



REQUEST FOR BID
FUELING STATIONS UPGRADE

Bid Number: 2017-GS-03

MARCH 2017

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

Bid Opening: Tuesday, May 2, 2017 at 2:00 p.m. (local time)
1600 Battle Creek Road, Morrow, Georgia 30260

Non-mandatory pre-bid meeting: Tuesday, April 11, 2017 at 2:00 p.m. (local time)
1600 Battle Creek Road, Morrow, Georgia 30260

Non-mandatory site visits: Contact Mr. Marshall Maddox at 770-960-5213, or email at marshall.maddox@ccwa.us. Vendors must give 24 hours notice to schedule a site visit.

This procurement has a SLBE bid discount

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Addenda None issued at this time.

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Division 1

General Information

Section 1: Request for Bids

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

Name of Project: **Fueling Stations Upgrade**

The Clayton County Water Authority will open sealed bids from vendors at its offices located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Tuesday, May 2, 2017 at 2:00 p.m. (local time)** for Fueling Stations Upgrade. Any bids received after the specified time will not be considered.

A non-mandatory pre-bid meeting followed by a non-mandatory site visit will be held on **Tuesday, April 11, 2017 at 2:00 p.m. (local time)** at 1600 Battle Creek Road, Morrow, Georgia 30260. To arrange a site visit on a different date, vendors must contact Mr. Marshall Maddox at marshall.maddox@ccwa.us or call 770-960-5213 M-F from 8:00 am to 5:00 pm. Vendors must give 24 hours notice to schedule a site visit.

In an effort to promote responsible environmental practices the bid package will be provided via email upon request by calling **770-960-5223**, M-F, 8:00 am - 5:00 pm, or by e-mailing **CCWA_Procurement@ccwa.us**. A hardcopy bid package can also be requested at a cost of \$25.00.

Clayton County Water Authority
By: John Chafin, Chairman

END OF SECTION

Division 1

General Information

Section 2: General Overview

2.1 Intent and Purpose

The Clayton County Water Authority (CCWA) intends to contract with an experienced Contractor to upgrade two (2) Fueling Stations, by replacing the physical components of the systems on the fuel islands according to the specifications and requirements provided within this Request for Bid documents, meeting all federal, state, and local regulations.

2.2 Bid Evaluation

A contract will be awarded to the lowest responsive responsible bidder whose bid conforms to the Request for Bid specifications, and will be the most advantageous to the CCWA. An evaluation will also be performed to ensure bidder complies with the required submittals. Determination of best responsive responsible bidder will be the sole judgment of the CCWA.

To be considered responsive to this bid, bidders are required to bid on all work items listed on the "Bid Form", and to complete and provide all required bid submittals as listed on the "Bid Submittal Requirements".

This procurement will allow for Small Local Business Enterprise (SLBE) bid discounts up to 10% which will be applied to certified SLBE primes *ONLY (bidders only, not for use of any SLBE certified sub-contractors)*, depending upon their business location. Please refer to Division 2, Section 8 of this bid package for more details.

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 either by fax (770-960-5237) or by email to **CCWA_Procurement@ccwa.us** by **2:00 p.m. (local time)** on **Friday, April 14, 2017**. Any and all responses to bidders' questions will be issued in the form of an Addendum by fax or email. All addenda issued shall become part of the Bid Documents.

END OF SECTION

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. Regarding public works projects, requests for interpretations of specifications must be made in writing to the department proposing out the project not later than five (5) days prior to receipt of bids.
2. Unless it is otherwise stated in the bid documents, it shall be the responsibility of the 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 bidding 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.
3. Pre-bid meeting or any other information session will be held at the location as indicated in the solicitation. Unless indicated otherwise, attendance is not mandatory; although vendors are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the vendor must attend the meeting in its entirety to be considered eligible for solicitation award. Late entry to the meeting will not be allowed.
4. In the event that, after the acceptance of a bid by the Board of Directors of the CCWA, any unsuccessful 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.

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Bid Requirements

Section 1: Instructions to Bidders

5. 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.
6. 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.
7. 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.
8. 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 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. 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.
9. If published price books are a part of your Bid, one price book must be included with your Bid Form, and the successful Bidder is required to furnish additional current price books after award of the Bid.
10. 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

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Bid Requirements

Section 1: Instructions to Bidders

may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications, but may not alter any of the language contained in the solicitation.

11. In the case of goods, the person, firm or corporation making the Bid may Bid all items. All items may be considered separately, at the discretion of the CCWA.
12. Bidders for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the bid envelope and must enclose copies of any required license with the bid.
13. When public work is let out for bid, 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.
14. 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. No modification or corrections will be allowed subsequent to the bid opening.
15. 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.
16. 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.

