



REQUEST FOR BID

WATER AND WASTEWATER TREATMENT CHEMICALS

Bid Number: 2024-WP-03

January 2024

Virtual Teams

Bid Opening Meeting: Tuesday, February 6, 2024 at 10:00 a.m. local time

Virtual Teams Pre-Bid

Pre-Bid Opening Meeting: Tuesday, January 23, 2024 at 10:00 a.m. local time

Table of Contents

Division 1 General Information

Section 1	Request for Bids.....	1-1.1
Section 2	General Overview.....	1-2.1
1.1	Bid Overview.....	1-2.1
1.2	Bid Evaluation.....	1-2.1
1.3	Addendum	1-2.2

Division 2 Bid Requirements

Section 1	Instructions to Bidders.....	2-1.1
Section 2	Risk Management Requirements	2-2.1
Section 3	Required Bid Submittals	2-3.1
Section 4	Bid Form.....	2-4.1
Section 5	Georgia Bid Bond - (Not Required)	
Section 6	Bidder Qualification Information	2-6.1
Section 7	Contractor Affidavit & Agreement - (Not Required)	

Division 3 Contract Forms

Section 1	Agreement Form - (Not Required)	
Section 2	Performance Bond - (Not Required)	
Section 3	Payment Bond - (Not Required)	
Section 4	Non-Collusion Certification	3-4.1
Section 5	Certification of Absence of Conflict of Interest.....	3-5.1

Division 4 Specifications

Section 1	General Requirements	4-1.1
1.1	General	4-1.1
	ATTACHMENT A	4-1.2
	ATTACHMENT B	4-1.3
	A. Process Description: Chemical Tanker Unloading	4-1.3
	B. General Rules	4-1.3
1.2	Payment Terms	4-1.5

Attachments	1. Purchase Order Terms and Conditions
	2. W-9 Form
	3. Vendor Information Form
	4. Bid Package Label

Addenda	(None Issued at This Time)
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END OF TABLE OF CONTENTS

Division 1

General Information

Section 1: Request for Bids

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

Name of Project: **Water and Wastewater Treatment Chemicals**

The Clayton County Water Authority will open sealed bids from vendors via a virtual Teams Meeting, on **Tuesday, February 6, 2024 at 10:00 a.m. (local time)** for Water and Wastewater Treatment Chemicals for the period May 1, 2024 to April 30, 2025. Any bids received after the specified time will not be considered.

A Non-Mandatory Pre-Bid Virtual Teams Meeting will be held on **Tuesday, January 23, 2024 at 10:00 a.m. (local time)**.

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

[Microsoft Teams Meeting](#)

Toll Number: **+1 912-483-5368**

Conference ID: 626 219 901#

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

In an effort to promote responsible environmental practices this bid 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 email to **ccwa_procurement@ccwa.us**. Upon award of the bid, all successful bidders (bidders with the lowest responsive responsible bid) will be notified via email of their award. Bidders will need to provide contact information and an email address, and any file size transfer limits to ensure email transmittals can be made.

A hardcopy bid package can also be requested at a cost of \$50.

Dr. Cephus Jackson, Chairman
Clayton County Water Authority

END OF SECTION

Division 1

General Information

Section 2: General Overview

1.1 Bid Overview

CCWA intends to award this bid to the lowest responsive, responsible bidder(s) based on the specifications indicated herewith for a twelve (12)-month period, from **May 1, 2024 to April 30, 2025**. By submitting a sealed bid, the bidder agrees to provide all stated goods at the prices as bid during the specified 12-month period, according to the terms and conditions contained within this RFB document. In the event a successful bidder cannot honor his/her bid prices throughout the entire 12-month period, the CCWA reserves the right to negotiate the contract with the next lowest responsive, responsible bidder(s), or to take any necessary actions to remedy the situation.

Upon award of the bid, all successful bidders will be notified via email of their award and must return a completed "Bid Award Acknowledgement Form" to CCWA. No formal letters or contracts will be issued by CCWA to the successful bidders.

In submitting this bid, bidder 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 bid award. If your company is a corporation, it must be registered with the Georgia Secretary of State.

All things being equal, orders will be placed by purchase order with the bidder offering the lowest unit price on a per item basis. Prompt and reliable response on each order is as equally important as the lowest price; therefore, Clayton County Water Authority reserves the right to make purchases from the next available lowest responsive responsible bidder if the first low bidder is not able to supply the products to meet our needs.

Orders will be placed on an "as needed, when needed" basis. CCWA does not guarantee any minimum or maximum quantities under this bid.

Deliveries must be made to our respective facility locations.

1.2 Bid Evaluation

The bid will be awarded to the lowest responsive responsible bidder whose bid conforms to the RFB specifications and will be the most advantageous to the Clayton County Water Authority (CCWA). An evaluation will also be performed to ensure the bidder complies with the required submittals. Determination of best responsive responsible bidder will be the sole judgment of the CCWA.

Division 1

General Information

Section 2: General Overview

1.3 Addendum

Bidders may ask questions regarding this bid prior to the bid opening. To be considered, all questions must be received by **10:00 a.m. local time, Friday, January 26, 2024**, via email at CCWA_Procurement@ccwa.us. Any and all responses to bidders' questions will be issued in the form of an Addendum by email. All addenda issued shall become part of the Bid Documents.

END OF SECTION

Division 2

Bid Requirements

Section 1: Instructions to Bidders

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

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

Division 2

Bid Requirements

Section 1: Instructions to Bidders

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

Division 2

Bid Requirements

Section 1: Instructions to Bidders

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

11. In the case of goods, the person, firm or corporation making the bid may propose all items. All items may be considered separately, at the discretion of the CCWA.
12. Bids for public works whose price exceeds \$100,000.00 must be accompanied by a certified check, cashier's check, or acceptable bid bond in an amount not less than five percent (5%) of the amount bid.
13. Bidders for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the bid envelope and must enclose copies of any required license with the bid.
14. When public work is let out for bid, no person shall prevent or attempt to prevent competition in such bid. Such Bidders must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the bid process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.
15. Bids shall not be withdrawn or cancelled by the bidder past the bid opening date and time. The bidder may make modifications/corrections to the bid by submitting a corrected seal bid but only if the change is prior to the bid opening. The corrected document should be clearly marked that it supersedes the bid originally submitted. No modification or corrections will be allowed subsequent to the bid opening.
16. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the CCWA for ninety (90) days after the date set for the opening thereof.
17. By tendering a bid, the Bidder certifies that the Bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves

Division 2

Bid Requirements

Section 1: Instructions to Bidders

fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Bidder shall merit withdrawal of the bid.

