

REQUEST FOR PROPOSALS

ANNUAL CONTRACT FOR UNIFORMS

Proposal Number 2023-FIN-06

January 2023

Proposal Opening
Virtual Teams Meeting:

Tuesday, February 28, 2023, at 2:00 p.m., local time

Non-Mandatory Pre-Proposal

Virtual Teams Meeting: Thursday, February 16, 2023, at 2:00 p.m., local time

This solicitation includes SLBE Preference Points

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January 2023

Division 1 General Overview

Section 1: Request for Proposals

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

Name of Project: Annual Contract for Uniforms

The Clayton County Water Authority will open sealed proposals from qualified vendors via a Virtual Teams Meeting on **Tuesday**, **February 28**, **2023**, **at 2:00 p.m. local time** for:

Annual Contract for Uniforms

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

A Non-Mandatory Pre-Proposal Virtual Teams Meeting will be held on **Tuesday**, **February 16,2023**, at 2:00 p.m. local time.

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

Join Microsoft Teams Meeting

Dial Phone Number: 912-483-5368 Phone Conference ID: 535 200 457#

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

In an effort to promote responsible environmental practices the proposal package is available in electronic (Adobe PDF) format and can be requested via e-mail at **CCWA_Procurement@ccwa.us**. Proposers will need to provide contact information and an email address and any file size transfer limits to ensure email transmittals can be made. A hardcopy proposal package can also be requested at a cost of \$25.

Clayton County Water Authority By: Dr. Cephus Jackson

END OF SECTION

General Overview

Section 2: General Information

2.1 General Overview

The Clayton County Water Authority (CCWA) is seeking to do business with an experienced vendor who can provide quality uniforms with competitive pricing and excellent customer service. The desired vendor should be able to customize an online portal designed exclusively for CCWA employees to order uniforms at any time and ship directly to the specified address.

CCWA has approximately 328 uniformed employees. Each employee receives an annual allotment to purchase uniforms. New employees receive allotments when they attend orientation; however, current employees receive allotments on their anniversary date.

Currently, CCWA does not have an active annual contract for uniforms. We have been ordering from the same vendor (T and T Uniforms) for the past ten years. The new annual contract will be awarded to the responsive responsible proposer who conforms to the RFP specifications and will be the most advantageous to the Clayton County Water Authority.

The Clayton County Water Authority (CCWA) will open sealed proposals for supplying work uniforms on **Tuesday**, **February 28**, **2023**, **at 2:00 p.m.** (**local time**). All proposals received after this date and time will be considered non-responsive. Proposals must be mailed or delivered to the Clayton County Water Authority at 1600 Battle Creek Road, Morrow, GA 30260 on or before the above due date. A package label has been provided with the RFP package for your convenience, under Attachment 3, to properly mark your envelope.

A contract will be awarded to the responsive and responsible proposer who conforms to the RFP specifications and will be the most advantageous to the Clayton County Water Authority (CCWA).

The initial contract term will be for twelve (12) months, from **July 1, 2023** through **June 30, 2024**, and may be extended for a second and/or third twelve (12) month period by written mutual consent by the Contractor and CCWA, with no changes in terms, conditions, or Proposal prices.

Small orders will be placed throughout the contractual period to provide uniforms for new hires, reorders, and additional orders on an "as-needed when-needed basis". CCWA guarantees no minimum or maximum orders on any items.

All items must meet or exceed specifications as stated herein. CCWA reserves the right to waive any technicalities and to reject or accept any proposal in its entirety, or to accept any portion thereof, if it is determined that either method results in

General Overview

Section 2: General Information

lower costs, better service, final satisfaction, or is otherwise determined to be in the best interest of CCWA.

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 proposal award. If your company is a corporation, it must be registered with the Georgia Secretary of State.

2.2 Proposal Evaluation

An award will be made to the highest scored responsive responsible proposer whose proposal conforms to the RFP specifications and will be the most advantageous to the Clayton County Water Authority (CCWA). An evaluation will also be performed to ensure proposer complies with the required submittals. Determination of best responsive responsible proposal will be the sole judgment of the CCWA.

In case the highest scored responsive responsible proposer cannot meet the requirements of this RFP, the Clayton County Water Authority reserves the right to offer the work to the next highest scored responsive responsible proposer.

To be considered responsive, each proposer must provide pricing for each item listed in the Cost Proposal Form.

The CCWA reserves the right to award to a Primary Proposer, as well as a Back-Up Proposer (to the second highest scored responsive responsible Proposer) to ensure that our requests under this annual Proposal can be provided as needed.

This procurement offers SLBE Incentive of SLBE Preference Points. For more details, please refer to Division 2, Section 8 of this Proposal package.

2.3 Proposal Submission

One (1) original, eleven (11) bound copies and one (1) electronic submission in pdf format of the Proposal (excluding the Cost Proposal Form ⁽¹⁾) should be submitted in a sealed, opaque container and delivered by hand, courier service, or mailed via the United States Postal Service to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260.* Proposals must be delivered no later than 2:00 p.m. local time on Tuesday, February 28, 2023. <u>Faxed or emailed proposals will not be accepted.</u>

General Overview

Section 2: General Information

Please affix the label provided with this section to your sealed container. The sealed containers shall be publicly opened, and the names of the firms shall be read aloud at said date and time.

One original paper copy of the Cost Proposal Form must be submitted in a separate sealed envelope and placed within the sealed submittal package. Please use the provided "Cost Proposal Label" to affix to the envelope. The Cost Proposal envelopes will NOT be opened until all evaluations and references are completed for all proposers.

2.4 Proposal Format

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

Section 1 – Cover Letter

A letter (one page) of introduction and interest on letterhead. Provide the full legal name, type of business (single proprietorship, partnership, or corporation), firm's principal business office with address and satellite offices, if any, and indicate the location from which these services for the CCWA would be conducted. Specifically, offer the location of the Client Manager. Include telephone number, point of contact, and official signature of an authorized company representative. Include the state(s) in which you are incorporated and/or licensed to operate.

Section 2 – Qualifications and Experience

Provide a detailed list of qualifications that would qualify your company and its employees to perform the necessary work.

Provide a description of your company's background and length of time in business (5 years minimum) for providing similar services. Provide a summary of companywide resources (total number of employees and number of offices, locations, and available staff).

Provide unique innovative ways your company is becoming a leader in the industry. Highlight any innovative or standard processes, approaches or technology that illustrate your ability to perform a quality job.

General Overview

Section 2: General Information

<u>Section 3 – Business Practices and Approach</u>

Describe your methodology on the following processes:

- 1) Monitoring quality control and required outcome for services being provided as described herein.
- 2) Online ordering system
- 3) Supply Chain disruptions
- 4) Emergency service requests
- 5) Customer Service availability
- 6) Invoicing, labeling, and shipping
- 7) Progress reporting capabilities with sample reports

Section 4 – References

Provide a minimum of three (3) references for which your firm has provided uniform services. Provide name of client (at least one governmental agency preferably within the State of Georgia), contact information, such as phone, email, and mailing address, and service contract dates.

Section 5 – Cost Proposal.

The Cost Proposal Form must be submitted in a separate sealed envelope, marked "Cost Proposal", and must be placed within the sealed submittal package. A label has been provided with the Cost Proposal Form to be affixed to the envelope. Cost Proposal envelopes will NOT be opened by CCWA until all evaluations and references are completed for all Proposers.

For the Proposal submission to be considered responsive, the Cost Proposal Form must be completed in its entirety. No lump sums will be accepted. No alterations to the Cost Proposal Form should be made.

Section 6 – SLBE Preference Points.

SLBE Preference Points are incentives that range between 7.5 and 10 points for the use of a certified SLBE (primes only) based on their business location. SLBE Preference points will be added to the total score for evaluation purposes in determining the highest ranked responsible responsive proposer. Determination of best responsive responsible proposer will be the sole judgment of the CCWA. For more details, please refer to Division 2, Section 8 of this RFP documents: "Small Local Business Enterprises (SLBE) – General Information".

General Overview

Section 2: General Information

2.5 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. Proposal responses will be independently evaluated by the CCWA evaluation team, and ranked based on the criteria items 1 – 3 shown below:

Item	Criteria	Points
1	Qualifications and Experience	20
2	Business Practices and Approach	25
3	References	5
4	Cost Proposal	30
5	Presentations	10
	Total Possible Points	90
5	SLBE Preference Points (1)	0-10
	Maximum total Points with SLBE	100

⁽¹⁾ See Division 2, Section 8, page 2-8.1 of this proposal package. Points to be determined after verification of CCWA SLBE certification.

The CCWA evaluation team will then evaluate the Cost Proposal and the SLBE criteria to arrive at a final ranking of the proposals.

General Overview

Section 2: General Information

2.6 Proposal Schedule

The planned schedule for proceeding with the selection process for this procurement is as follows:

Non-Mandatory Pre-Proposal Virtual Meeting	Thursday, February 16, 2023, at 2:00 PM, local time	
Deadline for Questions	Friday, February 17, 2023, at 2:00 PM, local time	
Issue Last Addendum	Thursday, February 23, 2023, at 2:00 PM, local time	
Proposal Opening	Tuesday, February 28, 2023, at 2:00 PM, local time	
PRELIMINARY EVALUATION		
Presentations	April 6, 2023, through April 10, 2023	
FINAL EVALUATION		
Anticipated CCWA Board Approval	Thursday, May 4, 2023	

During the Request for Proposals process no firm or individual is to have verbal or written communication on any aspect of this RFP with any CCWA employee or Board member. All questions and requests shall be emailed to **ccwa_procurement@ccwa.us**. This is to ensure that all prospective respondents have the same level of knowledge of the work as well as insuring that all data is uniformly and consistently made available to all respondents. Failure to comply with this requirement may result in disqualification from the process.

