



**QUALITY WATER
QUALITY SERVICE**

REQUEST FOR PROPOSALS

May 2014

JDE E-1 CNC Managed Services and IBM Power 6/7 Support Services

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

Proposal Opening

**Tuesday, June, 17 2014 at 3:00 p.m. (local time)
1600 Battle Creek Road, Morrow, GA 30260**

**Non-Mandatory Pre-Proposal
Conference Call**

Tuesday, May, 27 2014 at 3:00 p.m. (local time)

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Project Overview

Section 1: Request for Proposals

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

Name of Project: JDE E-1 CNC Managed Services and IBM Power 6/7 Support Services.

The Clayton County Water Authority will open sealed proposals from contractors at its office located at 1600 Battle Creek Road, Morrow, Georgia 30260 on **Tuesday, June 17, 2014 at 3:00 p.m. (local time)** for **JDE E-1 CNC Managed Services and IBM Power 6/7 Support Services**. Any proposals received after the specified time will not be considered.

A Non-Mandatory Pre-Proposal Conference Call will be held on Tuesday, May 27, 2014 at 3:00 p.m. (local time). Vendors interested in participating in the conference call meeting should email our Procurement Department at **ccwa_procurement@ccwa.us** no later than Tuesday, May 27, 2014 by noon. The email needs to include the participant's phone number and CCWA will provide call in instructions.

In an effort to promote responsible environmental practices the proposal package is available in electronic (Adobe PDF) format and can be requested by calling **770-960-5223**, M-F, 8:00 am - 5:00 pm or by e-mail to **CCWA_Procurement@ccwa.us**. Proposers will need to provide contact information and an email address and any file size transfer limits to insure email transmittals can be made. A hardcopy proposal package can also be requested at a cost of \$25.

Clayton County Water Authority
Walter Marie Barber, Chairperson

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2.1 Objective

The purpose of this Request for Proposal (RFP) is to enable CCWA to select proposers which can provide the best solution and services and possess highly qualified and reliable personnel that specialize in Support, Managed Services and Configurable Networking Computing (CNC) Services relevant to the JD Edwards EnterpriseOne (9.0) System and associated IBM Power Systems technology.

Proposers must be an approved Oracle Business Partner to be considered for this RFP.

Proposers must be United States based companies, with headquarters physically located within the Continental United States. Not less than 70% of the personnel resources of proposers to be assigned to these tasks must all be physically located within the Continental United States. All management personnel of proposers to be assigned to these tasks must be physically located within the Continental United States.

The initial term of this contract will be for twelve (12) months, with the option to extend up to four (12) twelve months renewal terms with no changes in price, terms, and conditions, by written mutual consent by the Proposer and CCWA.

It is CCWA's intent to award Managed Services which includes system monitoring, CNC and associated IBM Power Systems work to a single proposer; however, CCWA reserves the right to award to multiple proposers for these services. It is CCWA's intent to award Development and Support work to multiple proposers. Additionally there should be no expectation of equal distribution of work by any proposer. CCWA further reserve the right to procure any such services by other means at its discretion.

CCWA will issue a Master Service Agreement with all awarded proposer followed by the issuance of a Statement of Work for each authorized task or project. A copy of our Master Service Agreement and Statement of Work template is included in this RFP.

2.2 Scope of Services

The selected proposers will work with CCWA staff by providing services including but not limited to CNC services for project management, technical subject matter expertise for the 9.X applications and CNC support for maintaining the 9.X

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architecture. The proposer will also provide support for the associated IBM Power 6/7 technology including but not limited to performance tuning and troubleshooting, as well as provide development support for specified activities.

2.3 Proposal Submission

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

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

2.4 Proposal Requirements

The awarded proposer along with designated Clayton County Water Authority personnel will be responsible for managing the tasks under this RFP.

2.5 Proposal Format:

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

1. Executive Summary

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

Please provide a detailed Service Level Agreement, complete with a coverage matrix, outlining the services covered as they relate to various CNC processes. Also include standard response times in relation to varying criticality levels. Please describe your critical levels. Please document the

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upgrade, implementation and support methodology your company uses for an In-house hosted EnterpriseOne project on IBM Power 6/7 technology.

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

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

2. Qualifications/Experience/Service Level

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

- Implementation of OID/SSO Integration with Microsoft Active Directory including Server Chaining
- Installation of Websphere Portal
- Server Manager Installation/Upgrade and monitoring set-ups
- Setting up windows native authentication integration with E1
- Installation of Configuration Manager
- Configuring Business Services
- Upgrading to Tools Release 9.x
- Installation of EnterpriseOne Application Pack
- Migration from MSDE to SSE
- Servicing IBM Power Systems technology including monitoring, tuning, application of PTF's, version upgrades and troubleshooting
- Other relevant new E1 components or integrations that you have done.
- Development work that you have done within JD Edwards
- Any IBM specific development work

Please propose a timeline phase approach on how you would recommend CCWA to sequence pursuing the above initiatives, detailing the staffing need from your practice and the number staff from CCWA.