18. Copies of all communication pertaining to bids must be sent to the Contracts, Compliance and Risk Management Section.
19. The purpose of this bid is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. Any applicable sales taxes should be included in the unit prices for all materials to be provided by the successful Bidder.
20. Bidders are hereby notified and agree by submission of a bid Form that if additional items not listed in the bid Form become necessary and require unit prices not established by the bid Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the bid Form.
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 Bidder intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the bid Form. Otherwise, none will be assumed.
23. The time for completion of the work is stated in the bid Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
24. The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Bidder.
25. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.

Division 2

Bid Requirements

Section 1: Instructions to Bidders

26. The Contract between the CCWA and the Bidder shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.
27. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the bid guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible vendor, or the work may be re-advertised or constructed by the CCWA.
28. Any Contract and Contract Bonds shall be executed in duplicate.
29. Award of this bid shall be by action of the CCWA Board at its regular monthly meeting.
30. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the cost thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
31. The apparent low bid for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
32. Bids received from two (2) or more vendors that are identical in price, delivery and meet the requirements of the bid specifications shall be awarded on the following basis:
 - a. The bid submitted by a vendor who does not have a documented negative vendor performance record.
 - b. The bid submitted by a vendor who is located within Clayton County.

Division 2

Bid Requirements

Section 1: Instructions to Bidders

- c. The bid submitted by a vendor who is certified by our Small Local Business Enterprise Program.
 - d. If the tie bids meet all the above criteria, and it is not in CCWA's best interest (at its sole discretion) to split the award, the bid award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be invited to attend the coin toss at a stated date and time. One or more witnesses from both CCWA Procurement and the Request Department may be present. A simple coin toss (called by the vendor listed first in the alphabet) will break the tie and decide the award.
33. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the CCWA in evaluating the bid package submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible bid:
- a. Ability of bidder to perform in the time frame needed by the CCWA.
 - b. Reputation of the bidder in its industry.
 - c. Reasonableness of the bid in relation to anticipated costs.
 - d. Ongoing relationships with the CCWA based on above-average prior performance of work with CCWA.
 - e. Preference for local vendors where there is no significant variance in price or service.
34. Bidders are notified that CCWA reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Bidder's place of business to any affected Authority facility. CCWA further reserves the right to award the contract to a Bidder other than the Bidder offering the lowest price where: (a) the difference in price between the low Bidder and the preferred Bidder is nominal; and (b) CCWA's Board determines that the preferred bid provides the most cost-effective option due to the closer proximity of the preferred Bidder's place of business to the affected Authority facility or facilities. In such a situation, by responding to this bid, the Bidder waives any cause of action against CCWA for frustration of bid or under any similar legal theory; furthermore, the Bidder agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by CCWA in defending against any such claim.

Division 2

Bid Requirements

Section 1: Instructions to Bidders

35. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority and women-owned businesses. Bidders are encouraged to solicit minority and women-owned businesses whenever they are potential sources.
36. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses. Additionally, it is encouraged that bidders access certified Small Local Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

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

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

Division 2

Bid Requirements

Section 2: Risk Management Requirements

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

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

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

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

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

Division 2

Bid Requirements

Section 2: Risk Management Requirements

ALL CONTRACTS

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

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

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

AS APPLICABLE

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

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

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

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

Division 2

Bid Requirements

Section 2: Risk Management Requirements

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

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

Aviation Liability - required for all Drones/UAV (Unmanned Aerial Vehicles), general aviation contracts, and Fixed base operators (FBO). Coverage should include owned, hired, and non-owned aircraft/aviation.

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

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

Builders Risk – recommended for most construction projects.

Additional Coverage Considerations:

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

LIMITS OF LIABILITY ON NEXT PAGE

Division 2

Bid Requirements

Section 2: Risk Management Requirements

LIMITS OF LIABILITY (Workers' Compensation):

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

LIMITS OF LIABILITY (General Liability):

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

LIMITS OF LIABILITY (Automobile):

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

LIMITS OF LIABILITY (Crime):

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

Division 2

Bid Requirements

Section 2: Risk Management Requirements

LIMITS OF LIABILITY (Cyber):

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

LIMITS OF LIABILITY (Professional – Errors & Omissions):

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

LIMITS OF LIABILITY (Aviation):

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

LIMITS OF LIABILITY (Liquor):

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

LIMITS OF LIABILITY (Sexual Abuse & Molestation):

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

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

END OF SECTION

Division 2

Bid Requirements

Section 3: Bid Submittals

3.1 Required Bid Submittals:

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

- A. Bid Form – *Bidders must submit their completed and signed Bid Form.*
- B. Bidder Qualification Information Form, including References.
- C. Non-Collusion Certificate.
- D. Certification of Absence of Conflict of Interest.
- E. W-9 Form. *Company name must match the Vendor Information Form and must be registered with the [Georgia Secretary of State](#).*
- F. Vendor Information Form. *Company name must match the W-9 Form.*
- G. Any other items as required in this RFB including but not limited to the items contained in the Instructions to Bidders, Bid Form and Specifications sections.
- H. All addenda issued.

END OF SECTION

Division 2

Bid Requirements

Section 4: Bid Form

Bid of _____

(Hereinafter "Bidder"), organized and existing under the laws of the State of _____,

doing business as _____ (insert "a corporation," "a partnership," or "an individual" or such other business entity designation as is applicable).

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

In compliance with the Request for Bids, Bidder hereby proposes to perform all Work for **Water and Wastewater Treatment Chemicals** in strict accordance with the bid documents as enumerated in the Request for Bids, within the time set forth therein, and at the prices stated below.

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

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

In submitting this bid, all Bidders agree to hold their price(s) firm during the 12-month period from **May 1, 2024 through April 30, 2025**.

Bidder accepts the terms and conditions of the Documents.

