

Wet Well Cleaning and Disposal Services Annual Contract

Jun 16th 2026, 8:00AM EDT - Jul 16th 2026, 3:00PM EDT

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Project Details

| | |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project | Wet Well Cleaning and Disposal Services Annual Contract |
| Ref. # | 2026-WR-08 |
| Type | RFB |
| Description | The Clayton County Water Authority (CCWA) intends to contract qualified contractors to provide wastewater wet well cleaning and disposal services for a twelve (12) month period. The contractor will be responsible for cleaning and removing grease, grit, and other accumulated materials from the wet wells described in the specifications. |
| Open Date | Jun 16th 2026, 8:00AM EDT |
| Questions Due Date | Jul 2nd 2026, 3:00PM EDT |
| Close Date | Jul 16th 2026, 3:00PM EDT |
| Project Owner | Luke Robinson |
| Addendum Issued | 2026-07-09 |

Events

| Event Name | Duration | Description |
|-------------------------------|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Open Date | Jun 16th 2026, 8:00AM EDT | Posting date for the Opportunity |
| Non-Mandatory Pre-Bid Meeting | Jun 23rd 2026, 10:30AM EDT - Jun 23rd 2026, 11:00AM EDT | A Non-Mandatory Pre-Bid virtual Teams Meeting will be held on June 23, 2026 at 10:30 a.m. (local time). Please use the following call-in instructions to attend the Pre-Bid and Bid Opening meeting: Microsoft Teams meeting Join: https://teams.microsoft.com/join/270563702331647?pwd=5xy9u23pDial%20in%20by%20phone%20912-483-5368%2C557502640 Meeting ID: 270 563 702 331 647 Passcode: 5xy9u23p Dial in by phone +1 912-483-5368,,557502640# United States, Savannah Phone conference ID: 557 502 640# |

| Event Name | Duration | Description |
|--------------------|---------------------------|------------------------------|
| Questions Due Date | Jul 2nd 2026, 3:00PM EDT | Deadline to submit Questions |
| Close Date | Jul 16th 2026, 3:00PM EDT | Deadline for Submissions |

1. Division 1 - General Information

1.1 Section 1: Request for Bids

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

Name of Project: **2026-WR-08 Wet Well Cleaning and Disposal Services Annual Contract**

The Clayton County Water Authority will open sealed bids from vendors via a Virtual Teams Meeting on **July 16, 2026 at 3:00 p.m. (local time)** for the **Wet Well Cleaning and Disposal Services Annual Contract**. Any bids received after the specified time will not be considered.

A Non-Mandatory Pre-Bid virtual Teams Meeting will be held on **June 23, 2026 at 10:30 a.m. (local time)**.

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

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/270563702331647?p=nwGwAyvLzWzykUaEqK>

Meeting ID: 270 563 702 331 647

Passcode: 5xy9u23p

Dial in by phone

[+1 912-483-5368](tel:+19124835368), [557502640](tel:+1557502640) United States, Savannah

Phone conference ID: 557 502 640#

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

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

Clayton County Water Authority
By: *Marcia Jones, Procurement Manager*

1.2 Section 2: General Overview

2.1 General Information

The Clayton County Water Authority (CCWA) intends to contract qualified contractors to provide services according to the specifications indicated herewith for a twelve (12) month period. By submitting a sealed bid, the vendor must agree to provide all stated services at the bid price for the specified twelve-month period per the terms and conditions contained within this bid document. Failure on the part of the successful contractor to honor their bid price may result in any action CCWA deems necessary to remedy the situation.

The contract may be renewed for up to four (4) one-year terms upon mutual written consent from both parties. By submitting a sealed bid, the bidder must agree to provide all stated services at the same terms, conditions, and bid prices for the specified twelve-month period.

In submitting this bid, bidder certifies that he/she is qualified to do business in the State of Georgia as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to bid award. If your company is a corporation, it must be registered with the Georgia Secretary of State. All things being equal, orders will

be placed by purchase order with the vendor offering the lowest unit price on a per item basis. Prompt and reliable response on each order is as equally important as the lowest price; therefore, CCWA reserves the right to make purchases from the next available low bidder if the first low bidder is not able to supply the services to meet our needs. Orders will be placed on an "as needed, when needed" basis. CCWA does not guarantee any minimum or maximum quantities under this bid/contract. Services must be made available to all our respective facility locations.

