



REQUEST FOR BIDS

HOUSEHOLD HAZARDOUS WASTE (AMNESTY) DAY

Bid Number: 2019-SW-01

JANUARY 2019

Bid Opening:

**Tuesday, February 5, 2019 at 3:00 p.m. local time
1600 Battle Creek Road, Morrow, GA 30260**

**Mandatory Pre-Bid
Meeting and Site Visit:**

**Wednesday, January 16, 2019 at 3:00 p.m. local time
W.B. Casey Water Reclamation Plant
688 Flint River Road, Jonesboro, GA 30238**

This procurement has a SLBE bid discount

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Division 1

General Information

Section 1: Request for Bids

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

Name of Project: **Household Hazardous Waste (Amnesty) Day**

The Clayton County Water Authority (CCWA) will open sealed bids from qualified contractors at its offices located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Tuesday, February 5, 2019 at 3:00 p.m. (local time)** for Household Hazardous Waste. Any bids received after the specified time will not be considered.

A Mandatory Pre-Bid meeting followed by a Mandatory Site Visit will be held at W.B. Casey Water Reclamation Plant, located at 688 Flint River Road, Jonesboro, GA 30238, on **Wednesday, January 16, 2019 at 3:00 p.m. (local time)**.

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

In an effort to promote responsible environmental practices the 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 insure email transmittals can be made. A hardcopy bid package can also be requested at a cost of \$25.

Clayton County Water Authority

John Chafin, Chairperson

END OF SECTION

Division 1

General Information

Section 2: General Overview

2.1 Purpose

The Clayton County Water Authority (CCWA) intends to contract the services of an experienced, qualified contractor to establish and operate a household hazardous waste collection facility at the W.B. Casey Water Reclamation Plant, located at 688 Flint River Road in Jonesboro, GA for the 12-month period from **April 1, 2019 – March 31, 2020**.

The contract is for a one-day event, usually occurring the fourth (4th) Saturday in April, however, CCWA reserves the right to negotiate the date for the renewal years. Waste collection day under this contract is scheduled on **Saturday, April 27, 2019**. Collection period shall be from 10:00 a.m. to 2:00 p.m. (local time).

This contract may be extended for a second and not to exceed third year by mutual consent from both parties at the existing terms, conditions and bid prices.

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

2.2 Bid Evaluation

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

All items and estimated quantities shown on the Bid Form are our best estimate on annual requirements and will be used for evaluation purposes only. CCWA will not guarantee any minimum or maximum quantities during the contract term.

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.

Division 1

General Information

Section 2: General Overview

2.3 Addendum

Bidders may submit questions regarding this contract prior to the bid opening. To be considered, all questions must be received **by 3:00 p.m. (local time) on Tuesday, January 22, 2019** by email at CCWA_Procurement@ccwa.us. Any and all responses to bidders' questions will be issued in the form of an Addendum by email. All addenda issued shall become part of the Bid Documents.

END OF SECTION

Division 2

Bid Requirements

Section 1: Instructions to Bidders

These instructions are to be followed by every entity bidding 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. All requests for interpretations of specifications must be made in writing as instructed in this document not later than five (5) business 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 bid 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

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Bid Requirements

Section 1: Instructions to Bidders

must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire bids may not be deemed proprietary.

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

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Bid Requirements

Section 1: Instructions to Bidders

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 bid all items. All items may be considered separately, at the discretion of the CCWA.
12. Bidders for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the bid envelope and must enclose copies of any required license with the bid.
13. 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.
14. Bids shall not be withdrawn or cancelled by the bidder past the bid opening date and time. The bidder may make modifications/corrections to the bid by submitting a corrected seal bid but only if the change is prior to the bid opening. The corrected document should be clearly marked that it supersedes the bid originally submitted. No modification or corrections will be allowed subsequent to the bid opening.
15. 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.
16. 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 withdrawal of the bid.
17. Copies of all communication pertaining to bids must be sent to the Contracts, Compliance and Risk Management Section.