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Bid Requirements

Section 1: Instructions to Bidders

17. Copies of all communication pertaining to bids must be sent to the Contracts, Compliance and Risk Management Section.
18. 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. The CCWA is exempt from federal or state sales taxes; do not include such amounts in the bid. Exemption certificates are furnished upon request.
19. 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.
20. 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.
21. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a 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.
22. 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.
23. 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.
24. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
25. 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.

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Bid Requirements

Section 1: Instructions to Bidders

26. 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.
27. Any Contract and Contract Bonds shall be executed in duplicate.
28. Award of this bid shall be by action of the CCWA Board at its regular monthly meeting.
29. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the amount 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 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.
30. 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.
31. 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 the Authority'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

Division 2

Bid Requirements

Section 1: Instructions to Bidders

may be present. A simple coin toss (called by the vendor listed first in the alphabet) will break the tie and decide the award.

32. 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 the Authority.
33. Bidders are notified that the Authority reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Bidder's place of business to any affected Authority facility. The Authority 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) the Authority'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 the Authority 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 the Authority in defending against any such claim.
34. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified small local, minority and women-owned businesses. Bidders are encouraged to solicit small local, minority and women-owned businesses whenever they are potential sources.
35. 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.

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Bid Requirements

Section 1: Instructions to Bidders

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

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

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

36. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful 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

Division 2

Bid Requirements

Section 2: Risk Management Requirements

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with CCWA Certificates of Insurance, certifying the required insurance coverages and stating that each policy has been endorsed to provide thirty (30) day notice to CCWA in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by CCWA's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

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Bid Requirements

Section 2: Risk Management Requirements

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The Umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the CCWA may elect to require higher limits.

Owner's Protective Liability – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations.

END OF SECTION

Division 2

Bid Requirements

Section 3: Bid Submittals

3.1 Required Bid Submittals:

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.

- A. Bid Form.
- B. Bidder Qualification Information Form including References.
- C. Georgia Security and Immigration Compliance Act of 2006 form.
- D. Contractor Affidavit and Agreement form.
- E. Subcontractor Affidavit form.

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

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

- F. Division 4 – Section 2 (General Requirements) of the RFB package.
- G. Contractor must provide a schedule of installation, maintenance, and implementation of the new systems.
- H. Contractor must provide a graphic design of the network operations.
- I. Addenda (if any).

END OF SECTION

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 "CCWA").

In compliance with the Request for Bids, Bidder hereby proposes to perform all Work for **Fueling Stations Upgrade** in strict accordance with the Contract 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.

CONTRACT EXECUTION AND BONDS:

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

Bidder accepts the terms and conditions of the Documents.

INSURANCE:

Bidder further agrees that bid amount(s) stated herein includes specific consideration for the specified insurance coverage.

CONTRACT TIME:

Bidder hereby agrees to commence work within fourteen (14) calendar days under this contract or on a date to be specified in the Notice to Proceed. The total time for the Bidder to complete this project shall not exceed thirty (30) calendar days. The Bidder and CCWA

Division 2

Bid Requirements

Section 4: Bid Form

recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by CCWA if the Work is not completed on time. Accordingly, instead of requiring such proof, CCWA and Bidder agree that as liquidated damages for delay (but not as a penalty), the Bidder shall pay to CCWA, as liquidated damages the amount of \$500.00 per calendar day for each and every day or part of a day thereafter that any work as described in the Contract Documents remains incomplete and/or not accepted by CCWA.

PAYMENT TERMS:

Payment terms are net 30 days after approval of completed work and receipt of a detailed invoice.

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

BID:

The undersigned proposes to complete, in all respects, sound and conformable with this Contract Document the work for the amounts as shown on the following Bid Form.

Division 2

Bid Requirements

Section 4: Bid Form

Total Lump Sum Bid Amount includes any and all costs including, but not limited to, labor, overhead, supervision, equipment, tools, products, materials, training, travel, demo, removal and disposal, including related expenses. **The Total Lump Sum Bid Amount will be the base for bid award.**

