



**REQUEST FOR PROPOSAL**  
**HUMAN RESOURCES INFORMATION SYSTEM**

**PROPOSAL Number 2024-HR-33**

**OCTOBER 2024**

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

**Virtual Teams**

**Proposal Opening Meeting**

**Thursday, November 7, 2024 at 2:00 p.m.**

## Table of Contents

---

### **Division 1 General Overview**

Section 1	Request for Proposals .....	3
Section 2	General Information .....	4
2.1	Background .....	4
2.2	Scope of Work .....	4
2.3	Proposed Schedule .....	6
2.4	Submission .....	6
2.5	Addenda .....	7
2.6	Proposal Package .....	7
2.7	Evaluation Criteria .....	9

### **Division 2 Proposal Requirements**

Section 1	Instructions to Proposers .....	10
Section 2	Risk Management Requirements .....	16
Section 3	Proposal Submittals .....	20
3.1	Proposal Submittal Requirements .....	20
3.2	Required Post Award Submittals .....	21
Section 4	Proposal Form .....	22
Section 5	Georgia Proposal Bond (Not Required)	
Section 6	Proposer Qualification Information .....	23
Section 7	Contractor Affidavit & Agreement .....	25
Section 8	Small Local Business Enterprises (SLBE) General Information ...	28

### **Division 3 Contract Forms**

Section 1	Agreement Form .....	31
Section 2	Performance Bond (Not Required)	
Section 3	Payment Bond (Not Required)	
Section 4	Non-Collusion Certificate .....	46
Section 5	Certification of Absence of Conflict of Interest for Development of Specifications of Scope of Work .....	47

### **Appendix**

A. HCM Requirements

### **Attachments**

B. W-9 Form

C. Vendor Information Form

**END OF TABLE OF CONTENTS**

## **Division 1**

## **General Information**

### **Section 1: Request for Proposals**

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

Name of Project: 2024-HR-33 Human Resources Information System

The Clayton County Water Authority will open sealed proposals from vendors via a Virtual Teams Meeting on **November 7, 2024 at 2:00 p.m.** for the **Human Resources Information System**. Any proposals received after the specified time will not be considered.

Please use the following call-in instructions to attend the Proposal Opening meeting:

#### **Join Microsoft Teams Meeting**

[Meeting ID: 250 753 261 185](#)

[Passcode: KUPpWk](#)

#### **Dial in by phone**

[+1 912-483-5368,,834218228# United States, Savannah](#)

[Find a local number](#)

[Phone conference ID: 834 218 228#](#)

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

In an effort to promote responsible environmental practices this proposal package is available in electronic (Adobe PDF) format and can be requested by calling 770-960-5223, M-F, 8:00 am - 5:00 pm, or by e-mail to [ccwa\\_procurement@ccwa.us](mailto:ccwa_procurement@ccwa.us). Proposer 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, Chairman*

**END OF SECTION**

## **Division 1**

## **General Information**

### **Section 2: General Overview**

#### **2.1 Background**

The Clayton County Water Authority (CCWA) currently serves as the water, sewer and stormwater utility for Clayton County and the Cities of Forest Park, Lake City, Morrow, Jonesboro, Riverdale, and Lovejoy. The service area represents a population of approximately 297,000 residents and includes over 89,000 active customer accounts.

CCWA's major facilities include three water production plants, five water supply reservoirs, ground and elevated storage tanks and booster pump systems, three advanced treatment water reclamation facilities, engineered constructed wetlands treatment and almost 3000 miles of water distribution and wastewater collection pipelines. Water production facilities currently operate at approximately 28 million gallons per day (MGD), with a combined permitted capacity of 42 MGD. Water reclamation facilities currently operate at approximately 23 MGD, with a permitted capacity of 34.4 MGD, Stormwater utility operations manage approximately 40,000 structures and almost 500 miles of conveyance infrastructure.