2.7 Addendum

Proposers may ask questions regarding this Proposal 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 February 17, 2023. All responses to Proposers' questions will be issued in the form of an Addendum by email. All addenda issued shall become part of the Proposal Documents.

General Overview

Section 2: General Information

2.8 Proposal Preparation Costs

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to CCWA. Cost for travel, lodging, and meals for Proposer Presentations are entirely the responsibility of the Proposer and shall not be chargeable to CCWA.

2.9 Tax Exemption

CCWA is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by CCWA. Exemption certificates furnished upon request.

END OF SECTION

Section 3: Scope of Services

3.1 Ordering and Purchase Requirements

3.1.1 Ordering

An ordering system with a CCWA specific catalog and order form is required. An internet-based ordering system with detailed reporting capabilities is required. The ordering system must be able to support multiple authorized users and have a printable and readable form. An employee should be required to create an individual account to use to place an order, in which their business unit shall be attached to a responsible approval person(s) assigned by the CCWA. The account needs to require their employee ID number, their first and last name, email address, phone number, Business Unit, and shipping address to be auto populated based on Business Units. An electronic signature captured at time of order is highly preferred, but not required.

Order confirmations should be emailed to the employee, ccwa_uniforms@ccwa.us and, ccwa_Accounts_Payable@ccwa.us.

3.1.2 Clothing Sizing

Upon award of contract, If in-person ordering at a store or on-site is not available, the supplier will provide samples at no charge of each uniform long sleeve shirt (no logo required for samples) which includes sizes S, M, L, XL, 2XL, 3XL and 4XL. Shirts will be kept on site at the Headquarters Warehouse B so employees can try on shirts before making a size selection to alleviate returns due to sizing.

3.1.3 Quantity

Each employee is eligible for a total of 5 shirts (any combination) and 5 pants per year. Jackets are replaced as needed. Other items such as coveralls, safety shirts, and rain suits are items employees must substitute on regular order to receive at Clayton County Water Authority expense. There are approximately 328 uniformed positions that are required to wear uniforms, but all employees are allowed to buy approved shirts (mostly t- shirts and polo shirts). Clayton County Water Authority reserves the right to purchase based on actual need at contract price.

No minimum shipment quantities by order form and by item should be specified in the proposal.

Section 3: Scope of Services

3.1.4 Shipping and Receiving Requirements

Each employee's order is to be treated as one order and invoiced separately. Uniforms must be delivered within ten (10) days for all orders marked "New Hire" and 20 days for replacement garments.

Each order must be bagged and designated for each individual employee with employee name clearly indicated on the bag. Orders should be boxed and shipped by the Business Unit number for ease of distribution.

Uniform orders shall be shipped to the following address:

Clayton County Water Authority Attn: Authorized User Name / Business Unit 7340 Southlake Pkwy Building B Morrow, GA 30260

Each shipment will require a packing slip to include the employee's name, business unit, list of items ordered, and total amount.

Each employee's order should be complete at shipment or time of pick-up.

Clayton County Water Authority reserves the right to schedule uniform purchases at its discretion.

All orders to be shipped, should be sent to the Clayton County Water Authority Warehouse if not specified to an alternative CCWA location during the ordering process.

All shipping charges will be included in the price of the clothing item(s).

3.1.5 Exchanges and Returns

No additional charges, including shipping charges will be paid to vendor for exchanges and returns of clothes (without embroidery).

3.1.6 Sewing Requirements

Alterations, emblems, embroidery, and screen printing are to be included where applicable, in each unit price for your proposal.

Separate, per unit charges for name embroidery should be specified, if not included. Clayton County Water Authority authorizes Last Name or First Initial and Last Name only. **No first names allowed.**

Section 3: Scope of Services

Alterations of inseams, waist, and taper as required.

3.1.7 Special Requirements

Special fittings may be requested at the discretion of Clayton County Water Authority for various sizes.

When quoting prices, please include costs for all special-order sizes including big and tall, and extended sizes.

When quoting shirt prices, please include any additional costs for long body and long tail shirts.

3.1.8 Billing and Payment

Each shipped order will be checked by each employee and must be complete before payment will be made. This includes any exchanges required. Incomplete orders **will not** be returned to the vendor.

Online confirmation form should be submitted with the invoice. A confirmation statement with electronic signature, will suffice.

The Authority will guarantee additional clothes ordered by employees.

No federal or state sales tax is applicable. Exemption certificates furnished upon selection of vendor.

3.2 Brand Name or Trademark Name Instructions to Proposers

- A. If items in this request for proposal have been identified, described, or referenced in the request for proposal by a "Brand Name" or Trademark/Name description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that may be offered. Products are clearly identified in the proposals and are determined by Clayton County Water Authority to meet its needs and requirements in all respects.
- B. If proposer is wishing to offer products other than the specific items in this proposal, he/she must furnish samples of all items to Clayton County Water Authority with the proposal for evaluation, inspection, and examination. Proposers may pick up samples after the proposal has been awarded. Any modifications that may need to be done to the product to make it conform to the specifications of Clayton County Water Authority must be clearly spelled out in his/her proposal as to what and why modification had to be made.

Section 3: Scope of Services

- C. Unless the proposer clearly indicates in his/her proposal that he/she is offering a product of another name or manufacturer, his proposal will be considered as offering the item exactly as referenced to in the request for proposal. The evaluation of the equality of other products will be up to Clayton County Water Authority for approval based on information furnished by proposer and inspection and examination of product. The decision of Clayton County Water Authority is to be final.
- D. The purchase of any item by the Clayton County Water Authority because of this request is not a judgment of one product against another, except as it applies to the need and use of the Clayton County Water Authority at this time, for this purpose, price, and other factors considered.

3.3 Uniform Specifications

MANUFACTURER, DESCRIPTION AND STYLE NUMBERS

ALL WHITE SHIRTS ARE RESTRICTED TO SUPERVISORS ONLY

1. RED KAP:

A. Shirts: (Button-down)

Men's	(S – 6XL, Regular & Long body, where available)	
	Long Sleeve Industrial Work Shirt	SP14
	- Colors: Charcoal, Grey, Navy, Royal blue, White	
	Short Sleeve Industrial Work Shirt	SP24
	- Colors: Navy, Royal blue, White	
Women's	(4-24)	
	Long Sleeve Poplin Dress Shirt	SP91
	- Colors: Navy, Royal blue, White	
	Short Sleeve Poplin Dress Shirt	SP81
	- Colors: Navy, Royal blue, White	

B. Coveralls:

Men's	(S – 4XL, Short, Regular & Long body, where av	ailable)
	Insulated / Twill	CT30
	- Color: Navy	
	Non-Insulated / Twill Action Back	CT10
	- Color: Navy	

<u>Division 1</u> General Overview

Section 3: Scope of Services

C. Pants:

Men's	(28 to 52 waist & 28 to 37 inseam, where available)	
	Red-E-Prest Work Pant	PT10
	- Colors: Navy, Tan, Charcoal	
	Performance Shop Pant	PT2A
	- Colors: Navy, Tan, Charcoal	
	Industrial Cargo	PT88
	- Colors: Navy, Khaki, Charcoal	
	Elastic Insert Work Pant	PT60
	- Colors: Navy, Khaki, Charcoal	·
Women's	(2 – 24 waist & 26 to 34 inseam, where available)	
	Dura-Kap Industrial Pant	PT21
	- Colors: Navy, Khaki, Charcoal	·
	Half-Elastic Work Pant	PT59
	- Colors: Navy, Tan, Charcoal	·

D. Shorts:

Men's	(28 – 50, 10 inseam, where available)	
	Red-E-Prest Work Pant	PT66
	- Colors: Navy, Tan, Charcoal	·
	Plain Front Shorts	PT26
	- Colors: Navy, Tan, Charcoal	
Women's	(4 – 22, 8 inseam, where available)	
	Plain Front Shorts	PT27
	- Colors: Navy, Tan, Charcoal	

E. Jacket:

Men's	(S – 6XL, Regular & Long body, where available)	
	Perma-Lined Panel Jacket	JT50
	- Colors: Charcoal, Navy	

2. PROPPER:

A. Pants:

Men's	(S – 6XL, Regular & Long, where available)	
	Uniform BDU Trouser	F525025
	- Colors: Navy, Khaki, Charcoal	

General Overview

Section 3: Scope of Services

3. SPORT-TEK:

A. Jacket:

Men's	(XS – 6XL, Regular & Long body, where available)	
	V-Neck Raglan Wind Shirt	JST72
	- Colors: True Royal, True Navy, Graphite	

4. **PORT AUTHORITY:**

A. Jacket:

Men's	(XS – 4XL, Regular & Tall, where available)	
	Nootka Jacket	J792
	- Colors: Regatta Blue/Navy	·
	Active Soft-Shell Jacket	J717
	- Colors: True Royal, Dress Blue Navy, Grey Steel	
	Core Soft Shell Jacket	J317
	- Colors: True Royal, Dress Blue Navy, Battleship Grey	

B. Shirts: (Polos)

Men's	(XS – 6XL, Regular & Tall)	
	Silk Touch Long Sleeve Polo	K500LS
	- Colors: White, Royal, Navy, Cool Grey	·
	Silk Touch Polo	K500
	- Colors: White, Royal, Navy, Cool Grey, Steel Grey	<u>.</u>
	Silk Touch Performance Long Sleeve Polo	K540LS
	- Colors: White, Royal, Navy, Steel Grey	
	Silk Touch Performance Polo	K540
	- Colors: White, Royal, Navy, Gusty Grey, Steel Grey	
Women's	(XS – 4XL)	
	Ladies Silk Touch Long Sleeve Polo	L500LS
	- Colors: White, Royal, Navy	·
	Ladies Silk Touch Polo	L500
	- Colors: White, Royal, Navy, Cool Grey, Steel Grey	
	Ladies Silk Touch Performance Long Sleeve Polo	L540LS
	- Colors: Royal, Navy, Steel Grey	
	Ladies Silk Touch Performance Polo	L540
	- Colors: White, Royal, Navy, Steel Grey	

