



REQUEST FOR PROPOSAL

JDE 9.2 UPGRADE

Bid Number 2017-IT-10

July 2017

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

Proposal Opening: **Wednesday, August 9, 2017 at 2:00 p.m. (local time)**
1600 Battle Creek Road, Morrow, GA 30260

**Non-Mandatory Pre-Proposal
Conference Call:** **Tuesday, July 18, 2017 at 2:00 p.m. (local time)**

This procurement has SLBE Preference Points.

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General Information

Section 1: Request for Proposals

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

Name of Project: **JDE 9.2 Upgrade**

The Clayton County Water Authority will open sealed proposals from contractors at its offices located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Wednesday, August 9, 2017 at 2:00 p.m. (local time)** for the following project: JDE 9.2 Upgrade.

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

A Non-Mandatory Pre-Proposal Conference Call will be held on **Tuesday, July 18, 2017 at 2:00 p.m. (local time)**. Vendors interested in participating in the conference call meeting should email our Procurement Department at **ccwa_procurement@ccwa.us** no later than noon on Tuesday, July 18, 2017. The email needs to include the participant's phone number, and CCWA will provide call in instructions.

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

Clayton County Water Authority

John Chafin, Chairperson

END OF SECTION

Division 1

General Information

Section 2: Overview

2.1 Project Overview and Objective

The purpose of this document is to enable CCWA to select a partner that can provide the best responsive and responsible solution and services to achieve a successful JDE Enterprise One 9.0 release 2 to 9.2 Upgrade. The selected partner will work with CCWA staff by providing implementation services for project management, functional subject matter expertise for the 9.2 applications and infrastructure support for migrating to needed 9.2 architecture. The purpose of this RFP is to invite qualified proposers to prepare and submit proposals to provide implementation services in accordance with the requirements defined herein. Proposers must be a certified Oracle Business Partner to be considered for this RFP.

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

2.2 Project Background

CCWA implemented JDE OneWorld as its corporate ERP system in 2002, and upgraded to EnterpriseOne (E1), version 9.0 release 2 in February of 2012. CCWA uses E1 applications for budgeting, accounts payable, accounts receivable, equipment maintenance, fixed assets, general ledger, human resources, inventory and purchasing (supply chain management), work order and payroll. More detailed background information about CCWA's current JDE E1 implementation can be found at the appendix A (CCWA Fact Sheet). This contains current details, proposed hardware, and all items captured as part of the Gap Analysis. CCWA is concentrating on a subset of these as defined in the Project Assumptions.

In February of 2016, CCWA engaged in a Gap Analysis for the upgrade of its ERP software JD Edwards E1 version 9.0 release 2 to JD Edwards E1 version 9.2. The purpose of the Gap Analysis was to begin the planning process for the upgrade of JDE, discovery of issues and/or needed additional functionality, as well as to get a better understanding of the scope, costs and benefits of upgrading JD Edwards. CCWA has also undertaken a Business Process review, which may result in additional JD Edwards changes.

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2.3 Project Assumptions

CCWA recognizes that there are multitude of approaches to the planning and execution of a JD Edwards E1 9.0 to 9.2 upgrade. In order for CCWA to have equally meaningful and easily comparable RFP responses, the following are the assumptions that should be taken into consideration when preparing your responses:

- A. A Project Plan should be developed with the understanding that CCWA does not wish to Go Live from April to end of June. The rollout strategy should accommodate this constraint.
- B. CCWA requires two major data conversions including payroll information before the actual go live date.
- C. The Project Plan should assume that all technical development support is provided by the proposer, with limited assistance from CCWA. This includes retrofitting, data conversion, interfaces, etc.
- D. CCWA will need proposer to include consulting CNC support as part of external professional services. Proposer should include CNC consulting services from project start through to the initial setup of environments and up to go live. Handoff of these services to 3rd party CNC provider (if different than proposer) and CCWA internal resources is expected to be included as part of the project.
- E. An estimate of 4-week post go live consulting support period is requested for the project, and should be detailed in the Project Plan.
- F. The Project Plan should assume that all new test hardware has been installed and the SQL database is upgraded and ready by the first week of consulting engagement – a 9.2 test environment (tools 9.2.1.2) utilizing simplified upgrade, along with CCWA data (DB2/400 to SQL conversion) already exists. Production hardware will be installed during the project, and will be ready in plenty of time for appropriate testing and other required project activities leading up to go live. The estimation of the project should include however, the CCWA internal time that the hardware and database team will incur.

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- G. The Project Plan should assume that, while CCWA JDE technical resources exist and are available for consultation, the proposer will be responsible for the technical remediation of JDE modifications. Information will be made available as to number and relative complexity of modifications. Initial examination indicates a low number of modifications, with low to moderate complexity.
- H. The awarded proposer should be able to start the engagement shortly after contract award, as specified in the RFP timetable.
- I. CCWA identifies the following as key focus areas, along with resources CCWA will make available as part of the core team for the upgrade:
 - 1. Technical (includes Hardware Team, Database Team, Developer and part time CNC which is supplied by 3rd party).
 - 2. Financial (includes dedicated CCWA Financial Business Analyst, SMEs – GL, AP, FA, Budget, AR).
 - 3. Supply Chain (Includes SMEs – IM, PO).
 - 4. Equipment and Asset Maintenance/Work Order (Includes SMEs – WO, EAM).
 - 5. Human Capital and Payroll (Includes dedicated CCWA HR/PR Business Analyst, SMEs – HR, PR).
- J. CCWA needs proposer to provide consulting project management and focus area consulting services. Please use your experience in estimating how much and how many consulting individuals are required for the project, as well as the amount of time each would be spending on a weekly basis.
- K. CCWA desires to do testing and training utilizing UPK but has limited resources to create the necessary scripts, as well as to execute the scripts and train the users. CCWA only has the resources listed above, so proposal should include provisions to provide resources in this area.
- L. CCWA needs proposer to have strong consultant lined-up for Equipment and Asset Maintenance. This is a niche area that CCWA needs focus during the upgrade.
- M. A new Customer Information System (CIS) implementation will be taking place during the project, and while the CIS vendor is responsible for the integration to JD Edwards, assistance with this integration will be required.

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N. At a minimum, CCWA wants to implement the following new modules and additional undertakings:

1. General:

- a) Setup Health and Safety Module (CCWA owns, not setup).
- b) Setup Contract Management Module (CCWA owns, not setup).
- c) Review Benefits and Employee Self Service setup.
- d) Workflows including routing and approval – all modules – currently have Requisition approval only.
- e) Media Objects – store information, then use/email on Requisitions, PO's, WO's, Quotes, etc.
- f) Security Review/Overhaul as needed (CCWA utilizes All-Out).
- g) Activate Analytics – Supplier, PO Ledger, Purchasing Ledger, others.
- h) Simplified User Interface for some users.
- i) Mobile Applications – a few to start (Requisition/PO/WO approvals) high on list.
- j) Interface/Integrate JDE with Cityworks - anticipate 2 way, time entry, materials.
- k) Ensure documentation/training is developed in UPK and is available through 9.2.

2. Purchasing/Procurement/Inventory/Bids/Quotes:

- a) Request for Bid/Proposal, Contract Management.
- b) Store vendor contract pricing.
- c) Quote process – setup, email, workflow, other.
- d) Purchase Order – email, templates, document types.
- e) Inventory – setup standard non-stock for common items, review transaction types, review safety stock/reorder points.
- f) Add Plant Inventory locations (spare parts zero value).
- g) Review inputs – Fuel, meter & mileage readings as part of inventory process.