#### **2.2 Scope of Work**

CCWA is seeking a robust Human Resources Information System including but not limited to:

- 2.2.1 Applicant Tracking System** to maintain a repository of applicants, post jobs, and serve as the official system for our recruitment process.
- 2.2.2 Onboarding System-** after an applicant is selected for hire, change the employee status from "interviewing" to "hired" and begin the onboarding process which includes automating all electronic forms required for signature (i.e. I-9, tax forms, general company forms, etc.). We are currently using some functionality from Employee Navigator, but most of our process is still paper and manual.
- 2.2.3 Benefits Administration-** employee completes their initial and future open enrollments in the system. All information including new enrollments, changes, updates, and cancellations are fed directly to the benefits carriers through a carrier connection.
- 2.2.4 Employee Self Service-** employees are able to access their payroll and tax information without being required to be on CCWA's network, limiting employee's access to their personal information.
- 2.2.5 Position Control-** manage funded positions to include classification and compensation changes; reporting for personnel requests each budget year.
- 2.2.6 Learning Management System-** library of training courses and system to maintain training records.
- 2.2.7 Performance Management System-** create and maintain performance reviews.

**2.2.8 COBRA-** manage sending information to separating employees regarding their eligibility for continued benefits.

**2.2.9 Time and Leave Management** - system to allow non-exempt employees to clock in/out using a web-based system, allow managers to approve/disapprove requests for leave, employees and managers know leave balances and can run reports on leave usage.

**2.2.10 Product**

- 2.2.10.1 Recruiting including Position Management and Applicant Tracking.
- 2.2.10.2 Onboarding And Off-Boarding.
- 2.2.10.3 Core Human Capital Administration.
- 2.2.10.4 Employee Portal for active and terminated employees.
- 2.2.10.5 Payroll.
- 2.2.10.6 Benefits Enrollment.
- 2.2.10.7 Time Management including Scheduling, Timekeeping, Absence Management, and Leave Management.
- 2.2.10.8 Talent Management including Performance Cycles, Succession Planning And Compensation Planning.
- 2.2.10.9 Reporting & Analytics.
- 2.2.10.10 Learning Management.
- 2.2.10.11 360 Integrations for Anthem and Kaiser.

**2.2.11 Optional Product Scope**

- 2.2.11.1 Integration or data files for:
  - 2.2.11.1.1 MetLife.
  - 2.2.11.1.2 Wex.
  - 2.2.11.1.3 Greater Georgia Life.
  - 2.2.11.1.4 Nationwide Retirement Solutions.
  - 2.2.11.1.5 Nationwide.
  - 2.2.11.1.6 Clayton County BoC.
  - 2.2.11.1.7 Trustmark.

**2.2.12 Services**

- 2.2.12.1 Implementation of above modules.
- 2.2.12.2 Historical data migration.
- 2.2.12.3 One year plus current year of employee and job history.
- 2.2.12.4 Document history.
- 2.2.12.5 One (1) year plus current year of pay statements and tax statements.
- 2.2.12.6 Payment, Garnishment, and Tax Services.
- 2.2.12.7 Product support and training.

**2.2.13 Optional Services**

- 2.2.13.1 Check printing services.
- 2.2.13.2 Year-end Tax Statements.
- 2.2.13.3 COBRA Administration Services.

- 2.2.13.4 ACA Reporting Services.
- 2.2.13.5 Change Management.
- 2.2.13.6 Application Management Services.
- 2.2.13.7 Paycard.

### 2.3 Proposed Schedule

The planned schedule for proceeding with the selection process for a short-term interim funding vehicle is shown below:

Issuance of RFP	October 23, 2024
Deadline for Questions	October 28, 2024 at 2:00 p.m.
Issue Last Addendum	November 1, 2024
Proposal Opening	November 7, 2024 at 2:00 p.m.
Introductory Demonstrations	Week of November 18 – 22, 2024
Final Presentations	Week of December 9 – 13, 2024
CCWA Board Approval	February 6, 2025
Planned Start Date	March 2025

### 2.4 Submission:

All RFP submissions must be submitted in hard copy format to the address below:

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

All proposals and accompanying documentation will become the property of CCWA and will not be returned. CCWA expressly reserves the right to utilize any and all ideas submitted in the proposals received unless covered by legal patent or proprietary rights which must be clearly noted in the proposal submitted in response to the RFP. Late proposals will not be accepted, nor will additional time be granted to any individual Contractor. CCWA will not accept submitted proposals via email.

#### 2.4.1 Proposal Submission

One (1) original and one (1) Flash Drive (in compatible electronic format) of the proposal shall be submitted in a sealed, opaque container and delivered by hand, courier service, or mailed via the United States Postal Service. At the time specified for the proposal opening deadline, the sealed containers shall be publicly opened, and the names of Firms shall be read aloud.

