



REQUEST FOR PROPOSALS

PELLET (AGRI-PLUS 650) PURCHASE AGREEMENT (PROPOSALS)

2018-WR-12

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

APRIL 2018

Proposal Opening: Tuesday, May 22, 2018 at 3:00 p.m. (local time)
1600 Battle Creek Road, Morrow, GA 30260

Non-Mandatory
Pre-Proposal Meeting
and Site Visit: Thursday, May 10, 2018 at 3:00 p.m. (local time)
W. B. Casey Water Reclamation Facility
688 Flint River Road, Jonesboro, GA 30238

This procurement has SLBE Preference Points

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General Information

Section 1: Request for Proposals

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

Name of Project: Pellet (Agri-Plus 650) Purchase Agreement (Proposals)

The Clayton County Water Authority (CCWA) will open sealed proposals from qualified Buyers to market, transport and distribute pelletized biosolids trade named Agri-Plus 650 for beneficial use from CCWA's W.B. Casey Water Resource Recovery Facility (WRRF). The proposals will be opened at CCWA's Main Office located at 1600 Battle Creek Road, Morrow, Georgia 30260 on **Tuesday, May 22, 2018 at 3:00 p.m. (local time)** for **Pellet (Agri-Plus 650) Purchase Agreement (Proposals)**. Any proposals received after the specified time will not be considered.

A Non-Mandatory Pre-Proposal Meeting and Site Visit will be held on **Thursday, May 10, 2018 at 3:00 p.m. (local time)** at the W.B. Casey WRRF, located at 688 Flint River Road, Jonesboro, GA 30238.

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

Clayton County Water Authority

John Chafin, Chairman

END OF SECTION

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Project Description

Section 2: General Overview

2.1 Project Description

The Clayton County Water Authority (CCWA) is issuing this Request for Proposals (RFP) to receive proposals from qualified Buyers to market, transport and distribute pelletized biosolids for beneficial reuse. The pelletized product is sold as a fertilizer and is registered with the state of Georgia under the trade name "Agri Plus-650". The CCWA ("Seller") intends to sell this Class "A" biosolids meeting EPA's EQ standards (Exceptional Quality), including meeting the regulatory requirements for the state of Georgia at a price of dollars per dry ton. In addition, the current Buyer is located in the state of Florida and is also meeting the state of Florida regulatory requirements for Class "A" biosolids. The contract period will be for five (5) years, from October 1, 2018 through September 30, 2023.

The successful Buyer ("Buyer") will be responsible for any and all costs including but not limited to labor, equipment, and services associated with the marketing and distribution of the product. This work would include:

- A. Transportation needed to move the biosolids from CCWA's W.B. Casey WRRF (Water Resource Recovery Facility) located at 8890 Roberts Road Jonesboro, GA 30238.
- B. Any required marketing (promotion and sales agreements) to allow biosolids to be beneficially used.
- C. Off-site storage facilities if required to serve the various markets.
- D. Public relations, record keeping, and regulatory reporting requirements.
- E. Compliance with all applicable regulations.

2.2 Definitions

- A. Beneficial Use/Reuse:

The term "Beneficial Use" means using the biosolids for the benefit of the environment. For the purposes of this discussion and the development of the proposals, beneficial use can be generally defined as any lawful use of the product that will recognize a value in any or all of the characteristics of the biosolids. Such uses may include but are not necessarily limited to: use as a turf, sod, grass or ornamental nursery fertilizer, a component of soils or soil conditioner, bulk agriculture, or as an alternative fuel source.

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B. Bulk Density:

Bulk density is the weight of 1 cubic foot (cf) of material. CCWA's biosolids pellets are typically in the 40 – 50lb per cf range.

C. Class A:

Class A Biosolids are biosolids that meet the 40 CFR 503 criteria for Pathogen Reduction (PR) and Vector Attraction Reduction (VAR).

D. Dewatered Biosolids:

CCWA's dewatered biosolids are those biosolids which have been processed in the belt filter press system to remove the free water and pass a "paint filter" test for transportation purposes. CCWA's dewatered biosolids typically are in the 15% - 20% dry solids range.