Section 3: Scope of Services

5. **CORNERSTONE:**

A. Shirts: (Polos)

Men's	(XS – 6XL, Regular & Tall)		
	Select Snag-Proof Long Sleeve Polo CS41		
	- Colors: Royal, Navy, Charcoal	<u>. </u>	
	Select Snag-Proof Polo	CS412	
	- Colors: Royal, Navy, Charcoal		
Women's	(XS – 6XL)		
	Ladies Select Snag-Proof Polo	CS413	
	- Colors: Royal, Navy	·	

B. Shirts: (Protective)

Men's	(XS – 6XL, Regular & Tall, where available)	
	Long Sleeve Snag-Resistant Reflective T-Shirt	CS409
	ANSI 107 Class 3	

- Colors: Safety Yellow	
Short Sleeve Snag-Resistant Reflective T-Shirt	CS408
ANSI 107 Class 3	·
- Colors: Safety Yellow	

6. PORT & COMPANY:

A. Shirts: (Tee's)

Men's	(XS – 6XL, Regular & Tall, where available)	
	Long Sleeve Core Blend Tee	PC55LS
	- Colors: White, Royal, Navy, Charcoal	1
	Core Blend Tee	PC55
	- Colors: White, Royal, Navy, Medium Grey, Charcoal	
	Long Sleeve Performance Tee	PC380LS
	- Colors: White, Royal, Navy, Grey Concrete, Charcoal	
	Performance Tee	PC380
	- Colors: White, Royal, Navy, Grey Concrete, Charcoal	
Women's	(XS – 6XL, where available)	
	Ladies Long Sleeve Core Cotton Tee	LPC54LS
	- Colors: White, Royal, Navy, Charcoal	
	Ladies Core Cotton Tee	LPC54
	- Colors: White, Royal, Navy, Charcoal	
	Ladies Core Blend Tee	LPC55
	- Colors: White, Royal, Navy, Charcoal	
	Ladies Performance Tee	LPC380
	- Colors: White, Royal, Navy, Charcoal	

General Overview

Section 3: Scope of Services

7. GILDAN:

A. Shirt: (Sweatshirt)

Adult	(XS – 6XL)	
	Crewneck Sweatshirt	18000
	- Colors: White, Royal, Navy, Charcoal	

8. OCCUNOMIX:

A. Jacket:

Adult	(S – 5XL)			
	Premium Breathable Jacket			
	(Class 3, Reflective material, Waterproof, Roll-away hood, pockets)			
	- Colors: Yellow			
	SP Workwear Premium Breathable Jacket			
	(Class 3, Heavy duty, water repellant, Hook & loop closures, removable roll-away hood, Cinch-cord hem, Pockets: 2 lower front, 1 sleeve)			
	- Colors: Yellow			

B. Pants:

Adult	(S – 5XL)	
	Premium Breathable Pants	LUX-TENR
	(Class E, Reflective material, Waterproof, snap leg openings, pass-through)	Pockets: 2
	- Colors: Yellow	

9. **GAME SPORTWEAR:**

A. Jacket:

Adult	(S – 5XL)	
	The Rain Jacket	1340
	(Class 3, Wind & Waterproof, Hide-away hood, flap pockets, 3/4	length)
	- Colors: Yellow	

Section 3: Scope of Services

CCWA EMBLEM EMBROIDERED ON ITEMS

- Items: 1A, 1B,1E, 3A, 4A, 4B and 5A
- Dimensions 1 ½" x 3"
- Color Specs:
 - on White and Medium Grey items Logo with black, green and blue stitching
 - o n Royal, Navy, and dark grey items Logo with white, green, blue stitching
- Placement Left chest; ½" above pockets, if any.
- Materials and labor for sewing to be furnished by vendor.

NAME EMBROIDERED ON ITEMS

- Items: 1A, 1B,1E, 3A, 4A, 4B and 5A
- Dimensions 1" x 3" (or fit to dimension space)
- Color Specs:
 - o on White and Medium Grey items Navy stitching
 - o n Royal, Navy, and dark grey items White stitching
- Placement Right chest; ½" above pockets, if any.
- Materials and labor for sewing to be furnished by vendor.

CCWA EMBLEM SCREEN PRINTED ON ITEMS

- Items: 6A, and 7A
- Dimensions 1 ½" x 3"
- Color Specs: Logo with white, green, blue printing
- Placement Left chest
- Materials and labor furnished by vendor.

Section 3: Scope of Services

LOGO EXAMPLES:







CCWA Logo Colors

CMYK (For 4 Color Printing)
Blue C95 M67 Y4 K01
Green C85 M10 Y100K10

RGB (Digital Design/Web)
Blue R31 G92 B165
Green R4 G155 B45

Pantone (PMS) Blue 3015C Green 7482C



END OF SECTION

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

Proposal Requirements

Section 1: Instructions to Proposers

of the award, or any civil action in the courts of the State of Georgia or of the United States.

- 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 Cost Proposal Form. Unless otherwise requested, one (1) original and at least two (2) copies of the Cost Proposal Form need to be submitted, and these copies must be typewritten or printed in ink. All copies of any Cost Proposal Forms must be signed in ink by the person or persons authorized to sign the Cost Proposal Form. The person signing the Cost 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 using the **Proposal Package Slip**, Contractor's License Number and date and time of opening as set forth in the proposal package. 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.

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

Proposal Requirements

Section 1: Instructions to Proposers

- 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 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. Any applicable sales taxes should be included in the unit prices for all materials to be provided by the successful Proposer.
- 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.

Proposal Requirements

Section 1: Instructions to Proposers

- 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.
- 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.

Proposal Requirements

Section 1: Instructions to Proposers

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

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.

Proposal Requirements

Section 1: Instructions to Proposers

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

END OF SECTION

Proposal Requirements

Section 2: Risk Management Requirements

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.

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

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

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

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

END OF SECTION

^{*}These are automatic minimums

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 envelope.	
B.	Proposer Qualification Information Form, including References. Failure to provide references will result in the proposal being deemed non-responsive.	
C.	Georgia Security and Immigration Compliance Act of 2006 form.	
D.	Contractor Affidavit and Agreement form.	
E.	Subcontractor Affidavit form. An indication of "N/A" for "not applicable" must be noted as appropriate. 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.	
	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.	CCWA SLBE Certificate and/or required SLBE Forms (if applicable). An indication of "N/A" for "not applicable" must be noted as appropriate.	
G.	Non-Collusion Certificate.	
Н.	Certification of Absence of Conflict of Interest	
l.	W-9 Form. Company name must match the Vendor Information Form and must be registered with the <u>Georgia Secretary of State</u> .	
J.	Vendor Information Form. Company name must match the W-9 Form.	
K.	Copies of all licenses required to perform the work (if applicable).	

Division 2 Section 3: Proposal Submittals L. Proposer's corporate minutes that include officers' names and titles with authority to sign contracts. Any other items as required in this RFP including but not limited to the items contained in the Instructions to Proposers. N. All addenda issued.

END OF SECTION

Proposal Requirements

Section 4: Cost Proposal Form

To be considered responsive to this proposal, proposers are required to complete <u>all</u> individual items listed on the Cost Proposal Form. Lump sum amounts will not be accepted.

Proposal of _										
(Hereinafter	"Proposer"),	organized and	existing	under	the	laws	of	the	State	of
	, doing	business as _								
(insert "a co	rporation," "a	partnership," or	"an indivi	idual" o	r suc	h oth	er b	usin	ess en	tity
designation a	as is applicabl	e).								

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

In compliance with the Request for Proposals, Proposer hereby proposes to perform all Work for **Annual Contract for Uniforms** 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 Proposer is qualified to do business in the state of Georgia as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

CONTRACT EXECUTION AND BONDS:

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

Proposer accepts the terms and conditions of the Documents.

INSURANCE:

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

PROPOSAL:

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

CCWA guarantees no minimum or maximum quantities and additionally reserves the right

Proposal Requirements

Section 4: Cost Proposal Form

to order services on as-needed when-needed basis.

ADDENDA:

Submitted by:

Proposer acknowledges receipt of the following Addenda:

The Clayton County Water Authority will evaluate the cost criteria of this Request for Proposal based on actual and estimated quantities provided for all items included in this Cost Proposal Form.

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

(COMPANY NAME OF PROPOSE	ĒR)	
By: (OFFICER NAME)		
(SIGNATURE)		
(TITLE)	(DATE)	
(COMPANY ADDRESS)		
(CITY, STATE, ZIP CODE)		
PHONE NUMBER:		
EMAIL ADDRESS:		
WEBSITE:		
DATE:		

Division 2 Proposal Requirements

Section 4: Cost Proposal Form

Alternative Manufacturer:

BID:

All unit prices are on a per unit cost basis.