The Cost Proposal– Provide pricing based on the Scope of Work and the HCM Requirements, that will encompass all deliverables, implementation, and any additional administrative costs. Cost Proposal must be provided in a separate sealed envelope and placed within the completed sealed proposal submittal. No other references or mention of costs should be included in any other section of your proposal submittal. The Cost Proposal Form is to be opened after evaluation of the proposals.

## 2.5 Addenda

To be considered, all questions must be received via email by **2:00 p.m. EDT October 28, 2024**, at **CCWA\_Procurement@ccwa.us**. Any and all responses to questions will be issued in the form of an addendum by email. All addenda issued shall become part of the submittal package.

## 2.6 Proposal Package

Proposal response for below Sections 1 through 4 shall be limited to a maximum length of forty (40) pages. Each Proposal Package should be prepared and presented to include the information outlined below and be tabbed to denote the sections noted below. In order for the Proposal Package to be considered responsive, Sections 1 through 4 must be complete as described below.

### Section 1 - Cover Letter and Firm Identification

A letter (4 pages maximum) of introduction and interest on letterhead. Provide the full legal name, Firm's principal business office with address and satellite offices, if any, and indicate the location from which these professional services for the CCWA would be conducted. Specifically offer the location of the client and project manager. Include information on the Firm's history, business activities, size, employees (per office), and ownership. Include telephone number, point of contact and official signature of an authorized company representative. Indicate whether you operate as a single proprietorship, partnership, or corporation. Include the state(s) in which you are incorporated and/or licensed to operate.

### Section 2 - Company Experience

CCWA Expects the Firm to have sufficient depth and breadth in all or most project categories (as outlined in Section 2.3 above) (or project categories) to support CCWA's needs. Company Experience will be scored based on all project categories, with a higher score assigned for experience in more categories.

Provide a table/matrix demonstrating company experience (projects) against the project categories in Section 2.3. Only include projects completed in the last ten (10) years or projects that are at least 75% complete in the table. The table can be provided on an 11" x 17" page.

Provide a brief summary of as many of the key projects from the table as desired. The summaries should include the project description, the Firm's role in the project, and the staff who worked on the project that are included on the Project Team in Section 3.

Include a summary of Firm's experience with specific, applicable software or technical resources. Describe any equipment, software, tools, and technology that will be used for the work and the level of specific expertise your Firm has with these resources.

Project team member experience at a different Firm cannot be used to demonstrate Company Experience. All experience included in Section 2 should be specific to the experience of the Firm.

Provide a summary of professional liability (E&O) claims and lawsuits for the last five (5) years. This summary should include any judgments, claims, arbitration proceedings

or suits pending or outstanding against The Firm, proposed partners and any proposed subcontractors.

### Section 3 - Project Team

Provide an organizational chart showing the proposed project team and office location, including any subcontractors (including their title) proposed for the work. The organizational chart can be provided on an 11"x17" page. All teaming relationships must be clearly identified and defined. Where "Prime/Subcontractor" relationships are proposed, the prime contractor (i.e., the proposing Firm) will be required to provide the majority of the work under the Master Services Agreement. Note that where a specific project arises that requires a subcontractor with specific expertise, those subcontractors can be added to the Firm's project team at a later date.

Provide a table that demonstrates that summarizes the key staff in the organizational chart, their proposed role on the project team, and which of the projects in Section 2 they were involved in. For those individuals that are deemed key individuals in the organizational chart, provide a summary resume, percentage availability, office location, years of experience, years of experience with the proposing Firm, and discipline or role for this Master Services Agreement. For these key individuals, also summarize their previous experience in the type of role for which they are being proposed.

Provide a summary of company-wide resources. Note the total employees and resources of the company, number of offices/locations/local staff and office breakdowns by operating business units.

Full resumes may be included in an Appendix and will not be included in the page limit.

### Section 4 - Project References

Provide up to five (5) project descriptions that best represent the project categories. The projects included should be completed in the last ten (10) years, or be at least 75% complete, and should demonstrate experience that highlights the project team's ability to successfully complete projects in the Project Categories. The project references should be included in the table in Section 2.

On each reference sheet, provide the name of client, a brief description of the work, dates/completion status, reference contact information (phone, email, and mailing address), schedule and cost outcomes, and a list of any people listed in Section 3 who worked on the project, as well as their specific role on the project.