E. Exceptional Quality (EQ):

Biosolids whose pollutant concentrations fall below the Pollutant Concentration limits identified in Table 2-1 of 40 Code of Federal Regulations (CFR) 503 are considered Exceptional Quality (EQ) when also meeting Pathogen Reduction and Vector Attraction Reduction criteria for Class A biosolids. CCWA's biosolids pellets typically meet all these criteria.

F. Pellets:

This term refers to the heat-dried biosolids pellets produced by CCWA and currently marketed under the name Agri-Plus 650.

G. Buyer:

The term "Buyer" means a single firm, company, or organization in which all parties are jointly and severally responsible and to which the Biosolids Marketing and Distribution Management contract will be awarded.

H. Request for Proposal(s):

The term "Request for Proposal(s)" or "RFP" means a solicitation of a formal sealed technical and cost proposal for specific services.

I. Responsive:

The term "Responsive" means a proposal is complete and adheres to all specifications and requirements, free of excisions or special conditions and has no alternative costs for items unless specifically requested in the RFP.

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J. Responsible:

The term “Responsible” means a Buyer who maintains a permanent place of business, has adequate equipment and staff to perform the work within the time limit established, and has adequate financial status to meet obligations contingent to the work.

2.3 Project Background

The Clayton County Water Authority (CCWA) owns and operates a municipal wastewater collection system and three separate Water Reclamation Facilities. Each of these facilities also process biosolids from residuals produced from within the treatment processes for ultimate disposal with the primary goal of 100% beneficial reuse. Included in these residuals are solids received from within our septage receiving station. Wastewater processed by the treatment works is primarily of domestic origin, but some industrial users discharge up to 2% into our collection system for treatment at the facility. A formal pretreatment program is fully implemented and in compliance with the NPDES permit. This biosolids management plan, as required by the NPDES permit, outlines the liquids and solids processes at the facility, how biosolids are managed to meet federal and state requirements, and how the biosolids program is operated.

2.4 CCWA Background

The W.B. Casey WRRF produces undigested primary and secondary sludges as part of the normal operation of the facility. Waste activated sludge (WAS) is thickened by dissolved air flotation (DAF) units. Thickened WAS (TWAS) is mixed with primary sludge (PS) in a sludge blend tank. The blended sludge is not digested prior to being dewatered by three belt filter presses (BFP) and the sludge cake is mixed with recycled product to bring the solids content up to 70 – 75%. The material is then discharged into two rotary kiln triple pass dryers that are fired with natural gas or fuel oil. Temperatures in these dryers run at 180 degrees Fahrenheit outlet and 600 – 1000 degrees Fahrenheit inlet. The material is then discharged from the dryer @ 95+ % solids and ready to be separated from the air stream by dual cyclone separators, screened then coated for dust control with a product called Dustrol before shipment. This method of solids treatment meets the requirements in the U.S. EPA 40 CFR Part 503 regulations as a “Process to Further Reduce Pathogens” (PFRP) and a method that produces a Class “A” biosolids product.

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2.5 Production Quantities

The Seller (CCWA) produces approximately 5,000 tons of dry sewage sludge per year or approximately 100 tons per week. The Seller's operations result in the dry sewage sludge being pelletized. The Buyer understands that a major consideration for the Seller entering into this Agreement with Buyer is Buyer's representation that it will make regular pickups of all of the Seller's pelletized product. These regular pickups of pelletized dry sewage sludge will be made at the Seller's W.B. Casey WRRF location. Should the Buyer, for any reason, fail to take regular delivery of the Seller's pelletized dry sewage sludge, the Seller shall be authorized, as agent for Buyer, to sell or give away that portion of its production not delivered to Buyer and may charge Buyer with the difference between the price which Seller obtains and the amount herein contracted to be paid by Buyer. It is the intent of this Purchase Agreement to require Buyer to purchase all of the Seller's production of pelletized dry sewage sludge. The Seller has limited storage capacity located at the Pelletizing facility and off-site storage may need to be provided by the Buyer. Notification to the Buyer will be given anytime 75% of the on-site storage capacity is utilized. Pellet quantities are determined by weight. Empty trucks entering the W.B. Casey WRRF and filled trucks leaving the facility are both required to be weighed on truck scales at the front of the Pelletizing Facility. A copy of the weight ticket is provided to the truck driver. A copy of the Bill of Lading is provided to the truck driver, CCWA and the Buyer. CCWA does not provide any biosolids storage facilities off the CCWA property.