The undersigned proposes to complete, in all respects, sound, complete and conformable with this contract documents the following work for the following amounts:

Item #	REDKAP:	Long S	Sleeve Indu	strial Work	Shirt (Me	n's)				Style: SP	14			Total
			XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL		Lines
	Color	Cut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)		Across:
1	Charcoal	Regular												
2	Charcoar	Tall/Long												
3	Grey	Regular												
4	Grey	Tall/Long												
5	Navy	Regular												
6	Navy	Tall/Long												
7	Royal Blue	Regular												
8	rtoyal Blac	Tall/Long												
9	White	Regular												
10		Tall/Long												
	Alternative Ma	anufacturer:												
	REDKAP:	Short S	Sleeve Indu	strial Worl	k Shirt (Me	n's)				Style: SP2	24			Total
	Color	Cut	XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL		Lines
	00101		(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)		Across:
11	Navy	Regular												
12	Havy	Tall/Long												
13	Royal Blue	Regular												
14	,	Tall/Long												
15	White	Regular												
16		Tall/Long												
	Alternative Ma	anufacturer:												
	REDKAP:	Long S	Sleeve Popl	in Dress S	hirt (Wome	en's)					Style: SP9	91		Total
	Color	Cut	4	6	8	10	12	14	16	18	20	22	24	Lines
			(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	Across:
17	Navy	Regular												
18	Royal Blue	Regular												
19	White	Regular									1	1		

Division 2 Proposal Requirements

Section 4: Cost Proposal Form

	REDKAP:	Short	Sleeve Pop	eve Poplin Dress Shirt (Women's)								Style: SP81	
	Color	Cut	4	6	8	10	12	14	16	18	20	22	24
		Cut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
20	Navy	Regular											
21	Royal Blue	Regular											
22	White	Regular											
	Alternative Ma	nufacturer:											

Total
Lines
Across:

REDKAP:	Cove	ralls: Insulat	ed / Twill						Style: CT3	0	
Color	Cut	XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
Color	Cut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	1	(US \$)
	Regular										
Navy	Tall/Long										
	Short									5XL	
Alternative Ma	anufacturer:			•			•		•		

Total
Lines
Across:

	REDKAP:				Coveralls:	Style: CT1	Style: CT10						
	Color		ut	XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL (US \$)
	COIOI	C	ut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$) (US \$)	
1	Navy	Reg	gular										(00 4)
	ivavy	Tall/	Long								XL 4XL 5XL		
_	Alternative Ma	nufactu	ırer:										

Total
Lines
Across:

REDKAP:	Red-E-	Prest Work	Pant (Mer	ı's)				Style: PT1	0	
Color	Cut	28-31	32-34	36-38	40-42	44-46	48-50	52-54	56-58	60
Coloi	Cut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
Navy	Regular									
INAVY	Tall/Long									
Charcoal	Regular									
Charcoar	Tall/Long									
Tan	Regular									
I all	Tall/Long									
Alternative Ma	nufacturer:									

Total	
Lines	
Across:	

Division 2 Proposal Requirements

Section 4: Cost Proposal Form

REDKAP:	Perform	nance Sho	p Pant (Me	Style: PT2A			
Color	Cut	28-30	32-34	36-38	40-42	44-46	48-50
Color	Cut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
Navy	Regular						
INAVY	Tall/Long						
Charcoal	Regular						
Charcoar	Tall/Long						
Tan	Regular						
	Tall/Long						
Alternative Ma	nufacturer:						

Total
Lines
Across:

40	
41	
42	
43	
44	
45	

REDKAP:	ļ.	ndustr	ial Cargo F	Style: PT88				
Color	Cu	.+	30-32	33-34	36-38	40-42	44-46	48-50
COIOI	Cut		(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
Navy	Regu	ular						
INAVY	Tall/Long							
Charcoal	Regular							
Charcoar	Tall/Long							
Khaki	Regular							
Miani	Tall/L	.ong						
Alternative Ma	nufactui	rer:						

Total
Lines
Across:

46
47
48
49
50
51

REDKAP:		Elastic	Insert Wor	k Pant (Me	en's)	Style: PT60					
Color		Cut	28-30	32-34	36-38	40-42	44-46	48-50	52-54	56-58	60
Color		ut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
Navy	Reg	gular									
I INAVY	Tall/	Long									
Charcoal	Reg	gular									
Charcoar	Tall/	Long									
Tan	Reg	gular									
I all	Tall/	Long									
Alternative Ma	anufactı	ırer:		-	-		-				

Total
Lines
Across:

52
53
54

REDKAP: Dura-Ka			ap Industr	ial Pant (W	Style: PT21			
Color	C	ut	2-4	6-8	10-12	14-16	18-20	22-24
COIOI	C	ut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
Navy	Regular							
Charcoal	Reg	jular						
Khaki	Reg	jular						
Alternative Ma	ırer:							

	Total
	Lines
	Across:
L	
L	

60 61

62

63 64 65

Division 2 Proposal Requirements

REDKAP:		Half-Ela	astic Work	Style: PT59				
Color	C	ut	2-4	6-8	10-12	14-16	18-20	22-24
Color)	ut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
Navy	Regular							
Charcoal	Regular							
Khaki	Regular							·
Alternative Manufacturer:					•			

	REDKAP:		Shorts (Me	Style: PT66				
	Color	Cut	30-32	34-36	38-40	42-44	46-48	50
	Color	Cut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
58	Navy	Regular						
59	Khaki	Regular						
	Alternative Ma	nufacturer:		•			•	

REDKAP:	Plain F	ront Short	s (Men's)			Style: PT26			
Color	Cut	30-32	34-36	38-40	42-44	46-48	50		
Color	Cut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)		
Navy	Regular								
Charcoal	Regular								
Tan	Regular								
Alternative Ma					-				

	REDKAP:	P	Plain Fr	ont Shorts	(Women's	s)	Style: PT2	7
	Color	Cut		4-6	8-10	12-14	16-18	20-22
	Coloi	G		(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
	Navy	Regu	ılar					
1	Charcoal	Regu	ılar					
	Tan	Regu	ılar					
	Alternative Ma	nufactur	er:					

Total
Lines
Across:

Total
Lines
Across:

Total
Lines
Across:

Total
Lines
Across:

Division 2 Proposal Requirements

Section 4: Cost Proposal Form

REDKAP:	Perma	a-Lined Pane	el Jacket			Style: JT50				
Color	Cut	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
		(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
Navy	Regular									
ivavy	Long									
Charcoal	Regular									
Charcoar	Long									
Alternative Ma	nufacturer:									

Total
Lines
Across:

70
71
72
73
74
75

67 68 69

PROPPER: U		Uniform BDU Trouser							Style: F5250		
Color	Cu		S	M	L	XL	2XL	3XL	4XL	5XL	6XL
Color			(US \$)	(US \$)	(US \$)						
Novy	Regu	ular									
Navy	Lor	ng									
Charcoal	Regu	ılar									
Charcoar	Lor	ng									
Khaki	Regu	ılar									
Milaki	Lor	ng									
Alternative Ma	anufactui	er:				-	-	-			

Total
Lines
Across:

76	I
77	I
78	l
79	I
80	l
81	I

SPORT-TEK: Sport-Te			ek V-Neck	Raglan Wi	nd Shirt					Style: JST	72	
Color	Cu		XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
COIOI	Cu		(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
True Navy	Regu	ular										
True Navy	Tall/L	.ong										
True Royal	Regu	ular										
True Royal	Tall/L	.ong										
Graphite	Regu	ular										
Graprille	Tall/L	.ong										
Alternative Ma	nufactur	er:										

Total
Lines
Across:

82
82 83

PORT AUTHOR	RITY: Nootka	Jacket			Style: J79	2			
Color	Cut	XS	S	M	L	XL	2XL	3XL	4XL
Color	Cut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
Regatta	Regular								
Blue/Navy	Tall/Long								
Alternative Ma	nufacturer:								

Total
Lines
Across:

Division 2 Proposal Requirements

PORT AUTHORITY: Active S		Soft Shell	Jacket				Style: J71	7		
Color	Cut		XS	S	M	L	XL	2XL	3XL	4XL
00101		ut	(US \$)	(US \$)	(US \$)	(US \$)				
Dress blue	Reg	gular								
Navy	Tall/	Long								
True Royal	Reg	gular								
True Royal	Tall/	Long								
Crov Stool	Reg	gular								
Grey Steel	Tall/	Long								
Alternative Manufacturer:										

PORT AUTHORITY: Core So		oft Shell Ja	cket				Style: J31	7		
Color		ut	XS	S	M	L	XL	2XL	3XL	4XL
Coloi		ut	(US \$)	(US \$)	(US \$)	(US \$)				
Dress blue	Reg	gular								
Navy	Tall/	Long								
True Boyel	Reg	gular								
True Royal	Tall/	Long								
Battleship	Reg	gular								
Grey	Tall/	Long								
Alternative Ma	Alternative Manufacturer:							•		

PORT AUTHO	RITY: Silk To	uch Long S	Sleeve Polo	o (Men's)					Style: K50	0LS	
Color	Cut	XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
Color	Cut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
Cool Grey	Regular										
Cool Gley	Tall/Long										
Navy	Regular										
INAVY	Tall/Long										
Royal Blue	Regular										
Troyal blue	Tall/Long										
White	Regular										
VVIIILE	Tall/Long										
Alternative Ma	nufacturer:							-			

Total
Lines
Across:
-

Total
Lines
Across:

Total
Lines
Across:

Division 2 Proposal Requirements

PORT AUTHO	RITY: Silk To	uch Polo (I	Men's)						Style: K50	0	
Color	Cut	XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
Color	Cut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
Steel Grey	Regular										
Steel Grey	Tall/Long										
Cool Grey	Regular										
Cool Gley	Tall/Long										
Navy	Regular										
INAVY	Tall/Long										
Royal Blue	Regular										
Royal blue	Tall/Long										
White	Regular										
VVIIILE	Tall/Long										
Alternative Ma	nufacturer:										

Division 2 Proposal Requirements

PORT AUTHORITY: Silk Touch Performance Long Sleeve Polo (Men's) Style: K540LS									0LS		
Color	Cut	XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
	Cut	(US \$)									
Steel Grey	Regular										
Steel Gley	Tall/Long										
Navy	Regular										
INAVY	Tall/Long										
Royal Blue	Regular										
Toyal blue	Tall/Long										
White	Regular										
vvriite	Tall/Long		·								
Alternative Ma	nufacturer:					-	-	-			