### Section 5 – Cost Proposal (separate envelope)

In order for the Proposal Package to be considered responsive, a Cost Proposal must be provided. Proposer shall provide pricing based on the Scope of Work and the HCM Requirements, that will encompass all deliverables, implementation, and any additional administrative costs.



Please note this cost section of the submittal package must be placed in a sealed separate container from the rest of the Proposal submission. CCWA reserves the right to negotiate costs with any and all Firms that may be awarded work under this Request for Proposal. Additionally, CCWA reserves the right to negotiate parity in any and all costs with any and all Firms. Such negotiations are at the sole discretion of the CCWA.

## 2.7 Evaluation Criteria

Proposals will be evaluated by CCWA staff and ranked based on the following criteria to develop a short list of the top-ranked Firms. After a short-list of top ranked Firms is completed, intro demonstrations and finalist demonstrations will be conducted along with a review of the cost submission portion of the proposal to complete the selection process. Ranking of proposals and proposed contract award will be made at the sole discretion of the CCWA.

Item	Criteria	Points
1	Requirements	105
2	Intro Demo Presentation	85
3	Finalist Presentation	155
4	Project References	10
5	SLBE Preference Points	10
	<b>Total Possible Points</b>	<b>365</b>

**END OF SECTION**

## **Division 2**

## **Proposal Requirements**

### **Section 1: Instructions to Proposers**

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

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

5. Proposals must be made on the enclosed Proposal Form. Unless otherwise requested, one (1) original and one (1) copy via flash drive of the proposal Form need to be submitted, and these copies must be typewritten or printed in ink. All copies of any proposal Forms must be signed in ink by the person or persons authorized to sign the proposal Form. The person signing the proposal Form must initial any changes or corrections.
6. 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.
7. All proposals must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles or emails will be accepted. The person, firm, or corporation making the proposal shall submit it in a sealed envelope on or before the date and time specified in the proposal package. The envelope shall be marked "**Sealed Proposal**" and carry the proposal title, Contractor's License Number and date and time of opening as set forth in the proposal package. The envelope shall also bear the name of the party making the proposal and the party's address. Address proposals to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. Even if a proposal is not submitted, the proposal form should be returned signed and with an explanation, otherwise the result will be deletion from the mailing list.
8. 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.
9. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Proposer'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.
10. 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.

11. 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.
12. By tendering a proposal, a Proposer agrees to leave the proposal open for acceptance by the CCWA for one hundred twenty (120) days after the date set for the opening thereof.
13. 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.
14. Copies of all communication pertaining to proposals must be sent to the Contracts, Compliance and Risk Management Section.
15. 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
16. 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.
17. 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.
18. 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.

19. 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.
20. 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.
21. The successful Proposer must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
22. 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, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.
23. 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 vendor, or the work may be re-advertised or constructed by the CCWA.
24. Any Contract and Contract Bonds shall be executed in duplicate.
25. Award of this proposal shall be by action of the CCWA Board at its regular monthly meeting.
26. The CCWA reserves the right, with or without notice or cause, to accept any proposal regardless of the cost 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.
27. 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.

28. Proposals received from two (2) or more vendors that are identical in price, delivery and meet the requirements of the proposal specifications shall be awarded on the following basis:
  - a. The proposal submitted by a vendor who does not have a documented negative vendor performance record.
  - b. The proposal submitted by a vendor who is located within Clayton County.
  - c. The proposal submitted by a vendor who is certified by our Small Local Business Enterprise Program.
  - d. If the tie proposals meet all the above criteria, and it is not in CCWA's best interest (at its sole discretion) to split the award, the proposal award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be invited to attend the coin toss at a stated date and time. One or more witnesses from both CCWA Procurement and the Request Department may be present. A simple coin toss (called by the vendor listed first in the alphabet) will break the tie and decide the award.
  
29. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible proposal available, price shall not be the sole criteria utilized by the CCWA in evaluating the proposal package submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible proposal:
  - a. Ability of Proposer to perform in the time frame needed by the CCWA.
  - b. Reputation of the Proposer in its industry.
  - c. Reasonableness of the proposal in relation to anticipated costs.
  - d. Ongoing relationships with the CCWA based on above-average prior performance of work with CCWA.
  - e. Preference for local vendors where there is no significant variance in price or service.
  