2.6 Regulatory/Monitoring/Reporting Requirements

A. Regulatory: The Seller (CCWA) understands that, in order for the Buyer to dispose of the dry pelletized biosolids, all existing Federal and State requirements must be met regarding sludge quality. The Buyer represents that it is familiar with applicable rules, regulations and statutes with respect to the collection, transport, storage, cycling, process and disposal of sewage sludge. Buyer further represents and warrants to the Seller that it intends to comply fully with all applicable regulations with respect to the management and disposal of domestic sludges in a manner to insure protection of the environment and public health. The Buyer represents and warrants to the Seller that the Buyer shall comply with all applicable rules, regulations and statutes with respect to sludge disposal and to land application of domestic wastewater treatment sludge and indemnify and hold Seller harmless of any and all claims or cost arising by virtue of Buyer's disposal of the pelletized

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dry sewage sludge. To the extent that any State has reporting requirements with respect generators of processed domestic sludge, Buyer shall be responsible for all such filing requirements and shall indemnify and hold Seller harmless of any claims arising because of Buyer's failure to make the required reports.

- B. CCWA Monitoring: Under 40 CFR Part 503, pathogen reduction and vector attraction reduction for biosolids must be met prior to selling of the product. The Agri Plus biosolids are categorized as Class A as determined by the pathogen reduction. Agri Plus is also classified as exceptional quality (EQ) because our product meets: pollutant concentration limits in 40 CFR Part 503, one of the Class A pathogen reduction alternatives in 40 CFR 503.32(a), and one of the vector attraction reduction options in 40 CFR 503.33(b) (1) through (8). Pathogen reduction is met at the same time vector reduction is achieved. The waste is analyzed according to EPA guidelines in 40 CFR 261.24, which is a Toxic Characteristic Leaching Procedure (TCLP). The TCLP analysis determines which of the contaminants identified by EPA are present in the leachate and their concentrations. The analysis includes pH, paint filter, Total Petroleum Hydrocarbons (TPH), TCLP Metals, TCLP Volatiles, and TCLP Semi-Volatiles.
- C. CCWA Regulatory Reporting: All regulatory reporting required by CCWA's NPDES permit are submitted to the following regulatory authorities:
 - 1. Ga. EPD – Annual Biosolids Reporting
 - 2. Ga. Department of Agriculture: Biosolids Tonnage Reporting, Annual Fertilizer License Renewal
 - 3. EPA: Annual Biosolids Reporting
 - 4. Florida Department of Environmental Protection

2.7 Product Specifications

The Seller agrees that the dry pelletized biosolids to be sold to Buyer shall meet certain parameters. Those parameters are set out in Exhibit "A", which is attached hereto and by reference made a part hereof. The Seller agrees to provide samples for sludge classification which shall be representative and taken after final sludge treatment but prior to utilization disposal. The Seller shall have the right to select the way in which the sludge analysis is obtained. However, Seller shall advise Buyer of the analysis method. Should the buyer wish to

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challenge the sludge analysis provided by Seller, Buyer shall have the right, at its expense, to have an ***independent*** commercial laboratory verify the analysis. The Buyer agrees that the laboratory to be used by Buyer must have been approved in writing by the Seller. The results of ***any analysis of*** an independent commercial laboratory that ***may be*** approved in writing by the Seller shall be binding and conclusive on both parties hereto. Seller makes no representation or warranty, express or implied, with respect to the Product sold. Provided, however, Buyer shall not be responsible for payment ***for any*** Product which fails to meet the parameters set forth in Exhibit "A" hereof.

Samples are collected monthly and sent to an outside laboratory for analysis. There are no guarantees for Micro Nutrient concentrations.

A. Organic Based.

Biosolids pellets by definition are organic based. (CCWA's biosolids pellets meet the definition of organic because they have greater than 3% water insoluble nitrogen.) However, CCWA's biosolids pellets are NOT certified as "organic" because the certified organic crop production standards issued by USDA require that sewage sludge not be used to produce organically labeled fruit, vegetable, pasture or grain crops.

B. Slow Release Nitrogen.

CCWA's biosolids pellets meet the criteria for "slow release nitrogen" (based on monthly analysis). Slow-release fertilizers allow nutrients to be released slowly over a period of time which is beneficial to the soils. This also minimizes excess nitrogen from being released to the waterways during a rain event.