BID:

The undersigned proposes to supply, in all respects, sound and conformable with this bid document the goods for the amounts as shown on this Bid Form, which includes a list of chemicals by type, indicating our estimated requirements for the year. Please note that these are estimated quantities only, and CCWA reserves the right to purchase more or less based on actual need. CCWA does not guarantee any minimum or maximum quantities. Bidders are not required to bid on all the chemicals listed on the Bid Form.

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

Division 2

Bid Requirements

Section 4: Bid Form

Bidders must have their company names listed on each page of the Bid Form.

NOTE : Any applicable taxes and freight charges should be included in the unit prices. Deliveries must be within 5 - 7 days of date of order .

TREATMENT CHEMICALS (price per unit size)		Estimated Quantities	Package Size	BID PRICE (per listed unit size)	
1	Liquid Aluminum Sulfate* (price per dry ton).	1,400 dry tons	4,000 gal. tanker		/ dry ton
2	Dense Soda Ash* (price per pound)	10 tons	50 lb. bag		/ lb.
3	Powdered Activated Carbon* (price per pound) ⁽¹⁾	25,000 lbs.	50 lb. bag		/ lb.
4	Powdered Activated Carbon* (price per pound) ⁽¹⁾	50,000 lbs.	1,000 lb. sack, 5 sack minimum		/ lb.
5	Sodium Silica Fluoride* (Prayon material only) (price per pound) ⁽⁵⁾	100,000 lbs.	50 lb. bag		/ lb.
6	Copper Sulfate Med. Crystal* (price per pound)	40,000 lbs.	50 lb. bag		/ lb.
7	Phosphoric Acid 36% PO4* (price per gallon) ⁽³⁾	40,000 gal.	4,000 gal. tanker		/ gal.
8	Sodium Hydroxide 25% (price per pound)	5-10 totes	3,782 lb. tote		/ lb.
9	Sodium Hypochlorite 12.5% solution* (percentage by weight) - (price per pound)	5-10 totes	200-300 gal. tote		/ lb.
10	Sodium Hypochlorite 12.5% solution * (percentage by weight) - (price per gallon)	6 drums	55 gallon drum		/ gal.

Division 2

Bid Requirements

Section 4: Bid Form

Bidders must have their company names listed on each page of the Bid Form.

NOTE : Any applicable taxes and freight charges should be included in the unit prices. Deliveries must be within 5 - 7 days of date of order.

TREATMENT CHEMICALS (price per unit size)		Estimated Quantities	Package Size	BID PRICE (per listed unit size)	
11	Sodium Hypochlorite 12.5% solution * (<i>percentage by weight</i>) - (price per gallon)	400,000 gal.	Bulk tanker no size limit		/ gal.
12	Caustic Soda 20%* (price as cost <u>per pound</u>)	110,000 lbs.	Bulk tanker no size limit		/ lb.
13	Polymer, Ashland Praestol #K144L (price per pound) **	250,000 lbs.	Bulk tanker 4,000 gal.		/ lb.
14	Polymer – SE-365 (price per pound) **	145,000 lbs.	200 - 300 gal. tote		/ lb.
15	Polymer- Hicks Centrifuge- CedarFloc 504 *** (Price per pound)	10,000 lbs.	55 gallon drum		/lb.
16	Polymer-Hooper Filter Aid Polymer- MagnaFloc *** (price per pound)	20,000 lbs.	55 gallon drum		/ lb.
17	Polymer- K274L (price per pound) **	140,000 lbs.	200 - 300 gal. tote		/ lb.
18	Hooper Filter Press Polymer- CedarFloc 504 or ZetaFloc 77 *** (price per pound)	7,000	200 - 300 gal. tote		/ lb.
19	Sulfuric Acid (78%) * (<u>price per gallon</u>)	37,000 gal.	Bulk tanker 4,000 gal.		/ gal.
20	Sulfuric Acid (78%) * tote (<u>price per pound</u>)	84,000 lbs.	200 - 330 gal. tote		/ lb.

Division 2

Bid Requirements

Section 4: Bid Form

Bidders must have their company names listed on each page of the Bid Form.

NOTE: Any applicable taxes and freight charges should be included in the unit prices. Deliveries must be within 5 - 7 days of date of order.

TREATMENT CHEMICALS (price per unit size)		Estimated Quantities	Package Size	BID PRICE (per listed unit size)	
21	Ferric Sulfate Liquid * [price as cost per pound of iron (EE)]	107,000 lbs.	Bulk tanker no size limit		/ lb.
22	Purate bulk * ⁽⁴⁾ (price per pound)	340,000 lbs.	4,000 gal. tanker		/ lb.
23	Purate tote * ⁽⁴⁾ (price per pound)	84,000 lbs.	200 - 330 gal. tote		/ lb.
24	Sodium Thiosulfate (30%) (price per pound)	55,000 lbs.	200 - 330 gal. tote		/ lb.
25	Aluminum Chlorohydrate, Al ² O ³ = 23.0 to 24.0%, specific gravity at 70°F = 1.33 to 1.35 (price per pound delivered) * ⁽²⁾	1,512,000 lbs.	45,000 lb. tanker		/ lb.

- (1) A minimum of one (1) 1000 lb pallet would be acceptable which includes 25 – 50 lb paper bags. 50# paper bags are acceptable. Powder activated carbon made to AWWA B600 specs will also be acceptable.
 - (2) CCWA is adding a new remote site during this contract period for our Shamrock/Blalock area. Preferred delivery dates are Monday-Friday, 7:00 AM - 4:00 PM. Remote delivery at WR Holding Pond area. Preferred delivery are Monday-Friday 7:00 AM - 3:30 PM
 - (3) Phosphoric Acid 36% PO4 will be required at all three locations (WJ Hooper WPF, JW Smith WPF, and Terry R. Hicks WPF). Each location has a 6,000-gallon tank.
 - (4) CCWA chlorine dioxide generators utilize Purate technology. Purate unit pricing must include bi-monthly calibration, inspection and testing of Purate/chlorine dioxide generation equipment at no additional charge at three (3) facilities using this product. CCWA cannot use alternative chemicals through these generators, the chemical must be Purate. Vendor selected must be able to perform repairs on Purate/chlorine dioxide equipment. Vendor must comply with CCWA Risk Management Requirements during the contract period. Also, Immigration Form and corresponding contractor affidavits must be completed.
 - (5) CCWA will only accept Prayon material for Sodium Silica Fluoride. All other fluoride will not be accepted.
- * Must be NSF60 certified for drinking water applications.
 ** We will purchase the polymer that yields lowest cost per dry ton of solids produced.