30. 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.

31. 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.
32. 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.

#### **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006**

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

**END OF SECTION**

## **Division 2**

## **Proposal Requirements**

### **Section 2: Risk Management Requirements**

The Contractors and any potential CCWA approved Subcontractors will provide minimum insurance coverage and limits as per the following:

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

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

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

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



**APPLICABLE TO ALL CONTRACTS**

**Worker's Compensation** – Required for all contracts, including any sole proprietor, individual consultants, or small businesses. Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability MINIMUM limits of \$500,000 bodily injury for each Accident, \$500,000 bodily injury for each Disease, and \$500,000 bodily injury by Disease for each Employee. Other States: If any work is performed out of state including any remote workers, then those states must be covered as well. Maritime endorsements: If there is an exposure of injury to any contractors or providers to any maritime exposures then coverage shall include the appropriate endorsements such as USL&H (United States Longshore and Harbor Workers Comp Act), Jones Act or other federal statutes. Waiver of subrogation: The insurer agrees to waive all rights of subrogation against the Authority, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Authority, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation from the insurer. An umbrella policy may increase the employer's liability limits to meet the minimum requirements.

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

**AS APPLICABLE (Marked with an "X")**

**Crime Liability** – Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers. Any use of crypto currencies must be pre-approved by the Risk Management Department.

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

**Professional Liability Insurance (Errors & Omissions)** – Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses. Since professional insurance policies are written on a claims-made basis, insurance must be maintained for at least two (2) years after completion of the work and/or contract.

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

should be at least twice the minimum required occurrence limit. Policy shall be written on an Insurance Services Office (ISO) industry form CG0001 2010 or newer. Contracts involving any youths or children under 18 should also be required to provide proof of coverage for sexual abuse & molestation coverage that it is either; clearly not excluded on the general liability or purchased as a stand-alone policy. Should the coverage be on a claims-made basis, insurance should remain in force for the life of the contract and up to the date to which the youngest youth/child at the start of the contract turns age 18 plus two years.

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

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

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

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

**Builder’s Risk** – Recommended for most construction projects. The limit of coverage should be equal to the value of the contract or GREATER. Covered perils should be at least fire, wind, theft, vandalism, flood, and earthquake.

**Umbrella Liability** – Recommended for all contracts. 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. The underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation). Concurrent policy dates with primary liability policies except for Workers Compensation.

**MINIMUM LIMITS OF LIABILITY ON NEXT PAGE**

**MINIMUM LIMITS OF LIABILITY**

<b>INSURANCE</b>	<b>COVERAGE</b>	<b>LIMIT</b>
<b>Worker’s Compensation</b>	Bodily Injury by Accident - Each Accident	\$500,000
	Bodily Injury by Disease – Each Disease	\$500,000
	Bodily Injury by Disease – Each Employee	\$500,000
<b>Commercial General Liability</b>	General Aggregate	\$2,000,000
	Products & Completed Operations Aggregate	\$2,000,000
	Each Occurrence	\$1,000,000
	Personal & Advertising Injury	\$1,000,000
	Damages to Premises / Fire Legal	\$500,000
	Medical Payments	\$5,000
<b>Automobile</b>	Combined Single Limit OR	\$1,000,000
	Per Person	\$500,000
	Per Occurrence	\$500,000
	Property Damage	\$100,000
	Medical Payments	\$1,000
<b>Crime</b>	Employee Dishonesty	\$1,000,000
	Funds Transfer Fraud	\$1,000,000
	Money & Securities	\$100,000
	Computer Crime	\$1,000,000
	Social Engineering or its equivalent	\$100,000
<b>Cyber Insurance</b>	Each Claim/Wrongful Act	\$1,000,000
	Annual Aggregate	\$2,000,000
	Business Interruption	\$1,000,000
	Data Recovery	\$1,000,000
	Cyber Extortion Expenses	\$500,000
	Cyber Extortion/Ransom Payments	\$50,000
<b>Professional Liability</b>	Each Claim/Wrongful Act	\$1,000,000
	General Aggregate	\$2,000,000
<b>Terrorism</b>	Access/use of water, electric or gas utilities	\$5,000,000
	Special events	\$1,000,000
<b>Aviation</b>	Each Occurrence	\$5,000,000
	Automobile Liability	\$1,000,000
	Pollution Liability (FBOs Only)	\$1,000,000
<b>Liquor</b>	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
<b>Sexual Abuse &amp; Molestation</b>	Each Claim/Wrongful Act	\$1,000,000
	General Aggregate	\$2,000,000