Master Site Location #1 - 7340 Southlake Parkway Morrow, GA 30260					
Item	Description	Quantity	UOM	Unit Price	Extended Amount
1	Double Pedestal Dispenser Unleaded Fuel	1	EA		
2	Double Pedestal Dispenser Diesel Fuel	1	EA		
3	Controller and HID Reader	1	EA		
4	Tank Monitoring Interface/Accessories	1	EA		
5	Software SQL Server Based	1	EA		
6	Passive Fuel Authorization Vehicle Kits	195	EA		
7	Manual Fuel Authorization Key	211	EA		
8	Connection Via Network Card	1	LS		
9	Installation and Training	1	LS		
TOTAL Location #1					
Remote Site Location #2 - 10110 Dixon Industrial Blvd. Jonesboro, GA 30236					
Item	Description	Quantity	UOM	Unit Price	Extended Amount
10	Single Pedestal Dispenser Unleaded Fuel	1	EA		
11	Single Pedestal Dispenser Diesel Fuel	1	EA		
12	Controller and HID Reader	1	EA		
13	Tank Monitoring Interface/Accessories	1	EA		
14	Connection Via Network Card	1	EA		
15	Installation	1	EA		
TOTAL Location #2					
TOTAL LUMP SUM BID AMOUNT					

Submitted by:

(COMPANY NAME OF BIDDER)

Division 2

Bid Requirements

Section 4: Bid Form

Note: Optional Items will not be used to determine best responsive responsible bidder. These items may or may not be procured as part of this bid.

OPTIONAL ITEMS				
Item	Description	Quantity	UOM	Extended Amount
16	Annual Maintenance – SOFTWARE	1	Yr	
17	Annual Maintenance – HARDWARE	1	Yr	

TOTAL OPTIONAL ITEMS (Annual Maintenance)	
--	--

I have read and understand the requirements of this request for bid and agree to provide the required goods and services in accordance with this bid.

Submitted by:

(COMPANY NAME OF BIDDER)

By: (OFFICER NAME)

(SIGNATURE)

(TITLE)

(DATE)

(COMPANY ADDRESS)

(CITY, STATE, ZIP CODE)

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

WEBSITE: _____

DATE: _____

END OF SECTION

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

COMPANY NAME OF BIDDER: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL
ADDRESS: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

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

NAME OF PRINCIPAL OFFICERS: _____

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

REFERENCES

**PROVIDE AT LEAST 3 REFERENCES FOR SIMILAR PROJECTS COMPLETED
WITHIN THE LAST FIVE (5) YEARS.**

OWNER: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
PROJECT DATE: _____

OWNER: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
PROJECT DATE: _____

OWNER: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
PROJECT DATE: _____

OWNER: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
PROJECT DATE: _____

END OF SECTION

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit ____ and is incorporated into this Agreement by reference herein.
- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
1. _____ 500 or more employees;
 2. _____ 100 or more employees;
 3. _____ Fewer than 100 employees.
- C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
 2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Clayton County Water Authority at any time."

Contractor _____

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

EEV / Basic Pilot Program* User Identification Number
Enter four to six digit numbers

Name of Contractor (Printed)

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE _____ DAY OF _____ 20____.

Notary Public

My Commission Expires

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with _____

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

EEV / Basic Pilot Program* User Identification Number
Enter four to six digit numbers

Name of Sub-Contractor (Printed)

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires

END OF SECTION

Division 2

Bid Requirements

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

8.1 Program Overview

Clayton County Water Authority (CCWA) has implemented a Small Local Business Enterprise Program to promote full and open competition in all government procurement and purchasing. Bid discounts for the use of Small Local Business Enterprises (SLBE's) are set on a contract by contract basis for each specific prime contract with subcontracting possibilities. CCWA wants to ensure that Bidders are non-discriminatory in their process of selecting sub-contractors. CCWA also wants to encourage Bidders to utilize small, minority or woman-owned businesses whenever possible. All forms included in this solicitation must be completed for Bidder to be considered responsive.

SLBE means a locally-based small business operating inside or outside of Clayton County, which meets the following criteria:

- A) 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; Architectural Firms – \$3,750,000; Engineering Firms – \$7,500,000, and Goods and Services – less than 250 employees.
- B) 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 prior to submitting application for certification.

If a firm is locally-based in one of the counties mentioned above, is currently certified as a small business through the DeKalb County, Clayton County, or the City of Atlanta, and can provide evidence of its certification, the firm will be provisionally accepted as a SLBE, provided that they complete the official certification application for CCWA within two (2) years following the date of provisional certification. If a firm meets these qualifications, but is not currently certified as a small business, then the firm must complete an application for certification with CCWA no later than seven (7) business days following the deadline for bid submission.

SLBE's 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

Division 2

Bid Requirements

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

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.

Participation in the SLBE program is not a requirement to participate in contracting with CCWA. The use of an SLBE is a requirement when bid discounts are to be sought. The Bidder will be required to complete the required forms as outlined in the following section.

8.2 SLBE Required Post Award Submittal

The following form must be provided post award, with each pay application:

- A) SLBE-4 – Post-Award–SLBE Participation Report–Bid Discount: Report detailing SLBE earnings.