Note: Please refer to the Specifications section of this RFB package, Attachments A and B.

Company Name of Bidder: _____

Division 2

Bid Requirements

Section 4: Bid Form

ORDERING CONTACT INFORMATION:

Any other pertinent information, i.e. ordering instructions, phone number, and contact person: _____

Indicate how the product(s) will be transported:

- By the vendor's vehicle** - *All risk management requirements must be met prior to the first shipment and maintained during the entire term of the bid.*
- By contracted carrier** - *Only the "General Liabilities" risk management requirements must be met prior to the first shipment and maintained during the entire term of the bid.*

Submitted by:

COMPANY NAME OF BIDDER:		
ADDRESS 1:		
ADDRESS 2:		
NAME:		
SIGNATURE:		
TITLE:		
PHONE NO.:		
EMAIL ADDRESS:		
(ATTEST):		
DATE:		

END OF SECTION

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

COMPANY NAME OF BIDDER: _____

NUMBER OF YEARS IN BUSINESS: _____

BUSINESS ADDRESS OF COMPANY: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

TELEPHONE NUMBER: _____

POINT OF CONTACT NAME: _____

EMAIL ADDRESS: _____

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

NAME OF PRINCIPAL OFFICERS: _____

END OF SECTION

Division 3

Contract Forms

Section 4: Non-Collusion Certificate

STATE OF _____, COUNTY OF _____

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

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

_____ in proposing or procuring the Contract with the Clayton County Water Authority on the following Project: **Water and Wastewater Treatment Chemicals**, 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 bidding; or by any means whatsoever prevented or endeavored to prevent anyone from making a proposal therefore, or induced or attempted to induce another to withdraw a bid for said work.

ATTEST: By: _____
Bidder

By: _____ By: _____
Name Name

Title: _____ Title: _____

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

Notary Public: _____ My Commission expires: _____

END OF SECTION

Division 3

Contract Forms

Section 5: Certification of Absence of Conflict of Interest

(O.C.G.A. § 36-80-28)

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

1. Contractor shall avoid any appearance of impropriety and shall follow all of CCWA's policies and procedures related to the project.

2. Contractor discloses below any material transaction or relationship currently known to Contractor that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Contractor, Contractor's employees, agents or subsidiaries. (Include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):

3. Contractor shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.

4. Contractor acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to CCWA entitling CCWA to seek injunctive relief in addition to all other legal remedies.

Name of Contractor

Name of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

END OF SECTION

Division 4

Specifications

Section 1: General Requirements

1.1 General

The successful bidder shall provide Water and Wastewater Treatment Chemicals as listed on the Bid Form and specified on Attachments A and B of this document.

Delivery location, delivery time, product availability, minimum quantities per shipment including deposit of any containers, and deliveries must occur within 5-7 days of date of order. Shipments are to be delivered F.O.B., Stockbridge, Jonesboro, Rex and Hampton, Georgia.

CCWA's normal delivery hours are between 8:00 a.m. and 4:00 p.m. Deliveries outside this time frame will need to be approved by the CCWA Water or Wastewater Plant Supervisor ahead of time. The CCWA Water or Wastewater Plant Supervisor may request to have a delivery outside this time frame in an emergency situation.

All bids must include how the product(s) will be transported, either shipped by the vendor's vehicles or shipped by contracted carrier. **If the products are shipped by the vendor's vehicles, then all risk management requirements per the attached schedule must be met prior to the first shipment and maintained during the entire term of the bid.** If shipments are transported by a contracted carrier only the "General Liabilities" risk management requirements per the attached schedule must be met prior to the first shipment and maintained during the entire term of the bid.

Bids must show cost on a per unit basis, exactly as specified, for example: "per pound".

The following security requirements must be met if required by ordering facility. These include:

- a) Phone call to delivery location to confirm estimated delivery time on day of shipment.
- b) Faxed photo identification of delivery driver prior to shipment arrival.
- c) Numbered security seals must be in place on loading ports of bulk chemical shipments. Seal numbers must be faxed to delivery locations prior to shipment arrival.
- d) Delivery drivers must present a government issued photo ID.
- e) Acceptance of shipments may be refused at no charge to Clayton County Water Authority if these requirements are not met.

Division 4

Specifications

Section 1: General Requirements

ATTACHMENT A

All treatment chemicals indicated with an asterisk (*) on the Bid Form come into contact with drinking water; therefore, they must be certified for conformance with ANSI/NSF Standard 60 by an approved third-party certification program or laboratory.

Treatment chemicals with two asterisks (**): We will purchase the polymer that yields lowest cost per dry ton of solids produced.

For Bid Form notes (1), (2), (3) (4), and (5) below:

- (1) A minimum of one (1) 1000 lb. pallet would be acceptable, which includes 25 – 50 lb. paper bags. 50# paper bags are acceptable. Powder activated carbon made to AWWA B600 specs will also be acceptable.
- (2) CCWA is adding a new remote site during this contract period for our Shamrock/Blalock area. Preferred delivery dates are Monday-Friday, 7:00AM-4:00PM. Remote delivery at WR Holding Pond area. Preferred delivery times are Monday through Friday from 7:00 AM to 3:30 PM.
- (3) Phosphoric Acid 36% PO₄ will be required at all three locations (WJ Hooper WPF, JW Smith WPF, and Terry R. Hicks WPF). Each location has a 6,000-gallon tank.
- (4) CCWA chlorine dioxide generators utilize Purate technology. Purate unit pricing must include bi-monthly calibration, inspection, and testing of Purate/chlorine dioxide generation equipment at no additional charge at three (3) facilities using this product. The vendor selected must be able to perform repairs on Purate/chlorine dioxide equipment. Vendor must comply with CCWA Risk Management Requirements during the contract period. Also, Immigration Form and corresponding contractor affidavits must be completed.
- (5) CCWA will only accept Prayon Material for the Sodium Silica Fluoride. All other Fluoride will not be accepted.

Specifications for Purate Service

Purate service is to be performed every other month at all three (3) facilities. At the two (2) facilities with bulk deliveries (Hooper and Smith Plants), service will be performed by the bulk supplier. At the one (1) facility using totes (Hicks Plant), service will be performed by the tote supplier.