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Using the CCWA Fact Sheet (shown below) and the initiatives listed above, please propose a 3 and 5 year Managed Services, Support and CNC plan for CCWA.

CCWA JDE Version	EnterpriseOne 9.0 \ Tools Release 8.98.4.3
CCWA # JDE Users	125+
CCWA # Fat Client	20
Went Live	Initial 2001, 9.0 February 1 st , 2012
Archiving	Have never archived
Modules we are currently running	<ul style="list-style-type: none"> • Budgeting • Accounts Payable • Accounts Receivable • General Ledger • Equipment Maintenance • Fixed Assets • Human Resources including ESS • Inventory and Purchasing (supply chain management) • Work Order • Payroll
Enterprise Server	<ul style="list-style-type: none"> • IBM OS/400 V7R1 • IBM Power 7 model 720 • 2 Logic Server (1 DV\PY, 1 PD) • 2 Batch Server (1 DV\PY, 1 PD) • **Non Prod Server is IBM Power 6, model 520
Load Balancing	<ul style="list-style-type: none"> • Not in effect yet • Have Riverbed software based load balancing available
Web Server	<ul style="list-style-type: none"> • Separate Instance on Power 720 • IBM OS/400 V7R1 • Websphere (WAS v7.0.0.11)

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Portal Server	<ul style="list-style-type: none"> • Runs on Web Server on Power systems • Separate Instance on Power 720 • IBM OS/400 V7R1 • Websphere (WAS v7.0.0.11)
Deployment Server	<ul style="list-style-type: none"> • Windows 2008 R2 • IBM Blades – VM – VMWare Tools 8.3.2 • Xeon CPU E7540 @ 2.00GHZ x2 • 4 GB Ram • C: Drive – 39 GB w\12 GB Free • D: Drive – 374 GB w\130 GB Free
Media Objects	<ul style="list-style-type: none"> • Windows 2008 R2 • IBM Blades – VM – VMWare Tools 8.3.2 • Xeon CPU E7540 @ 2.00GHZ x2 • 4 GB Ram • C: Drive – 39 GB w\27 GB Free • D: Drive –299 GB w\127 GB Free
Databases	<ul style="list-style-type: none"> • IBM DB2/400
Database Size	<ul style="list-style-type: none"> • 45GB per database • 1 Production and 5 Test databases (DEV, TRN, ISB, USB, CFG)
Interfaces	<ul style="list-style-type: none"> • 20+ Interfaces
Modification	<ul style="list-style-type: none"> • Several modifications, not high volume.
Security	<ul style="list-style-type: none"> • Security is currently split out to enable testing of security changes. <ul style="list-style-type: none"> a. DV/ISB – F00950 resides in Server Map Data Source b. PY/USB/PD – F00950 resides in the System Data Source

3. Project Understanding and Approach

The following are **minimum** requirements for external CNC Support to be provided to CCWA. In an attempt to illustrate their appreciation of the type of

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CNC Services offered and needed, proposers are encouraged to include any additional options to enhance their offering.

A. Tier-1 Support – CNC and IBM Power Technology

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

1. **Initial Dedicated Onsite Support:** Per CCWA's request, the primary resource will be onsite for the transition phase. Please provide an estimate of the duration of this phase.
2. **Guarantee of xx hours a month** of offsite/onsite support throughout term, which you will specify the number of guaranteed hours proposed.
3. **Dedicated Person:** Dedicated primary and secondary CNC technical resources (prequalified by CCWA) will be assigned to the account.
4. **Scheduled Hours:** Guaranteed time to speak with primary CNC specialist, during the week, twice a week (time and day to be pre-determined by CCWA)
5. **Standard Onsite Support:** When required, the primary CNC Support Specialist will be onsite at CCWA.
6. **Emergency Onsite Support:** A CNC technician will be onsite 'no later' than one business day from communicated emergency.
7. **Offsite Standard Response:** 30 minute response time for a standard call.
8. **Offsite Emergency Response:** 15-minute response time for emergencies.
9. **Upgrade Support:** When required, the primary CNC Technician will be onsite on upgrade initiatives and mock upgrade efforts.
10. **Workshop Support:** When required, the primary CNC Technician will be onsite to provide needed workshops for CCWA internal employees.
11. **System Health Support:** CCWA is a 24 by 7 operation with heavy users from 7:00 am to 5 pm and minimal users the rest of the day. Please describe how you would handle system checks to ensure that

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CCWA's operations are monitored and its health checked to support the 24 x 7 operation described above.