C. Size.

CCWA's biosolids pellets have typically been within the 1- 2.8 mm size range. To verify the product size, CCWA performs a sieve capture test daily. No guarantee on size will be given.

D. Solids Density.

CCWA maintains solids density at 90% or greater in order to satisfy the Vector Attraction Requirements of the EQ status.

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2.8 Delivery

Buyer shall accept delivery and take ownership of the dry pelletized biosolids at the Jonesboro Plant located at 8890 Roberts Road Jonesboro Ga. 30238 within the usual business hours of Monday thru Friday from 8:00am – 4:00pm. Communication with the Pelletizing Supervisor will be required in order to know the availability of the product. Exception to the usual business hours including holidays will be made on a case by case basis at the discretion of the Pelletizing Supervisor. Seller is given reasonable advance notice **of Buyer's intent to accept delivery**. The Buyer shall be responsible for providing the trucks necessary for **accepting delivery of** the product. Seller shall prepare and furnish the Buyer with copies of bills of lading and other papers showing the weight of the product shipped. Once loaded onto the Buyer's trailer by CCWA Staff the pelletized biosolids become property of the Buyer and all responsibilities of the product from that point forward. This includes but not limited to all transportation cost and any liabilities in transport. The Buyer also agrees that as part of taking ownership they have the responsibility of relaying any pertinent information about the product to their customers including any product information and proper application rates of the product. In addition the Buyer will provide trailers that are in good operational condition to prevent any of the product from leaving the trailer in transport. They are also responsible for ensuring the load is secure before leaving the Sellers loading facility.

2.9 Title

Title to the Agri-Plus 650 product sold and delivered hereunder shall pass to Buyer when delivered into Buyer's trucks at the loading facility located at the W.B. Casey WRRF's Pelletizing Facility.

2.10 Terms of Payment

After each delivery of product at the CCWA's Pelletizing Facility CCWA shall send to Buyer an invoice and copy of the bill of lading for that delivery. Buyer shall remit payment to Seller within thirty (30) days of the date of each invoice.

2.11 Quantities of Solids Produced

The Seller (CCWA) produces approximately 5,000 tons of dry sewage sludge per year or approximately 100 tons per week. During that period, approximately 20,000 tons per year of biosolids pellets have been provided for beneficial use.

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2.12 Biosolids Storage and Transportation

A. On-site Pellet Storage

Heat-dried biosolids are typically produced 24 hours per day, 6-7 days per week. A covered pellet storage bay is located on the south side of CCWA's Pelletizing Facility for temporary dry storage of the product. The storage bay is approximately 90 feet deep and 48 feet wide and can provide approximately 43,200 cubic feet of pellet storage.

B. Pellet Product Discharge and Dust Control

Pellets are discharged from inside the Pelletizing Facility to the outside temporary dry storage bay. CCWA applies a dust control agent trade named Dustrol prior to discharge. The Dustrol product has shown to be an effective method for minimizing dust. However, CCWA does not guarantee the effectiveness nor the application of the dust control agent.

C. Transportation of Pellets

Pellets are currently removed from the CCWA's Pelletizing Facility by way of trucks. The trucks used to transport pellets must be covered trucks and are less than 12'-6" total height (to accommodate the loading facilities).

The Buyer must provide a Bill of Lading which is used for each truckload.

D. Truck Scales

Pellet quantities are determined by weight. Empty trucks entering CCWA's Pelletizing Facility and filled trucks leaving the plant are both required to be weighed on truck scales at the front of the Pelletizing Facility. A copy of the weight ticket is provided to the truck driver. A copy of the Bill of Lading is provided to the truck driver, CCWA and the Buyer.

E. Off-site Storage

CCWA does not provide any biosolids storage facilities off the CCWA's property.

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2.13 Compliance and Communication

The Buyer will be required to comply, at all times, with all applicable federal, state and local government statutes, ordinances, rules and regulations that pertain to the marketing, transportation, distribution and application of biosolids and biosolids product(s).

If the Buyer performs any work found to be contrary to such statutes, ordinances, rules and regulations, the Buyer shall bear all costs and penalties arising from such work.

The Buyer will be required to notify CCWA whenever a meeting, hearing or other significant event regarding regulatory or public participation is scheduled.