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3. Human Resources/Payroll

- a) Implement Auto Pay (currently in progress, may complete prior to upgrade).
- b) Evaluate Global Leave/Leave Management, Competency, Performance Management – Implement as appropriate (CCWA owns these, not completely setup).
- c) Employee Self Service Time Entry and Online Benefits Enrollment – move from current portal to E1 Pages.

4. Assets/Jobs/Work Orders

- a) Job Costing Implementation as an augmentation to the current intensive Work Order usage.
- b) Review/Rework of Work Orders - Doc Types, status flows, parts, lists.
- c) Ensure that all costs roll up as part of integration with Cityworks.
- d) Review Equipment Time Entry.

5. GL/AR/AP

- a) Review of Budget Processing/Budget Checking/Budget Revisions.
- b) Examine use of One View reporting for financial reports – what will be in JDE vs Hubble.
- c) Review of Financials setup - Chart of Account, level of detail, etc. for consistency.
- d) Examine setup/utilization of ACH for payment of vendors.

2.4 Proposal Submission

One (1) original and five (5) bound copies, and one (1) electronic submission in pdf format of the Proposal (**excluding the Cost Proposal Form⁽¹⁾, and the SLBE Forms⁽²⁾**) shall be submitted in a sealed container, and delivered by hand, courier service, or via the United States Postal Service to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. No facsimiles will be accepted. At the time specified for the Proposal Opening, the sealed containers shall be publicly opened, but only the names of the Proposers shall be read aloud.

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- (1) *One original paper copy of the Cost Proposal Form must be submitted in a separate sealed envelope and placed within the sealed submittal package. The envelope must be marked: "Cost Proposal". The Cost Proposal envelopes will NOT be opened until all evaluations and references are completed for all proposers.*
- (2) *One original paper copy of the SLBE Forms must be submitted in a separate sealed envelope and placed within the sealed submittal package. The envelope must be marked: "SLBE Forms".*

2.5 Proposal Format

Proposal response shall be limited to a maximum length of 50 pages (not including resumes, brochures, preprinted information, and/or required forms). Each proposal package should be prepared and presented to include the information outlined below and be tabbed to denote the sections noted below. In order for the proposal package to be considered responsive, Sections A through H need to be provided as described below.

A. EXECUTIVE SUMMARY

This section of the response to the RFP is a letter of introduction and interest on letterhead. Provide the full legal name, firm's principal business office address and satellite offices, if any, and indicate the location from which these professional services for the CCWA would be conducted. Include telephone number, fax, email, website if applicable and point of contact. Include information on the firm's history, business activities, size, employees (per office), and ownership. Indicate whether you operate as a single proprietorship, partnership, or corporation. Include the state(s) in which you are incorporated and/or licensed to operate. A representative who has the legal capacity to enter the organization into a formal contract must sign the cover letter. Other items the document would ideally include are:

1. Number of years in the business.
2. Number of years involved with these types of services.
3. Number of signed contracts in progress.

B. PROJECT UNDERSTANDING

1. Based on the assumptions and Gap analysis provided, provide details of how you would approach completing the project in a timely and cost effective manner, including what tools and resources will be required to be successful.

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2. Please explain how your company will identify risks and mitigation strategies for an upgrade of this complexity and size. Define Critical Success Factors (CSF) that makes an implementation successful and what kind of safeguards do you put in place to guarantee a successful implementation?
3. Please explain your knowledge transfer and training strategy including experience with UPK.
4. Provide a brief resume of the proposed consultants and project manager.
5. Detail proposed project structure, roles and responsibilities.

C. METHODOLOGY / MANAGEMENT STRATEGY

6. Provide project plan, considering all new modules and new undertakings that CCWA wants to embark on mentioned in the assumptions. The project plan should include, but not be limited to:
 - a) Itemized key tasks as well as defined major milestones and identification of key dependencies per focus area. These high level tasks should correlate to a resource based pricing. CCWA expects all responses to this RFP to include a summary project schedule (plan – in MS Project format) identifying at least the planned high level tasks required to accomplish the upgrade. A more detailed project schedule denoting additional detail will provide an indication that the proposer has experience and in-depth knowledge of this type of implementation. CCWA will expect that the schedule noted above will identify the generic resource requirements (type and rough estimate of hours) needed to accomplish the tasks listed on the schedule.
 - b) The proposed timeline specifically broken down on hours per week of resource requirements (both consulting and CCWA resources) based on identified key tasks. The timeline and resource allocation should cover the proposed phases and appropriate post go-live support services.
 - c) Highlighting when different types of training will occur and the participation level of resources
 - d) The timeline can be done in Microsoft Excel or Microsoft Project

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but should visually show year, months and weeks on a Gantt chart format with a summary page identifying total hours per key steps and resource.

Additional implementation project plans can be provided in addition to the required if you feel that the new undertakings can be achieved in a better phase sequencing.

7. Provide a JDE upgrade project charter document that addresses key questions about the upgrade, such as the amount of user training, how interfaces will be impacted, how will security be overhauled and what amount of data cleanup will be needed as part of the move from 9.0 to 9.2. Please also include a detail step-by-step description of the technical upgrade process from initial DB upgrade thru to Project completion. The proposer should also identify and articulate the functionality that would be best served by upgrading to 9.2.
8. Provide a description of administrative capabilities to support the cost tracking of implementation services on a daily basis. The consultants shall provide weekly timesheets that needs to be signed by CCWA. The project manager should collate all approved timesheets from the consultants and provide a bi-weekly summary report to CCWA of the billable hours of all consultants. This bi-weekly summary should be broken down per the different milestones of the project. The proposer shall be paid the hours reflected on the bi-weekly summary report upon accomplishment of set milestones as agreed upon by the proposer and CCWA. The proposer should provide respective criteria per milestone that will constitute successful delivery and completion of the milestone. CCWA has the right to refuse payment if the milestones were not met successfully based on identified criteria as defined.
9. Provide CCWA with the methodology that proposer will dutifully follow for the upgrade to 9.2. Please refer to the questions in the evaluation criteria pertaining to this when responding to this deliverable.

D. EXPERIENCE AND QUALIFICATIONS

This section of the RFP response should address the firm's experience and qualifications. These credentials can come in the form of a separate document in the Appendix of the response, or included as its own section.

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Regardless of how it is presented, each one of the credentials must be provided.

Background

1. History of company.
2. Size of company.
3. Organization Management Overview.
4. Ownership.

Statistics

5. Number of offices / locations.
6. Number of employees.
7. Number of JDE 9.0 to JDE EnterpriseOne 9.2 upgrades implemented within the last 18 months.
8. Number of implementations using Windows platform and SQL DBMS
9. Number of implementations in the Utilities Industry.
10. Number of implementations that converted to Unicode.
11. Number of implementations that include interfacing with Third Party software (identify the third party software).
12. Average duration of an implementation / average duration for an implementation in like industry.
13. Average years' experience of the consultants you intend to assign to this implementation.
14. Oracle Business partner Certification level.
15. Significant Awards from Oracle or other vendors.
16. Practice areas – what packages do you consult on.
17. Any additional information that would be pertinent.

Software

18. Experience with JDE 9.0 and 9.2, including platforms implemented, UXOne, AIS, BI Publisher, Watchlists, E1 pages, CafeOne, OneView Reporting.