ORT AUTHORITY: Silk Touch Performance Polo (Men's)										Style: K540		
Oalan	Cut	XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL	
Color	Cut	(US \$)	(US \$)									
Stool Crov	Regular											
Steel Grey	Tall/Long											
Gusty Grey	Regular											
	Tall/Long											
Name	Regular											
Navy	Tall/Long											
David Diva	Regular											
Royal Blue	Tall/Long											
White	Regular											
	Tall/Long											
Alternative Ma	anufacturer:			•	•	•	•	•	•	•		

PORT AUTHORITY:		Silk To	uch Long S	Sleeve Pol	Style: L500LS						
Color C		ut	XS	S	M	L	XL	2XL	3XL	4XL	
	Color	C	ut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
	Navy	Regular									
	Royal	Regular									
	White	Regular								·	
-	Alternative Manufacturer:										

Total
Lines
Across:

Total	
Lines	
Across:	

Division 2 Proposal Requirements

	PORT AUTHO	ORT AUTHORITY: Silk Touch Polo (Women's)								Style: L500			
	Color		ut	XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
	Color		ut	(US \$)	(US \$)	(US \$)	(US \$)						
135	Steel Grey	Regular											
136	Cool Grey	Regular											
137	Navy	Regular											
138	Royal	Reg	gular										
139	White	Regular											
	Alternative Manufacturer:							-					

Total	
Lines	
Across:	

140
141
142

PORT AUTHO	RITY:	Silk To	uch Perfor	mance Lor	ng Sleeve F	olo (Wom	en's)	Style: L54	0LS	
Color		ut	XS	S	M	L	XL	2XL	3XL	4XL
Color		ut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
Steel Grey	Reg	gular								
Navy	Reg	gular								
Royal Blue	lue Reg									
Alternative Manufacturer:			•	•						

Total
Lines
Across:

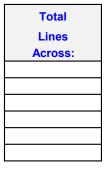
	143
I	144
ĺ	145
	146

	PORT AUTHO	RITY:	Silk To	uch Perfor	mance Pol	o (Women	's)		Style: L54	0	
	Color		ut	XS	S	M	L	XL	2XL	3XL	4XL
			ut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
	Steel Grey	Reg	gular								
	Navy	Reg	gular								
	Royal Blue	Reg	gular								
	White	Reg	gular								
	Alternative Ma	nufactu	ırer:		-			-	-	-	-

Total
Lines
Across:

147
148
149
150
151
152

	CORNERSTO	NE:	Select	Snag-Proof	f Long Slee	eve Polo					Style: CS4	112LS	
	Color		ut	XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
	00101		ut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
1	Charcoal	Re	gular										
	Cilaicoai	Tall	Long/										
	Dark Navy	Re	gular										
1	Daik Navy	Tall	Long/										
1	Royal	Re	gular										
	Royal	Tall	Long/										
	Alternative Ma	urer:		•	•	•	•						



Division 2 Proposal Requirements

CORNERSTON	IE: Select	Snag-Proo	f Polo (Mei	n's)					Style: CS4	112		Total
0.1	0-1	XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL	Lines
Color	Cut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	Acros
3 Characal	Regular											
Charcoal	Tall/Long											
5 Dark Navy	Regular											
5	Tall/Long											
Royal Blue	Regular											
3	Tall/Long											
White	Regular											
)	Tall/Long											
Alternative Ma	nufacturer:											
CORNERSTON	IE: Select	Snag-Proo	f Polo (Wo	men's)					Style: CS4	113		Tota
		XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL	Line
Color	Cut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	Acros
. Dark Navy	Regular											
Royal	Regular											
Alternative Ma	nufacturer:		•	-	-	-						
CORNERSTON	NE: ANSI 1	107 Class 3	Long Sleev	ve Snag-Re	esistant Re	flective T-	Shirt		Style: CS4	109		Tota
		XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL	Lines
Color	Cut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	Acros
3	Regular	(004)	(00 4)	(00 4)	(004)	(004)	(004)	(00 4)	(00 4)	(004)	(00 4)	7.0.00
Safety Yellow	Tall/Long											
Alternative Ma	nufacturer:				Į.					Į.		
CORNERSTO	NE: ANSI 1	07 Class 3	Short Slee	ve Snag-R	esistant Re	eflective T-	Shirt		Style: CS4	801		Tota
Color	Cut	XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL	Line
	Cut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	Acros
Safety Yellow	Regular											
	Tall/Long											
Alternative Ma	nufacturer:											

Division 2 Proposal Requirements

PORT & COM	PANY: Long S	leeve Core	Blend Tee)				Style: PC5	55LS	
Color	Cut	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
Coloi	Cut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
Charcoal	Regular									
Charcoai	Tall/Long									
Navy	Regular									
INAVY	Tall/Long									
Povol	Regular									
Royal	Tall/Long									
White	Regular									
VVIIILE	Tall/Long									
Alternative Ma	nufacturer:									

PORT & COMP	PANY: Core B	lend Tee						Style: PC5	55	
Color	Cut	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
Color	Cut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
Charcoal	Regular									
Charcoai	Tall/Long									
Madium Cray	Regular									
Medium Grey	Tall/Long									
Nova	Regular									
Navy	Tall/Long									
Povol	Regular									
Royal	Tall/Long									
White	Regular									
vvriite	Tall/Long									
Alternative Ma	nufacturer:			-			•	•		

	PORT & COMP	PANY:	Long Slee	ve Perform	Style: PC380LS				
	Color	Cut	S	M	L	XL	2XL	3XL	4XL
	Color	Cut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
	Charcoal	Regular							
	Grey Concrete Regular								
1	Deep Navy	Regular							
	Royal	Regular							
	White	Regular							
	Alternative Ma	nufacturer:					-		

Total
Lines
Across:

Total
Lines
Across:

200201202203

Division 2 Proposal Requirements

	PORT & COMP	ANY:	Perforn	nance Tee					Style: PC3	80	
	Color	C	ut	XS	S	M	L	XL	2XL	3XL	4XL
	COIOI		ut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
191	Charcoal	Reg	gular								
192	Grey Concrete	Reg	gular								
193	Deep Navy	Reg	gular								
194	Royal	Reg	gular								
195	White	Reg	gular								
	Alternative Ma	nufactu	ırer:								

PORT & COMP	PANY:	Long S	leeve Core	Cotton Te	e (Women	's)		Style: LPC	54LS	
Color	Cut		XS	S	M	L	XL	2XL	3XL	4XL
Coloi			(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
Charcoal Re		jular								
Navy	Regular									
Royal	Reg	jular								
White Regular										
Alternative Manufacturer:										

PORT & COM	PANY: Core C	otton Tee (Women's)				Style: LPC	54	
Color	Cut	XS	S	M	L	XL	2XL	3XL	4XL
COIOI	Cut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
Charcoal	Regular								
Navy	Regular								
Royal	Regular								
White	Regular								
Alternative Ma	anufacturer:				•		-		

	PORT & COMP	PANY: Core B	lend Tee (V	Vomen's)						Style: LPC	55	
	Color	Cut	XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
	COIOI	Cut	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
204	Charcoal	Regular										
205	Navy	Regular										
206	Royal	Regular										
207	White	Regular										
	Alternative Ma	nufacturer:									-	

Total
Lines
Across:

Total	
Lines	l
Across:	l
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	l
	l
	l

Total
Lines
Across:

Division 2 Proposal Requirements

Section 4: Cost Proposal Form

Alternative Manufacturer:

	PORT & COMP	PANY: I	Perform	nance Tee	(Women's)			Style: LPC	2380	
	Color	Cu		XS	S	M	L	XL	2XL	3XL	4XL
3]				(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
	Charcoal	Regu									
1	Deep Navy	Regu									
	Royal	Regu									
	White	Regu									
	Alternative Ma	nufactui	rer:								
	GILDAN:	ı	Heavy E	Blend Crew	neck Swe	atshirt			Style: 180	00	
	Calan			S	M	L	XL	2XL	3XL	4XL	5XL
	Color	Cu	<i>ι</i> τ	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
	Charcoal	Regu	ular								
	Navy	Regu	ular								
	Royal	Regu									
5	White	Regu									
	Alternative Ma	nufactu	rer:								
	OCCUNOMIX:	F	Premiur	m Breathal	ble Jacket				Style: LUX	(-TJR	
	Color	Cu	ıt L	S	M	L	XL	2XL	3XL	4XL	5XL
_				(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
	Yellow	Regu									
	Alternative Ma	nufactui	rer:								
	OCCUNOMIX:	ļ	SP Worl	kwear Pre	mium Brea	ıthable Rai	n Jacket		Style: SP-	BRJ	
			. 1	S	M	L	XL	2XL	3XL	4XL	5XL
	Color	Cu	ıt	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)
1	Yellow	Regu	ular			,		, ,,	, ,	, ,	
_	Alternative Ma	nufactui	rer:						·		
	OCCUNOMIX:		Premiur	m Breatha	ble Pants				Style: LUX	K-TENR	
	Color	Cu	ıt T	S	M	L	XL	2XL	3XL	4XL	5XL
	COIOI	- CU	AL	(110.4)	(110.4)	(110 A)	(110 A)	// // A\	(110.4)	(110.0)	(110.0)
٦	Yellow	Regu		(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)	(US \$)