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Bid Requirements

Section 1: Instructions to Bidders

18. 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. The CCWA is exempt from federal or state sales taxes; do not include such amounts in the bid. Exemption certificates are furnished upon request.
19. 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.
20. 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. The Bidder shall retain title for the risk of transportation, including filing for loss or damage. In case of critical need, if the successful bidder cannot deliver the goods upon the Authority's urgent demands, the Authority reserves the right to pick up the goods from the bidder at a discount,
21. Quantities when shown are estimates only, based on anticipated needs. The CCWA does not guarantee any minimum or maximum quantities under this bid/contract. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a bidder intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Bid Form. Otherwise, none will be assumed.
22. 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.
23. 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 Contractor.
24. The successful bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
25. The Contract between the CCWA and the Contractor 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.

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Bid Requirements

Section 1: Instructions to Bidders

26. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the bid guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible vendor, or the work may be re-advertised or constructed by the CCWA.
27. Any Contract and Contract Bonds shall be executed in duplicate.
28. Award of this bid shall be by action of the CCWA Board at its regular monthly meeting.
29. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the amount 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.
30. 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.
31. 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 the Authority's best interest (at its sole discretion) to split the award, the bid award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be invited to attend the coin toss at a stated date and time. One or more witnesses from both CCWA Procurement and the Request Department may be present. A simple coin toss (called by the vendor listed first in the alphabet) will break the tie and decide the award.

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Section 1: Instructions to Bidders

32. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the CCWA in evaluating the bid package submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible bid:
- a. Ability of bidder to perform in the time frame needed by the CCWA.
 - b. Reputation of the bidder in its industry.
 - c. Reasonableness of the bid in relation to anticipated costs.
 - d. Ongoing relationships with the CCWA based on above-average prior performance of work with the Authority.
 - e. Preference for local vendors where there is no significant variance in price or service.
33. Bidders are notified that the Authority reserves the right to include among the factors considered in awarding the contract the proximity of each bidder's place of business to any affected Authority facility. The Authority 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) the Authority'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 the Authority 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 the Authority in defending against any such claim.
34. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority and women-owned businesses. Bidders are encouraged to solicit minority and women-owned businesses whenever they are potential sources.
35. 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.

The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises Information is available online at:

<http://www.dot.ga.gov/doingbusiness/dbePrograms/Pages/default.aspx>.

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Bid Requirements

Section 1: Instructions to Bidders

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

36. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful 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 bid and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor 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

Bid Requirements

Section 2: Risk Management Requirements

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

CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

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Bid Requirements

Section 2: Risk Management Requirements

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

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

Division 2

Bid Requirements

Section 3: 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.
- B. Bidder Qualification Information Form.
- C. References. Provide a list of five (5) municipalities having employed your services for Household Hazardous Waste Collection event since 2014 and a **current reference contact**.
- D. Georgia Security and Immigration Compliance Act of 2006 form.
- E. Contractor Affidavit and Agreement form.
- F. Subcontractor Affidavit form.

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.

Clayton County Water Authority (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.

- G. License to handle, haul, and dispose of hazardous waste.
- H. Provide a Site Health and Safety Plan.
- I. Provide information on fines paid for violation of any Federal, state and local requirements over the last five years. This must include a description of the fine, case number, and resolution.

Division 2

Bid Requirements

Section 3: Bid Submittals

- J. Provide certification of contractor's personnel's training completion under OSHA 29CFR 1910.120 (HAZWOPER).
- K. Any other items as required in the RFB documents including, but not limited to, the items contained in the Instructions to Bidders.
- L. Addenda (if any).

END OF SECTION

Division 2

Bid Requirements

Section 4: Bid Form

Bid of _____

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

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

In compliance with the Request for Bids, Bidder hereby proposes to perform all Work for **Household Hazardous Waste (Amnesty) Day** 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.

Total amounts are products of the unit prices multiplied by the estimated quantities. In the event of a conflict between the amounts and the unit prices, the unit prices shall govern. The work under this contract will be offered to the successful low Bidder on an "as needed, when needed" basis. CCWA guarantees no minimum or maximum quantities, and additionally reserves the right to purchase more or less at the unit price based on actual need.

CONTRACT EXECUTION: The undersigned Bidder agrees, if this Bid is awarded, to enter into an Agreement with the Authority on the form included in the Bid Documents to perform and furnish work as specified or indicated in the Bid Documents for the contract price derived from the Bid and within the contract times indicated in the Agreement, and in the accordance with the other terms and conditions of the Bid Documents. Bidder accepts the terms and conditions of the Bid Documents.

INSURANCE: Bidder further agrees that the bid amount(s) stated herein includes specific consideration for the specified insurance coverage.