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E. COST PROPOSAL

CCWA will entertain either a Time and Material OR Fixed Cost proposal, as long as they are documented as to the hours and rates used to arrive at overall total costs with /breakdown, and the assumptions used to arrive at these costs, including travel expenses

Please provide the specific Resource Fee Structure that is going to be charged to CCWA for this upgrade - broken out per resource you identified that is going to be participating on this upgrade. CCWA requires that you provide hourly rates and the estimated number of hours by resource, and by Phase of the project, to determine overall estimated Project Cost.

For example:

Resource	Approved CCWA Hourly Rate
<i>PM</i>	<i>\$150</i>
<i>Financial Consultant</i>	<i>\$100</i>
<i>HR Consultant</i>	<i>\$100</i>
....	...

For Fixed Cost proposals we will still want to know how you came up with your proposal, including assumptions used.

For either method, we expect that your proposal will also include anticipated travel expenses, to provide a complete Total Cost for the Project. Failure to provide a total cost estimated whether by time and materials or fixed, will result in your proposal being deemed non-responsive.

The Cost Proposal Form must be submitted in a separate sealed envelope and placed within the sealed submittal package. The Cost Proposal envelopes will NOT be opened until all evaluations and references are completed for all Proposers.

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

No other references or mentioning of costs should be included in any other sections of your submitted proposal.

In order for the Proposal Package to be considered responsive, the Cost Proposal Form must be completed in its entirety. ***Please note the cost***

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proposal section must be submitted in a sealed separate container from the rest of the RFP submission, marked: "Cost Proposal".

F. REFERENCES

Proposers must provide at least three (3) client references. Information should include at a minimum: client name, address, phone number, e-mail address, and contact person.

In addition, references must include:

1. Customers with distributed sites, centrally managed.
2. Customers that you completed a 9.0 to 9.2 upgrade.
3. A customer in the Utilities Industry using majority of the modules CCWA is using.
4. A customer in the Utilities Industry with moderate modification and interfaces.

G. SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PREFERENCE POINTS

This procurement will have an incentive of up to 10 possible additional points ("preference points") given to those proposers who meet the CCWA certified SLBE participation requirements as explained on Division 2, Section 8 of these RFP documents. ***Please note SLBE Forms must be submitted in a sealed separate container marked: "SLBE Forms".***

H. COST SAVINGS ALTERNATIVE

An example could be that in certain functions we utilize best practice "template", reducing consulting and testing effort (as opposed to doing customization).

2.6 Evaluation Criteria

Initially, all proposals will be reviewed by CCWA Procurement to determine if the proposal submittal is a complete and responsive responsible submittal to our RFP. Those proposals that pass the initial review will be distributed to the CCWA Evaluation Team, who will then evaluate the proposals based on the **Stage 1** Evaluation criteria described below. After this evaluation is complete, an oral face-to-face presentation referred to as **Stage 2** may be required from the top scoring proposers. CCWA reserves the right to make a selection at any point during the evaluation process (Stage 1 or Stage 2).

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Proposers shall be accorded fair and equal treatment with respect to CCWA's evaluation process.

Each of the identified criteria has a point value that is used to establish the relative importance in the evaluation process. The criterion for this RFP is as noted here and defined in further detail in the remainder of this section. CCWA will evaluate the implementation services of the proposer on the basis of criteria that includes but is not limited to:

Item	Evaluation Criteria	Points
Stage 1 (RFP Proposal)		
A	Minimum Requirements / Project Understanding	20
B	Methodology / Management Strategy	30
C	Qualifications and Experience	30
D	References	5
E	Cost Proposal	15
Total		100
Additional		
F	SLBE Utilization	10
G	Cost Saving Alternative	15
Total Points Stage 1		125
Stage 2 (Face to Face) – If requested		
A	Minimum Requirements / Project Understanding	20
B	Methodology / Management Strategy	30
C	Qualifications and Experience	35
D	References	5
E	Cost Proposal	15
Total		100
Additional		
F	SLBE Utilization	10
G	Cost Saving Alternative	15
GRAND TOTAL		125

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Section 2: Overview

2.7 Proposal Schedule

RFP EVENT	DATE
Non-Mandatory Pre-Conference Call	Tuesday, July 18, 2017
Deadline for questions - 2:00 PM	Friday, July 28, 2017
Issue Last Addendum - 2:00 PM	Friday, August 4, 2017
Proposal Opening - 2:00 PM	Wednesday, August 9, 2017
Short-list Notification, if needed	Tuesday, September 19, 2017
Presentations, if needed	Tuesday, October 03, 2017
Monthly Board Meeting	Thursday, November 2, 2017
Complete execution of agreements	Monday, November 27, 2017
Contractor Kick Off Meeting	Tuesday, November 28, 2017

All times listed are local time.

2.8 Addenda

Proposers may ask questions regarding this RFP prior to the proposal opening. To be considered, all questions must be received in writing via email to **CCWA_Procurement@ccwa.us** by **2:00 p.m. (local time) on Friday, July 28, 2017**. Any and all responses to proposer's questions will be issued in the form of an Addenda by email. All addenda issued shall become part of the Proposal Documents.

2.9 Proposal Preparation Costs

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

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2.10 Special Provisions

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

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

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

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

Signed: _____

Name (Printed): _____

Title: _____

Company: _____

Date: _____

END OF SECTION

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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

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

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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

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Proposal Requirements

Section 1: Instructions to Proposers

10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Contractor's proposal. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the proposer may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications, but may not alter any of the language contained in the solicitation.
11. In the case of goods, the person, firm or corporation making the proposal may propose all items. All items may be considered separately, at the discretion of the CCWA.
12. 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. Proposers for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the proposal envelope and must enclose copies of any required license with the proposal.
14. When public work is let out for proposal, no person shall prevent or attempt to prevent competition in such proposal. Such Proposers must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the proposal process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the proposal process; if a corporation, all officers, agents, or other persons who acted for the corporation in the proposal process.
15. Proposals shall not be withdrawn or cancelled by the proposer past the proposal opening date and time. The proposer may make modifications/corrections to the proposal by submitting a corrected seal proposal but only if the change is prior to the proposal opening. The corrected document should be clearly marked that it supersedes the proposal originally submitted. No modification or corrections will be allowed subsequent to the proposal opening.
16. By tendering a proposal, a Proposer agrees to leave the proposal open for acceptance by the CCWA for one hundred twenty (120) days after the date set for the opening thereof.
17. By tendering a proposal, the Proposer certifies that the Proposer has carefully examined these instructions and the terms and specifications applicable to and made

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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

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

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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

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

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

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

END OF SECTION

Division 2

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

CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

Division 2

Proposal Requirements

Section 2: Risk Management Requirements

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

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

END OF SECTION

Division 2

Proposal Requirements

Section 3: Proposal Submittals

3.1 Required Submittals (Forms):

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

- A. Cost Proposal Form – Proposers must submit their completed and signed Cost Proposal Form in a separate sealed container which should be marked “Cost Proposal”, and include the proposal title, opening date and time. **The provided Cost Proposal Forms shall not be altered or modified.**
- B. Proposer Qualification Information Form.
- C. Georgia Security and Immigration Compliance Act of 2006 Form.
- D. Contractor Affidavit and Agreement Form.
- E. Subcontractor Affidavit Form.