2.2 Coordination and Safety

The Contractor shall comply with all applicable federal, state, and local laws, regulations, codes, standards, and permit requirements governing the Work, including those administered by OSHA, DOT, GDOT, and the Georgia Environmental Protection Division (EPD).

The Contractor shall be responsible for the proper handling, transportation, and disposal of all materials removed during the performance of the Work and shall provide documentation of disposal upon request. The Contractor shall immediately notify the Owner of any accidents, injuries, spills, releases, regulatory violations, or enforcement actions arising from the performance of the Work.

2.3 Bid Submission

Solicitations must be submitted through the online Bonfire Portal at <https://ccwa.bonfirehub.com/>. Submissions by other methods will not be accepted.

2.4 Bid Evaluation

A contract will be awarded to the lowest responsive, responsible bidder whose bid conforms to the Request for Bid specifications and will be the most advantageous to CCWA. An evaluation will also be performed to ensure the bidder complies with the required submittals. Determination of the best responsive responsible, bidder will be the sole judgment of the CCWA. To be considered responsive to this bid, bidders are required to bid on all work items listed on the Bonfire Bid Table.

This procurement has a SLBE bid discount for evaluation purposes only, which will be given to CCWA certified SLBE primes only. For more details, please refer to Division 2, Section 8 of this bid package.

2.5 Addendum

Bidders may submit questions regarding this contract prior to the bid opening. To be considered, all questions must be submitted online through the Bonfire Portal at <https://ccwa.bonfirehub.com/>. Responses to all bidder inquiries will be provided in the form of an Addendum, which will be made available online through the Bonfire Portal. All issued addenda shall become an official part of the Bid Documents.

2. Division 2 - Bid Requirements

2.1 Section 1: Instructions to Bidders

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

1. If there is any question whatsoever regarding any portion of the specifications, it shall be the Bidder's responsibility to seek clarification immediately from the CCWA, as early as possible prior to the bid opening. Regarding public works projects, requests for interpretations of specifications must be made in writing to the department proposing out the project not later than five (5) days prior to receipt of bids.

2. Unless it is otherwise stated in the bid documents, it shall be the responsibility of the bidder to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its bid. Documents may be made available by the CCWA during the bidding process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the bidder to make its own investigations as to the nature of the work and the conditions under which it shall be performed, and to make its own independent assumptions as to these matters. The burden of anticipating unforeseen circumstances, either hidden or latent, and the conditions of the work site and all related circumstances, and the cost of accommodating therefore should unanticipated circumstances be later encountered shall rest upon the bidder.

3. Pre-bid meeting or any other information session will be held at the location as indicated in the solicitation. Unless indicated otherwise, attendance is not mandatory, although vendors are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the vendor must attend the meeting in its entirety to be considered eligible for solicitation award. Late entry to the meeting will not be allowed.

4. In the event that, after the acceptance of a bid by the Board of Directors of the CCWA, any unsuccessful bidder wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager no later than close of business on the 5th business day after the selection of successful bidder by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the State of Georgia or of the United States.

5. Information submitted by the Bidder in the bid process shall be subject to disclosure after bid award in accordance with the Georgia Open Records Act. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire bids may not be deemed proprietary.

6. Bids must be made on the Bid Table on the e-procurement platform or as directed.

7. The name of the person, firm, or corporation making the bid must be printed in ink, along with the Bidder's signature, on all separate sheets of the bid Form. If a bid is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the bid must show the name of the State under the laws of which the Corporation is chartered and his, or their, authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the bid Form.

8. All bids must be received by the CCWA Procurement and Compliance Office electronically through the Bonfire portal at <https://ccwa.bonfirehub.com/>. Upon submission, all responses will be electronically time- and date- stamped once all documents have been successfully uploaded and received.

9. If published price books are a part of your bid, one price book must be included with your bid Form, and the successful Bidder is required to furnish additional current price books after the award of the bid.

10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Bidder's bid. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the bidder may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications but may not alter any of the language contained in the solicitation.

11. In the case of goods, the person, firm or corporation making the bid may propose all items. All items may be considered separately, at the discretion of the CCWA.