PAYMENT TERMS: Payment terms are net 30 days after the annual event, upon receipt of a detailed invoice and delivery of Certificate of Disposal.

ADDENDA: Bidder acknowledges receipt of the following Addenda: _____

Division 2

Bid Requirements

Section 4: Bid Form

BID: The undersigned proposes to complete, in all respects, sound, complete and conformable with this Contract Document the work for the amounts as shown below on the Bid Form. The quantities shown are for evaluation purposes only. Actual quantities are uncertain. No quantities are guaranteed and are not intended as such.

#	ITEM	Primary Method of Disposal ⁽¹⁾	Estimated Quantity ⁽²⁾ (LBS)	UNIT PRICE Per Pound	EXTENDED AMOUNT
1	Base Oil based paint, stains, thinners and paint strippers, solvents and varnishes, wood preservatives	Fuels Blending	27,000		
2	Aerosol/spray paint	Fuels Blend/ Incineration	2,500		
3	Latex and water-based paints	Treatment	27,000		
4	Mercury Mercury salts and elemental mercury thermometers, thermostats, and other mercury containing items	Retort/Recycle	500		
5	Fluorescent bulbs and ballasts	Recycle	2,500		
6	Lawn care products Poisons, insecticides, weed killer and pesticides, Aerosol/spray pesticides	Incineration	9,000		
7	Automotive Products Motor Oil, Engine Degreaser, Brake Fluid, Transmission Fluid, Antifreeze, etc.	Fuels Blending	10,000		
8	Cleaners, Corrosives, Spot Removers, Acids and Bases	Treatment	3,000		
9	Oxidizers	Incineration	9,500		
10	Flammables Lighter Fluid and Waste Fuels (As Kerosene, Gasoline, Diesel, etc.)	Fuels Blending	7,000		
11	Batteries Household and Rechargeable	Recycle	1,200		
12	Auto Batteries	Recycle	500		
13	Cooking Grease	Fuels Blend	500		
14	Propane Cylinders	Recycle	1,500		
15	Fire Extinguishers	Landfill	600		

Division 2

Bid Requirements

Section 4: Bid Form

#	ITEM	Primary Method of Disposal ⁽¹⁾	Estimated Quantity ⁽²⁾ (LBS)	UNIT PRICE Per Pound	EXTENDED AMOUNT
16	Chlorinated Solvents	Fuels Blending	500		
17	Pharmaceuticals	Incineration	1,200		
OTHER CHARGES:					
18	Mobilization charges, including all, equipment, supplies, transportation, insurance and/or additional charges. (Priced per each)	N/A	1		
19	Labor charges ⁽³⁾ , Provide enough personnel to accommodate a minimum of 200 vehicles per hour (Priced per each)	N/A	20		

TOTAL EXTENDED BID AMOUNT	\$
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- ⁽¹⁾ If primary method of disposal is different from what is listed, please provide method.
- ⁽²⁾ Quantities provided are an average of items collected during the 2016, 2017, and 2018 events.
- ⁽³⁾ CCWA requires a minimum of 20 qualified personnel to properly staff this event.

If the Bidder is certified as a Small Local Business Enterprise (SLBE) with CCWA, the CCWA SLBE Certification number must be entered below, as well as the County where the business is located in.

CCWA SLBE Certification No. _____ County: _____

Bid Discount % (please check one): 10% 7.5% N/A (Not a SLBE)

Submitted by: _____
(COMPANY NAME OF BIDDER)

Division 2

Bid Requirements

Section 4: Bid Form

Submitted by:

COMPANY NAME OF BIDDER: _____

By: (OFFICER NAME) _____

SIGNATURE: _____

TITLE: _____

COMPANY ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PHONE NUMBER: _____

WEBSITE: _____

EMAIL ADDRESS: _____

LICENSE NUMBER (If applicable): _____

DATE: _____

END OF SECTION

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

COMPANY NAME OF BIDDER: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

WEBSITE: _____

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

Bid Requirements

Section 6: Bidder Qualification Information

REFERENCES

LIST AT LEAST 5 MUNICIPALITIES HAVING EMPLOYED YOUR SERVICES FOR SIMILAR CONTRACTS IN THE PAST 5 YEARS:

OWNER: _____
CONTACT NAME: _____
PHONE NUMBER: _____
ADDRESS: _____

OWNER: _____
CONTACT NAME: _____
PHONE NUMBER: _____
ADDRESS: _____

OWNER: _____
CONTACT NAME: _____
PHONE NUMBER: _____
ADDRESS: _____

OWNER: _____
CONTACT NAME: _____
PHONE NUMBER: _____
ADDRESS: _____

OWNER: _____
CONTACT NAME: _____
PHONE NUMBER: _____
ADDRESS: _____

END OF SECTION

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

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

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

Contractor _____
Authorized Signature: _____
Name: _____
Title: _____
Date: _____

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE _____ DAY OF _____ 20_____.