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

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

- F. Special Provisions on page 1-2.14.
- G. SLBE Forms 1, 2 and 3. **The SLBE Forms must be submitted in a separate sealed container which should be marked “SLBE Forms”.**
- H. Addenda (if any).

END OF SECTION

Division 2

Proposal Requirements

Section 4: Cost Proposal Form

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

Proposal of _____

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

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

In compliance with the Request for Proposals, Proposer hereby proposes to provide an **JDE 9.2 Upgrade** in strict accordance with the Contract Documents as enumerated in the Request for Proposals, within the time set forth therein, and at the prices stated below.

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

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

CONTRACT EXECUTION:

The undersigned Proposer agrees, if this proposal is accepted, to enter into a Master Service Agreement with CCWA on the form provided in this proposal package to perform and furnish work as specified or indicated in the RFP Documents for the contract price derived from the proposal and within the times indicated herein and in accordance with the other terms and conditions of the Documents.

PAYMENT TERMS:

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

Division 2

Proposal Requirements

Section 4: Cost Proposal Form

CONTRACT TIME:

Proposer hereby agrees to commence work within fourteen (14) calendar days from the date the Contract is fully executed or on a date to be specified in the Notice to Proceed.

INSURANCE:

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

ADDENDA:

Proposer acknowledges receipt of the following Addenda:

Proposer accepts the terms and conditions of the Documents.

MEASUREMENT AND PAYMENT:

The basis of award will be the unit prices or fixed cost as shown on the Cost Proposal Form.

Division 2 **Proposal Requirements**

Section 4: Cost Proposal Form

In compliance with the Request for Proposals, Proposer hereby proposes to provide with **JDE 9.2 Upgrade** in strict accordance with this Contract Documents as enumerated in the Request for Proposals, within the time set forth therein and at the prices proposed below:

PROPOSAL:

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

<u>Resource</u>	<u>Hourly Rate</u>	<u>Estimated # of hours required</u>	<u>Extended amount</u>
TOTAL			

Submitted by: _____
 COMPANY NAME OF PROPOSER

CCWA Certified SLBE: Yes No

If Yes, specify County: _____

Division 2

Proposal Requirements

Section 4: Cost Proposal Form

Submitted by:

COMPANY NAME OF
PROPOSER:

By: (OFFICER NAME)

SIGNATURE:

TITLE:

COMPANY ADDRESS:

CITY, STATE, ZIP CODE:

PHONE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

WEBSITE:

DATE:

END OF SECTION

Division 2

Proposal Requirements

Section 6: Proposer Qualification Information

COMPANY NAME OF PROPOSER:

NUMBER OF YEARS IN BUSINESS

BUSINESS ADDRESS OF COMPANY:

TELEPHONE NUMBER:

FAX NUMBER:

POINT OF CONTACT NAME:

POINT OF CONTACT EMAIL
ADDRESS:

COMPANY TAX ID NUMBER:

COMPANY WEBSITE:

ENTITY TYPE:

Individual/Sole Proprietor

Employee Owned Company

Privately Held Corporation/LLC

Partnership

Publicly Owned Company

Attorney

Other (specify):

NAME OF PRINCIPAL OFFICERS:

END OF SECTION

Division 2

Proposal Requirements

Section 7: Contractor Affidavit and Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit ____ and is incorporated into this Agreement by reference herein.

- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
 - 1. _____ 500 or more employees;
 - 2. _____ 100 or more employees;
 - 3. _____ Fewer than 100 employees.

- C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
 - 1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
 - 2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Clayton County Water Authority at any time."

Contractor _____

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Division 2

Proposal Requirements

Section 7: Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

Name of Contractor (Printed)

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE _____ DAY OF _____ 20____.

Notary Public

My Commission Expires

Division 2

Proposal Requirements

Section 7: Contractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

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

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

Name of Sub-Contractor (Printed)

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Subscribed and sworn before me on this the _____ day of _____ 20_____.

Notary Public

My Commission Expires

END OF SECTION

Division 2 **Proposal Requirements**

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

8.1 Program Overview

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

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

- A) Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed (1) Construction Firms – \$18,250,000; (2) Professional Services Firms – \$5,500,000; Architectural Firms – \$3,750,000; Engineering Firms – \$7,500,000, and Goods and Services – less than 250 employees.
- B) Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year prior to submitting application for certification.

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

SLBE's must perform a commercially useful function, which means performance of provision of real and actual services under the contract or subcontract with CCWA. Factors such as the nature and amount of the work subcontracted; whether the SLBE has the skill and expertise to perform the work for which it has been certified; whether the SLBE actually performs, manages or supervises the

Division 2 **Proposal Requirements**

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

work; and whether the SLBE intends to purchase commodities and/or services from a non-SLBE and simply resell them will be considered in determining if the SLBE is performing a commercially useful function.

8.2 SLBE Required Forms

This package contains the following forms that Proposers are required to submit along with their proposals (in addition to general contractor forms):

- A) SLBE-1 – Covenant of Non-Discrimination: The signed agreement stating that the firm will not discriminate on the basis of a firm's size (revenue or employee count) with regard to prime contracting, subcontracting, or partnering opportunities.
- B) SLBE-2 – Sub-Contractor Contact Form: A list of all firms contacted to participate as SLBE sub-contractors/suppliers on a contract.
- C) SLBE-3 – SLBE Sub-Contractor/Supplier Utilization Form: A list of all firms procured as SLBE sub-contractors/suppliers to be utilized on a contract.

8.3 SLBE Optional Forms

The following form is for information and tracking purposes only, to be provided post award, at the proposer's option:

- A) SLBE-4 – Post-Award–Monthly SLBE Participation Report–RFP Preference Points: Report detailing amount paid to SLBE sub-contractor on the contract.

8.4 Overview of RFP Preference Points

RFP Preference Points are incentives that range between 5 and 10 points for the use of a certified SLBE (prime or sub-contractor) located in Clayton County or the ten (10) counties outlined in this section. RFP Preference points will be added to the total score for evaluation purposes in determining the highest ranked responsible responsive proposer.

Division 2 Proposal Requirements

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

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

The calculation of RFP Preference Points shall be as follows:

There will be an applied tiered preference points based on what county the business is located:

- a) 10 points for SLBEs in Clayton County.
- b) 7.5 points for SLBEs in DeKalb, Fayette, Fulton, Henry and Spalding.
- c) 5 points for SLBEs in Cherokee, Cobb, Douglas, Gwinnett and Rockdale.

Points will be given to Proposers who are SLBE Primes or Primes using a small local subcontractor.

In the event of a tie proposal between a SLBE Proposer and a Non-SLBE Proposer, the SLBE Proposer will be recommended for the contract.

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

Division 2 **Proposal Requirements**

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

FORM SLBE-1

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the Clayton County Water Authority (CCWA) to promote full and equal business opportunity for all persons doing business with CCWA. The undersigned covenants that we have not discriminated on the basis of a firm's revenue or employee count with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SLBE-2, SLBE-3 and SLBE-4. Set forth below is the signature of an officer of the proposing entity with CCWA to bind the entity.

I, _____, _____ (Name, Title), on behalf of
_____ (Company),
by my signature below, do hereby promise:

1. To adopt the policies of Clayton County relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of CCWA;
2. Not to otherwise engage in discriminatory conduct;
3. To provide a discrimination-free working environment;
4. That this Covenant of Non-Discrimination shall be continuing in nature and shall remain in full force and effect without interruption; and
5. That this Covenant of Non-Discrimination shall be incorporated by reference into any contract or portion thereof which we may hereafter obtain.