8.3 Overview of Bid Discount

Bid discounts are incentives that allow an original bid amount to be discounted for evaluation purposes in determining the lowest responsive, responsive bidder, while the original bid amount will be the basis for the contract award. SLBE Bid Discounts will be applied to CCWA certified SLBE prime bidders only, and will range between 5% and 10% depending on the bidders' location. *SLBE discounts will be offered to bidders only, not for use of any SLBE certified sub-contractors.*

Example: A \$100,000 bid with a 5% bid discount would be evaluated at \$95,000. However, \$100,000 would be paid to the successful bidder.

The calculation of SLBE bid discounts shall be as follows:

There will be an applied tiered discount to bids based on what county the SLBE business is located.

- 10 percent for SLBE's in Clayton County.
- 7.5 percent for SLBE's within the next surrounding 5 counties (DeKalb, Fayette, Fulton, Henry and Spalding).
- 5 percent for SLBE's for the 5 outer counties (Cherokee, Cobb, Douglas, Gwinnett and Rockdale).

Division 2

Bid Requirements

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

- (1) Discounts are given to CCWA certified SLBE prime bidders only (*not for use of any SLBE certified sub-contractors*).
- (2) In the event of a tie bid between a discounted bidder and a non-discounted bidder, the discounted bidder (SLBE) will be recommended for the contract.

By signing the bid, the bidder is certifying that he/she has complied with the requirements of this program. Please contact Contracts, Compliance and Risk Management at ccwa_slbe_program@ccwa.us for a list of certified SLBE's. The list is also available through www.ccwa.us, under the tab for "Procurement", section for "Small Local Business Program".

FORM SLBE-4
POST AWARD – SLBE PARTICIPATION REPORT – BID DISCOUNT
INSTRUCTIONS TO CONTRACTORS

The prime contractor must complete and sign the participation report and submit the the completed and signed form with each pay application to the CCWA Project Manager in charge of the contract. Failure to submit this form may result in payment application being deemed incomplete.

1. Report Number: Reports must be consecutively numbered. It will only be necessary to submit a report in a period when the approved SLBE has performed a portion of the work that has been designated for the contract.
2. Date: Actual date of the report.
3. Prime SLBE: If you are the Prime Contractor and also the SLBE on the contract please check yes and insert assigned CCWA SLBE certification number. Note that %100 of SLBE dollars spent will be counted towards the SLBE contract or annual goal, if applicable.
4. Pay application end date: Reports must acknowledge the end date for the period for which is being reported.
5. Prior Earned Pay Application Amount: The amount previously submitted for payment on pay application.
6. Current Earned Pay Application Amount: The amount submitting with current payment application.
7. Earnings To-Date: The actual amount that each SLBE has earned to-date under the contract.
8. Total SLBE Earnings To-Date: The total is achieved by adding all payments to SLBE to date. (Previous payments reported + current payment reported)
9. Certification: The contractor's authorized representative must sign this form prior to submittal.

GENERAL INFORMATION

When the approved SLBE is to provide materials, goods or services, this completed form must be submitted to the CCWA Project Manager. The prime contractor must notify CCWA of any changes to SLBE firms.

When the prime contractor is an approved SLBE, it will only be necessary to complete the total SLBE earnings to-date. Joint ventures between non-SLBE and certified SLBE: Only that portion of the work for which the certified SLBE is responsible may be used to satisfy the requirement.

FORM SLBE-4
POST AWARD – SLBE PARTICIPATION REPORT – BID DISCOUNT

PROJECT NO. (S): _____

REPORT NO.: _____

CONTRACTOR: _____

DATE: _____

CONTRACT AMOUNT: \$ _____

PAY APPLICATION PERIOD END DATE: _____

PRIME SLBE CONTRACTOR? ☐ Yes ☐ No
 If Yes, insert CCWA SLBE Certification # _____

Check if final payment >>> ☐ FINAL PAYMENT

NAME OF APPROVED SLBE	DESCRIPTION OF WORK	PRIOR EARNED PAY APPLICATION AMOUNT	CURRENT EARNED APPLICATION AMOUNT	EARNINGS TO-DATE

TOTAL SLBE EARNINGS TO-DATE: _____

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CCWA AT ANY TIME.