Division 4

Specifications

Section 1: General Requirements

ATTACHMENT B

Attachment B includes CCWA Standard Operating Procedures for unloading chemicals.

A. Process Description: Chemical Tanker Unloading

This procedure has been developed to ensure the safe unloading of chemicals from tanker trucks into the chemical storage tanks. When following the appropriate policies and procedures, the transfer of chemicals into the storage tanks is a safe process. Failure to adhere to basic procedures and safety requirements can result in significant property damage and personal injury. The safe handling of chemicals from tank trucks by the application of air pressure requires careful attention to proper procedures. The unloading of tank trucks using moderate levels of air pressure (<25 psi) can create tremendous energy when accumulated in a storage tank that is inadequately vented, or in which the flow through the vent is restricted or blocked. This energy can cause a sudden, catastrophic failure of the storage tank and related piping and equipment.

B. General Rules

1. The Plant Operator should provide the driver with the operation's cell phone number to call with any unloading issues, emergencies and upon completion of the unloading process.
2. All unloading personnel should be thoroughly familiar with the appropriate Safety Data Sheets (SDS). Located inside the Chemical Building and at the Administration Building.
3. Personal protective equipment (PPE) is to be worn, including (but not limited to) hard hat, safety glasses, safety shoes, rubber gloves and face shield.
4. Tank truck parking brakes are to be set and the wheels chocked in both directions prior to commencing unloading operation.
5. An operable safety shower and eyewash station should be easily accessible and within 25 feet of the unloading location.
6. DOT regulation (49 CFR 177.834) requires that tank trucks be attended during the tanker truck loading and unloading process. The driver must remain within 25 feet of the truck and be in sight of the unloading hose and

Division 4

Specifications

Section 1: General Requirements

- connection. The driver must be prepared to shut down the transfer process in the event of a leak or other emergency.
- a. The first order of business is for the Plant Operator to check the "Certificate of Analysis" required with all bulk chemical deliveries to confirm the chemical being delivered is the right chemical and concentration ordered, and the analysis meets the specifications.
7. Prior to unloading a tank truck, an authorized representative (Plant Operator) is to sign the Bill of Lading and confirm that:
- a. The Plant Operator will take note of the tank level that will be receiving the chemical before and after the unloading operation. The operator will also need to unlock the padlock on the chemical fill line before the truck tanker hose can be connected.
 - b. The chemical that will be unloaded will be going into the proper chemical tank. Do not allow chemicals to be mixed.
 - c. The hose is properly connected to the correct fill line.
 - d. If swage lock or camlock type fittings are utilized, the ears of the coupling should be wired in the lock position during unloading to prevent an accidental release.
 - e. The storage tank has adequate capacity to receive the contents of the tank.
 - f. The storage tank is properly vented, and the vent line is free of visible obstructions (i.e. debris, ice/snow).
 - g. Vent lines must have no valves which could be inadvertently closed and should not be equipped with any form of obstructions, including screens which may collect moisture and freeze in winter. The vent line should be in addition to a properly sized overflow line.
8. If a leak, spill or overflow should occur during the transfer operation, the driver will immediately close off the air supply, shut off the valves and bleed down the system. He should immediately notify the plant operations personnel and then clean up the spill before proceeding with the unloading process.
9. If there is any indication of blocked or restricted flow to the storage tank or any indication of a build-up of pressure in the hoses and / or pipes, the supply of air is to be immediately stopped, the valves shut off and the

Division 4

Specifications

Section 1: General Requirements

system bled down before determining or resolving the cause of the blockage.

10. (Driver Responsibility) - The truck tank pressure gauge should be checked during the transfer process to ensure that air pressure does not rise above 25 psi. The use of a pressure regulator on the air supply line, which can be set, locked out and controlled by management personnel, is strongly recommended. All tankers should be equipped with relief valves set to relieve pressure above 25 psi.
11. The tanker truck is to be fully depressurized and disconnected when unloading is completed or stopped. Hoses are to be carefully disconnected in order to prevent drips and leaks. All hose connections are to be properly capped to prevent leaks and drips.
12. The driver must contact plant personnel when the unloading process is complete. The operator on duty will check and make sure everything checks out ok before the driver leaves.
13. The plant operator must make sure to place the padlock back on the chemical fill line after the tanker unloading is completed.

1.2 Payment Terms

Payment terms are net 30 days after the receipt of goods and a detailed invoice.

END OF SECTION

Purchase Order Terms and Conditions

THE CONTRACT: The documents ("Contract Documents") that form the contract (the "Contract") between the Clayton County Water Authority ("Buyer") and Seller are the Buyer's purchase order (the "PO") issued to Seller, all documents referenced in the PO (including without limitation drawings, specifications, instructions, quality assurance requirements and any other referenced documents), all drawings, specifications and other documents referenced in the Buyer's request for quotation issued to Seller for the Contract (unless and to the extent such documents are excluded from the Contract by express provisions in, and not by mere omission from, the PO), supplements to the PO issued to Seller by Buyer, these Terms and Conditions, and all documents referenced in any Contract Documents. What is required in any one Contract Document shall be deemed required by all Contract Documents and the Contract. Where there is any conflict or inconsistency between the provisions in one or more of the Contract Documents, the provision entitled ORDER OF PRECEDENCE shall be controlling, unless otherwise agreed in a writing signed by the representative (or his/her successor) of Buyer who signed the PO.

ACCEPTANCE: The acceptance by Seller of the terms of the Contract shall be deemed conclusively to have occurred upon Seller's acknowledgment of the PO, shipment of any goods, performance of any services, or commencement of any work on supplies or goods covered by the Contract. Any acceptance by Seller on purported terms and conditions ("purported terms") that differ in any way from the provisions of the Contract shall bind Seller to the terms and conditions of the Contract, and such purported terms shall not become part of, or in any way alter, amend or otherwise modify any of the provisions of, the Contract. Any shipment of goods, performance of services, or commencement of work on supplies by Seller shall be deemed to be only upon the terms and conditions contained in the Contract, except to the extent that Buyer may otherwise expressly consent to such altered terms in a writing signed by the representative (or his/her successor) of Buyer who signed the PO. Seller agrees that Buyer's acceptance or payment for any shipment of goods or similar act of Buyer shall not be claimed or construed to constitute such consent.