Notary Public

My Commission Expires

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____
20____.

Notary Public

My Commission Expires

Division 2 **Bid Requirements**

Section 8: Small Local Business Enterprise Program – General Information

8.1 Program Overview

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

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

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

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

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

Division 2

Bid Requirements

Section 8: Small Local Business Enterprise Program – General Information

from a non-SLBE and simply resell them will be considered in determining if the SLBE is performing a commercially useful function.

Participation in the SLBE program is not a requirement to participate in contracting with CCWA. The use of an SLBE is a requirement when bid discounts are to be sought. The Bidder will be required to complete the required forms as outlined in the following section.

8.2 Overview of Bid Discount

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

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

Bid Discounts will be applied to CCWA certified SLBE prime bidders only. *The use of certified SLBE sub-contractors will not establish eligibility to receive Bid Discounts.* Depending on the bidder's location, Bid Discounts will range between 7.5% and 10%.

The calculation of SLBE bid discounts shall be as follows:

There will be an applied tiered discount to bids based on what county the SLBE business is located.

- 10 percent for SLBE's in Clayton County.
 - 7.5 percent for SLBE's within the next surrounding 10 counties (Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding).
- (1) Discounts are given to Bidders who are SLBE prime bidders only.
 - (2) In the event of a tie bid between a discounted bidder and a non-discounted bidder, the discounted bidder (SLBE) will be recommended for the contract.

By signing the bid, the bidder is certifying that he/she has complied with the requirements of this program. Please contact Contracts, Compliance and Risk Management at ccwa_slbe_program@ccwa.us for more information on CCWA's SLBE Program or visit our website at www.ccwa.us.

END OF SECTION

Division 3

Contract Forms

Section 1: Agreement Form

**STATE OF GEORGIA
COUNTY OF CLAYTON**

**AGREEMENT FOR SINGLE PURCHASE
OF GOODS AND SERVICES**

This Agreement made and entered into this _____ day of _____, 2019, for **Household Hazardous Waste (Amnesty) Day**, between the **CLAYTON COUNTY WATER AUTHORITY** (hereinafter "the Authority") and _____ (hereinafter "the Contractor"), witnesseth:

WHEREAS, the Authority is contracting with the Contractor for the provision of certain goods and services described below for the term specified herein;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES:** The Contractor shall provide the following goods and services to the Authority:

GOODS:

Any and all items needed to complete the work as described in the bid dated _____, including but not limited to labor, equipment, and incidental supplies necessary to fully complete the work as indicated in the bid document referred to above, a copy of which is attached and incorporated into this contract.

SERVICES:

This contract work will consist of all services as described and outlined in the Request for Bid dated **January 2019**, a copy of which is attached and incorporated into this contract.

2. **COSTS:** The Authority shall pay the Contractor the prices as stipulated in the Bid Form hereto attached as full compensation relative to the bid dated _____, and above described services. The Authority reserves the right to purchase more or less and on an as needed when needed basis based on actual need during the contract term. The Authority will not guarantee any minimum or maximum quantities during the contract term. The Authority shall pay the Contractor net 30 days after the annual event, upon receipt of a

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Contract Forms

Section 1: Agreement Form

detailed invoice and delivery of Certificate of Disposal. Payment will be made via US Mail.

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the **1st day of April, 2019**. The Agreement shall remain in effect until **March 31, 2020**.
5. **RENEWAL PROVISIONS:** The contract may be extended for a second and/or third year by mutual written consent from both parties at the existing terms and conditions.
6. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects as follows:
 - (a) Shall be performed as stipulated in this document.
 - (b) Shall be performed by workmen experienced in and capable of doing the kind of work assigned.

The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to the Authority.