<u> </u>	ion 2											F	Proposal	Requirements
Secti	on 4: Cost Pr	oposal Form												
	GAME SPORTWEAR: The Rain Jacket						Style: 134	0					Total	
	Color	Cut	S (US \$)	M (US \$)	(US \$)	XL (US \$)	2XL (US \$)	3XL (US \$)	4XL (US \$)	5XL (US \$)				Lines Across:
219	Yellow	Regular	(ου ψ)	(σσ ψ)	(σσ ψ)	(σσ ψ)	(σσψ)	(σσ ψ)	(σσ ψ)	(σσ ψ)				Across.
	Alternative Ma	nufacturer:			<u>'</u>									
							то	TAL PRO	POSAL A	AMOUNT			\$	
STAT	E ANY DISCO	DUNTS, SERV	ICE CHA	ARGES A	AND MON	ITHLY AC	COUNT	BILLING .	TERMS.	GEORGI	SALES TA	X IS NOT	APPLIC	ABLE.
		the vendor aç ons contained					goods an	d/or serv	ices at th	ne propo	al price for	a period	of one y	ear per the
terms							goods an	id/or serv	ices at tl	ne propo	al price for	a period	of one y	ear per the
Subn	and condition		d within				goods an	d/or serv	ices at th	ne propo	al price for	a period	of one y	ear per the
Subn	and condition	ons contained	d within				goods an	d/or serv	ices at th	ne propo	al price for	a period	of one y	ear per the

Proposal Requirements

Section 6: Proposer Qualification Information COMPANY NAME OF PROPOSER: NUMBER OF YEARS IN BUSINESS: **BUSINESS ADDRESS OF COMPANY: TELEPHONE NUMBER:** POINT OF CONTACT NAME: POINT OF CONTACT'S **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

Proposal Requirements

Section 6: Proposer Qualification Information COMPANY NAME OF PROPOSER: NUMBER OF YEARS IN BUSINESS: **BUSINESS ADDRESS OF COMPANY: TELEPHONE NUMBER:** POINT OF CONTACT NAME: POINT OF CONTACT'S **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

Proposal Requirements

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

8.1 Program Overview

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

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

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

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

- Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed: (1) Construction Firms \$18,250,000; (2) Professional Services Firms \$5,500,000; (3) Architectural Firms \$3,750,000; (4) Engineering Firms \$7,500,000, and (5) Goods and Services less than 250 employees.
- Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year.

<u>Note:</u> Complete CCWA SLBE Certification Requirements are listed on the Provisional and General Certification Applications; https://www.ccwa.us. To be considered a CCWA SLBE Certified Firm, the vendor shall complete the Certification Process by the proposal submission deadline.

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

Proposal Requirements

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

Authority's three Solicitation Incentives; Bid Discounts, Preference Points, and SLBE Goal Incentives utilization are determined on a solicitation by solicitation basis.

8.2 SLBE Incentive Type

The purpose of this section is to communicate the use of an SLBE Incentive (Bid Discount, Preference Points, SLBE Goal) in the solicitation and provide instructions or requirements of the intended SLBE Incentive.

This solicitation offers the following SLBE Incentive:

SLBE Preference Points-

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

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

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

Example:	
General proposal requirements	(POSSIBLE TOTAL 50 POINTS)
Technical requirements	(POSSIBLE TOTAL 50 POINTS)
SBLE Preference Points	(POSSIBLE TOTAL 10 POINTS)
SLBE Proposal	NON-SLBE Proposal
SLBE Proposal General Requirements40	NON-SLBE Proposal General Requirements
General Requirements40	General Requirements 40

Proposal Requirements

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

8.3 SLBE Conclusion

A bidder does not have to be a CCWA SLBE Certified Firm to participate in a bid where an SLBE Preference Point Incentive is offered. The use of certified CCWA SLBE sub-contractors will not establish eligibility to receive Preference Points. In the event of a tie bid between a preference point recipient and a non-preference point recipient, the preference point recipient (CCWA SLBE) will be recommended for the contract.

By signing the bid, the bidder is certifying that he/she has complied with the requirements of this program. Contact the Small Business Procurement Coordinator at ccwa_slbe_program@ccwa.us for more information on certification requirements for CCWA Certified SLBE Firms.

8.4 SLBE Bid Required Form(s)

For CCWA SLBE Certified Firms claiming preference points, a copy of their valid CCWA SLBE Certification Letter must be provided with their Proposal Response.

END OF SECTION

Division 3 Contract Forms

Section 1: Agreement Form

STATE OF GEORGIA COUNTY OF CLAYTON

AGREEMENT FOR ONGOING GOODS AND SERVICES

This Agreement made and	l entered into this _	day of _	, 20,
between the CLAYTON COUNTY	WATER AUTHOR	RITY, a body o	corporate and politic, a
public corporation, and a politica	subdivision of the	State of Geo	orgia duly created and
existing under the laws of the	State of Georgia	(hereinafter	"the Authority"), and
		(hereina	after "the Contractor"),
from time to time collectively refer	red to herein as "Pa	arties", witnes	seth:

WHEREAS, the Authority is contracting with the Contractor for the provision of certain goods and services as provided for under the terms of this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES.** The Authority agrees to obtain from the Contractor the goods and services described generally in **Exhibit A** attached hereto and, if applicable, as may be further described on any and all purchase orders issued by the Authority pursuant to Paragraph 5 of this Agreement (individually, a "PO" and collectively, the "POs") ("Goods and Services"). If any goods and services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such goods and services at the direction and approval of the Authority. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.

Goods and Services to be performed or to be provided under this Agreement will be assigned on an as needed, when needed basis, as determined by the Authority, in the form of a PO. The Authority does not guarantee any minimum or maximum work quantities under this Agreement and reserves the right to propose any pay item as a separate procurement at its sole discretion.

2. <u>COMPENSATION</u>. The Authority shall pay to the Contractor the prices stipulated in the Proposal dated January 2023, hereto attached as **Exhibit B** ("Cost Proposal Form"), as full compensation for Goods and Services. The total amount of

Section 1: Agreement Form

payments by the Authority under this Agreement shall not exceed the amount identified in the Cost Proposal Form.

The Authority shall pay the Contractor net 30 days upon receipt of an invoice and upon acceptance of Goods and Services in accordance with this Agreement. Payments from the Authority will be delivered to the Contractor electronically or via first-class mail.

- TERM OF AGREEMENT. The initial term of this Agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024, unless otherwise terminated earlier as provided in this Agreement or unless renewed and extended by the Parties in writing.
- 4. **RENEWAL ADJUSTMENTS.** The parties recognize that substantial changes in the economy of the nation may occur during the initial term of this Agreement and during each succeeding renewal period. Accordingly, the parties agree that the prices stipulated in the Cost Proposal Form ("Contract Price") may be adjusted on each succeeding renewal date of this Agreement in accordance with the Consumer Price Index (All Items, All Urban Consumers, 1982-1984=100), as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI") for the calendar month preceding the month during which the renewal date falls, to the extent of change in the index as compared with the index number for the month of the commencement of this Agreement. Notwithstanding anything to the contrary herein, cost-plus pricing shall not be eligible for renewal adjustments.
- 5. <u>INITIATION OF INDIVIDUAL PROJECTS</u>. Each individual project or engagement of Goods and Services by the Authority shall begin with a PO to the Contractor. The PO may contain terms and conditions for adherence by the Contractor; provided, however, that in the event of a conflict between the terms of this Agreement and the terms of the PO, the terms of this Agreement shall control.
- 6. WARRANTY ON SERVICES RENDERED. The Contractor warrants that the Contractor's services and workmanship provided under this Agreement shall be (i) free from defects for a period of two (2) years from the date of final acceptance of the good or service; (ii) performed as stipulated in the proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules, and policies. Upon receipt of written notice of a defect by the Authority, the Contractor shall repair the defect in a timely manner at no expense to the Authority.

Section 1: Agreement Form

7. WARRANTY ON GOODS PROVIDED.

- (a) The Contractor warrants the Contractor's goods provided under this Agreement for a period of two (2) years from the date of final acceptance of the good. Furthermore, the Contractor warrants and represents that:
 - 1. goods ordered to specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by the Authority, and will be fit and sufficient for the purpose intended;
 - 2. all goods are merchantable, of good material and workmanship, and free from defect;
 - 3. the goods shall be delivered free of the rightful claim of any person arising from patent or trademark infringement; and
 - 4. the Contractor has absolute and good title to and full right to dispose of the goods, and that there are no liens, claims, or encumbrances of any kind against the goods.
- (b) The warranties provided for under subparagraph (a) of this Paragraph, together with the Contractor's service warranties and guarantees, if any shall survive inspection, test, acceptance of, and payment for the goods, shall run to the Authority, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defect or nonconformity shall be given by the Authority to the Contractor within fifteen (15) months after acceptance by ultimate user; provided, however, that in the event the goods are designed by the Contractor, notice must be given within three (3) years after acceptance by ultimate user; and provided, further, that the rights and remedies of the Authority concerning latent defects shall exist indefinitely. The Authority may, at its option, and in addition to other remedies available at law: (i) return defective or nonconforming goods for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods, or (iii) have the defective items corrected or replaced at the Contractor's expense and deduct the cost thereof from any monies due the Contractor. The return to the Contractor of any defective or nonconforming goods and the delivery to the Authority of any corrected or replaced goods shall be at the Contractor's expense. Goods required to be corrected or replaced shall be at the Contractor's expense. Goods required to be corrected or replaced shall be subject to the provision of this paragraph and Paragraph 8 of this Agreement, entitled "Inspection", on the same manner and to the same extent as goods originally delivered under this Agreement. In addition to correcting or replacing any defective or nonconforming goods, the Contractor shall also reimburse the Authority for all costs and expenses incurred by the Authority in connection with inspection and discovery of the defects, identifying and

Section 1: Agreement Form

correcting the cause of such defects, and all other activities reasonably undertaken by the Authority to obtain conforming goods or attempting to obtain from the ultimate user a waiver to permit the defective goods to be used with all or part of the defective conditions.