**END OF SECTION**

## **Division 2**

## **Proposal Requirements**

### **Section 3: Required Proposal Submittals**

#### **3.1 Proposal Submittal Requirements:**

The following items 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:

For your convenience, a check box is provided next to the required items, which include but are not limited to:

- A. Proposal Form – *Proposers must submit their completed and signed Proposal Form.*
- B. Proposer Qualification Information Form, including References. Failure to provide satisfactory 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.
- E. 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 (as applicable).
- F. An indication of “N/A” for “not applicable” must be noted as appropriate.
- G. Non-Collusion Certificate.
- H. Certification of Absence of Conflict of Interest.
- I. Vendor Information Form. *Company name must match the W-9 Form.*

- J. W-9 Form. *Company name must match the Vendor Information Form and must be registered with the [Georgia Secretary of State](#).*
  
- K. Copies of all licenses required to perform the work (if applicable).
  
- L. Proposers' corporate minutes that include officers' names and titles with authority to sign contracts.
  
- M. Any other items as required in this RFB including but not limited to the items contained in the Instructions to Proposers, Proposal Form and Specifications sections.
  
- N. All addenda issued.
  
- O. Appendix A – HCM Requirements (submitted as spreadsheet via flash drive).

**3.2 Required Post Award Submittals:**

The following is required from the successful Proposers:

- a. A current Certificate of Insurance.
- b. An endorsement including CCWA as an additional insured for the Commercial General Liability only.
- c. A 30-day cancellation endorsement for ALL policies on your Certificate of Insurance.

**END OF SECTION**

**Division 2** **Proposal Requirements**

**Section 4: Proposal Form**

Proposal \_\_\_\_\_ of \_\_\_\_\_

(Hereinafter "Proposer"), organized and existing under the laws of the State of \_\_\_\_\_,

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

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

In compliance with the Request for Proposals, Proposer hereby proposes to perform all Work for **Human Resources Information System**, 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:**

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

Proposer accepts the terms and conditions of the Documents.

**INSURANCE:**

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

**CONTRACT TIME:**

**ADDENDA:**

Proposer acknowledges receipt of the following Addenda:

\_\_\_\_\_

**Division 2**

**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 EMAIL ADDRESS: \_\_\_\_\_

COMPANY TAX ID NUMBER: \_\_\_\_\_

COMPANY WEBSITE: \_\_\_\_\_

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

NAME OF PRINCIPAL OFFICERS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Division 2**

**Proposal Requirements**

**Section 6: Proposer Qualification Information**

**REFERENCES**

The proposal must contain at least three (3) references of similar experience in the past five (5) years. References must include a contact person, address, and phone number. **The Clayton County Water Authority should not be included as a reference.**

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_



**Division 2**

**Proposal Requirements**

**Section 7: Contractor Affidavit and Agreement**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006**

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

**Contractor**

**Authorized Signature:**

**Name:**

**Title:**

**Date:**

---

---

---

---

---



**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

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

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

_____ EEV / Basic Pilot Program* User Identification Number	_____ Date of Authorization
Enter the four to seven-digit number	

\_\_\_\_\_  
Name of Sub-contractor (Printed)

_____ Authorized Officer or Agent of Sub-contractor (Signature)	_____ Date
--	---------------

\_\_\_\_\_  
Name of Sub-contractor's Authorized Officer or Agent (Printed)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Sub-contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_.

_____ Notary Public	_____ My Commission Expires
------------------------	--------------------------------

## **Division 2**

### **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-neutral tool for the Authority to use in its efforts to ensure that all segments 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.
- **Note:** 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 solicitation 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 solicitation process. The Authority's three (3) Solicitation SLBE Incentives; Proposal Discounts, Preference

Points, and SLBE Goal 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 (Proposal Discount or Preference Points) for Prime Contractors in the solicitation and provide instructions or requirements of the intended SLBE Incentive.

This solicitation offers the following SLBE Incentive: (Refer to check marked section.)

### **Proposal Discount**

Proposal discounts are incentives that allow an original proposal amount to be discounted for evaluation purposes in determining the lowest responsive, responsible Proposer, while the original proposal amount will be the basis for contract award.