12. **Incident/Request Tracking System:** Please provide detailed description of your Incident/Request Tracking System. Do you have a Service Ticket site that CCWA will be using to enter ticket request? Include procedures for entering requests and/or incidents. Include training to be provided with regards to using the system.
13. **SYSTEM Monitoring:** What are your system monitoring solutions in place? Are they automated? What types of tools/reporting are in place? How will they be shared with CCWA?
14. **Reporting:** Please describe the different types of report that you will be providing CCWA. Please attach samples of the reports.

B. Onsite Support

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

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

C. Dedicated CNC Specialist

1. Proposer must dedicate a primary and secondary resource solution to CCWA. The secondary resource is to be contacted by the primary resource in the event of an emergency. It is the responsibility of the Proposer to have the primary and secondary resource stay current with CCWA's E1 environment.

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2. The secondary resource will be updated weekly by the primary and will often sit in on the weekly meetings.
3. The primary resource will be available per contract terms and will make daily decisions per contract terms and client needs on a weekly basis.
4. There should be a singular method of communication between CCWA and both resources (single phone number and e-mail for both resources).
5. The primary resource should conduct a yearly CNC audit to verify the soundness of the CNC infrastructure of CCWA. The audit should produce a written report with recommendations for improvement. The first audit should be conducted as soon as the engagement with CCWA commences.
6. The primary resource should document CNC settings, set-ups and any changes done to CCWA's CNC configuration.

D. High Availability Support

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

E. JD Edwards Development Support

1. From time to time, development support will be needed for specific JD Edwards and Power 7 activities. For certain projects it is anticipated that CCWA may request a scope of work and cost estimate from all contractors to determine which firm to award the project. Based on detailed project requirements, understanding and specific expertise of the Contractor, schedule and cost estimate, CCWA will issue the Task

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Order to the Contractor which provides the best approach to meeting CCWA's interests. Where CCWA determines that current Contractor(s) has provided expertise or costs that are acceptable to CCWA, CCWA reserves the right to procure services from others.

F. Response times and scheduled hours

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

G. Issue Escalation and Warranty

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

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H. Other Required Terms

1. Bankruptcy - Proposer must give CCWA a minimum two-month advance notice in the event of, a pending Chapter 9, 11 filing, or any potential interruption of service.
2. Penalty Assessment - Penalty assessments are to be used when Proposer involved does not meet the requirements per contract terms. In the event Proposer does not respond during the standard half hour or emergency 15 minute allotted time to CCWA, Proposer will credit CCWA 2 hours of time per occurrence.

I. Staffing Technical Experience

1. Please provide the composition of your technology team and include resumes for each individual that you propose to work with CCWA managed services including individuals that will be part of the reporting structure. Also provide the number of full time JDE CNC resources that you have.
2. Technology staff shall possess the following qualifications for Enterprise One:
 - a. Strong CNC/Enterprise One 9.X and tools release 8.98.4.3 and higher experience, in an IBM DB2/400 environment. We highly recommend highlighting years of experience on the specific E1 version and environment.
 - b. Responsible for documenting all desired requirements, developing programmatic solutions, testing solutions for accuracy with defined test plan, coordinate the implementation and completion of specifications, system changes and problem correction.
 - c. Ability to design detailed functional, technical and program specification oversees the creation of unit test plans and test data and monitor the execution of test procedures.
 - d. Ability to create logical and physical data models and design user interfaces.

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- e. Experience in structured design, analysis and development techniques, and structured test methodologies.
 - f. Working knowledge of quality assurance methodologies.
 - g. Good written and oral communication skills; ability to make presentations to both technical and non-technical audiences.
 - h. Interface with functional users to define and document functional requirements for application software using structured interviewing techniques.
- 3. Define and document system scope, current logical view, general requirements and proposed logical view using structured design and analysis techniques.
- 4. Convert system requirements into detailed program specifications appropriate for delegation to programmers.
- 5. Evaluate and recommend design and development technology alternatives.
- 6. Coordinate the setup of the development and testing environments for the applications to be developed.
- 7. Coordinate and participate in testing and evaluation of test results.
- 8. Coordinate the implementation, technical writing and user training activities associated with the system changes and new system development efforts.
- 9. Perform follow-up validation of corrected deliverables with the user community.
- 10. Coordinate and lead the effort in installation of the different servers in line with EnterpriseOne (i.e.OID\SSO, Websphere Portal, Business Services Server, Data Browser Server, Media Object Servers, etc).
- 11. Technology staff shall possess the following qualifications for IBM Power 6/7:
 - a. Certified in IBM Technology. Highlight experience in IBM Power technology, including which OS releases have been worked on.