We understand that our failure to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract.

Signature of Attesting Party

Title of Attesting Party

On this _____ day of _____, 20_____, before me
appeared _____, the person who signed the above
covenant in my presence.

Notary Public

My Commission Expires

[Seal]

FORM SLBE-2

SUB-CONTRACTOR CONTACT FORM – PREFERENCE POINTS

INSTRUCTIONS TO CONTRACTORS

The prime contractor must complete and sign the sub-contractor contact form and submit the completed and signed form with the proposal. **Failure to submit this form may result in the proposal being deemed non-responsive.**

SLBE Prime Contractors: If you are the prime contractor on the project AND also the SLBE on the project and will NOT use any other SLBE firms as sub constructors, check the box at the top of the form and sign the form.

1. Name of contractor/supplier: Provide name of the contractor or supplier you contacted to perform on the contract.
2. Contact Name, Address and Phone Number: Provide the contact information of the contractor/supplier you contacted.
3. County of Clayton Business License: State if the contractor/supplier you contacted is a Clayton County Licensed business.
4. Type or work solicited for: Describe the type of work for which you are soliciting from the contractor/supplier.
5. Business Ownership (SLBE/non-SLBE): State whether the contractor/supplier you contacted is an SLBE or non-SLBE.
6. Results of Contact: Describe the results of your contact.
7. Sign and date the form.

FORM SLBE-2

SUB-CONTRACTOR CONTACT FORM – RFP PREFERENCE POINTS

List all sub-contractors or suppliers (SLBE and Non-SLBE) that were contacted regarding this project.

IF THE PRIME IS THE SLBE ON THE PROJECT CHECK THE BOX

Name of Sub-Contractor/ Supplier	Contact Name, Address and Phone Number	County of Clayton Business License? (Yes or No)	Type of Work Solicited for	Business Ownership <small>(Enter SLBE or Non SLBE)</small>	Results of Contact
Company ABC	123 Main Street Morrow, GA 30260 770-123-4567	Yes	Legal Services	Non SLBE	Not Available to perform as sub
Company 123	ABC Main Street Atlanta, GA 30303 770-456-1234	No	Legal Services	Non SLBE	Will perform as sub

FORM SLBE-2

SUB-CONTRACTOR CONTACT FORM – RFP PREFERENCE POINTS (Cont'd)

List all sub-contractors or suppliers (SLBE and Non-SLBE) that were contacted regarding this project.

Name of Sub-Contractor/ Supplier	Contact Name, Address and Phone Number	County of Clayton Business License? (Yes or No)	Type of Work Solicited for	Business Ownership <i>(Enter SLBE or Non SLBE)</i>	Results of Contact

Proposer's Name: _____ Project Name: _____

Signature: _____ Date: _____

FORM SLBE-3

SUB-CONTRACTOR/SUPPLIER UTILIZATION – RFP PREFERENCE POINTS

INSTRUCTIONS TO CONTRACTORS

The prime contractor must complete the project participation plan for sub-contractor/supplier utilization and submit the form with the proposal. **Failure to submit this form will result in being deemed non-responsive.**

1. Name of contractor/supplier: Provide name of the contractor or supplier you contacted to perform on the project.
2. Certified as SLBE: State if the subcontractor/supplier to be used on the project is an SLBE.
3. Which County?: If you are using an SLBE on the project, state in which county the SLBE is located.
4. NAIC or NIGP code: List the NAIC/NIGP code that relates to the service or work to be performed by the subcontractor/supplier.
5. Type of work to be performed: Describe the type of proposed work to be performed by the subcontractor/supplier.
6. Certification number and expiration date: If using an SLBE, provide the SLBE certification number and expiration date.
7. Estimated dollar value of work: Provide the estimated dollar value of the work to be performed by the subcontractor/supplier on the project.
8. Percentage of Total Bid Amount: Enter the estimated % of the total proposal amount for which the SLBE will be paid.

Estimated Dollar Value of the Work / Total Proposal Amount = % of Total Proposal Amount

FORM SLBE-3

SUB-CONTRACTOR/SUPPLIER UTILIZATION – RFP PREFERENCE POINTS

List all sub-contractors and suppliers, including lower tiers, to be used on this project.

IF NO SUB-CONTRACTOR/SUPPLIERS WILL BE USED PLEASE CHECK THE BOX

Name of Sub-contractor/ Supplier	Certified as Small Local Business Enterprise (SLBE)- Yes or No	If SLBE, which county-Clayton, Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Henry, Gwinnett, Rockdale, Spalding	NIAC or NIGP Code	Type of Work to be Performed	Certification No. and Expiration Date	Dollar (\$) Value of Work	Percentage of Total Proposal Amount
Company 123	Yes	Fulton	96149	Legal Services	78-6945 1/15/2017	\$9500	9.5%

Proposer's Company Name: _____ Date: _____

Proposer's Contact Number: _____ Project Name: _____

Signature: _____

FORM SLBE-4

POST AWARD – MONTHLY SLBE PARTICIPATION REPORT – RFP PREFERENCE POINTS

INSTRUCTIONS TO CONTRACTORS

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

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

GENERAL INFORMATION

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

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

FORM SLBE-4

POST AWARD – MONTHLY SLBE PARTICIPATION REPORT – RFP PREFERENCE POINTS

PROJECT NO. (S): _____

REPORT NO.: _____

CONTRACTOR: _____

DATE: _____

CONTRACT AMOUNT: \$ _____

PAY APPLICATION PERIOD END DATE: _____

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

Check if final payment >>> FINAL PAYMENT

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

TOTAL SLBE EARNINGS TO-DATE: _____

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

SIGNED _____
CONTRACTOR

REMARKS _____

FOR DEPARTMENT USE ONLY:

THIS DOCUMENT HAS BEEN REVIEWED AT THAT PROJECT LEVEL BY:
SIGNED _____ TITLE _____

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROGRAM LEVEL BY:
SIGNED _____ TITLE _____

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Section 1: Master Service Agreement

MASTER SERVICE AGREEMENT
FOR
JDE 9.2 UPGRADE

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

ARTICLE 1. SCOPE OF SERVICES

1.1.1 Services Provided

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

1.1.2 Issuance of Statements of Work

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

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Section 1: Master Service Agreement

1.2 Incorporation of Terms and Conditions of this Agreement

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

ARTICLE 2. COMPENSATION

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

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

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

ARTICLE 3. TERMS OF PAYMENT

CCWA will pay Service Provider as follows:

3.1 Invoices and Time of Payment

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

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3.2 Interest

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

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

ARTICLE 4. OBLIGATIONS OF SERVICE PROVIDER

4.1 Maintenance Obligations of Service Provider

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

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

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

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

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

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

4.2 Service Provider's Insurance

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

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

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

4.2.3 Commercial General Liability, Occurrence Form, including Contractual Liability, per Project General Aggregate Limit of Liability, losses caused by explosion, collapse and underground (X,C,U perils). CCWA is added as an Additional Insured using ISO Form CG 20-10 extended to include Products/Completed Operations, or an equivalent Blanket Additional Insured endorsement, either form must be acceptable to CCWA. The coverage is primary as to the work of the Service Provider for CCWA and includes

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separation of insureds (cross liability). Additional Insured status will be certified to CCWA for a period of two (2) years following completion of the Project. The General Liability shall cover claims for or to persons or damage to property arising out of any covered negligent act or omission of Service Provider or of any of its employees, agents, or subcontractors.