The calculation of SLBE tiered proposal discounts shall be as follows:

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

*Example: A \$100,000 proposal with a 7.5% proposal discount would be evaluated at \$92,500. However, \$100,000 would be paid to the successful proposer.*

### **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.

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

**8.3 SLBE Conclusion**

A Proposer does not have to be a CCWA SLBE Certified Firm to participate in a solicitation where Proposal Discounts or Preference Points Incentives are offered.

The use of Certified CCWA SLBE Firms as subcontractors will not establish eligibility to receive Proposal Discounts or Preference Points. In the event of a tie between a CCWA SLBE Certified Firm and a non-CCWA SLBE Certified firm, the CCWA SLBE Certified Firm will be recommended for the contract.

By signing the solicitation, the Proposer 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](mailto:ccwa_slbe_program@ccwa.us) for more information on becoming certified.

**8.4 Solicitation SLBE Required Form(s)**

For CCWA SLBE Certified Firms claiming a Proposal Discount or Preference Points, a copy of their valid CCWA SLBE Certification Letter shall be provided with their solicitation response.

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**AGREEMENT FOR PROVISION OF GOODS AND SERVICES**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the **CLAYTON COUNTY WATER AUTHORITY**, a body corporate and politic, a public corporation, and a political subdivision of the State of Georgia duly created and existing under the laws of the State of Georgia (hereinafter "the Authority"), and \_\_\_\_\_ (hereinafter "the Contractor"), from time to time collectively referred to herein as "Parties", witnesseth:

**WHEREAS**, the Authority is contracting with the Contractor for the **Human Resources Information System** 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 must be provided at the times specified, and at the regularly scheduled intervals as outlined in the Request for Proposal package.

2. **COMPENSATION**. The Authority shall pay to the Contractor the prices stipulated in the Proposal dated \_\_\_\_\_, hereto attached as **Exhibit B** ("Pricing"), as full compensation for Goods and Services. The total amount of payments by the Authority under this Agreement shall not exceed the amount identified in the 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.

3. **TIME FOR COMPLETION OF PROJECT:** Contractor hereby agrees to commence work within thirty (30) calendar days under this contract or on a date to be specified in the Notice to Proceed. The total time for the Contractor to complete this project shall not exceed three hundred sixty-five (365) calendar days.
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 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. **INITIATION OF INDIVIDUAL PROJECTS:** Each individual project shall begin with a Purchase Order (“PO”). The Contractor agrees to the terms and conditions contained in the PO; however, 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 bid/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.



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 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 hereunder at any time during the manufacture or fabrication thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the Authority. If any inspection or test is made by the Authority at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The Authority may reject all goods supplied hereunder, which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications and any other Contract Documents. At the Authority's request, the Contractor shall repair or replace defective goods at the Contractor's expense. Failure to inspect goods, failure to discover defects in goods or payment for goods shall not constitute acceptance or limit any of the Authority's rights, including without limitation those under the WARRANTY provisions of this Agreement. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by the Authority to support production, all cost of such correction, including without limitation installation and removal, will be charged to the Contractor; such charges will also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain in inspection system acceptable to the Authority covering the goods furnished hereunder.
9. **CONTRACTOR'S AFFIDAVITS:** The Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon Final Payment" provided by the Authority before receiving any interim or final payment for any services performed.
10. **RELATIONSHIP OF THE PARTIES.**
  - (a) **Independent Contractors.** 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) Payroll Taxes. 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 the WARRANTY provisions of this Agreement.
12. **THE AUTHORITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.
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 observe 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.
15. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as Exhibit A and hereby incorporated into this Agreement.
16. **TERMINATION FOR DEFAULT:**
  - (a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.
  - (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the Authority for any Excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term “subcontractor” shall mean subcontractor at any tier.
  - (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the “Termination for Convenience” paragraph of this Agreement.
  - (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
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 under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor’s failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

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
  - (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 bid or 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:**

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

**To the Contractor:**

Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

23. **CONFIDENTIAL INFORMATION.**

(a) **Disclosure of Confidential Information.** 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) **Security Breach Notification.** 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 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) **Survival.** 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. **ELECTRONIC SIGNATURES.** Pursuant to O.C.G.A. Section 10-12-7, this Agreement may be executed and delivered by the Parties by electronic 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 Bid/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]**