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- b. Extensive experience in applying PTFs and performing version upgrades
 - c. Knowledge of Websphere
 - d. Working knowledge of quality assurance methodologies.
 - e. Good written and oral communication skills; ability to make presentations to both technical and non-technical audiences.
 - 12. Define and document system scope, current logical view, general requirements and proposed logical view using structured design and analysis techniques.
 - 13. Evaluate and recommend design and development technology alternatives.
 - 14. Ensure that systems are in good working order
 - 15. Coordinate and participate in testing and evaluation of test results.
 - 16. Coordinate the implementation, technical writing and user training activities associated with the system changes and new system development efforts as needed.
4. References
- List of at least 3 references (with contact information) to include:
- (a) List of Utility customers that you have supported on JDE 9.X, and IBM Power 6/7.
 - (b) A customer in the Utilities Industry servicing water, reclamation and storm water.
 - (c) A customer in the Utilities Industry with moderate modification and interfaces.
 - (d) A customer in the Utilities Industry with one or more of the services being requested within this proposal.
5. Financial Viability
- Include the most recent two years of financial data, including:
- Audited Financial Statement.
 - Balance Sheet.
 - Dun & Bradstreet Report.

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6. Cost Proposals

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

CCWA reserves the right to negotiate cost with any and all Proposers that may be awarded work under this Request for Proposal. Such negotiations are at the sole discretion of the CCWA.

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

2.6 Proposal Schedule

Non-Mandatory Pre-Conference Call	Tuesday, May 27, 2014
Deadline for questions - 3:00 PM	Tuesday, June 03, 2014
Issue Last Addendum - 3:00 PM	Thursday, June 05, 2014
Proposal Opening - 3:00 PM	Tuesday, June 17, 2014
Monthly Board Meeting	Thursday, August 07, 2014
Complete execution of agreements	Monday, September 01, 2014
Contractor Kick Off Meeting	Monday, September 15, 2014

All times listed are local time.

2.7 Addenda

Proposers may ask questions regarding this Contract prior to the proposal opening. To be considered, all questions must be received in writing either by fax **(770-960-5229)** or by email to **CCWA_Procurement@ccwa.us** by **3:00 p.m. (local time) on Tuesday, June 03, 2014**. Any and all responses to proposer's questions will be issued in the form of an Addenda by fax or email. All addenda issued shall become part of the Proposal Documents.

2.8 Proposal Preparation Costs

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to the Clayton County Water Authority.

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2.9 Evaluation Criteria

Proposals will be evaluated by CCWA staff and ranked based on the following criteria items 1-3 below. CCWA staff will then evaluate the cost submission portion of the proposals. Ranking of proposals and proposed contract award will be made at the sole discretion of the CCWA.

Item	Evaluation Criteria	Points
1	Qualifications/Experience/Service Level	35
2	Project Understanding and Approach	35
3	References	20
4	Financial Viability	10
5	Cost Proposal ⁽¹⁾	30
	Maximum Total Points With Presentation	130

- (1) **Cost Proposal Form.** *The Cost Proposal Form must be submitted in a separate sealed envelope, and placed within the completed sealed RFP submittal package. No other references or mentioning of costs should be included in any other section of your submitted proposal. The Cost Proposal Form is to be opened after the first initial Evaluation of the proposal.*

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2.10 Special Provisions

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

Proposers must be United States based companies, with headquarters physically located within the Continental United States. Not less than 70% of the personnel resources of proposers to be assigned to this task shall be physically located within the Continental United States. All management personnel of proposers to be assigned to this task shall be physically located within the Continental United States.

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

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

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

- ☐ Monthly Managed Services
- ☐ JD Edwards/IBM Development
- ☐ Both

Signed: _____

Name (Printed): _____

Title: _____

Company: _____

Date: _____

END OF SECTION

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Proposal Submittals

Section 1: Instructions to Proposers

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

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

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

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Section 1: Instructions to Proposers

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

Division 2

Proposal Submittals

Section 1: Instructions to Proposers

applicable to and made a part of the proposal. The Proposer further certifies that the prices shown in any schedule of items on which the Proposer is proposing are in accordance with the conditions, terms and specifications of the proposal and that they are aware that any exception taken thereto may disqualify the proposal. Proposers are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Proposer shall merit withdrawal of the proposal.

18. Copies of all communication pertaining to proposals must be sent to the Contracts, Compliance and Risk Management Section.
19. The purpose of this proposal is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. The CCWA is exempt from federal or state sales taxes; do not include such amounts in the proposal. Exemption certificates are furnished upon request.
20. Proposers are hereby notified and agree by submission of a Proposal Form that if additional items not listed in the Proposal Form become necessary and require unit prices not established by the Proposal Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Proposal Form.
21. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
22. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Proposer intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Proposal Form. Otherwise, none will be assumed.
23. The time for completion of the work is stated in the Proposal Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
24. The Proposer must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Proposer.

