INCH (6") DRI-PRIME SILENT PUMP</u>	Meet Specs?	
	YES	NO

1. The Pump is a new current production model with no rebuilt or remanufactured parts or components with no more than 5 hours run time and not have been classified as a "demo" model		
2. The Pump will be backed by a service representative from a manufacturer based within a 50-mile radius of Morrow, Georgia, along with access to a regional parts inventory facility		
3. The Pump has a GP60 Highway Trailer Weight: 4,000 lbs.		
4. The Pump has a 6-inch 150mm suction connection.		
5. The Pump has a 6-inch 150mm delivery connection.		
6. Max capacity of 2,290 USGPM or greater.		
7. Max solids handling of 3.0" or greater.		
8. Max pressure of 91 psi or greater.		
9. Max suction pressure of 58 psi or greater.		
10. Max casting pressure of 138 psi or greater.		
11. Max operating speed of 2,200 rpm or greater.		
12. The Pump has a dry weight of 3,100 lbs. or less.		
13. The Pump has a wet weight of 3,680 lbs. or less.		
14. The Pump comes with a 24-hour parts and service guarantee.		
15. The Pump requires <u>NO</u> Daily Maintenance.		
16. The Pumps dry running, high pressure liquid lubricated seal which does not come in contact with material being pumped, with high abrasion resistant silicon carbide interfaces allowing the pump set to run dry indefinitely.		
17. The Pumps impeller is cast chromium steel, able to withstand the abrasiveness of sand and other abrasive materials instead of standard ductile iron.		
18. The Pump is equipped with front and rear plates.		
19. The Pump has automatic prime guard controller for increasing fuel savings.		
20. The Pump has sight glass and measuring stick added to monitor level and quality of mechanical seal oil.		

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 4

Specifications

Section 2: Equipment Specifications

2.2 One Six Inch (6") Dri-Prime Silent Pump

<u>SPECIFICATIONS FOR ONE (1) SIX INCH (6") DRI-PRIME SILENT PUMP</u>	Meet Specs?	
	YES	NO

21. The Pump is a silent pump.		
22. The Pump's sound attenuated enclosure noise is at 7 m(23ft) or less.		
23. The Pump is able to automatically prime to 28 ft (8.5 m) of suction lift.		
24. The Pump has automatic or manual starting/stopping available with mounted control panel or optional wireless remote access.		
25. Pump takes Diesel fuel only.		
26. The Pump includes a 20 ft of 4 inch suction hose.		
27. The Pump includes at least 500 ft of 4 inch by 50 ft of lay flat hose.		

Note- Determination of equivalent equipment is solely at the discretion of CCWA.

Company: _____

Signature: _____

Title: _____

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 4

Specifications

Section 2: Specifications

2.3 One Four Inch (4") Dri-Prime Pump

<u>SPECIFICATIONS FOR ONE (1) FOUR INCH (4") DRI-PRIME PUMP</u>	Meet Specs?	
	YES	NO
1. The Pump is a new current production model with no rebuilt or remanufactured parts or components with no more than 5 hours run time and not have been classified as a "demo" model.		
2. The Pump will be backed by a service representative from a manufacturer based within a 50-mile radius of Morrow, Georgia, along with access to a regional parts inventory facility.		
3. The Pump includes a DOT trailer w/ electric brakes.		
4. The Pump has a 4-inch 150mm suction connection.		
5. The Pump has a 4-inch 150mm delivery connection.		
6. Max flow of 1,520 USGPM or greater.		
7. Max solids handling of 3.0" or greater.		
8. Max head of 155 ft or greater.		
9. Max operating pressure of 260 psi or greater.		
10. Fuel capacity 75 gals or more.		
11. Max operating speed of 2,200 rpm or greater.		
12. The Pump has a dry weight of 3,000 lbs. or less.		
13. The Pump has a wet weight of 3,533 lbs. or less.		
14. The Pump is able to have indefinite run-dry capability.		
15. The Pump requires <u>NO</u> daily maintenance.		
16. The Pump has oil-lubricated mechanical seals.		
17. The Pump's impeller are stainless steel.		
18. The Pump is equipped front and rear plates.		
19. The Pump has a sight glass and measuring stick added to monitor level and quality of mechanical seal oil.		
20. The Pump is capable to automatically prime to 28 ft (8.5 m) of suction lift.		
21. The Pump has automatic or manual starting / stopping available with mounted control panel or optional wireless remote access.		

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

Division 4

Specifications

Section 2: Specifications

2.3 One Four Inch (4") Dri-Prime Pump

<u>SPECIFICATIONS FOR ONE (1) FOUR INCH (4") DRI-PRIME PUMP</u>	Meet Specs?	
	YES	NO

22. The Pump takes Diesel fuel only.		
23. The Pump has 36hp or greater.		
24. The Pump includes at least 500 ft of 4 inch by 50 ft of lay flat hose.		

Note- Determination of equivalent equipment is solely at the discretion of CCWA.

Company: _____

Signature: _____

Title: _____

END OF SECTION

Clayton County Water Authority

April 2024

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

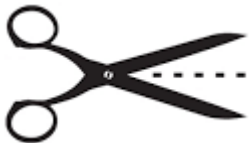
ATTACHMENT A

Bid Package Label

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

PACKAGE LABEL

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



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



**THREE (3) DEWATERING PUMPS
2024-DC-07**

Due Date and Time: Tuesday, May 7, 2024, at 2:00 p.m.. local time

VENDOR NAME: _____
Address: _____
City, State, Zip: _____
GA Utility License No: _____
(if applicable)

Clayton County Water Authority

April 2024

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

ATTACHMENT B

W-9 Form

Request for Taxpayer Identification Number and Certification

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

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

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number									
				-					
or									
Employer identification number									

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

What's New

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

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

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

Three (3) Dewatering Pumps: One (1) Four Inch (4") Dri-Prime Silent Pump, One (1) Six Inch (6") Dri-Prime Silent Pump, and One (1) Four Inch (4") Dri-Prime Pump

ATTACHMENT C

Vendor Information Form



CLAYTON COUNTY WATER AUTHORITY

FINANCE DEPARTMENT

1600 BATTLE CREEK ROAD | MORROW, GEORGIA 30260

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

VENDOR INFORMATION FORM

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

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

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

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