**IN WITNESS WHEREOF** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

**CLAYTON COUNTY WATER AUTHORITY**

**CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*[Corporate Seal]*

*[Corporate Seal]*

**EXHIBIT A**

**SCOPE OF GOODS AND SERVICES**

**THIS "EXHIBIT A" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 4 SECTIONS 1, 2, AND 3 OF THE CONFORMED DOCUMENTS.**

**EXHIBIT B**

**PRICING**

**THIS "EXHIBIT B" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 2  
SECTION 4 OF THE CONFORMED DOCUMENTS.**

**EXHIBIT C**

**RISK MANAGEMENT REQUIREMENTS**

**THIS "EXHIBIT C" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 2  
SECTION 2 OF THE CONFORMED DOCUMENTS.**

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 4: Non-Collusion Certificate**

STATE OF \_\_\_\_\_ , COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ , and that said

in proposing or procuring the Contract with the Clayton County Water Authority on the following project: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_  
Proposer

By: \_\_\_\_\_  
Name

By: \_\_\_\_\_  
Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_\_\_\_

Notary Public: \_\_\_\_\_ My Commission expires: \_\_\_\_\_

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 5: Certification of Absence of Conflict of Interest**

*Required for each contract or arrangement to prepare or develop specifications or requirements (O.C.G.A. § 36-80-28)*

The undersigned Contractor (Consultant), who is entering into a contract or arrangement with the Clayton County Water Authority (CCWA) to prepare or develop specifications or requests for bids, requests for proposals, purchase order, or any other type of solicitation for CCWA, by signing below acknowledges and certifies to follow the requirements below:

- (1) Contractor shall avoid any appearance of impropriety and shall follow all of CCWA's policies and procedures related to the project.
- (2) Contractor shall immediately disclose to CCWA any material transaction or relationship, including, but not limited to the Consultant, Consultant's employees, agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, during the pendency of the contract or arrangement, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest.
- (3) 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.

Any person may bring an action to declare null and void any purchase in violation of this Code section or to seek injunctive relief and damages against a person who makes any type of solicitation in violation of this Code section.

DISCLOSURES (Write "N/A" if Non-Applicable):

---



---



---



---

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Contractor's Authorized Official

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

**END OF SECTION**

# APPENDIX



**APPENDIX A  
HCM REQUIREMENTS**

**(SEE SEPARATE ATTACHMENT)**

**PLEASE SUBMIT COMPLETED SPREADHSEET VIA FLASDRIVE**

## **ATTACHMENTS**

## **ATTACHMENT A**

### **W9**

Form **W-9**  
 (Rev. March 2024)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
 requester. Do not  
 send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b>	Business name/disregarded entity name, if different from above.	
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b>	City, state, and ZIP code	
	<b>7</b>	List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>																									
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>													<table style="width:100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>												
<b>or</b>																									
<b>Employer identification number</b>																									
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>																									

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject 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.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**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](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 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.

**Caution:** If you don't 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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(f)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**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 their 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 their 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, but are not limited to, 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, as described in item 4 under "By signing the filled-out form" 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

### What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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 1 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.

- **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 for 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 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

- **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. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

#### Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

#### 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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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](http://www.SSA.gov). You may also get this form by calling 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/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://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](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

**Part II. Certification**

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

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

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

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) <sup>**</sup>	The grantor <sup>*</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(E)) <sup>**</sup>	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> 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.)

<sup>\*</sup> Note: The grantor must also provide a Form W-9 to the trustee of the trust.

<sup>\*\*</sup> For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 800-829-4059.

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

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

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

Go to [www.irs.gov/IdentityTheft](http://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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

**ATTACHMENT B**  
**VENDOR INFORMATION FORM**



**CLAYTON COUNTY WATER AUTHORITY**  
**FINANCE DEPARTMENT**  
 1600 BATTLE CREEK ROAD | MORROW, GEORGIA 30260  
 Phone: (770) 960-5880 | Web Site: [www.ccwa.us](http://www.ccwa.us)

**VENDOR INFORMATION FORM**

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

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

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

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

## ATTACHMENT C

### Proposal 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***



## HUMAN RESOURCES INFORMATION SYSTEM

**2024-HR-33**

*Due Date and Time: November 7, at 2:00 p.m. local time*

**VENDOR NAME:** \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_