DELIVERY: (a) Delivery must be in strict compliance with the schedule contained in the Contract and shall be made by Seller at such times and places and of such items and quantities as may from time to time be specified by Buyer. If Seller fails to meet its scheduled delivery dates and Buyer elects to call for expedited shipments, Seller will pay the difference between the method of shipping specified and the actual expedited rate incurred. Seller shall be responsible for any additional charges resulting from deviation from Buyer's routing instructions. If Seller fails to make delivery promptly and regularly, as required under the Contract, Buyer may, in addition to other remedies available at law, terminate the Contract by giving written notice to Seller. Title and risk of loss shall remain with Seller until goods are delivered to the F.O.B. destination point specified in the Contract. Notwithstanding such delivery, Seller shall bear risk of loss or damage to goods purchased hereunder from the time that Buyer gives notice of rejection of goods pursuant to the inspection provisions of this Contract. If Seller encounters or anticipates difficulty in meeting the delivery schedule, Seller shall immediately notify Buyer in writing, giving pertinent details; provided, however, that such data shall be informational only in character and shall not be construed as a waiver by Buyer of any delivery schedule or date or of any rights or remedies of Buyer provided by law or the Contract. Parts fabricated in excess or in advance of Buyer's request are at Seller's risk. Buyer reserves the right, without loss of discount privileges, to pay invoices covering items shipped in advance of the schedule on the normal maturity after the date specified for delivery.

(b) Packaging and packing of items to be delivered by Seller under the Contract shall be shipped in a manner to: ensure safe arrival at their destination, provide the lowest transportation cost, conform with the requirements of common carriers and, in any event, comply with Buyer's minimum specifications.

INSPECTION: Buyer shall have the right to inspect the goods and/or services supplied hereunder at any time during the manufacture or fabrication thereof at Seller's facilities or elsewhere. The items subject to such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by Buyer. If any inspection or test is made by Buyer at Seller's facility or elsewhere, Seller shall provide reasonable facilities and assistance to the inspection personnel. Buyer may reject all goods supplied hereunder which are found to be defective. Goods so rejected may be returned to Seller at Seller's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval given in connection with any such inspection, examination or test, whether under the Contract or another contract for the same or similar goods and/or services, shall relieve Seller, or be claimed by Seller to relieve it, of any obligation to comply fully with all requirements of the Contract, including the obligation to produce goods and/or services that conform to all requirements of the drawings, specifications and other Contract Documents. At Buyer's request, Seller shall repair or replace defective goods and/or services at Seller's expense. Failure to inspect goods and/or services, failure to discover defects in goods and/or services or payment for goods and/or services shall not constitute acceptance of such defective goods and/or services or limit any of Buyer's rights, including without limitation those under the warranty provisions of the Contract. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by Buyer to support production, all costs of such correction, including without limitation installation and removal, will be charged to Seller; such charges will also include time and material and appropriate indirect and overhead expenses. Seller shall maintain an inspection system acceptable to Buyer covering the goods and/or services furnished hereunder.

OVERSHIPMENT: Goods shall not be supplied in excess of quantities and shipping tolerances, if any, specified in the Contract. Seller shall be liable for handling charges and return shipment costs for any excess quantities, and unless Seller agrees to pay for such costs, the over shipped material will be retained by Buyer at no cost.

PRICES: Unless otherwise specified, prices are F.O.B. destination to the location designated by Buyer and shown on the face of the PO and are exclusive of state sales and use taxes. No charge will be allowed for packing, crating, drayage, or storage. Seller warrants that the prices charged for the goods and/or services are not higher than those charged to any other customer for goods and/or services of like grade and quality in similar or lesser quantities.

PAYMENT: Seller shall be paid upon submission of properly prepared invoices in accordance with Buyer's invoicing instructions for materials and supplies delivered to and accepted by Buyer. Any adjustments in Seller's invoice due to shortages, rejection or other failure to comply with the provisions of this Contract, or under any other order or contract between Buyer and Seller, may be made by Buyer before payment. Discount periods shall commence ten (10) days after the latest of scheduled delivery, actual delivery, or receipt of invoice. No charges will be honored unless specified on the face of the PO. Invoices must be accompanied by transportation receipt, if transportation is payable as a separate item.

WARRANTY: Seller warrants that goods ordered to specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by Buyer, and will be fit and sufficient for the purpose intended; and that all goods are merchantable, of good material and workmanship, and free from all defects, including defects in design, materials and workmanship. Regarding any services provided under this Contract, Seller warrants: 1) that Seller is qualified to perform all services required of the Seller by this Contract; 2) that Seller possesses all licenses required of all public entities having jurisdiction over the Seller and the Buyer to perform such services; and 3) that Seller's workmanship will conform to all specifications and will perform as specified. Such warranties, together with Seller's other service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the goods and/or services and shall run to Buyer, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defects or nonconformity shall be given by the Buyer to the Seller within fifteen (15) months after acceptance by ultimate user; provided however that in the event the goods are designed by Seller, notice must be given within three (3) years after acceptance by ultimate user. The rights and remedies of the Buyer concerning latent defects shall exist indefinitely and shall not be affected in any way by any terms and conditions of this Contract, including this clause. Buyer may, at its option, and in addition to other remedies available at law, either (i) return defective or nonconforming goods for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods and/or services, or (iii) have the defective items corrected or replaced at Seller's expense and deduct the cost thereof from any monies due Seller. The return to Seller of any defective or nonconforming goods and delivery to Buyer of any corrected or replaced goods and/or services shall be at Seller's expense. Goods and/or services required to be corrected or replaced shall be subject to the provision of this paragraph and the paragraph of this Contract Document entitled "inspection" in the same manner and to the same extent as goods and/or services originally delivered under this Contract. In addition to correcting or replacing any defective or nonconforming goods and/or services, Seller shall also reimburse Buyer for all costs and expenses incurred by Buyer in connection with inspection and discovery of the defects, identifying and correcting the cause of such defects and all other activities reasonably undertaken by Buyer to obtain conforming goods and/or services or attempting to obtain from the ultimate user a waiver to permit the defective goods and/or services to be used with all or part of the defective conditions.