SIGNED _____
 CONTRACTOR

REMARKS _____

FOR DEPARTMENT USE ONLY:

THIS DOCUMENT HAS BEEN REVIEWED AT THAT PROJECT LEVEL BY:

SIGNED _____ TITLE _____

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROGRAM LEVEL BY:

SIGNED _____ TITLE _____

Division 3

Contract Forms

Section 1: Agreement Form

**STATE OF GEORGIA
COUNTY OF CLAYTON**

**AGREEMENT FOR SINGLE PURCHASE
OF GOODS AND SERVICES**

This Agreement made and entered into this ____ day of _____, 2017, for **Fueling Stations Upgrade**, between the **CLAYTON COUNTY WATER AUTHORITY** (hereinafter "the Authority") and _____ (hereinafter "the Contractor"), witnesseth:

WHEREAS, the Authority is contracting with the Contractor for the provision of certain goods and services described below for the term specified herein;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES:** The Contractor shall provide the goods and services to the Authority in such quantities as the Authority requires for **Fueling Stations Upgrade**, as described in the Request for Bid dated March 2017.
2. **COSTS:** The Authority shall pay the Contractor the prices as stipulated in the Bid Form hereto attached as full compensation relative to the Bid dated _____, a copy of which is attached and incorporated into this contract. The Contractor shall receive one lump sum payment for items of work as noted in Division 4, Section 1 "Work Items and Measurement". Progress payments will not be allowed.

Lump Sum Work and Unit Price Work

Payment for Lump Sum and Unit Price work shall cover all work specified or shown in the Contract Documents, and shall be compensation in full for furnishing all supervision, labor, equipment and materials to complete the work. Full payment will be processed net 30 days upon submission of an Invoice and Affidavit of Completion by the Contractor. The invoice will be verified by the Authority representative, and any changes/corrections to the invoice will require the Contractor to correct and resubmit the invoice.

The Contractor must submit a completed and signed Form SLBE-4 (Monthly SLBE Participation Report) to the Authority with the invoice. The Authority shall pay the Contractor net 30 days upon receipt of the invoice and the completed

Division 3

Contract Forms

Section 1: Agreement Form

SLBE-4 Form, and upon acceptance of the work in accordance with the specifications. Payments will be made via regular US Mail.

3. **TIME FOR COMPLETION OF PROJECT:** Contractor hereby agrees to commence work within fourteen (14) calendar days under this contract or on a date to be specified in the Notice to Proceed. The total time for the Contractor to complete this project shall not exceed thirty (30) calendar days. The Contractor and Authority recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by the Authority if the Work is not completed on time. Accordingly, instead of requiring such proof, Authority and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the Authority, as liquidated damages the amount of \$500.00 per calendar day for each and every day or part of a day thereafter that said work remains incomplete.
4. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects for a period of two (2) years from the date of final acceptance. The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to the Authority.
5. **WARRANTY ON GOODS PROVIDED:** The Contractor warrants its goods for a period of two (2) years from the date of final acceptance. Furthermore, the Contractor warrants that 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; and that all goods are merchantable, of good material and workmanship, and free from defect. Such warranties, together with the Contractor's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the goods and shall run to the Authority, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defects 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 affected in any way by any terms and conditions of this Agreement, including this clause. The Authority may, at its option, and in addition to other remedies

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Contract Forms

Section 1: Agreement Form

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 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 subject to the provision of this paragraph and the paragraph of this Agreement entitled "inspection" in 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.

6. **INSPECTION:** 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 give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve it, 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. 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

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Section 1: Agreement Form

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

7. **CONTRACTOR'S AFFIDAVITS:** The Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon Final Payment" provided by the Authority before receiving any interim or final payment for any services performed.
8. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.
9. **THE AUTHORITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (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.
10. **WORK ON THE AUTHORITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's

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Section 1: Agreement Form

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. The Contractor shall defend, indemnify, and hold the Authority harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the Authority. The Contractor, and any subcontractor's used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the Authority's request, the Contractor shall furnish to the Authority certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the Authority thirty (30) days prior written notice of cancellation of the coverage.

11. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as Exhibit A and hereby incorporated into this Agreement.
12. **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 Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the Authority may authorize in writing) after

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Contract Forms

Section 1: Agreement Form

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, services, 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 "WARRANTY" 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, 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 services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" 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 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.

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13. **TERMINATION FOR CONVENIENCE:** The Authority may at any time by written notice terminate all or any part of this Agreement for the Authority's convenience. If this Agreement is terminated, in whole or in part, for the Authority's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
14. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
15. **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. The effective time shall be at the time of mailing.
16. **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.

SIGNATURES ON NEXT PAGE

Division 3

Contract Forms

Section 1: Agreement Form

IN WITNESS WHEREOF this _____ day of _____,
2017, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CLAYTON COUNTY WATER AUTHORITY

BY: _____

P. MICHAEL THOMAS

TITLE: GENERAL MANAGER

[Corporate Seal]

ATTEST: _____

DATE: _____

CONTRACTOR

BY: _____

TITLE:

[Corporate Seal]

ATTEST: _____

_____ - Corporate Secretary

DATE: _____

Division 3

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Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the Authority Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the Authority in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the Authority's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

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RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the Authority may elect to require higher limits.