7. **WARRANTY ON GOODS PROVIDED:** The Contractor warrants its goods as follows:

All equipment, materials, and supplies provided by the Contractor shall be first class, standard and thoroughly adequate for the work for which it will be used. Furthermore, the Contractor warrants that goods ordered to manufacturers 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; and that all goods are merchantable, of good material and workmanship, and free from defect. Such warranties, together with the Contractor's service warranties and guarantees, if any shall survive inspection, test, acceptance of, and payment for the goods and 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. The rights and

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Contract Forms

Section 1: Agreement Form

remedies of the Authority concerning latent defects shall exist indefinitely and shall not be affected in clause. The Authority may, at its option, and in addition to other remedies available at law, either (i) return 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 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 the paragraph 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

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Section 1: Agreement Form

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. **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.
11. **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

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Contract Forms

Section 1: Agreement Form

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.

12. **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. The Contractor shall defend, indemnify, and hold the Authority harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the Authority. The Contractor, and any subcontractors used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the Authority's request, the Contractor shall furnish to the Authority certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the Authority ten (10) days; prior written notice of cancellation of the coverage.

Division 3

Contract Forms

Section 1: Agreement Form

13. **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.
14. **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

Division 3

Contract Forms

Section 1: Agreement Form

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.
15. **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.
16. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
17. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the Authority, as

Division 3

Contract Forms

Section 1: Agreement Form

the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.

18. **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.

SIGNATURES ON NEXT PAGE

Division 3

Contract Forms

Section 1: Agreement Form

IN WITNESS WHEREOF this _____ day of _____, 2019,
said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CLAYTON COUNTY WATER AUTHORITY

BY:

H. BERNARD FRANKS

TITLE: General Manager

[Corporate Seal]

ATTEST:

DATE: _____

CONTRACTOR

BY:

TITLE: _____

[Corporate Seal]

ATTEST:

Name – Corporate Secretary

DATE: _____

Division 3

Contract Forms

Section 1: Agreement Form

EXHIBIT A

RISK MANAGEMENT REQUIREMENTS

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

CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

Division 3

Contract Forms

Section 1: Agreement Form

EXHIBIT A

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

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

END OF SECTION

Division 3

Contract Forms

Section 4: Non-Collusion Certificate

STATE OF _____, COUNTY OF _____

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

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

_____ in proposing or procuring the Contract with the Clayton County Water Authority on the following Project: **Household Hazardous Waste (Amnesty) Day**, and that said _____

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

ATTEST: By: _____
Bidder

By: _____ By: _____
Name Name

Title: _____ Title: _____

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

Notary Public: _____ My Commission expires: _____

END OF SECTION

Division 4

Specifications

Section 1: General Requirements

1.1 Scope of Service

The successful bidder must provide materials and labor as specified to establish and operate a household hazardous waste collection facility at the W.B. Casey Water Reclamation Facility located at 688 Flint River Road in Jonesboro, GA on **Saturday, April 27, 2019**. Collection period shall be from 10:00 a.m. to 2:00 p.m. (local time).

1.2 Bid Item Description

Items #1 – 17 represent the variety of materials that are expected to be collected, sorted, packaged, and properly transported offsite and disposed of:

- Aerosol/spray pesticides
- Automotive products (motor oils, engine degreaser, brake fluid, transmission fluid, antifreeze, etc.)
- Aerosol/spray paint
- Automotive batteries
- Batteries (household and rechargeable)
- Chlorinated solvents
- Cleaners, corrosives, spot removers, acids and bases
- Cooking oil and grease
- Fire extinguishers
- Flammables [lighter fluid and waste fuels (kerosene, gasoline, diesel fuel, etc.)]
- Fluorescent bulbs and ballasts
- Insecticides
- Latex and water-based paints
- Lawn care products
- Mercury
- Mercury salts and elemental mercury thermometers
- Oil based paint and stains
- Oxidizers
- Pesticides
- Pharmaceuticals
- Poisons
- Propane cylinders
- Solvents and varnishes
- Thermostats and other mercury containing items

Division 4

Specifications

Section 1: General Requirements

- Thinners and paint strippers
- Weed killer
- Wood preservatives

Item #18 represents the fee/charges for vendor to provide equipment and materials to mobilize to the site in order to perform required tasks. Also includes all costs to collect, transport, and properly dispose of all items collected during the event.