- 12.**Bids for public works whose price exceeds one hundred thousand dollars (\$100,000.00) must be accompanied by a certified check, cashier's check, or acceptable bid bond in an amount not less than five percent (5%) of the amount bid.
- 13.**Bidders for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class in their bid submittal.
- 14.**When public work is let out for bid, no person shall prevent or attempt to prevent competition in such bid. Such Bidders must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the bid process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.
- 15.**Bids shall not be withdrawn or cancelled by the Bidder past the bid opening date and time. No modification or corrections will be allowed subsequent to the bid opening.
- 16.**By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the CCWA for ninety (90) days after the date set for the opening thereof.
- 17.**By tendering a bid, the Bidder certifies that the Bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Bidder shall merit the withdrawal of the bid.
- 18.** Copies of all communication pertaining to bids must be sent to the Contracts, Compliance and Risk Management Section.
- 19.** The purpose of this bid is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. Any applicable sales taxes should be included in the unit prices for all materials to be provided by the successful Bidder.
- 20.** Bidders are hereby notified and agree by submission of a bid Form that if additional items not listed in the bid Form become necessary and require unit prices not established by the bid Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the bid Form.
- 21.** All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
- 22.** Quantities when shown are estimates only, based on anticipated needs. CCWA reserves the right to purchase more or less based on actual need at contract price. If a Bidder intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the bid Form. Otherwise, none will be assumed.
- 23.**The time for completion of the work is stated in the bid Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
- 24.**The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Bidder.
- 25.**The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
- 26.** The Contract between the CCWA and the Bidder shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties. Any seals to be applied to the Contract by Bidders shall be in the form of ink seals.
- 27.** Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the bid guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be given to the next lowest responsible vendor, or the work may be re-advertised or constructed by the CCWA.
- 28.** Any Contract and Contract Bonds shall be executed in duplicate. Any seals to be applied to the Contract or Contract Bonds shall be in the form of ink seals.
- 29.** Award of this bid shall be by action of the CCWA Board of Directors at a regularly scheduled or called meeting.

30. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the cost thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.

31. The apparent low bid for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.

32. Bids received from two (2) or more vendors that are identical in price, delivery and meet the requirements of the bid specifications shall be awarded on the following basis:

- a. The bid submitted by a vendor who does not have a documented negative vendor performance record.
- b. The bid submitted by a vendor who is located within Clayton County.
- c. The bid submitted by a vendor who is certified by our Small Local Business Enterprise Program.
- d. If the tie bids meet all the above criteria, and it is not in CCWA's best interest (at its sole discretion) to split the award, the bid award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be invited to attend the coin toss at a stated date and time. One or more witnesses from both CCWA Procurement and Compliance Office and the Requesting Department may be present. A simple coin toss (called by the vendor listed first in the alphabet) will break the tie and decide the award.

33. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the CCWA in evaluating the bid package submitted. The following criteria shall also be utilized by CCWA in determining the lowest responsible bid:

- a. Ability of bidder to perform in the time frame needed by the CCWA.
- b. Reputation of the bidder in its industry.
- c. Reasonableness of the bid in relation to anticipated costs.
- d. Ongoing relationships with CCWA based on above-average prior performance of work with CCWA.
- e. Preference for local vendors where there is no significant variance in price or service.

34. Bidders are notified that CCWA reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Bidder's place of business to any affected Authority facility. CCWA further reserves the right to award the contract to a Bidder other than the Bidder offering the lowest price where: (a) the difference in price between the low Bidder and the preferred Bidder is nominal; and (b) CCWA's Board determines that the preferred bid provides the most cost-effective option due to the closer proximity of the preferred Bidder's place of business to the affected Authority facility or facilities. In such a situation, by responding to this bid, the Bidder waives any cause of action against CCWA for frustration of bid or under any similar legal theory; furthermore, the Bidder agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by CCWA in defending against any such claim.

35. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority and women-owned businesses. Bidders are encouraged to solicit minority and women-owned businesses whenever they are potential sources.

36. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses. Additionally, it is encouraged that Bidders access certified Small Local Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

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

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

2.2 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 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.

AS APPLICABLE - As highlighted below

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.