BUYER'S ASSISTANCE AND COOPERATION: During Seller's performance of this Contract, Buyer may, at Buyer's option and without obligation, provide assistance to, or cooperate with, Seller in activities that facilitate the proper performance and completion of this Contract by Seller. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting manufacturing deficiencies or other problems; (ii) acquiescing in a change of manufacturing facilities or location; (iii) refraining from strict enforcement of time schedule requirements under the Contract; (iv) permitting use of test materials or documentation not performed or produced under this Contract. Such assistance or cooperation by Buyer shall not be construed, and Seller agrees that it will not claim that any such assistance or cooperation operates, to relieve Seller from complete, proper and punctual performance of all of Seller's obligations under this Contract.

COMPLIANCE WITH LAWS AND REGULATIONS: Seller warrants that in the performance of this order Seller will comply with all applicable statutes, rules, regulations and orders of the United States, and of any State or political subdivision thereof, and agrees to indemnify Buyer against any loss, cost, damage or liability, by reason of Seller's violation of this warranty.

CHANGES: Buyer may at any time, by a written notice, and without notice to sureties or assignees, make changes within the general scope of this Contract (each a "Change Order"). If any Change Order causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, whether changed or not changed by any such order, or affects any such order, or affects any other provisions of this Contract, an equitable adjustment shall be made in the price or delivery schedule, or both, and in such other provisions of this Contract as may be affected, and this Contract shall be modified in writing accordingly. Any claim by Seller for adjustment under this paragraph shall be asserted in writing within twenty (20) days from the date of receipt of the Change Order. Where the cost of property made obsolete or excess as a result of a Change Order is included in the equitable adjustment, Buyer shall have the right to prescribe the manner of disposition of such property. The amount of any price increase from a Change Order shall be based on the actual reasonable cost to perform the change. The amount of any price decrease from a Change Order shall be based on the reduction in the Seller's cost that reasonably should have occurred as a result of the Change Order. Seller shall maintain complete and accurate accounting records properly documenting the foregoing cost, and such records shall be produced for examination and copying by Buyer within ten (10) days of a request by Buyer. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" paragraph of this Contract Document. However, nothing in this paragraph shall excuse the Seller from proceeding with the Contract as changed. Any action taken by Seller which affects any provision of this Contract, including delivery and price, whether or not accomplished with the concurrence of Buyer's employees, shall not entitle Seller to an equitable adjustment in accordance with this paragraph, unless such action has been specifically directed by written notice issued by Buyer.

STOP WORK ORDER: Buyer may at any time, by written notice to Seller, require Seller to stop all or any part of the work called for by this Contract for a period of up to ninety (90) days after the notice is delivered to Seller ("Stop Work Order"). Upon receipt of the Stop Work Order, Seller shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Seller, or within any extension of that period to which the parties shall have agreed, Buyer shall either cancel the Stop Work Order, or terminate the work covered by this Contract as provided in the "Termination for Default" or the "Termination for Convenience" paragraphs of this Contract Document, whichever may be appropriate. Seller shall resume work upon cancellation or expiration of any Stop Work Order. An equitable adjustment shall be made in the delivery schedule or price hereunder, or both, and this Contract shall be modified in writing accordingly, if the Stop Work Order results in an increase in the time required for the performance of this order or in Seller's costs properly allocable thereto. The amount of any adjustment in the Contract price shall be determined as provided in the "Changes" paragraph of this Contract Document.

TERMINATION FOR DEFAULT:

(a) Buyer may, subject to the provisions of subparagraph (c) below, by written notice of default to Seller, terminate the whole or any part of this Contract under any of the following circumstances: (i) if Seller fails to make delivery of the goods and/or services or to perform this Contract within the time specified herein or any extension thereof; or (ii) if Seller fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and does not cure such failure within a period of ten (10) days (or longer period as may be authorized by Buyer in writing) after receipt of notice from Buyer specifying such failure.

(b) In the event Buyer terminates this Contract in whole or in part as provided in subparagraph (a) above, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, supplies or services similar to those so terminated, and Seller shall be liable to Buyer for any excess costs for the same, including without limitation all costs and expenses of the type specified in the "WARRANTY" paragraph of this Contract Document; provided, that Seller shall continue the performance of this Contract to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, Seller shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Seller. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of Seller.

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

(d) If this Contract is terminated as provided in subparagraph (a) above, Buyer, in addition to any other rights provided in this Contract, may require Seller to transfer title and deliver to Buyer in the manner and to the extent directed by Buyer, (i) any completed goods, and (ii) such partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as Seller has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and Seller shall, upon direction of Buyer, protect and preserve property in the possession of Seller in which Buyer has an interest. Payment for completed goods and/or services delivered to and accepted by Buyer shall be at the Contract price. Payment for manufacturing materials delivered to and accepted by Buyer and for the protection and preservation of property shall be in an amount agreed upon by Buyer and Seller; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the paragraph of the terms and conditions of this purchase order entitled "Disputes." Buyer may withhold from amounts otherwise due Seller for such completed supplies or manufacturing materials such sum as Buyer determines to be necessary to protect Buyer or the Government against loss because of outstanding liens or claims of former lien holders or for damages otherwise caused by Seller's failure to perform its obligations under the Contract.

(e) If, after notice of termination of this Contract under the provisions of this paragraph, it is determined for any reason that Seller was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience" paragraph of this Contract Document.

(f) The rights and remedies of Buyer provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

TERMINATION FOR CONVENIENCE: Buyer may at any time by written notice terminate all or any part of this Contract for Buyer's convenience. If this Contract is terminated, in whole or in part, for Buyer's convenience, Seller shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by Seller for the actual labor and material

reasonably used by Seller to perform the work under this Contract up to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to Seller for (i) any anticipatory profits related to work under this Contract not yet performed, or (ii) costs incurred due to Seller's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Contract for the work terminated. If a Government contract number is cited on the face of the PO, a termination for Buyer's convenience shall be accomplished in accordance with the terms FAR 52.249, as in effect on the date of this Contract, which shall be controlling over any conflicting provisions hereof.