- 8. **INSPECTION**. The Authority shall have the right to inspect the goods supplied for Goods and Services, or otherwise hereunder, at any time during the manufacture or fabrication thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the Authority. If any inspection or test is made by the Authority at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The Authority may reject all goods supplied hereunder which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor's expense. No inspection, examination, or test, regardless of extensiveness or type, and no approval given in connection with any such inspection, examination, or test, whether under this Agreement or another contract for the same or similar goods, shall relieve the Contractor of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications, and any other requirements or documents made a part of this Agreement. At the Authority's request, the Contractor shall repair or replace defective goods at the Contractor's expense. Failure to inspect goods, failure to discover defects in goods, or payment for goods shall not constitute acceptance or limit any of the Authority's rights, including, without limitation, the provisions under Paragraphs 6 and 7 of this Agreement relating to warranties. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by the Authority to support production, all cost of such correction, including, without limitation, installation and removal, will be charged to the Contractor and such charges shall also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain an inspection system acceptable to the Authority covering the goods furnished for Goods and Services.
- 9. <u>CONTRACTOR'S AFFIDAVITS</u>. The Contractor shall issue a "Waiver and Release of Lien and Payment Bond Rights Upon Interim Payment" and a "Waiver and Release of Lien and Payment Bond Rights upon Final Payment" provided by

Section 1: Agreement Form

the Authority before receiving any interim or final payment for any Goods and Services.

10. **RELATIONSHIP OF THE PARTIES.**

- (a) <u>Independent Contractors</u>. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the Authority and the Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the Authority and the Contractor. It is expressly agreed that the Contractor is acting as an independent contractor and not as an employee in providing Goods and Services under this Agreement.
- (b) Employee Benefits. The Contractor shall not be eligible for any benefit available to employees of the Authority including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health or life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) <u>Payroll Taxes</u>. No income, social security, state disability, or other federal or state payroll tax will be deducted from payments made to the Contractor under this Agreement. The Contractor shall be responsible for all FICA, federal and state withholding taxes, and workers' compensation coverage for any individuals assigned to perform the Services for the Authority.
- (d) Conformance with Laws. The Contractor shall perform Goods and Services in compliance with all applicable laws. The Contractor shall be responsible for the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals, and permits required of the Contractor for Good and Services and in complying with this Agreement.
- 11. **ASSIGNMENT AND SUBCONTRACTING.** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including, without limitation, all of the Contractor's obligations under Paragraphs 6 and 7 of this Agreement relating to warranties.

Section 1: Agreement Form

- THE AUTHORITY'S ASSISTANCE AND COOPERATION. During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include, without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; and (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Contractor agrees that it shall not claim, that any such assistance or cooperation operates to relieve the Contractor from complete, proper, and punctual performance of all the Contractor's obligations under this Agreement.
- 13. WORK ON THE AUTHORITY'S DESIGNATED PREMISES. In the event that the Contractor, the Contractor's employees or agents, or the Contractor's subcontractors enter the Authority's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observer all security requirements and all plant safety, plant protection, and traffic regulations.
- 14. **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless the Authority and its board members, directors, officers, officials, employees, agents, and legal representatives (collectively, the "Authority Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses, including, but not limited to, reasonable attorney's fees and costs or fines or penalties charged by any governmental entity, incurred by the Authority or any Authority Indemnitees as a result of or arising out of (i) the wrongful misconduct or negligence, including, but not limited to, fraud, of Contractor or its employees, agents, or representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, or representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with Goods and Services under this Agreement. Contractor expressly understands and agrees that any bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Authority or Authority indemnitees as provided herein. These obligations provided for under this paragraph shall survive termination of this Agreement.

Section 1: Agreement Form

15. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and hereby incorporated into this Agreement.

16. **TERMINATION FOR DEFAULT.**

- (a) The Authority may, subject to the provisions of subparagraph (c) of this paragraph, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof or (ii) if the Contractor fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and does not cure such failure within a period of ten (10) or more days, as the Authority may authorize in writing, after receipt of notice from the Authority specifying such failure.
- (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) of this paragraph, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, goods or services similar to those so terminated, and Contractor shall be liable to the Authority for any excess costs for the same, including, but not limited to, all cost and expenses of the type specified in Paragraphs 6 and 7 of this Agreement relating to warranties; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but shall not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required

Section 1: Agreement Form

- delivery schedule. The term "subcontractor" as used in this Agreement shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to Paragraph 17 of this Agreement relating to Termination for Convenience.
- (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 17. TERMINATION FOR CONVENIENCE. The Authority may at any time, by written notice, terminate all or any part of this Agreement for the Authority's convenience. If this Agreement is terminated, in whole or in part, for the Authority's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work and Goods and Services under this Agreement to the effective date of termination; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to Good and Services and work under this Agreement not yet performed or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the Good and Services and work terminated.
- 18. **CONFLICTS OF INTEREST.** Contractor warrants and represents that:
 - (a) The Goods and Services performed under this Agreement will not create an actual or apparent conflict of interest with any other work Contractor is currently performing or may perform during the term of this Agreement;
 - (b) Contractor is not presently subject to any agreement with a competitor of the Authority or with any other party that will prevent Contractor from performing in full accord with this Agreement;
 - (c) Contractor is not subject to any statute, regulation, ordinance, or rule that will limit Contractor's ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept work other than work from the Authority during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder; and

Section 1: Agreement Form

(d) Contractor shall immediately notify the Authority in writing specifically disclosing any and all potential or actual conflicts of interests which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement.

- 19. CONTRACTOR AS CONSULTANT AND CONFLICTS OF INTEREST. In addition to the duties and responsibilities set forth herein, in the event any work requires the Contractor to develop or draft specifications or requirements for a solicitation or to serve in a consultative role during a proposal evaluation or negotiation process, the Contractor agrees to the following:
 - (a) The Contractor shall avoid any appearance of impropriety and shall follow all policies and procedures of the Authority.
 - (b) The Contractor shall not have any interest, nor shall the Contractor acquire any interest, directly or indirectly, which would conflict in any manner with the performance of consulting services required under such work.
 - (c) The Contractor shall immediately disclose to the Authority any material transaction or relationship, including, but not limited to, that of the Contractor, its employees, agents, or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements; involvement in litigation or other dispute; client relationships; or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.

Contractor acknowledges that any violation or threatened violation of the provisions of this paragraph may cause irreparable injury to the Authority, entitling the Authority to seek injunctive relief in addition to all other legal remedies.

- 20. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
- 21. **NOTICES.** Any notices under this Agreement shall be in writing and sent to the respective party at the following address:

To the Authority:

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

To the Contractor:	Го the Contractor:							
Attn:								

Any notice sent pursuant to this paragraph shall be deemed delivered: (i) when delivered by hand or courier or by overnight delivery with signature receipt required; (ii) when sent by confirmed facsimile or email to a party with a copy sent by another means specified in this paragraph; or (iii) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. A party may change its address for communications by notice in accordance with this paragraph.

22. <u>ATTORNEYS' FEES</u>. The Contractor shall pay reasonable attorneys' fees to the Authority should the Authority be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the Authority.

23. **CONFIDENTIAL INFORMATION.**

- (a) <u>Disclosure of Confidential Information</u>. The Contractor acknowledges that the Contractor may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance and in writing or is required to be disclosed by court order, subpoena, or otherwise by law, neither the Contractor nor any of its employees shall disclose, transfer, distribute, or allow access to any confidential information of the other party to third parties. If the Contractor is required to disclose any information that it has access to or became acquainted with as a result of this Agreement, the Contractor shall provide the Authority with at least thirty-six (36) hours prior notice of its intent to disclose such information, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication, or other written item compelling disclosure with the name, address, phone number, and email address of the person requesting disclosure.
- (b) <u>Security Breach Notification</u>. If the Contractor becomes aware of a security breach or any other event that compromises the security, confidentiality, or integrity of information that it has access to or became acquainted with as a result of this Agreement, the Contractor shall take appropriate actions to

Section 1: Agreement Form

- contain, investigate, and mitigate the security breach or other compromising event. The Contractor shall notify the Authority of a security breach or other compromising event as soon as reasonably possible, but in no event later than seventy-two (72) hours after the Contractor becomes aware of such security breach or other compromising event.
- (c) <u>Survival</u>. The obligations provided for under this paragraph shall survive termination of this Agreement.
- 24. **GOVERNING LAW AND CONSENT TO JURISDICTION.** This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Court of Clayton County, Georgia.
- 25. **NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
- 26. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
- 27. **INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
- 28. **AMENDMENTS**. Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
- 29. **COUNTERPARTS**. This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement.
- 30. <u>ELECTRONIC SIGNATURES.</u> Pursuant to O.C.G.A. Section 10-12-7, this Agreement may be executed and delivered by the Parties by electronic

Section 1: Agreement Form

transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of the Parties thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

- 31. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
- 32. **CAPTIONS.** The organization of this Agreement into articles, sections, paragraphs, or subparagraphs or the use of headings and subheadings are for convenience and reference only and will not modify or affect the meaning, interpretation, construction, or effect of this Agreement nor the rights, obligations, or liabilities of the parties under this Agreement.
- 33. CALCULATION OF TIME PERIODS. Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

[SIGNATURES ON NEXT PAGE]

Division 3 **Contract Forms Section 1: Agreement Form** IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below. Executed on behalf of: CLAYTON COUNTY WATER AUTHORITY CONTRACTOR By: By: Name: ____ Name: H. BERNARD FRANKS Title: Title: General Manager Attest: Attest: Name: Name: _____ Title: Title: Date: ____ Date:

[Corporate Seal]

[Corporate Seal]

<u>Division 3</u> <u>Contract Forms</u>

Section 1: Agreement Form

EXHIBIT A

SCOPE OF GOODS AND SERVICES

THIS "EXHIBIT A" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 4 SECTION 1 OF THE CONFORMED DOCUMENTS FOR PROPOSAL NUMBER 2023-FIN-06.