The limits of coverage shall be:

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

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

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

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

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

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

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

4.3 Status Reports; Status Meetings

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

The status reports will include the following:

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

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

ARTICLE 5. OBLIGATIONS OF CCWA

5.1 System Matters

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

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

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

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

5.2 Working Space

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

5.3 Prompt Notice

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

5.4 CCWA's Insurance

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

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

5.5 Litigation Assistance

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

5.6 Changes

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

ARTICLE 6. PERSONNEL

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

6.2 CCWA shall have the right to interview and otherwise evaluate all Service Provider personnel assigned to perform Services under any Statement of Work and to accept or reject any individual(s) based upon the experience of the individual(s). CCWA shall have the right to require Service Provider to submit to CCWA's standard drug testing at CCWA's expense prior to employment if the term of the Statement of Work exceeds thirty (30) days. In the event that any of the Service Provider's personnel performing Services under any Statement of Work are found to be unacceptable to

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CCWA for cause, including, but not limited to, a reasonable belief that he or she is not qualified to perform or is not performing the Services as required in the Statement of Work, CCWA shall notify Service Provider of such fact in writing, setting forth such cause. Service Provider shall immediately remove said employee from performing Services under the Statement of Work and, if requested by CCWA, shall immediately provide a qualified replacement. CCWA is the sole judge as to performance capability but shall exercise its discretion reasonably.

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

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

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

6.6 Service Provider's personnel will be instructed in and shall comply with CCWA's security regulations applicable to each location. Service Provider's personnel, when deemed appropriate by CCWA, will be issued visitor identification cards and each such card will be surrendered by Service Provider's personnel upon demand by CCWA or

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upon termination of this AGREEMENT and/or the applicable Statement of Work pursuant to which Services are being performed.

ARTICLE 7. ACCEPTANCE OF SERVICES AND WARRANTY

7.1 Acceptance of Services

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

7.2 Intellectual Property Rights

Under the AGREEMENT, title to and ownership of all computer software, programming code and associated documentation prepared or created by Service Provider pursuant to any Statement of Work ("Work Product"), including without limitation all copyrights or patent rights, licenses or other intellectual property rights therein (including derivative works), shall unless specifically agreed otherwise, be considered a work for hire and ownership shall be vested in CCWA. Service Provider shall assign right, title, and interest in the foregoing to CCWA, and further agrees to execute, at CCWA's request and expense, all documentation necessary to perfect title therein in CCWA. Service Provider agrees to assist CCWA, at CCWA's request and expense, in every reasonable way, in obtaining, maintaining, and enforcing patent and other intellectual property protection on the subject matter covered by this clause. If the AGREEMENT provides CCWA the right to terminate for Service Provider's default or otherwise, CCWA shall be

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entitled to the ownership of all Work Product even if not fully completed at the time of termination. Upon any such termination, Service Provider shall be required to transfer all right, title and interest in all such work-in-progress to CCWA. If CCWA enters into an agreement in which the parties hereto agree that the Work Product is not work for hire and Service Provider is to retain all ownership interest therein, then Service Provider shall grant to CCWA and its affiliates at a minimum and as part of Service Provider's compensation pursuant to Article 2 above, a fully paid-up, transferable, nonexclusive license to use (and copy for archival purposes) all Work Product. In the event that the source code for any computer program is not provided as part of the Work Product, then at CCWA's request the Service Provider shall commit to escrow the source code for CCWA's use in the event Service Provider ceases to support and maintain the software.

7.3 Final Acceptance

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

7.4 Standard of Care and Warranty

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

ARTICLE 8. DISPUTE PROCESS

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

8.1 General

8.1.1 The procedures specified herein shall be the sole and exclusive

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procedures for the resolution of disputes between the Parties arising out of or relating to this AGREEMENT. The Parties will participate in good faith in the procedures specified in this Section.

- 8.1.2** All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The Parties will take such action, if any, required to effectuate such tolling.
- 8.1.3** In the event of any dispute under this AGREEMENT which cannot be readily resolved, it shall be referred to the appropriate executives of the Parties for negotiation and resolution as described below.
- 8.1.4** If the dispute has not been resolved by negotiation or mediation as provided herein within sixty (60) days of the initiation of such mediation procedure, either party July initiate litigation upon ten (10) days' written notice to the other party; provided, however, that if CCWA or Service Provider has requested the other to participate in a nonbinding procedure, as provided for under this Section, and the other has failed to participate, the requesting party July initiate litigation before expiration of the above period.

8.2 Disputes

- 8.2.1** Disputes, as defined herein and under the AGREEMENT, include disagreements, claims, counterclaims, matters in question, and differences of opinion between the Parties, regarding the Services and/or Work Product and modifications or changes to the Services and/or Work Product. Disputes July involve interpretation of the AGREEMENT, acceptability of the Services and/or Work Product, costs and/or time for performance.
- 8.2.2** Disputes July also involve other subjects as mutually agreed by the Parties.

8.3 Payment Disputes

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

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

8.3.3 If the dispute is decided

8.3.4 in favor of Service Provider, interest shall accrue as of the original date the payment became due.

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

8.4 Step Negotiations

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

8.5 Mediation

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

- a. If the Parties have not agreed within thirty (30) days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the

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request of either CCWA or Service Provider, shall appoint a member of the CPR Panel of Neutrals as the mediator; and

- b. Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: a) a written settlement is reached, or b) the mediator concludes and informs the Parties in writing that further efforts would not be useful, or c) the Parties agree in writing that an impasse has been reached. Neither CCWA nor Service Provider July withdraw before the conclusion of the proceeding.

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

8.6 Litigation

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

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

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

ARTICLE 9. GENERAL LEGAL PROVISIONS

9.1 Authorization to Proceed

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

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9.2 Force Majeure

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

9.3 Termination

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

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

9.4 Suspension, Delay, or Interruption of Work

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

9.5 No Third-Party Beneficiaries

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

9.6 Indemnification

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

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

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

9.7 Assignment

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

9.8 Jurisdiction

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

9.9 Severability and Survival

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

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

9.10 Development and Confidentiality

9.10.1 Under this AGREEMENT, Service Provider July develop programs, hardware, and/or software that are of a confidential nature in performing the work authorized by Statements of Work. CCWA July use products developed pursuant to the work authorized by the Statements of Work for its internal business use. CCWA July also

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make copies and integrate these products into other programs for its internal business use. CCWA's alteration and use of any products shall be at CCWA's sole risk.

9.10.2 Confidential information under this provision shall mean all information disclosed by either party assigned hereunder, which relates to past, present and future research, development and business activities except such information as is previously known to or is publicly disclosed to either prior to or subsequent to this AGREEMENT. The Parties shall hold all such information in trust and confidence, except as July be authorized by either party in writing to support this obligation of confidence. Service Provider entrusts the confidentiality in the interest of the CCWA.