The Buyer will be required to develop a written compliance plan to document the procedures required to ensure compliance with all regulatory criteria and contract specifications.

The Buyer and CCWA will have regular meetings to ensure optimal implementation of operations specified in the contract.

2.14 Distribution of Solids - Solids to Beneficial Use.

Of the pellets provided to the Buyer, the distribution has been approximately:

Location / Use	2017
Georgia	75%
South Carolina	10%
Kentucky	4%
Indiana	3%
Arkansas	3%
Alabama	2%
Florida	2%
Mississippi	1%

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2.15 Non-Mandatory Pre-Proposal Meeting and Site Visit

A non-mandatory pre-proposal meeting and site visit will be held on May 10th, 2018 at 3:00 pm EST at the WB Casey Water Reclamation Facility located at 688 Flint River Road, Jonesboro, GA 30238. At this meeting, potential Buyers will have the opportunity to see the W.B. Casey WRRF Pelletizing Facility and the Agri-Plus 650 pelletized products along with asking project and proposal-related questions. If a company representative cannot attend the meeting during the date and time specified above, contact Chris Hamilton at chris.hamilton@ccwa.us, or **770-302-3460** to schedule a site visit. At least 24 hours advance notice must be given for all site visits.

2.16 Basis of Selection

Buyer Evaluation/Selection Criteria, of the RFP lists the criteria that will be used to evaluate proposals. The selection of the Buyer through the RFP process is governed by the Clayton County Water Authority's procurement policy. The selection of a Buyer and the execution of a contract, while anticipated, is not guaranteed by CCWA. CCWA makes no commitment to any Buyer to this RFP beyond consideration of the written proposal. CCWA will not reimburse recipients of the RFP for the cost incurred in preparing the proposal, presentations, site visits, negotiations, etc.

2.17 Proposal Content

Buyers are encouraged to submit concise and clear responses to the RFP. Responses of excessive length or decoration are discouraged. CCWA reserves the right to include the selected proposal, or parts thereof, in the final contract. Due to the need for an expedited review of proposals and selection of a Buyer, Buyers are cautioned against submitting excessive and extraneous material not directly responsive to the issues raised in the RFP.

The Proposal **must not exceed 25 pages** utilizing 8 ½ x 11 sheets of paper. Each side of a double-sided sheet counts as one page. Financial statements, resumes, subcontracting plans, etc. should be included as appendices and do not count toward the 25-page limit.

Buyers must organize their proposals in the sequence specified below. The Buyer must respond to all Requirements listed in the RFP. In the event that a Buyer cannot meet a requirement, CCWA will consider a proposed alternative solution that would allow CCWA to fulfill its business needs.

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The following sections and content are required in each proposal. Each section must be clearly marked and divided as described below:

- A. Cover Letter
- B. References and Buyer Experience
- C. Biosolids Distribution and Marketing Plan
- D. Biosolids Site/Storage Plan
- E. Cost Proposal (submitted in separate sealed envelope)
- F. CCWA Small Local Business Enterprises (SLBE) Preference Points

A. COVER LETTER

A cover letter should be prepared summarizing the major facts or features of the proposal, including experience providing the services described herein, project team information including Sub-Buyers, overview of proposed program and approach. The letter should be no more than two pages.

B. REFERENCES AND BUYER EXPERIENCE

References:

Provide at least three (3) references for whom similar biosolids or fertilizer marketing, transportation and distribution services have or are currently being provided. Also, provide a complete list of customers that you use for marketing and distribution of the biosolids.

References must include:

1. Name of Company or Person receiving biosolids
2. Brief description of services being provided
3. Year services first provided
4. Are services still being provided
5. Contact person's name, position, email, phone
6. Estimated annual volume of marketed biosolids (tons per year)
7. Description of biosolids marketed

Buyer Experience:

Buyer must convey he/she has the resources, specialized experience, technical competence and personnel the tasks designated in the scope of work of this RFP.

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Provide the number of years in business. Also, provide information on the proposed project team (including any Sub-Buyers) and the role to be played by each member of the proposed team, including the following:

1. Team member name, title and number of years with the firm
2. Brief description of marketing responsibilities
3. Location of home office (City and State)

C. BIOSOLIDS DISTRIBUTION AND MARKETING PLAN

Describe marketing plan for the biosolids. Describe resources, anticipated approach and customers for products sales, the projected volume of product to be accepted by market and target areas, and contingency plans to address market fluctuations.