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

| INSURANCE | COVERAGE | LIMIT |
|-------------------------------------|-------------------------------------------|-------------|
| Worker’s Compensation | Bodily Injury by Accident - Each Accident | \$500,000 |
| | Bodily Injury by Disease – Each Disease | \$500,000 |
| | Bodily Injury by Disease – Each Employee | \$500,000 |
| Commercial General Liability | 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 | \$300,000 |
| | Medical Payments | \$5,000 |
| Automobile | Combined Single Limit OR | \$1,000,000 |
| | Per Person | \$500,000 |
| | Per Occurrence | \$500,000 |
| | Property Damage | \$100,000 |
| | Medical Payments | \$1,000 |
| Crime | 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 |
| Cyber Insurance | 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 |
| Professional Liability | Each Claim/Wrongful Act | \$1,000,000 |
| | General Aggregate | \$2,000,000 |
| Terrorism | Access/use of water, electric or gas utilities | \$5,000,000 |
| | Special events | \$1,000,000 |
| Aviation | Each Occurrence | \$5,000,000 |
| | Automobile Liability | \$1,000,000 |

| | | |
|---------------------------------------|---------------------------------|-------------|
| | Pollution Liability (FBOs Only) | \$1,000,000 |
| Liquor | Each Occurrence | \$1,000,000 |
| | General Aggregate | \$2,000,000 |
| Sexual Abuse & Molestation | Each Claim/Wrongful Act | \$1,000,000 |
| | General Aggregate | \$2,000,000 |

2.2.1 Did you review the Insurance Requirements? **[Required]** **[Single Choice]**

(Yes) / (No)

2.3 Section 3: Required Bid Submittals

3.1 Bid Submittal Requirements:

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

- A. Bid Form – Bidder must submit their completed and signed Bid Form
- B. Bidder Qualification Information Form, including References. Failure to provide satisfactory references will result in the bid being deemed non-responsive.
- C. Georgia Security and Immigration Compliance Act of 2006 form.
- D. Contractor Affidavit and Agreement form.
- E. Subcontractor Affidavit form. An indication of "N/A" for "not applicable" must be noted as appropriate.
 - a. *If a Contractor/Subcontractor will not be performing any services under this contract, the Contractor/company submitting the bid MUST also complete, sign, date, and have both Affidavit forms notarized and make proper notation of "N/A" - Not Applicable.*
 - b. *CCWA cannot consider any bid 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 Bidders 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).
- 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. Bidder's 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 Bidders, Bid Form and Specifications sections.
- N. All addenda issued.

3.2 Required Post Award Submittals:

The following is required from the successful bidder:

- 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

2.4 Section 4: Bid Form

Bid of _____ (Hereinafter "Bidder"), organized and existing under the laws of the State of _____, doing business as _____ (insert "a corporation," "a partnership," or "an individual" or such other business entity designation as is applicable). To the Clayton County Water Authority (hereinafter "Owner").

In compliance with the Request for Bids, Bidder hereby proposes to perform all Work for **Wet Well Cleaning and Disposal Services Annual Contract** in strict accordance with the Contract Documents as enumerated in the Request for Bids, within the time set forth therein, and at the prices stated below.

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

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

CONTRACT EXECUTION:

The undersigned Bidder agrees, if this bid 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 bid and within the times indicated herein and in accordance with the other terms and conditions of the Documents.

Bidder accepts the terms and conditions of the Documents.

CONTRACT TIME:

Bidder hereby agrees to commence work by executing the agreement within fourteen (14) calendar days of Notice of Award or as specified by CCWA. The contract shall be completed within ninety (90) calendar days from the Notice to Proceed. The Contractor and Owner recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the Owner, as liquidated damages the amount of three hundred (\$300.00) dollars per calendar day for each and every day or part of a day thereafter that said work remains substantially incomplete.

PAYMENT TERMS:

Payment terms are Net 30 days after receipt of an invoice and acceptance of the work by CCWA.

ADDENDA:

Bidder acknowledges receipt of all Addenda.

Bid Cost to be submitted on the Bonfire Portal.

Submitted by:

(NAME OF BIDDER)

By: _____

(SIGNATURE)

(TITLE)

(DATE)

(ATTEST) _____ (SEAL)

2.4.1 Bid Form [Required] [PDF]

(Vendor file uploads)

2.4.2 2026-WR-08 Wet Well Cleaning and Disposal Services Annual Contract (Bid Table 1)
[Required]

Required Bid Items

| Description | Amount (Per Ton) | Total Cost |
|----------------------------|------------------|------------|
| Waste Removal and Disposal | | |

2.4.3 2026-WR-08 Wet Well Cleaning and Disposal Services Annual Contract (Bid Table 2)
[Required]

Required Bid Items

| Description | Hourly Rate | Total Cost |
|------------------|-------------|------------|
| Equipment Rental | | |

Optional Bid Items

| Description | Hourly Rate | Total Cost |
|------------------------------------------|-------------|------------|
| Emergency Service - During Regular Hours | | |
| Emergency Service - During After Hours | | |

2.4.4 Total Bid Amount [Required] [Number]

(Vendor number input)

2.5 Section 5: Georgia Bid Bond (Not Required)

Please see files for all forms.