Division 2

Proposal Submittals

Section 1: Instructions to Proposers

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

Division 2

Proposal Submittals

Section 1: Instructions to Proposers

- a. Ability of proposer to perform in the time frame needed by the CCWA.
 - b. Reputation of the proposer in its industry.
 - c. Reasonableness of the proposal in relation to anticipated costs.
 - d. Ongoing relationships with the CCWA based on above-average prior performance of work with the Authority.
 - e. Preference for local proposers where there is no significant variance in price or service.
33. Proposers 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 Proposer's place of business to any affected Authority facility. The Authority further reserves the right to award the contract to a Proposer other than the Proposer offering the lowest price where: (a) the difference in price between the low Proposer and the preferred Proposer is nominal; and (b) the Authority's Board determines that the preferred proposal provides the most cost effective option due to the closer proximity of the preferred Proposer's place of business to the affected Authority facility or facilities. In such a situation, by responding to this proposal, the Proposer waives any cause of action against the Authority for frustration of proposal or under any similar legal theory; furthermore, the Proposer agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by 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 minority and women-owned businesses. Proposers are encouraged to solicit minority and women-owned businesses whenever they are potential sources.
35. Proposers are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses.

The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online at:

http://tomcat2.dot.state.ga.us/ContractsAdministration/uploads/rptDBE_Directory_CA_New.pdf

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

Division 2

Proposal Submittals

Section 1: Instructions to Proposers

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

END OF SECTION

Division 2

Proposal Submittals

Section 2: Risk Management Requirements

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the Authority Certificates of Insurance, certifying the required insurance coverages 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 Authority 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.

Hold harmless Agreement in favor of Authority, a copy of which is attached.

CONTRACTS FOR UP TO \$40,000

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 \$40,000

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.

Division 2

Proposal Submittals

Section 2: Risk Management Requirements

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$40,000

CONTRACTS FOR MORE THAN \$40,000

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

END OF SECTION

Division 2

Proposal Submittals

Section 3: Hold Harmless Agreement

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Clayton County Water Authority (the "Owner"), and its employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting thereof, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in the paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Before the start of any work, the Contractor shall furnish to the Owner:

1. Certificates of Insurance in companies and with limits acceptable to the Owner, covering:
 - a) Workmen's Compensation Insurance
 - b) Commercial General and Automobile Liability Insurance covering all operations and automobiles; including Contractor's Protective Coverage for any Subcontractor's operations.
 - c) An endorsement incorporating the Hold Harmless Agreement assumed by the Contractor under the terms of this Contract.
 - d) These certificates to contain:
 1. Name of Insurance Company.
 2. Policy Number.
 3. Policy inception and expiration dates.
 4. Name and address of insured.
 5. Name and address of agent.
 6. Limits of Liability.
 7. Type of Insurance coverage.
 8. Any amendment that expands or reduces standard Insurance Service Office (ISO) policy coverage.
 9. Statement that the policy applies to the project number or job concerned.
 10. Attach copy of Endorsement that shows that each of the policies

Division 2

Proposal Submittals

Section 3: Hold Harmless Agreement

have been amended to provide thirty (30) day notice to certificate holders prior to termination or non-renewal and that the General Liability Policy has been endorsed to show certificate holder as additional insured.

2. Endorsement incorporating the Hold Harmless Agreement assumed by the Contractor under the terms of this contract.

The Contractor shall be wholly responsible for securing Certificates of Insurance coverage as set forth above from all Subcontractors who are engaged in this work.

END OF SECTION

Division 2

Proposal Submittals

Section 4: Required Proposal Forms

The following forms must be submitted with the proposals:

- A) Cost Proposal Form – This must be submitted in a separate sealed envelope and placed within the completed sealed RFP submittal package.
- B) Partnership Certificate. If this form does not apply to your company, please write “Non-Applicable” or “N/A” and submit with your proposal package.
- C) Proposer Qualification Information, including References.
- D) Georgia Security and Immigration Compliance Act of 2006 (2-9.1)
- E) Contractor Affidavit and Agreement (2-9.2)
- F) Sub-Contractor Affidavit (2-9.3)

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

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

END OF SECTION

Division 2

Proposal Submittals

Section 5: Cost Proposal Form

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

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

In compliance with the Request for Proposals, Proposer hereby proposes to provide with **JDE E-1 CNC Managed Services and IBM Power 6/7 Support Services** in strict accordance with this Contract Documents as enumerated in the Request for Proposals, within the time set forth therein, and at the prices stated below.

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

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

CONTRACT EXECUTION:

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

Proposer accepts the terms and conditions of the Documents.