Owner's Protective Liability – The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

END OF SECTION

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: **Fueling Stations Upgrade**

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

Division 4

Specifications

Section 1: Project Overview

1.1 Project Background

The Clayton County Water Authority (CCWA) has two (2) fuel stations: one located at 7340 Southlake Parkway, Morrow, GA 30260, and one located at 10110 Dixon Industrial Blvd., Jonesboro, GA 30236. The equipment and software systems (Gasboy Series P/C 1000 FleetKey) installed in the early 1990's, contain deficiencies and use outdated dialup modem technology for connectivity. The Dixon Fuel Station frequently loses connectivity. The current pumps each have a single dispenser and require manual entry and vehicle information, such as mileage and hours, from the terminal into the JD Edwards ERP software. To process the data into our financial control system, significant labor is expended to assimilate and manage the data gathered by the fuel stations.

1.2 Project Scope

The project consists on removing and disposing of the physical components of the system on the fuel islands, and replacing with a new system according with the specifications outlined on Division 4, Section 2 of this Request for Bid package. The replaced components consist of:

- a. Two (2) new pumps at each station, one (1) diesel fuel and one (1) unleaded fuel.
- b. New Fuel Island Terminal (FIT) at each station.
- c. New Hardware and software for Ethernet connectivity to CCWA network.

The Southlake Fuel Station must have two (2) double pedestal dispensers, one for diesel fuel and one for unleaded fuel. The Dixon Fuel Station must have single pedestal dispensers, one for diesel fuel and one for unleaded fuel. The terminal must be able to receive a key backup and alpha-numeric data entry for fuel cans, and/or in the event of automatic operator and vehicle information transfer failure. The system must compile the operator and vehicle information into the fuel system database. The system must be equipped with wired Ethernet connectivity or an alternate for wireless connectivity. The software provided must be on a SQL database compatible with the JD Edwards ERP software to alleviate the data entry effort. Contractor must include appropriate literature on each piece of equipment being proposed.

Division 4

Specifications

Section 1: Project Overview

1.3 Coordination and Safety

- A. The Contractor shall coordinate work with CCWA staff to prevent any interruptions to operations, customers, and the general public.
- B. The Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby.
- C. The Contractor shall protect existing and adjacent properties, structures and utilities. Contractor is responsible for any damage to existing and adjacent properties, structures and utilities, and shall make all necessary repairs at no additional costs to CCWA
- D. The Contractor shall provide the names of all staff that will be working on the project and a list of vehicles that will be entering the work site premises. The vehicle list shall include the following vehicle information: make, model, color, license plate number, and any other information that describes and will help to identify the vehicle as being permitted to be on the premises.
- E. The Contractor shall keep gates to CCWA property locked to prevent access by unauthorized persons, while property is unattended by Contractor's personnel, and shall not allow unauthorized persons entry to CCWA property.
- F. The Contractor shall lock all gates at the end of each work day.

1.4 Acceptance

- A. Full payment will be processed net 30 days upon submission of an Invoice and Affidavit of Completion by the Contractor. The invoice will be verified by the Authority representative, and any changes/corrections to the invoice will require the Contractor to correct and resubmit the invoice. The Contractor must submit a completed and signed Form SLBE-4 (Monthly SLBE Participation Report) to the Authority with the invoice. The Authority shall pay the Contractor net 30 days upon receipt of the invoice and the completed

Division 4

Specifications

Section 1: Project Overview

SLBE-4 Form, and upon acceptance of the work in accordance with the specifications. Payments will be made via regular US Mail.

- B. A CCWA Representative shall inspect all components of the Project for compliance with the Contract Documents. The Contractor shall, at all times, permit and facilitate inspection of work by the CCWA. The presence of a CCWA Representative on the site of work shall not be construed to, in any manner, relieve the Contractor of their responsibility for strict compliance with the Contract Documents. The CCWA Representative shall inform the Contractor when work is deficient from the Contract Documents. Deficiencies shall be addressed in a timely manner as determined by the CCWA Representative.
- C. Final acceptance of the Project by the CCWA shall be when the Contractor has met all terms and conditions as set forth by the Contract Documents. The date of Final Acceptance shall be no later than the date the CCWA approves the Contractor's request for payment. Final acceptance shall be written, signed and dated by the CCWA Representative.