<u>Division 3</u> <u>Contract Forms</u>

Section 1: Agreement Form

EXHIBIT B

COST PROPOSAL

THIS "EXHIBIT B" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 2 SECTION 4 OF THE CONFORMED DOCUMENTS FOR PROPOSAL NUMBER 2023-FIN-06.

<u>Division 3</u> <u>Contract Forms</u>

Section 1: Agreement Form

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

THIS "EXHIBIT C" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 2 SECTION 2 OF THE CONFORMED DOCUMENTS FOR PROPOSAL NUMBER 2023-FIN-06.

END OF SECTION

Division 3		Contract Forms
Section 4: Non-Collusion Certificate		
STATE OF , COU	NTY OF	
Personally appeared before the undersigned paths	ed officer duly authorized b	y law to administer
who, after being first duly sworn, depose a persons or employees who have acted for		he officers, agents,
		, and that said
n proposing or procuring the Contract wi	th the Clayton County Wat	er Authority on the
following project: Ann	ual Contract for Uniform	S
nas not by (himself, themselves) or through prevented or attempted to prevent by a proposing; or by any means whatsoever pro making a proposal therefore or induced of proposal for said work.	any means whatsoever of evented or endeavored to p	competition in such prevent anyone from
ATTEST:	By:Proposer's Sig	gnature
By: Name	_ By: Proposer's Na	me
Title:	Title:	
Sworn to and subscribed before me this	day of	, 20
Notary Public:	My Commission expires:	

END OF SECTION

<u>Division 3</u> Contract Forms

Section 5: Certification of Absence of Conflict of Interest.

CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST

(O.C.G.A. § 36-80-28)

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

(1)	Contractor shall avoid any appearance o and procedures related to the project.	of impropriety and shall follow all of CCWA's policies
(2)	Contractor discloses below any material transaction or relationship currently known to Contractor that reasonably could be expected to give rise to a conflict of interest, including but not limited to, that of the Contractor, Contractor's employees, agents or subsidiaries Include past, present, or known prospective engagements, involvement in litigation of other dispute, client relationships, or other business or financial interest):	
(3)	Contractor shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement. Contractor acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to CCWA entitling CCWA to seek injunctive relief in addition to all other legal remedies.	
(4)		
NAME OF CONTRACTOR		Name of Contractor's Authorized Official
		Signature of Contractor's Authorized Official

END OF SECTION

DATE

ATTACHMENT A

Proposal Package Label

PACKAGE LABEL

Please affix below label to the outside of your sealed envelope or package in order to route it to the proper location timely. Packages received after the specified date and time will be deemed non-responsive.



DELIVER TO: CLAYTON COUNTY WATER AUTHORITY

1600 Battle Creek Road Morrow, GA 30260

Attention: PROCUREMENT



ANNUAL CONTRACT FOR UNIFORMS

Solicitation ID Number 2023-FIN-06

Due Date and Time: <u>Tuesday, February 28, 2023, at 2:00 p.m. local time</u>

VENDOR NAME:	
Address:	
City, State, Zip:	

ATTACHMENT B

Cost Proposal Label

COST PROPOSAL LABEL

Please affix below label to your Cost Proposal Form envelope which should be included within your RFP package.





ANNUAL CONTRACT FOR UNIFORMS

Solicitation ID Number 2023-FIN-06

COST PROPOSAL LABEL

Due Date and Time: Tuesday, February 28, 2023, at 2:00 p.m. local time

ATTACHMENT C

W-9 Form



Request for Taxpayer Identification Number and Certification

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

Give Form to the requester. Do not send to the IRS.

	I Name (as snown on your income tax return). Name is required on this line, do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
Print or type. Specific Instructions on page 3.			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	single-member LLC		Exempt payee code (if any)
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partne		
	Note: Check the appropriate box in the line above for the tax classification of the single-member of LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its own	Exemption from FATCA reporting code (if any)	
ij	Other (see instructions)		(Applies to accounts maintained outside the U.S.)
Spe	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name a	nd address (optional)
See			
0)	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		
Par	Taxpayer Identification Number (TIN)		
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av		urity number
reside	up withholding. For individuals, this is generally your social security number (SSN). However, the alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other as, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>] - [] - []
TIN, la		or	
Note:	If the account is in more than one name, see the instructions for line 1. Also see What Name	and Employer	identification number
Number To Give the Requester for guidelines on whose number to enter.			-
Par	t II Certification		
Unde	r penalties of perjury, I certify that:		
2. I ar Ser	e number shown on this form is my correct taxpayer identification number (or I am waiting for n not subject to backup withholding because: (a) I am exempt from backup withholding, or (b vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest longer subject to backup withholding; and) I have not been n	otified by the Internal Revenue
3. I ar	n a U.S. citizen or other U.S. person (defined below); and		
4. The	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	ng is correct.	
Certif	ication instructions. You must cross out item 2 above if you have been notified by the IRS that you	ou are currently sub	ect to backup withholding because

you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

U.S. person ▶ **General Instructions**

Signature of

Section references are to the Internal Revenue Code unless otherwise

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

Purpose of Form

Sign

Here

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date ▶

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
 - B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
 - G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I-A common trust fund as defined in section 584(a)
 - J-A bank as defined in section 581
 - K-A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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

- ¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- ² Circle the minor's name and furnish the minor's SSN.
- ³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- ⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

Page 6

ATTACHMENT D

Vendor Information Form



COVER SHEET

Effective: May 1, 2019

FOR

VENDOR INFORMATION FORM

The enclosed Vendor Information Form is used by the Clayton County Water Authority (CCWA) for adding vendors to its financial database system that are awarded procurement or service work. This form has two parts. Part 1 is designed to obtain general company information. Completion of this part is required to successfully add the vendors to CCWA's financial database system. Part 2 is intended for information gathering purposes only. While information requested on Part 2 is optional to the vendors, it will help the CCWA obtain business ownership classification description from its vendors.

Product(s) / **Service(s) Provided:** Select a NIGP code from the drop-down menu. If the code is unknown, you can search it by clicking the link provided on the form. Go to page 5. At the same time, press CTRL-F. This will open a small FIND box on your screen. In the box, type the key word that best describes your goods or services and click NEXT until you find the best fit. **Write down the 5 digit code number and go to the drop-down menu of this Form to select the code.**

For the purposes of executing this document, the following definitions apply:

- > Small Local Business Enterprise (SLBE) is one that is at least 51% owned by one or more of the applicant individuals identified and a citizen or lawfully admitted permanent resident of the United States. Independently owned and operated with average annual gross receipts for the previous three years not exceeding (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 & Services less than 250 employees. Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year prior to submitting application for certification.
- ➤ A Woman Business Enterprise (WBE) is one that is at least 51% owned by a Female, who also controls and operates the business, and is a permanent resident of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia and must be lawfully licensed within the relevant jurisdiction.
- A Minority Business Enterprise (MBE) is one that is at least 51% owned by one of the minority groups identified below, who also control and operate the business, and are permanent residents of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia and must be lawfully licensed within the relevant jurisdiction.

Minority Groups:

Hispanic American

> African American

Native American

Asian American

Pacific Islander

➤ A Disabled Citizen Enterprise (DCE) of the US refers to a business that is at least 51% owned by one or more disabled US citizens, who also control and operate the business, and are permanent residents of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia, and must be lawfully licensed within the relevant jurisdiction.

Vendor Information Forms should be submitted to the Procurement Department.

For questions related to the verification of certifications, please email ccwa_slbe_program@ccwa.us

VENDOR INFORMATION FORM

	PART 1
Vendor Name	
Phone Number	
E-Mail Addres	
Mailing Addre	
8	
Pay to Addres Same as ab	
-	move money between banks electronically. If you are interested in ACH payments, please complete all of the w, and attach a copy of a voided check confirming your account information:
Bank Name:	
Routing No.:	Account No.:
Account Name:	
Remittance to E	
	endors should send all invoices to: <u>CCWA_Accounts_Payable@ccwa.us</u>
Entity Type:	☐ Individual/Sole Proprietor ☐ Employee Owned Company ☐ Partnership ☐ Privately Held Corporation/LLC ☐ Publicly Owned Company ☐ Attorney ☐ Other
Social Securit	ty or Tax Identification Number (TIN):
Payment Terr	ns: NET 30 DAYS Other:
	de NIGP Code(s)
	For help finding NIGP Codes, click here: NIGP Code Listing
	Required: A signed W-9 form must be submitted with this form.
	PART 2
(For info	ermation gathering purposes only. You are not required to complete PART 2).
COMPAN	Y'S OWNERSHIP CLASSIFICATION - See Cover Sheet for additional information.
To partipa	ate in the Small Local Business Program, please complete the following section:
	Are you certified?
County of Pr	imary Business Located:
If you are cer	rtified as one of the following classifications, please check the appropriate box: WBE
* IF MBE , P CHOOSE ONE	<u> </u>
Etc.) may be ch	wned Company" has been chosen, no other designation (Hispanic American, African American, osen. This option will serve as your company's classification.
	dor Information Forms should be submitted to ccwa_slbe_program@ccwa.us. ny's ownership is certified as SLBE, WBE, MBE, or DCE with the State of Georgia (GDOT)

Certification Program, Clayton County, DeKalb County or with the City of Atlanta, please submit a copy of your

Certification from any other entity is not needed at this time.

 $business\ certification\ (including\ your\ phone,\ fax,\ and\ email\ address)\ to:\ {\bf ccwa_slbe_program@ccwa.us}$