INSURANCE:

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

TERM OF CONTRACT:

This Agreement shall commence on the date it is executed by CCWA or the proposer, whichever is later, and shall continue in full force for a period of one year. The services will be contracted for an initial period of one (1) year, with four one-year renewal options at the election of CCWA.

Division 2

Proposal Submittals

Section 5: Cost Proposal Form

PRICE:

Prices as listed on the RFP Proposal Pages shall remain firm throughout the contract period.

PAYMENT:

CCWA shall make payments by check net 30 days after receipt of services and an invoice.

ADDENDA:

Proposer acknowledges receipt of the following Addenda:

Division 2

Proposal Submittals

Section 5: Cost Proposal Form

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

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

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

In compliance with the Request for Proposals, Proposer hereby proposes to provide with **JDE E-1 CNC Managed Services and IBM Power 6/7 Support Services** in strict accordance with this Contract Documents as enumerated in the Request for Proposals, within the time set forth therein, and at the prices stated below.

I. COST PROPOSAL

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

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

Submitted by:

(COMPANY NAME OF PROPOSER)

By: _____
(SIGNATURE)

(TITLE)

(DATE)

Division 2

Proposal Submittals

Section 5: Cost Proposal Form

I have read and understand the requirements of this request for proposal and agree to provide the required services in accordance with this proposal and all attachments, exhibit(s), etc. The proposed fees shall include all labor, material and equipment to provide the services as outlined including any communications devices, computer hardware and software.

SIGNED: _____

NAME (PRINTED): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

WEBSITE: _____

DATE: _____

END OF SECTION

Division 2

Proposal Submittals

Section 7: Partnership Certificate

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2014, before me personally appeared _____ known to me to be the person who executed the above instrument, who, being by me first duly sworn, did expose and say that he/she is a general partner in the firm of _____ and that said firm consists of himself/herself and _____

and that he/she executed the foregoing instrument on behalf of said firm for the uses and purposes stated therein and that no one except the above named members of the firm have any financial interest whatsoever in said proposed Contract.

Signature of Authorized Representative

Title

Sworn to and subscribed before me this _____
day of _____, 2014.

Notary Public

My Commission Expires: _____

END OF SECTION

Division 2

Proposal Submittals

Section 8: Proposer Qualification Information

COMPANY NAME OF PROPOSER: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL ADDRESS: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

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

NAME OF PRINCIPAL OFFICERS: _____

Division 2

Proposal Submittals

Section 9: 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: _____

Title: _____

Date: _____

Division 2

Proposal Submittals

Section 9: 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

BY: Authorized Officer or Agent

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 _____, 2014.

Notary Public

My Commission Expires

Division 2

Proposal Submittals

Section 9: Contractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT

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

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 _____, 2014.

Notary Public

My Commission Expires

END OF SECTION

Division 3

Contract Documents

Section 1: Master Service Agreement

MASTER SERVICE AGREEMENT

FOR

JDE E-1 CNC MANAGED SERVICES and IBM POWER 6/7 SUPPORT SERVICES

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

ARTICLE 1. SCOPE OF SERVICES

1.1.1 Services Provided

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

1.1.2 Issuance of Statements of Work

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

Division 3

Contract Documents

Section 1: Master Service Agreement

1.2 Incorporation of Terms and Conditions of this Agreement

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

ARTICLE 2. COMPENSATION

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

- Such COST REIMBURSABLE – PER DIEM (TIME AND EXPENSE) COMPENSATION as set forth in the form attached hereto as Attachment “B”; OR
- Such FIXED PRICE sum for completion of the Services as set forth in the form attached hereto as Attachment “B.”

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

ARTICLE 3. TERMS OF PAYMENT

CCWA will pay Service Provider as follows:

3.1 Invoices and Time of Payment

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

Division 3

Contract Documents

Section 1: Master Service Agreement

3.2 Interest

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

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

ARTICLE 4. OBLIGATIONS OF SERVICE PROVIDER

4.1 Maintenance Obligations of Service Provider

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

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

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

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

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

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

4.2 Service Provider's Insurance

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

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

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

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

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The limits of coverage shall be:

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

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

4.2.4 Professional liability insurance to include coverage for CCWA and all Subs, Engineers and Design Consultants, with a minimum annual policy limit of \$1,000,000 per claim and in the aggregate. CCWA may increase the limit requirements where in the opinion of CCWA such increase is desired. The policy shall contain a two (2) year Extended Reporting Period or the Service Provider will furnish CCWA evidence of continuing coverage for that same period of time after completion. The Retro-active date under the policy will predate any work for CCWA. Sixty (60) days prior written notice of cancellation or non-renewal shall be given to CCWA in the event of termination or non-renewal. CCWA may elect to obtain a PROJECT or CCWA's policy on a primary or excess basis. The Service Provider will amend their PRACTICE policy to provide primary or excess coverage to increase the combined limits of coverage. Deductibles included in the policies will be the responsibility of the Service Provider.