2.6 Section 6: Bidder Qualification Information

2.6.1 COMPANY NAME OF BIDDER [Required] [Text]

(Vendor text input)

2.6.2 NUMBER OF YEARS IN BUSINESS [Required] [Text]

(Vendor text input)

2.6.3 BUSINESS ADDRESS OF COMPANY [Required] [Text]

(Vendor text input)

2.6.4 TELEPHONE NUMBER [Required] [Number]

(Vendor number input)

2.6.5 POINT OF CONTACT NAME [Required] [Text]

(Vendor text input)

2.6.6 POINT OF CONTACT EMAIL ADDRESS [Required] [Text]

(Vendor text input)

2.6.7 COMPANY TAX ID NUMBER [Required] [Text]

(Vendor text input)

2.6.8 COMPANY WEBSITE [Optional] [Text]

(Vendor text input)

2.6.9 NAME OF PRINCIPAL OFFICERS [Required] [Text]

(Vendor text input)

2.6.10 ENTITY TYPE [Required] [Single Choice - Radio]

(Individual/Sole Proprietor) / (Employee Owned Company) / (Privately Held Corporation/LLC) / (Partnership) / (Publicly Owned Company) / (Attorney) / (Other)

2.7 Contractor Affidavit and Agreement

Please see files for all forms.

2.7.1 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006 [Required] [PDF]

(Vendor file uploads)

2.7.2 CONTRACTOR AFFIDAVIT AND AGREEMENT FORM [Required] [PDF]

(Vendor file uploads)

2.7.3 SUBCONTRACTOR AFFIDAVIT AND AGREEMENT FORM [Optional] [PDF]

(Vendor file uploads)

2.8 Small Local Business Enterprises (SLBE) – General Information

8.1 Clayton County Water Authority implemented a 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 the limits set forth by the SBA for the firm's corresponding NAICS Code as seen on the Excel Spreadsheet Current version effective March 17, 2023 of SBA Small Business Size Standards list: <https://data.sba.gov/dataset/small-business-size-standards>
- 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 is listed on the Reciprocal Certification Application; <https://www.ccwa.us>.

To encourage participation in contracting regardless of company size, the Authority provides bidders with Solicitation Incentives to ensure that small businesses maintain a competitive advantage in the Authority's solicitation process. The Authority's three Solicitation SLBE Incentives; Bid 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 (Bid Discount or Preference Points) for Prime Contractors in the solicitation and provide instructions or requirements of the intended SLBE Incentive. The use of Certified CCWA SLBE Firms as subcontractors will not establish eligibility to receive Bid Discounts or Preference Points. This solicitation offers the following SLBE Incentive:

Bid Discount

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

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

- 10% for SLBE's in Clayton County.
- 7% for SLBE's within the 10 counties: Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale, and Spalding.

Example: A \$100,000 bid with a 10% bid discount would be evaluated at \$90,000. However, \$100,000 would be paid to the successful Proponent.

8.3 SLBE Conclusion

By signing the solicitation, the Proponent/Bidder is certifying that he/she has complied with the requirements of this program. Contact the Small Business Procurement Coordinator at ccwa_slbe_program@ccwa.us for more information on becoming certified.

8.4 Solicitation SLBE Required Form(s)

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

2.8.1 Is the Bidder a CCWA certified SLBE? **[Required]** **[Single Choice]**

(Yes) / (No)

2.8.2 CCWA SLBE Certification Letter **[Optional]** **[PDF]**

(Vendor file uploads)

2.9 References

Please see files for all forms.

2.9.1 References **[Required]** **[PDF]**

(Vendor file uploads)

3. Division 3 - Contract Forms

3.1 Agreement Form Draft

STATE OF GEORGIA
COUNTY OF CLAYTON

AGREEMENT FOR ONGOING 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 **Wet Well Cleaning and Disposal Services Annual Contract** 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 Bid package.