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

9.11 Duration of Contract

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

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

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

9.12 Title to Supplies

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

ARTICLE 10. ATTACHMENTS, SCHEDULES AND SIGNATURES

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT between the Parties, and supersedes all prior written or oral understandings between the Parties, and July only be changed by a written amendment executed by both

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Parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

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

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

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Contract Documents

Section 1: Master Service Agreement

IN WITNESS WHEREOF, the parties execute below:

For CLAYTON COUNTY WATER AUTHORITY

Signature _____

Name (printed) _____

Title _____

Dated this _____ day of _____, 2017

Attest: _____

Affix Seal

For [insert Service Provider's name] _____

Signature _____

Name (printed) _____

Title _____

Dated this _____ day of _____, 2017

Attest: _____

Affix Seal

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ATTACHMENT A

Statement of Work No. _____

This attachment is to the AGREEMENT between _____, ("Service Provider"), and CLAYTON COUNTY WATER AUTHORITY ("CCWA"), for a PROJECT generally described as: **JDE 9.2 UPGRADE** as executed on the ____ day of _____, 20____. All terms and conditions of said AGREEMENT are incorporated herein by reference.

The purpose of this Statement of Work is as follows:

ARTICLE 1. SCOPE OF SERVICES

Service Provider agrees to furnish CCWA the following specific services:

ARTICLE 2. COMPENSATION

Compensation by CCWA to Service Provider will be as follows:

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

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

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ARTICLE 3. INSURANCE

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

ARTICLE 4. WARRANTIES

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

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

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

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

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

Service Provider shall be required to remedy any defects in the warranties provided without additional compensation. Service Provider shall correct defects, errors or other

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nonconformities by, among other things, making additions, modifications or adjustments to the software as July be necessary to keep the software in operating order in conformity with the warranties provided.

PROJECT MANAGERS

CCWA: _____

Service Provider: _____

SERVICE PROVIDER PERSONNEL

OTHER PROVISIONS

The following provisions shall apply to this Statement of Work:

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

SIGNATURES ON NEXT PAGE

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Section 1: Master Service Agreement

IN WITNESS WHEREOF, the parties execute below:

For CLAYTON COUNTY WATER AUTHORITY

Signature _____

Name (printed) _____

Title _____

Dated this _____ day of _____, 2017

Attest: _____

Clerk for the Board of Directors
Clayton County Water Authority

For [insert Service Provider's name] _____

Signature _____

Name (printed) _____

Title _____

Dated this _____ day of _____, 2017

Attest: _____

Secretary for _____

Seal: _____

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ATTACHMENT B — COMPENSATION

This attachment is to the AGREEMENT between _____, ("Service Provider"), and CLAYTON COUNTY WATER AUTHORITY ("CCWA"), for a PROJECT generally described as: **JDE 9.2 UPGRADE** as executed on the ____ day of _____, 20___. All terms and conditions of said AGREEMENT and STATEMENT OF WORK NO. _____ are incorporated herein by reference.

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

ARTICLE I. COST REIMBURSABLE - PER DIEM COMPENSATION

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

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

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

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

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

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B. FIXED PRICE PAYMENT

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

Service Providers' Fixed Price sum shall be as follows:

C. BUDGET

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

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

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

D. PER DIEM RATES

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

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E. DIRECT EXPENSES

Direct Expenses are those necessary costs and charges incurred for the project and are specifically identified as the direct costs of transportation, meals and lodging, mail, special CCWA approved project-specific insurance, letters of credit, bonds, and equipment and supplies; (2) Service Provider's current standard rate charges for direct use of Service Provider's vehicles, laboratory test and analysis, printing and reproduction services, and certain field equipment; and (3) Service Provider's standard project charges for computing systems, special health and safety requirements of OSHA, telecommunications services, and, if applicable (4) _____

SIGNATURES ON NEXT PAGE

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IN WITNESS WHEREOF, the parties execute below:

For CLAYTON COUNTY WATER AUTHORITY

Signature _____

Name (printed) _____

Title _____

Dated this _____ day of _____, 2017

Attest: _____

Affix Seal

For [insert Service Provider's name] _____

Signature _____

Name (printed) _____

Title _____

Dated this _____ day of _____, 2017

Attest: _____

Affix Seal

END OF SECTION

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Contract Forms

Section 4: Non-Collusion Certificate

STATE OF _____, COUNTY OF _____

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

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

_____, and that said

in proposing or procuring the Contract with the Clayton County Water Authority on the following project: **JDE 9.2 UPGRADE**

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

ATTEST:

	By: _____
	Bidder
By: _____	By: _____
Name	Name
Title: _____	Title: _____

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

Notary Public: _____ My Commission expires: _____

END OF SECTION

APPENDIX A

CCWA Fact Sheet

CCWA JDE Version	E1 9.0, release 2, tools 8.98.4.3
CCWA # JDE Users	125, Employee Self Service 400
CCWA # Fat Client	
JDE Implementation Date	Original Xe 2002, upgrade 2/2012 for 9.0.2
Archiving	Have never archived
Modules we are currently running	<ul style="list-style-type: none"> • Budgeting • Accounts Payable • Accounts Receivable • General Ledger • Equipment Maintenance • Fixed Assets • Human Resources • Inventory and Purchasing (supply chain management), including requisitions • Work Order • Payroll • BI Publisher (for forms)
Enterprise Server	<ul style="list-style-type: none"> • 9.0 (on IBM v7r1) 9.2 – will be Windows 2012
Deployment Server	Windows 2012 VMWARE
Media Objects	On separate server – Windows 2012, VMWARE 6.0
Databases	9.0 – DB2 9.2 – will be SQL 2016
Database Size	<ul style="list-style-type: none"> • 1 TB or less • 1 Production and 5 non Production databases (DEV, SB, PR, PY, TR)
Modifications	<ul style="list-style-type: none"> • Simplified upgrade utilized
Interfaces	3 – DSI, Vertex, Insight/Hubble, Northstar CIS currently (new CIS soon)
Current Application Pain Points	See Below

APPENDIX A

ALL GAP ANALYSIS ITEMS (Pain points)

PURCHASING

1. Setup Quotes in JDE through the use of a unique document type and set of order activity rules
2. Begin to setup standardized non- stock item numbers for ordering of common item types (like chemicals, chairs, etc.)
3. Explore turning on JDE Supplier Analysis functionality. Implement utilization of Supplier Catalog (templates for annual bids).
4. Explore turning on Purchase Order Ledger
5. Log CCWA Oracle customer ID to SAR 8492617
6. Email Quotes, Purchase Orders from JDE. These items will become BI Publisher based and sent out via BI Publisher utilizing data from address book and Supplier Catalog.
7. Utilize Templates for Annual Purchase Contracts. Implementation will allow for consistent data being captured. Users will inquire on the template and add the new purchase contact.
8. Be able to track what is always purchased from a Vendor and use information in Requisitions, quotes, etc.
9. Explore using a combination of unique search type and JDE workflow to track a JDE centered vendor approval process
10. Explore the use of the Purchasing Ledger and PO revisions processing options to track PO changes
11. Include Attachments and print messages on emails to Vendors. This would also include the use of Media Objects
12. Generate Requisitions from JDE. These will be subject to approvals and allow for budget checking prior to conversion of OR to OP record.
13. Track Warranty Data for purchased assets and provide warning message if under Warranty. Several flash messages will be established to alert staff items, which need to be returned to vendors for potential credits.

APPENDIX A

14. Provide better Buying Information.
15. Updating the items and UDCs codes to provide better reporting along with the demand generation from Work Orders will improve the procurement process.
16. Use application to obtain electronic quotes submissions and bids as appropriate.