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

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

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

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

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4.3 Status Reports; Status Meetings

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

The status reports will include the following:

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

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

ARTICLE 5. OBLIGATIONS OF CCWA

5.1 System Matters

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

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

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

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

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5.2 Working Space

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

5.3 Prompt Notice

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

5.4 CCWA's Insurance

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

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

5.5 Litigation Assistance

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

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5.6 Changes

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

ARTICLE 6. PERSONNEL

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

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

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

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

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

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

ARTICLE 7. ACCEPTANCE OF SERVICES AND WARRANTY

7.1 Acceptance of Services

All Services and Work Product (as defined in Section 7.2 below) completed by Service Provider shall be delivered to CCWA and subject to CCWA's review and approval. CCWA must review and accept or reject Services and Work Product within 90 days of the date on which said Services or Work Product are delivered to CCWA. If such Services or Work Product do not comply with the requirements of the AGREEMENT and are rejected by CCWA, CCWA must notify Service Provider in writing of its rejection within this 90 day period. Upon receiving notification of the rejection of its Services or Work Product, Service Provider must correct the deficiencies in its Services or Work Product within 30 days (or such other reasonable timeframe as is agreed upon in writing by both parties) of receiving notice of the rejection from CCWA at no additional cost to CCWA. Unless otherwise agreed to by express written statement in agreement, CCWA's review and approval of Services and Work Product provided by Service Provider shall in no way or manner be deemed to relieve or lessen Service Provider's responsibility under the AGREEMENT for the professional quality, technical accuracy, and completeness of such Services or Work Product, nor shall CCWA's failure to so review the Services or Work Product impair CCWA's right to reject or revoke its

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acceptance of nonconforming Services or Work Product, or to avail itself of any other remedies to which CCWA may be entitled.

7.2 Intellectual Property Rights

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

7.3 Final Acceptance

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

7.4 Standard of Care and Warranty

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

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modifications or adjustments to the software as may be necessary to keep the software in operating order in conformity with the warranties provided.

ARTICLE 8. DISPUTE PROCESS

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

8.1 General

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

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

8.1.3 In the event of any dispute under this AGREEMENT which cannot be readily resolved, it shall be referred to the appropriate executives of the Parties for negotiation and resolution as described below.

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

8.2 Disputes

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

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

8.3 Payment Disputes

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

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

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

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

8.4 Step Negotiations

Either CCWA or Service Provider may give the other party written notice of any dispute not resolved in the normal course of business. Executives, Directors, or Managers of both Parties at levels one step above the project personnel who have not previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved by these persons within thirty (30) days of the disputing party's notice, or if the Parties fail to meet within ten (10) days, the dispute shall be referred to senior executives of both Parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to senior executives, or if no meeting of senior executives has taken place within fifteen (15) days after such referral, either CCWA or Service Provider may initiate mediation as provided hereinafter. All negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

8.5 Mediation

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

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

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

8.6 Litigation

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

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

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

ARTICLE 9. GENERAL LEGAL PROVISIONS

9.1 Authorization to Proceed

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

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9.2 Force Majeure

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

9.3 Termination

9.3.1 This AGREEMENT, or any discrete Statement of Work arising here from, may be terminated without cause for convenience on 30 calendar days' written notice from either party. This AGREEMENT, or any discrete Statement of Work arising here from, may be terminated for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 calendar days of written notice and diligently complete the correction thereafter (except as modified by the provisions of Section 3.2).

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

9.4 Suspension, Delay, or Interruption of Work

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

9.5 No Third-Party Beneficiaries

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

9.6 Indemnification

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

9.6.2 CCWA agrees to indemnify Service Provider from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CCWA, or its

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employees or contractors in connection with the Services performed under Statements of Work issued hereunder.

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

9.7 Assignment

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

9.8 Jurisdiction

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

9.9 Severability and Survival

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

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

9.10 Development and Confidentiality

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

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

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either party in writing to support this obligation of confidence. Service Provider entrusts the confidentiality in the interest of the CCWA.

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

9.11 Duration of Contract

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

9.11.2 The AGREEMENT may be renewed by mutual agreement of CCWA and Service Provider upon the execution of a written amendment hereto. Said amendment shall establish a new date for termination.