Item #19 represents the technician charge for the vendor to provide necessary personnel to properly staff collection event. CCWA requires a minimum of 20 qualified technicians to staff this event. **Bidder must provide enough personnel to service a minimum of 200 vehicles per hour.**

1.3 Services and materials to be provided

- a) Provision of worktables, containers, labels, enough Visqueen to cover the entire oil and antifreeze bulking area and other areas as needed, roll-off dumpster liners, oil and antifreeze bulking drums/barrels (not bulk tanks) and consolidation equipment, material carts for moving, sorting and packaging of received waste materials.
- b) Emergency equipment and supplies for responding to spills, fire, or injuries to collection site personnel. This includes a fire extinguisher, eyewash, over pack drums, oil dry, and grounding clip for gasoline collection at each site.
- c) Loading and transporting of collected wastes to licensed disposal facilities.
- d) Provide sufficient qualified contractor personnel to set up and dismantle collection site, stage and remove containers, and identify, classify and pack all received waste materials. **Bidder must provide enough personnel to service a minimum of 200 vehicles per hour.**

1.4 Disposal Facilities

Include with the bid, a list of disposal facilities proposed to be used for the disposal of each category of waste and the method of disposal (fuel blending, incineration, recycling, fixation/landfills, etc.).

1.5 Preparation for the Event

The successful bidder must obtain information necessary for a site-specific emergency plan for the collection site. **The successful bidder must make**

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arrangement for their own material handling equipment (forklift, pallet jacks, etc.).

1.6 Facilities Provided

Clayton County Water Authority shall designate the collection site, provide site layout, and furnish volunteer personnel at the collection site for directing traffic.

1.7 Collection Site Operations

The successful bidder must set up the collection site the day before collection date, preferably in the afternoon. The contractor shall conduct a briefing prior to event opening with the collection personnel on safety practices, emergency procedures, use of personal protective equipment, and waste sorting criteria.

The successful bidder must provide an appropriate number of qualified chemists, technicians, and appropriate staff to lawfully receive, identify, sort, package, label, load and transport wastes received. **For this event, CCWA will require a minimum of 20 qualified personnel to expedite the process of material collection for this event.**

The successful bidder must ensure that a sufficient supply of containers will be available for the waste collected. After collection, sorting, and packaging of all Household Hazardous Waste for transportation, contractor must assume responsibility of waste. Waste Manifest forms must be generated upon the completion of waste collection. **All material collected must be removed from the collection site within 24 hours of the collection.**

The successful bidder must provide CCWA with Certificates of Disposal from the disposal facility. Documentation must be provided for all recycled and treated waste. Documentation must be provided on all disposals, recycling, and treatment facilities used in this effort to ensure the facilities are properly licensed.

1.8 Pricing

Bidder must price disposal cost for each category of collected waste on a per net pound basis. Other cost (setup, labor, transportation, etc.) must be priced on an appropriate unit basis. The CCWA will not guarantee any quantity of materials for disposal, and therefore reserves the right to pay for disposal of materials based on actual quantities. Additionally, the CCWA will not guarantee any minimum or maximum quantities.

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1.9 Previous Events

CCWA has hosted numerous “Household Hazardous Waste Amnesty Days” over the past several years. The past events have generated a variety of waste streams. The following table provides information, in pounds, on the amount of waste streams generated.

Items (pounds)	April 2013	April 2014	April 2015	April 2016	April 2017	April 2018
Latex Paint	32,000	34,400	27,300	20,400	30,800	29,600
Oil Paint	10,000	5,000	3,400	29,900	25,000	27,400
Aerosols	1,700	1,100	1,800	1,700	2,400	3,500
Pesticides/Herbicides/Poisons	1,800	1,000	2,700	5,900	8,000	11,400
Acids	6,000	3,600	3,600	13,300	10,300	14,200
Solvents/Cleaners/Flammable	6,000	3,000	2,900	6,400	8,300	7,100
Motor Oil/Anti-Freeze	9,800	8,100	9,200	7,600	8,800	13,000
Lights and Mercury	700	500	1,000	3,000	2,600	2,500
Grease and Pharmaceuticals	300	100	300		800	1,500
Batteries (Auto & Household)	600	200	600	1,000	1,100	2,100
Approximate Amount of Waste Generated (pounds)	88,600	57,000	52,800	89,200	98,100	112,300

1.10 Payment Terms

Payment terms are net 30 days after the annual event, upon receipt of a detailed invoice and delivery of Certificate of Disposal.

END OF SECTION