END OF SECTION

Division 4

Specifications

Section 2: Work Items and Measurement

2.1 General

- A. This Section describes all line items listed on the Bid Form for processing payment.
- B. The basis for payment will be the bid unit prices and/or lump sum amounts included in the Bid Form and the actual quantities of work completed by the Contractor and approved by the CCWA. The CCWA reserves the right to adjust the quantities up or down as necessary to address needs.
- C. Nothing in this Section shall be construed as providing for additional payment beyond the Work Items. No payment will be made for partially completed Work Items. No payment will be made for the completion of excessive quantities of a Work Item as determined by the CCWA.

2.2 Work Items and Measurement

The following descriptions explain the line items listed on the Bid Form:

Item 1: Double Pedestal Dispenser Unleaded Fuel: Defined as one fuel product unit with two hoses, electronic register which displays both front and back of cabinet. Internal Filter: Spin on filter canister located before meter and valve to ensure product purity and protect critical components from contamination. Unit of measurement is US gallons, UL or cUL approved.

Item 2: Double Pedestal Dispenser Diesel Fuel: Defined as one fuel product unit with two hoses, electronic register which displays both front and back of cabinet. Internal Filter: Spin on filter canister located before meter and valve to ensure product purity and protect critical components from contamination. Unit of measurement is US gallons, UL or cUL approved.

Item 3: Controller and HID Reader: Defined as fuel management system equipment that is completely self-contained with everything necessary to automate and manage fuel dispensing. Which can control access to fuel, track usage and cost and interface to fleet management systems.

Item 4: Tank Monitoring Interface/Accessories: Defined as a tank monitor interface kit that permits automatic reconciliation of tank levels with declining balance.

Division 4

Specifications

Section 2: Work Items and Measurement

Item 5: Software SQL Server Based: Defined as Windows based software operating on a SQL platform which can be PC or server based allowing transaction data to be easily exported to a fleet maintenance or accounting program.

Item 6: Passive Fuel Authorization Vehicle Kits: Defined as an AIM (Automotive Information Module) unit is connected directly to a vehicle's OBD port, and collects vital information, and then sends it to the fuel management unit by RF during fueling operations.

Item 7: Manual Fuel Authorization Key: Defined as high strength, plastic composite keys containing nonvolatile, read/write memory chips, which can be encoded with confidential information to control access to dispensers and streamline product transaction data.

Item 8: Connection Via Network Card: Defined as device that provides the hardware interface between the fuel management system to CCWA's computer and or a network.

Item 9: Installation and Training: Defined as providing safe and environmentally responsible demolition and disposal of existing terminals, dispensers and any associated hardware. Provide all necessary hardware for mounting all the new equipment and associated and providing all certifications, permits, fees, and licenses as needed to be in compliance with all local and state laws for both locations stated in the bid document. Provide eight hours of training on setup, system programming, operation and trouble shooting.

Item 10: Single Pedestal Dispenser Unleaded Fuel: Defined as dispenser using one fuel product with a single hose, electronic register which displays both front and back of cabinet. Internal Filter: Spin on filter canister located before meter and valve to ensure product purity and protect critical components from contamination. Unit of measurement is US gallons, UL or cUL approved.

Item 11: Single Pedestal Dispenser Diesel Fuel: Defined as dispenser using one fuel product with a single hose, electronic register which displays both front and back of cabinet. Internal Filter: Spin on filter canister located before meter and valve to ensure product purity and protect critical components from contamination. Unit of measurement is US gallons, UL or cUL approved.

Division 4

Specifications

Section 2: Work Items and Measurement

Item 12: Controller and HID Reader: Defined as Defined as fuel management system that is completely self-contained with everything necessary to automate and manage fuel dispensing. Which can control access to fuel, track usage and cost and interface to fleet management systems or accounting programs.

Item 13: Tank Monitoring Interface / Accessories: Defined as a tank monitor interface kit that permits automatic reconciliation of tank levels with declining balance.

Item 14: Connection Via Network Card: Defined as device that provides the hardware interface between the fuel management system to CCWA's computer and or a network.

Item 15: Installation: Defined as providing safe and environmentally responsible demolition and disposal of existing terminals, dispensers and any associated hardware. Provide all necessary hardware for mounting all the new equipment and associated and providing all certifications, permits, fees, and licenses as needed to be in compliance with all local and state laws for both locations stated in the bid document.

Item 16: Annual Maintenance – SOFTWARE: Defined as providing any setup, new updates, fee's and support associated to its operation over one year.

Item 17: Annual Maintenance – HARDWARE: Defined as pricing over a year to perform repairs to all the fueling equipment and preventive maintenance to maintain it's fully operational and in compliance with all local and state laws for both locations stated in the bid document.