INVENTORY

1. Explore using advanced pricing to store vendor contract prices into JDE.
2. Explore using Item Reclassification to reclaim unused materials that could be restocked for future use.
3. Track inventory stored in Plants, on trucks, etc.
4. Have item drawings, pictures, and other information stored on item and then used in Requisitions, Work Orders, Quotes, Purchase Orders This again will be accomplished via the Media object functionality
5. Reverse inventory transactions – standard JDE functionality. This will eliminate any behind the scenes SQL statement and allow proper accounting post jobs to accurately capture costs associated with the reversal.
6. Utilize Safety Stock. Establishment of safety stock and reorder points will allow for better procurement decisions as well as ensuing that frequent used/needed parts are on- hand when needed.
7. Need Barcode labels. Better- expanded use of barcode for inventory locations, items, work orders, purchase orders will improve accuracy of overall data. Bar codes can read by most mobile devices and will allow for near real tracking of Fixed Assets, inventory location moves, purchase order receipts, etc.
8. Explore expanded use of item cat codes (like commodity codes, etc.)
9. Explore using standardized non- stock item numbers for non-inventory purchases.
10. Item Characteristics – item notes and/or attachments. Media objects use will be expanded to allow for these attachments to be available CCWA wide
11. Utilize an Item on 2 different PO Types using different GL classes. This will allow for better overall accounting.

APPENDIX A

12. Improve use of Item Master data fields. There are several category (UDC's) that can be utilizing to produce better reporting and forecasting of items to be purchased.
13. Setup Lockups with ability to know what row, bin, etc., for an item.

GL/AR/AP

1. Develop basic financial reports (budget vs actual, other) for widespread use on demand (See Reporting Section below)
2. Review JDE invoicing and cash application process and the relationship and disparities with the Northstar process(es).
3. Set up vendors for ACH payments and minimize AP checks.
4. Perform detailed hands-on training and develop/update supporting user documentation.
5. Negotiate payment terms with vendors and record on vendor master.
6. Review current chart of accts setup, level of detail, posting edit code, and budget application.
7. Explore using expense management for employee expense report entry, approval, and remittance (via standard JDE interface to accounts payable OR payroll).
8. Determine what reporting comes from Insight and what reporting comes from JDE (See Reporting Section below).
9. Develop/update SOPs.

HR/PAYROLL/ESS/HEALTH AND SAFETY

1. Implement AutoPay, with Labor Distribution for Salary, and Equipment Time Entry as part of Employee Time Entry process
2. Review list of current "bugs" and test in 9.2 to determine resolution
3. Implement Affordable Care Act
4. Review functionality of Leave Management, and implement as determined
5. Implement Competency Management to track training and Certifications, implement Performance Management to track disciplinary actions and proactive

APPENDIX A

education/training/track safety training and recertification points

6. Implement Health and Safety to track incidents with points and frequency and Cases along with employees and their respective safety team. Also tracking of safety team meeting requirements and compliance
7. Implement Workflow – integrate Workflow into Requisition Management
8. Review supplemental data for each employee and add information as appropriate

ASSETS/JOBS/WORK ORDERS

1. Deploy/Implement JDE EnterpriseOne Capital Asset Management (CAM) (rather than using work around with other JDE functionalities)
 - a. Consolidate current need into best practice processes utilizing functionality of CAM;
 - b. Organize Assets/Equipment into appropriate hierarchies for easy search and rollup. (Example: Parent/Child hierarchies show totals rolled up at each level)
2. Develop full scale CityWorks integration into JDE
3. Determine a home for field's description of an asset.
4. Develop formal tracking system for non-accountable assets that require reporting
5. Ability to generate and activate WO using JDE. This will allow automated work orders to be created for routine maintenance items.
6. Utilize JDE workflows for Asset Audits and Asset Disposals
7. Analyze work order doc types and status flows
8. Utilize Parts Lists within Work Orders. This allows for better cost tracking and actual amounts on fixed assets. We do utilize some parts lists.
9. Provide the capability to remove a section of installed pipe, add a new section and have all costs roll up for that subdivision. This will be accomplished as part of the change to the use of Work Orders

APPENDIX A

10. Utilize Workbench to allow Managers to assign Work Orders to Employees. Once implemented CCWA will be able to accurately track which employees are assigned and what inventory needs to be maintained by resource to potentially lower carrying cost of maintenance repair items
11. Rework work orders – standard JDE.
12. A potential new document type will be developed and implemented so that relationships between closed and reworked work orders can occur.

GENERAL

1. Develop/update SOPs
2. Include Attachments and print messages on emails to Vendors. This would also include the use of Media Objects
3. Utilize Workflow for all approvals.
4. Have Approval Requests emailed to approver. Alternate approvers functionality will also be implemented to ensure timely approvals for approvers in an out of office situation
5. Mobile App Use to allow for real time capture of data. Several mobile applications have been written specifically for tablet devices and phones. Both Android and IOS devices are supported.

IT

1. Train IT support team on ERW and BI Publisher training
2. Train IT support team on JDE Workflow
3. Launch a full scale design and build-out project to support interfacing all CityWorks transactions into JDE
4. Expand the utilization of the DSI devices begin performing JDE transactions Requisitions (OR) setup – create a process to allow users to place an OR on hold and return to the process later to complete the OR.
5. Evaluate need for PR environment at month end to attempt to remove it from the process

APPENDIX A

6. Security By User/Group can be done in JDE. The establishment of roles and roles relationships can be implemented however 3rd party products such as All Out Security is a “Best in Class” product.
 - a. Security should have report that is easy to understand users and their permissions.
 - b. Group roles acceptable for majority of JDE users
 - i. Individual permissions set up for subset of users (FINANCE Department, others?) to avoid conflicts of group roles

JD EDWARDS UX ONE FOUNDATION WITH TOOLS RELEASE 9.2.1.2 (OR MOST CURRENT)

1. Set JDE system up to promote “Citizen Developer” and overall improvement of end-user experience and ease of access to system data.
 - a. Implement OneView Reporting and applicable content.
 - i. Connect all modules and join multiple tables
 - b. Implement Watchlist functionality.
 - c. Adopt BI Publisher, more than the current 6 forms that we utilize, which are:
 - i. Personal Forms
 - ii. Media Object View
 - iii. Springboards
 - iv. External Forms
 - v. OneView Watchlists
 - vi. Application Interface Services (AIS)
2. Implement/Integrate platforms to deploy Café One/composed pages/E1 pages for personal dashboard capability, process flow of job responsibilities start-up screen, flat menu, and 3rd party applications for selected end users.
 - a. Setup so there is personalization and configuration for end users. Set-up of breadcrumb functionality (similar to Internet Explorer and Windows Explorer).
 - b. Setup for “Portlet” capability.
 - c. Setup for 3rd party apps to be embedded – by selected end-users – into JDE.

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- i. Ex. GIS maps, web page, other
3. Integrate and implement for easy drill down capability from reports and screens to minimize number of clicks to access information.

REPORTING (NEED ADHOC AND FORMAL REPORTING)

1. Implement JDE One View Reporting and reports
 - a. Provides end-user ad hoc access to information
 - b. Hubble/Insight needed for formal reporting

SUBCONTRACTORS

On an attached sheet, list your proposed subcontractors for this project. If you are not sure of the subcontractor's identity at the time of the proposal, state which portion of the project you will be subcontracting. Also, by each contractor, state if they are a certified Small Local Business Enterprise (SLBE) with CCWA.

POTENTIAL COST SAVING ALTERNATIVE

If proposer has alternative approach, with lower costs, feel free to detail in this section, and include in the separate sealed Cost Proposal envelope. CCWA will evaluate, and will award proposer additional points, if warranted.