2. **COMPENSATION.** The Authority shall pay to the Contractor the prices stipulated in the Bid dated **Jul 16 2026, 03:00 PM EDT**, 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 Bid 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 fourteen (14) 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 ninety (90) calendar days. The Contractor and Authority recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by the Authority if the Work is not completed on time. Accordingly, instead of requiring such proof, Authority and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the Authority, as liquidated damages the amount of \$500 per calendar day for each and every day or part of a day thereafter that said work remains substantially incomplete.

a) Unless otherwise specified in the applicable PO, termination of this Agreement shall not act to terminate or to cancel any PO which has been issued under this Agreement prior to the effective date of such termination of this Agreement. Any such issued PO shall remain in effect and governed by the terms and conditions of this Agreement until such time as the project or engagement initiated by such PO is completed, as determined by the Authority, or is terminated.

4. **LUMP SUM WORK:** Payment for Lump Sum work shall cover all work specified or shown in the Contract Documents and shall be compensation in full for furnishing all supervision, labor, equipment and materials to complete the work. Once the work commences the Authority shall make Progress Payments to the Contractor on a monthly basis. The Contractor shall submit an Application for Payment for the period ending the 15th day of the

month. Each Application for Payment must be submitted to Authority on or before the 20th day of each month in such form and manner, and with such supporting data and content as the Authority may require. Per Georgia Code Section 13-10-2, Authority will withhold a 10% retainage on each and every Application for Payment until such time as the value of the contract (including change orders) exceeds 50%; and as long as completion and progress of the work is acceptable to the Authority. If after reaching 50% completion of the value of the contract, the Authority's representative has determined that the work is unsatisfactory or has fallen behind schedule, then retainage will resume at the previous level of 10%. The Contractor may submit a request for release of retainage 30 days after the completion and final acceptance of the Project, and upon receipt of all necessary documentation including, but not limited to, a final affidavit and release of surety.

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 given in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve 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 an 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 Goods 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, or 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: Procurement 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.

3.1.1 Do you agree with the CCWA Terms and Conditions? **[Required]** **[Single Choice]**

(Yes) / (No)

3.2 Non-Collusion Certificate

Please see files for all forms.

3.2.1 Non-Collusion Form **[Required]** **[PDF]**

(Vendor file uploads)

3.3 Certification of Absence of Conflict of Interest

Please see files for all forms.

3.3.1 Certification of Absence of Conflict of Interest Form **[Required]** **[PDF]**

(Vendor file upload)

3.4 2024 W9

Please see files for all forms.

3.4.1 2024 W9 **[Required]** **[PDF]**

(Vendor file uploads)

3.5 Vendor Information Form

Please see files for all forms.

| |
|--------------------------------------------------------------|
| 3.5.1 Vendor Information Form [Required] [PDF] |
| <i>(Vendor file uploads)</i> |

3.6 Business License

| |
|-------------------------------------------------------|
| 3.6.1 Business License [Required] [PDF] |
| <i>(Vendor file uploads)</i> |

4. Division 4 - Specifications

4.1 General Requirements

Scope of Work

Bidder must clean grease and grit from the below described wastewater wet wells. All materials must be properly disposed and the Contractor must supply completed manifest. No material cleaned from CCWA wet wells is disposed of at CCWA facilities. Currently the material cleaned out from CCWA wet wells are disposed of at the Pine Ridge Landfill, located at 105 Bailey Jester Road, Griffin GA 30223, phone number 478-750-0265. Contractors' entry to CCWA property must be escorted by CCWA staff during the approved work schedule, which usually takes place from Monday through Friday between the hours of 7:30 a.m. and 4:30 p.m. The Contractor may setup the day of the week for which services can be performed. CCWA will select the sites for which the services will be performed on an as needed when needed basis.