Describe distribution plan based on the identified markets. Describe how Buyer will achieve product delivery and identify contingency plans for product disposal resulting from changed market conditions.

D. BIOSOLIDS SITE/STORAGE PLAN

The Buyer must remove product from the W.B. Casey WRRF on a regular basis to prevent any process interference resulting from limited storage. The Buyer must describe the proposed logistics of product removal from the W.B. Casey WRRF site. At a minimum the Buyer must address transportation, schedule, facilities, material handling, storage capabilities, and record keeping. The schedule is expected to define the number of days after Notice to Proceed that the Buyer will begin transporting product from the W.B. Casey WRRF, as well as, a timeline for achieving complete beneficial use of all marketable biosolids.

E. COST PROPOSAL

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

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

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

In order for the Proposal Package to be considered responsive, the Cost Proposal Form must be completed in its entirety. ***Please note the cost proposal section must be submitted in a sealed separate container from the rest of the RFP submission, marked: “Cost Proposal”.***

F. CCWA SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PREFERENCE POINTS

This procurement will have an incentive of up to 10 possible additional points (“preference points”) given to all CCWA certified SLBE primes only depending on their business county of location. Please refer to Division 2, Section 8 of these RFP documents.

2.18 Evaluation Criteria

Initially, all proposals will be reviewed by CCWA Procurement to determine if the proposal submittal is a complete and responsive responsible submittal to our RFP. Proposals will be evaluated by CCWA staff and ranked based on the criteria items shown below, except Cost. CCWA staff will then evaluate the Cost Proposal submission and will rank the proposals.

Item	Criteria	Points
1	References	30
2	Biosolids Distribution and Marketing Plan	10
3	Biosolids Site / Storage Plan	10
4	Cost Proposal	50
5	SLBE – RFP Preference Points ⁽¹⁾	10
Total Possible Points		110

⁽¹⁾ Points to be determined depending on the proposer’s business location, after verification of CCWA SLBE certification.

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2.19 Proposal Schedule

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

Non-Mandatory Pre-Proposal Meeting	Thursday, May 10, 2018 at 3:00 PM
Deadline for Questions	Monday, May 14, 2018 at 2:00 PM
Issue Last Addendum	Thursday, May 17, 2018 at 2:00 PM
RFP Opening	Tuesday, May 22, 2018 at 3:00 PM
CCWA Board Approval	Thursday, August 2, 2018
Sign Contract	Monday, August 27, 2018

All times listed are local time.

2.20 Addenda

During the RFP process no firm or individual is to have verbal or written communication on any aspect of this RFP with any CCWA employee or Board member. Failure to comply with this requirement may result in disqualification from the process.

To be considered, all questions must be received in writing via email to **CCWA_Procurement@ccwa.us** by **2:00 p.m. (local time)** on **Monday, May 14, 2018**. Any and all responses to proposers' questions will be issued in the form of an Addenda by email. All addenda issued shall become part of the Proposal Documents.

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Section 2: General Overview

EXHIBIT "A"

Product Specifications: (Dry Weight Basis)

1. Environmental Classification.....Meets 503 Class A (Exceptional Quality)

2. Typical Composition:

Moisture (Oven)	Max.	6.0 %
Nitrogen, total (N)	Min.	5.0 %
Iron	Min.	1.9 %
Phosphoric Acid, total (P205)	Min.	2.0 %
Potash, Water Soluble (K20)	Min.	0.30 %

3. Properties:

Product is stabilized:

Avg. pH = 5.8

Solids > 90% by weight

Avg. Bulk density: 35-50 lbs. cu. ft.

Particle Size: % Cumulative

Tyler Mesh:

+ 4	2-15 %
+ 6.....	30-40 %
+16.....	60-70 %
+20.....	85-93 %
+28	96-98 %

4. Source: Processed Domestic (Sewage) Wastewater Treatment Sludge

Nutrient Guarantee

Total Nitrogen (N).....	5 %
Available Phosphate (P2O5).....	1.5 %
Potash.....	0.25 %

*** All samples are collected monthly and sent to an outside laboratory for analysis except for particle size determination and bulk density.