INDEMNIFICATION: If this Contract is issued under a Government prime contract or subcontract, Seller shall indemnify Buyer against and hold Buyer harmless from all claims, expenses, and losses, arising out of performance of this Contract by Seller: (i) when such claims, expenses, and losses result from the failure of Seller to furnish to Buyer, in accordance with the provisions of the relevant regulations, cost or pricing data, which is accurate, complete and current at the time of Seller's and Buyer's agreement to the negotiated price or at the time when Buyer requests a reaffirmation of the same, and (ii) when such claims, expenses and losses result from Seller's failure to comply with the rules and regulations in connection with covered contracts.

DATA: All drawings and specifications, furnished or paid for by Buyer shall be the property of Buyer, shall be subject to removal at any time without additional cost upon demand by Buyer, shall be used only in filling orders from Buyer, and shall be kept separate from other drawings and specifications, and identified as the property of Buyer. The information contained in reports, drawings, documents or other records which are furnished to Seller by Buyer relative to this Contract, to the extent that such information is not in the public domain, shall be deemed confidential and shall not be disclosed to others, except to subcontractors as necessary for completion of this Contract, in which event the subcontractor shall have the same obligation of nondisclosure. Upon completion, termination, or cancellation of this Contract, Seller shall return all drawings and specifications to Buyer, in the event Buyer requests return of any such items, within thirty (30) days after the effective date of completion, termination, or cancellation. Any such data of Buyer retained by Seller shall be deemed confidential and shall remain subject to the foregoing restrictions on use, reproduction and disclosure. Upon termination of this Contract, either for default or convenience, Buyer may, at Buyer's option, use, on a non-exclusive basis, all drawings, documents or other records related to this Contract, whether created by Buyer or Seller, without further compensation to Seller. Seller may not disclose the existence of this Contract or the items to be supplied hereunder without Buyer's written consent, except to subcontractors who shall have the same responsibility.

WORK ON BUYER'S DESIGNATED PREMISES: In the event that Seller, Seller's employees or agents or Seller's subcontractors enter Buyer's designated premises for any reason in connection with this Contract, Seller and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. Seller shall defend, indemnify, and hold Buyer harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of Seller, Seller's employees or agents, save and except damage caused by the sole negligence of Buyer. Seller, and any subcontractor used by Seller in connection with this Contract, shall carry Workmen's Compensation and Employees' Liability Insurance to

cover Seller's and subcontractor's legal liability on account of accidents to their employees. Seller and the subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. Seller and the subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of Seller and the subcontractor on account of accidents arising out of the operations of Seller or the subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At Buyer's request, Seller shall furnish to Buyer certificates from Seller's insurers showing such coverage in effect and agreeing to give Buyer ten (10) days' prior written notice of cancellation of the coverage.

ASSIGNMENT AND SUBCONTRACTING: Seller shall not assign this Contract or any portion of this Contract, nor shall Seller subcontract for completed or substantially completed goods or services purchased hereunder without the prior express written consent of Buyer. No assignment or subcontract by Seller, including any assignment or subcontract to which Buyer consents, shall in any way relieve Seller from complete and punctual performance of this Contract, including without limitation all of Seller's obligations under the warranty provisions of this Contract.

INDEPENDENT CONTRACTOR: Buyer and Seller agree that no provision of this Contract is intended to be, nor should they be construed in any way to create or establish any association, partnership, joint venture, or relationship of principal and agent or master and servant or employer and employee between the parties hereto or any affiliates, subcontractors, or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

NOTICES: All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to Seller or Buyer, as the case may be, at the addresses set forth on the face of the PO, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

INTERPRETATION: Each party recognizes that this Contract is a legally binding contract and acknowledges that both parties have had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Contract, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

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

CALCULATION OF TIME PERIOD: Unless otherwise provided herein, whenever this Contract calls for or contemplates a period of time for the performance of any term, provision, or condition of this Contract, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

WAIVER: No waiver by Buyer of any breach of this Contract or the granting of an extension for performance hereunder shall be deemed to be a waiver of any other or subsequent breach. Seller agrees that it will not claim that Buyer has waived any of Seller's performance requirements under this Contract, and no such waiver shall be effective to relieve Seller from complete and punctual performance of such requirements, unless such waiver is expressly stated in writing and signed by Buyer's representative (or his/her successor) who signed the PO.

DISPUTES: Pending resolution of any dispute hereunder, Seller shall proceed diligently with the performance of work, including the delivery of goods and/or services in accordance with Buyer's direction.

ORDER OF PRECEDENCE: This Contract constitutes the entire, fully integrated agreement of the parties as to the subject matter hereof. In the event of any inconsistency among the foregoing, the inconsistency shall be resolved by giving precedence to the following documents in the following order: (i) the purchase order to which these terms and conditions are attached; (ii) these terms and conditions; (iii) the drawings; (iv) the specifications; and (v) the other documents incorporated by reference.

APPLICABLE LAW: The validity, performance and construction of this Contract shall be governed by and construed in accordance with the laws of the State of Georgia, excluding its choice of law rules. Jurisdiction and venue for any suit between the parties hereto arising out of or connected with this Contract, or the goods furnished hereunder shall lie only in Clayton County, Georgia.

CONFIGURATION CONTROL: Seller shall make no change in design, manufacturing, or assembly processes or source of supply, after approval of the first production test item or after acceptance of the first completed end item, without the written approval of the Buyer. Seller agrees that any approval by Buyer of the first production test item or any acceptance by Buyer of the first completed end item shall not in any way relieve Seller from performing all requirements of this Contract, including Seller's obligations under the provisions of the "WARRANTY" paragraph of this Contract Document.

W-9 Form

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

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

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

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

Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

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

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

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

Privacy Act Notice

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

Vendor Form



CLAYTON COUNTY WATER AUTHORITY

FINANCE DEPARTMENT

1600 BATTLE CREEK ROAD | MORROW, GEORGIA 30260

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

VENDOR INFORMATION FORM

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

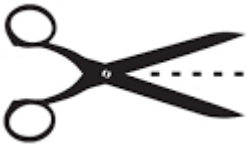
Important Note: What name will appear on the Invoice? Invoice name shall be reflected on the *Vendor Information Form* and match the *W-9 Form*.

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

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

BID PACKAGE LABEL

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



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



Water and Wastewater Treatment Chemicals
Solicitation ID: 2024-WP-03
Due Date and Time: Tuesday, February 6, 2024 at 10:00 a.m. local time

VENDOR NAME: _____
Address: _____
City, State, Zip: _____

ADDENDA