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

9.12 Title to Supplies

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

ARTICLE 10. ATTACHMENTS, SCHEDULES AND SIGNATURES

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT between the Parties, and supersedes all prior written or oral understandings between the Parties, and may only be changed by a written amendment executed by both Parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

- Attachment A - Scope of Services form
- Attachment B - COST REIMBURSABLE-PER DIEM (TIME AND EXPENSE) or FIXED PRICE Compensation provisions

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties execute below:

For CLAYTON COUNTY WATER AUTHORITY

Signature _____

Name (printed) _____

Title _____

Dated this _____ day of _____, 2014

Attest: _____

Affix Seal

For [insert Service Provider's name]_____

Signature _____

Name (printed) _____

Title _____

Dated this _____ day of _____, 2014

Attest: _____

Affix Seal

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ATTACHMENT A

Statement of Work No. _____

This attachment is to the AGREEMENT between _____, ("Service Provider"), and CLAYTON COUNTY WATER AUTHORITY ("CCWA"), for a PROJECT generally described as: **JDE E-1 CNC Managed Services and IBM Power 6/7 Support Services** as executed on the ____ day of _____, 20___. All terms and conditions of said AGREEMENT are incorporated herein by reference.

The purpose of this Statement of Work is as follows:

ARTICLE 1. SCOPE OF SERVICES

Service Provider agrees to furnish CCWA the following specific services:

ARTICLE 2. COMPENSATION

Compensation by CCWA to Service Provider will be as follows:

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

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

ARTICLE 3. INSURANCE

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

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ARTICLE 4. WARRANTIES

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

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

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

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

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

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

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Contract Documents

Section 1: Master Service Agreement

PROJECT MANAGERS

CCWA: _____

Service Provider: _____

SERVICE PROVIDER PERSONNEL

OTHER PROVISIONS

The following provisions shall apply to this Statement of Work:

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

SIGNATURES ON NEXT PAGE

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Contract Documents

Section 1: Master Service Agreement

IN WITNESS WHEREOF, the parties execute below:

For CLAYTON COUNTY WATER AUTHORITY

Signature _____

Name (printed) _____

Title _____

Dated this _____ day of _____, 2014

Attest: _____

Clerk for the Board of Directors
Clayton County Water Authority

For [insert Service Provider's name] _____

Signature _____

Name (printed) _____

Title _____

Dated this _____ day of _____, 2014

Attest: _____

Secretary for _____

Seal: _____

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Section 1: Agreement Forms

ATTACHMENT B — COMPENSATION

This attachment is to the AGREEMENT between _____, ("Service Provider"), and CLAYTON COUNTY WATER AUTHORITY ("CCWA"), for a PROJECT generally described as: **JDE E-1 CNC Managed Services and IBM Power 6/7 Support Services** as executed on the ____ day of _____, 20___. All terms and conditions of said AGREEMENT and STATEMENT OF WORK NO. _____ are incorporated herein by reference.

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

ARTICLE I. COST REIMBURSABLE - PER DIEM COMPENSATION

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

A. COST REIMBURSABLE-PER DIEM (TIME AND EXPENSE)

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

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

Per Diem Code	Position Title	Hourly Rate
	Special/Other Categories (Varies)	

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B. FIXED PRICE PAYMENT

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

Service Providers' Fixed Price sum shall be as follows:

C. BUDGET

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

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

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

D. PER DIEM RATES

Per Diem Rates are those hourly rates charged for work performed on the project by Service Provider's employees of the indicated classifications. These rates are subject to annual calendar year adjustments by agreement of CCWA and Service Provider, include all allowances for salary, overheads and fees, but shall not include allowances for Direct Expenses, subcontracts and outside services.

E. DIRECT EXPENSES

Direct Expenses are those necessary costs and charges incurred for the project and are specifically identified as the direct costs of transportation, meals and lodging, mail, special CCWA approved project-specific insurance, letters of credit, bonds, and equipment and supplies; (2) Service Provider's current standard rate charges for direct use of Service Provider's vehicles, laboratory test and analysis, printing and reproduction

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Section 1: Agreement Forms

services, and certain field equipment; and (3) Service Provider's standard project charges for computing systems, special health and safety requirements of OSHA, telecommunications services, and, if applicable (4) _____

IN WITNESS WHEREOF, the parties execute below:

For CLAYTON COUNTY WATER AUTHORITY

Signature _____

Name (printed) _____

Title _____

Dated this _____ day of _____, 2014

Attest: _____

Affix Seal

For [insert Service Provider's name] _____

Signature _____

Name (printed) _____

Title _____

Dated this _____ day of _____, 2014

Attest: _____

Affix Seal

END OF SECTION

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Section 4: Non-Collusion Certificate

STATE OF _____, COUNTY OF _____

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

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

_____ in proposing or procuring the Contract with the Clayton County Water Authority on the
following Project: **JDE E-1 CNC Managed Services and IBM Power 6/7 Support
Services**, and that said

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

ATTEST: _____ By: _____
Company Name of Proposer

By: _____ By: _____
Name Name

Title: _____ Title: _____

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

Notary Public: _____

My Commission expires: _____

END OF SECTION