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EXHIBIT "B"

Product Characteristics: (Dry Weight Basis)

Parameter	Average Biosolids Analytical Result (mg/kg)	Pollutant Concentration 503 Exceptional Quality (EQ) Concentration Limits (mg/kg)	Pollutant Concentration 503 Class A Ceiling Concentration Limits (mg/kg)	Sample Frequency
Arsenic (As)	<3.24	41	75	Monthly
Cadmium (Cd)	2.80	39	85	Monthly
Chromium (Cr)	12.27	-	-	Monthly
Copper (Cu)	208	1500	4300	Monthly
Lead (Pb)	17	300	840	Monthly
Mercury (Hg)	0.344	17	57	Monthly
Molybdenum (Mo)	5.82	-	75	Monthly
Iron (Fe)	20,891	-	-	Monthly
Nickel (Ni)	9.8	420	420	Monthly
Selenium (Se)	<4.69	100	100	Monthly
Zinc (Zn)	396	2800	7500	Monthly

Average Nutrient Characteristics and Other Parameters

Parameter/measurement unit	Biosolids Analytical Result	Sample Frequency
Total Solids, percent	94.3	Monthly
TKN, percent as N	6.58	Monthly
NO ₃ -N, percent	0.000893	Monthly
NH ₄ -N percent	0.253	Monthly
Phosphorus (P), percent	2.05	Monthly
Potassium (K), percent	0.278	Monthly
pH, standard unit	5.63	Monthly
Fecal Coliform, MPN/g dry weight	<19.12	Monthly

Division 1

Project Description

Section 2: General Overview

EXHIBIT "C"

SAFETY DATA SHEET



**Clayton County Water Authority
Safety Data Sheet**

Section 1. Product and Company Information

Product Name:	AGRI-PLUS 650
Product Description:	Heat Dried Biosolids
Manufacturer:	Clayton County Water Authority 1600 Battle Creek Road Morrow, GA 30260
Telephone Number:	770-302-3460
Emergency Contact:	Pelletizing Supervisor 770-302-3457

Section 2. Composition and Information on Ingredients

Name	CAS Number	% of Weight	Exposure Limits: TLV/PEL
Solids from activated sewage biosolids		93-96	Total Dust 15mg/m ³ (PEL)/10mg/ m ³ (TLV)
Water	7732-18-5	Balance*	Respirable Dust 5mg/m ³ (PEL and TLV)

**Trace metals can be detected in the finished product typically in quantities less than 1.0%, most less than 0.1%.*

Section 3. Hazards Identification

Emergency Overview May form explosive dust-air mixtures.

Division 1

Project Description

Section 2: General Overview

Section 4. First Aid Measures

Eye Contact	Immediately flush eyes thoroughly with water, remove any contact lenses, and continue to flush eyes with plenty of water for at least 15 minutes. Get medical attention if irritation persists.
Skin Contact	In keeping with good hygienic practices, wash exposed areas thoroughly with soap and water.
Inhalation	If breathing difficulty should occur, remove to fresh air. If symptoms of illness continue, seek medical attention.
Ingestion	If ingestion occurs, seek medical attention.

Section 5. Fire and Explosion Data

Flammability	Does not sustain combustion when exposed to 1000° C flame as verified by SW-846 Method 1030 analysis. Bulk wetted material may generate heat upon storage causing a potential for fire.
Flash Point	Minimum Ignition Energy; 100-300mJ Minimum Ignition Temperature; 540° - 560°C Minimum Explosive Concentration; 40 - 50 G/m ³
NFPA Rating	Health - 1 Fire - 1 Reactivity - 0
Explosive Limits in Air	LEL: ND UEL: ND
Unusual Fire and Explosion Hazards	Do not breathe fumes. At high temperatures, this type of fertilizer can give off undefined fumes fine. Dust dispersion in air may form an explosive mixture. Do not spray with water. Bulk wetted material may generate heat upon storage causing a potential for fire.
Fire Fighting Media and Instructions	Firefighters should wear normal fire protection gear. Prevent runoff from entering drains, sewers, or any body of water. Becomes slippery when wet. Do not breathe fumes.