END OF SECTION

Division 4

Specifications

Section 3: General Requirements

All 21 items must be answered by checking “Yes” or “No”, and based on the answer, a detailed explanation must be provided (i.e. 1: *The system must be new* – Meets Specs = YES – Detailed Explanation: *“Our proposed system will be new”*).

GENERAL REQUIREMENTS		MEET SPECS		DETAILED EXPLANATION
		Yes	No	
1	The system must be new.			
2	The system shall provide accurate accounting of all fuel being dispensed, adjacent tank levels, vehicle information, and employee identification.			
3	The accuracy shall meet the specifications of the commercial fuel industry standards.			
4	The system shall identify the operator and vehicle information including the Vehicle Identification Number, JD Edwards (current ERP Software) Asset # and Unit #, mileage, and which dispenser was used. Some common systems to achieve this include a fuel ring to identify vehicle, transponder, and OBD2 device. Please specify what methods you will use to achieve those objectives.			
5	The software shall allow manual entry of operator and vehicle information. This can occur when vehicles are used on prolonged trips requiring intermediate fueling before returning.			
6	The operator can call or email the CCWA Fuel Station Administrator to communicate the information needing update.			

Company Name of Bidder: _____

Division 4

Specifications

Section 3: General Requirements

All 21 items must be answered by checking “Yes” or “No”, and based on the answer, a detailed explanation must be provided (i.e. 1: *The system must be new* – Meets Specs = YES – Detailed Explanation: *“Our proposed system will be new”*).

GENERAL REQUIREMENTS		MEET SPECS		DETAILED EXPLANATION
		Yes	No	
7	Operator Identification and Transfer: At the terminal, the system will prompt (Y/N) for assigned vehicle operator. If response is No, the system will prompt for their pre-programmed 6 digit employee number, verify against database and include or advise “not found” and store assigned operator.			
8	Communication protocol between the FSC (Fuel System Control) and or the FIT's shall be Ethernet.			
9	At the terminal, each station equipment shall have a USB port on electronic equipment for local download.			
10	The system shall have the capacity to directly interface to an ASCII terminal, computer or mainframe computer, which is capable of performing ASCII communication. One of these devices shall be required to configure the system and generate reports.			
11	Ability to identify the exact gas can and fill gas cans ranging in volume from 1 gallon to 10 gallon.			
12	Ability to correlate equipment usage using the gas can fueling data.			

Company Name of Bidder: _____

Division 4

Specifications

Section 3: General Requirements

All 21 items must be answered by checking “Yes” or “No”, and based on the answer, a detailed explanation must be provided (i.e. 1: *The system must be new* – Meets Specs = YES – Detailed Explanation: *“Our proposed system will be new”*).

GENERAL REQUIREMENTS		MEET SPECS		DETAILED EXPLANATION
		Yes	No	
13	The operator shall be able to program into system memory up to 16 tank inventory balances. The inventory balance for each product shall be reduced automatically as each fueling transaction occurs. The operator shall be able to change this number to accommodate fuel deliveries and or adjustments. The system shall be capable of displaying, on demand, the current inventory amount for each individual tank.			
14	The software will provide the ability to capture inventory and delivery information from the automatic tank gauge system and compare to transactions handled by the system software for inventory reconciliation purposes.			
15	The software shall provide automatic and on-demand transaction polling to provide ease of reporting reconciliation information. The software shall be able to run in a virtual environment (VMware) and be able to process any number of sites. LAN/WAN connections shall be available for communications at each site for the fuel control system to interface into CCWA’s network.			
16	Provide safe and environmentally responsible demolition and disposal of existing terminals and dispensers.			

Company Name of Bidder: _____

Division 4

Specifications

Section 3: General Requirements

All 21 items must be answered by checking “Yes” or “No”, and based on the answer, a detailed explanation must be provided (i.e. 1: *The system must be new* – Meets Specs = YES – Detailed Explanation: *“Our proposed system will be new”*).

GENERAL REQUIREMENTS		MEET SPECS		DETAILED EXPLANATION
		Yes	No	
17	Provide all necessary hardware for mounting new equipment.			
18	All certifications, permits, fees, and licenses.			
19	The hardware shall have a minimum of a one (1) year parts and 90 days labor warranty.			
20	Provide software upgrades, updates, and bug fixes.			
21	Provide maintenance agreement for both hardware and software.			

Data should be stored and retrievable with the following format:

1. SQL format.
2. Employee # 6-digit minimal with password to identify dispenser user
3. See attached spreadsheets for specific but not limited to data storage requirements.

Supply and install tank level indicators in the 4 tanks. Gauges shall be accurate to 1% tank height and provide 4 to 20 mA signal to fuel system hardware for data storage. Conduit and wires are present.

Company Name of Bidder: _____