The quantities shown below are estimated quantities for bid evaluation purposes only. Actual quantities are uncertain. No quantities are guaranteed and are not intended as such. CCWA reserves the right to purchase services on an as needed when needed basis.

| Wet Well/ Description | Location | Maximum Estimated Frequency | Depth | Gallons |
|-------------------------------|----------------------------------------------------|-----------------------------------|---------|------------------------|
| 1. Casey Influent #1 | 688 Flint River Road, Jonesboro, GA 30238 | 1/Year | 24 feet | 12,375 |
| 2. Casey Influent #2 | 688 Flint River Road, Jonesboro, GA 30238 | 1/Year | 24 feet | 18,563 |
| 3. Casey Scum Concentrator | 688 Flint River Road, Jonesboro, GA 30238 | 1/Week-1500 Gallon Tank | N/A | 78,000 |
| 4. Jackson Influent | 9740 Thomas Road, Jonesboro, GA 30236 | 1/Year | 30 feet | 14,175 |
| 5. Northeast Influent | 6900 Old Macon Hwy, Rex, GA 30273 | 1/Year | 27 feet | 20,800 |
| 6. Shoal Creek Influent | 301 Hampton, Road, Hampton, GA 30228 | 2/Year | 19 feet | 2 x 11,250 = 22,500 |

| | | | | |
|-------------------------------------------------|------------------------|---------|---------|----------------|
| 7. Wastewater Lift Stations | ** See Exhibit A ** | 10/year | 22 feet | 35,000 |
| 8. Other Locations as Needed | TBD | TBD | TBD | TBD |
| Yearly Estimated Total Number of Gallons | | | | 201,413 |

*** All 43 wastewater lift stations are located within a 20-mile radius of the City of Jonesboro (See Exhibit A). We will require cleaning of three (3) sites per trip for these stations. Each station will need an estimated 1,165 gallons of material cleaned and disposed for a total of 3,495 gallons per trip. Approximate total yearly for lift stations is 35,000 gallons.*

Due to the location of some of our lift stations, access constraints may require different size equipment and longer hoses to provide the services as required. It is the contractor's responsibility to inform themselves of such constraints and take that into consideration when submitting a bid.

Exhibit A

List of CCWA Lift Stations

| | Station | Address |
|----|----------------|-----------------------|
| 1 | Advantages | 630 Garden Walk Blvd |
| 2 | Arrowhead | 240 Arrowhead Blvd |
| 3 | Atlanta | 3968 Gilbert Road |
| 4 | Atlanta Beach | 2300 Hwy 138 SE |
| 5 | Brown Road | 9432 Brown Road |
| 6 | C.C.F.D. | 7810 Hwy 85 |
| 7 | Cecilia Circle | 102 Cecilia Circle |
| 8 | Cedar Hill | 6935 Cedar Hill Court |
| 9 | Claude Ct | 9170 Claude Court |
| 10 | Creekstone | 1595 Beckworth Lane |
| 11 | Cristi Ct | 345 Cristi Court |
| 12 | Feegan Woods | 1737 Berry Drive |

| | | |
|----|-----------------|--------------------------|
| 13 | Freeman Estates | 2237 Allman Dr. |
| 14 | Hastings Manor | Site under construction |
| 15 | Gov. Circle | 1383 Government Circle |
| 16 | Justice Center | 9151 Tara Boulevard |
| 17 | Keswick Estates | 277 Layfield Drive |
| 18 | LaCosta | 11200 Gulf Port Court |
| 19 | Landings | 644 Milestone Drive |
| 20 | London Ct | 8895 London Court |
| 21 | Lovejoy Rd | 1751 East Lovejoy Road |
| 22 | Minnow Rd | 4062 Minnow Road |
| 23 | Mundys Mill | 9652-B Fayetteville Road |
| 24 | Northlake | North Lake Drive |
| 25 | O'Hara | 7637 Crimson Court |
| 26 | Panhandle | 12242-B Centerra Drive |
| 27 | Patriots Point | 9840 Musket Ridge Circle |
| 28 | Peachtree Glenn | 3899 Panola Road |
| 29 | Pinto Trail | 1640 Pinto Trail |
| 30 | Reeves Creek | 300 Speer Road |
| 31 | Rex Ridge | 5778 Rex Ridge Loop |

| | | |
|----|---------------|-------------------------|
| 32 | Rivercrest | 582 Fielding Court |
| 33 | Rum Creek | 1915 Walt Stephens Road |
| 34 | Spivey Club | 8416 Members Drive |
| 35 | Stillwater | 1938 Water Crest Drive |
| 36 | Sunnybrook | 1456 Sunnybrook Drive |
| 37 | Tara Bend | 949 Tara Bend |
| 38 | Tara Blvd | 199 Tara Boulevard |
| 39 | Walnut Creek | 12000 S.L.R. Road |
| 40 | Whaleys Lake | 210 Whaley's Lane |
| 41 | Wright Circle | 7705 Wright's Circle |