Section 6. Accidental Release Measures

Accidental Spill	Sweep, vacuum or shovel material into labeled containers. If possible, reuse product. Ensure that disposal is in compliance with local, state, or federal regulations
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Division 1

Project Description

Section 2: General Overview

Section 7. Handling and Storage

Handling	Avoid breathing dust. Wash hands after handling.
Storage	Keep dry. Store in a cool, dry area out of reach of children and animals. Bulk wetted material may generate heat upon storage. For storage recommendations, refer to the EPA's Guide to Field Storage of Biosolids. This document can be found on the EPA's website at http://www.epa.gov/owm/mtb/biosolids/fsguide/index.htm

Section 8. Exposure Control/Personal Protection

Ventilation Requirements	None required under normal use conditions. For occupational situations, use sufficient ventilation to keep dust levels below their Threshold Limit Values (See Section #2).
Eye Protection	Wear eye goggle/safety glasses if product may be expected to come in contact with eyes.
Skin Protection	Skin protection is suggested for outdoor applications and emergency response.
Respiratory Protection	Self-contained breathing apparatus (SCBA) should be used by emergency responders to avoid breathing dust and fumes during a fire situation. In normal conditions, half face or full-face respirators with HEPA cartridges is suggested when dust levels exceed the Threshold Limit Values.
Other Protection	Wear appropriate safety equipment for any hazards encountered. Product by itself presents no specific hazards
Work/Hygienic Practices	Washing with soap and water after use is recommended as good hygienic practice to prevent possible eye irritation from hand contact.

Section 9. Physical and Chemical Properties

Description	Pellets, Fertilizer
Appearance	Dark free flowing granules
Odor	Earthy
pH	Slightly acidic
Boiling Point	Not Available
Specific Gravity	30-55 lbs./ft ³

Division 1

Project Description

Section 2: General Overview

Section 10. Stability and Reactivity Data

Chemical Stability	The product is stable.
Conditions of Instability	Keep away from heat, sparks, open flame, moisture and high humidity.
Incompatibility with Various Substances	Strong acids, alkalis, and oxidizing agents.
Hazardous Decomposition Products	Expected to emit the same types of toxic smoke as would be released during combustion of other organic materials.
Hazardous Polymerization	Will not occur.

Section 11. Toxicological Information

Eye Contact	May cause eye irritation.
Skin Contact	ND
Inhalation	May cause nasal and throat irritation.
Ingestion	Ingestion is unlikely through the normal anticipated use of this product.
Carcinogenicity	Not listed as carcinogenic by OSHA, NTP, or IARC.
<p>US EPA 40 CFR Part 503 (Biosolids Rule)</p> <p>Under the Clean Water Act, the U.S. Environmental Protection Agency (EPA) has conducted extensive screening to determine likely pollutants in sewage sludge, a/k/a biosolids. EPA's National Survey of Biosolids analyzed for a total of 412 pollutants, including every organic, pesticide, dibenzofuran, dioxin and PCB analyte for which EPA had gas chromatography and mass spectrometry (GC/MS) standards. 64 Fed. Reg. at 72047-48 (discusses the history of Part 503 information gathering on the fate and concentrations of pollutants in biosolids). See, www.epa.gov/fedrgstr.</p> <p>Where the <i>available scientific information</i> indicated there was no risk of harm even at the highest pollutant concentration level found in the Biosolids Survey, the pollutants were dropped from further risk assessment. Most of the 412 pollutants are simply not present in biosolids at levels of concern. The National Standards for Biosolids Use, 40 CFR Part 503, establish limits for nine common metals and pathogenic organisms (which heat drying kills) at the no observable adverse effect level and a level of protection of 1 case in 10,000 for cancer risk. The 1993 technical support documents on biosolids risk assessment are available at EPA's website: www.epa.gov/OST/pc/municipal.html, and the National Biosolids Partnership also links the scientific risk assessments, www.biosolids.policy.net.</p> <p>Agri-Plus 650 is well below the Part 503 national standards. Where EPA lacked sufficient <i>available scientific</i> data to establish a standard, the pollutants, totally 31, were subjected to a Comprehensive Hazard Identification Study. This screening analysis included dose-response evaluation, exposure assessment and risk characterization. The US EPA concluded, in a December 23, 1999, notice published at 64 Federal Register 72048, that only 3 pollutant compounds left on its list, analytically measured as 29 dioxin-like congeners, might pose an increased risk for a hypothetical highly exposed (through the food chain, primarily daily fats, meat fats and fish that have bioaccumulated the congeners) rural breast feeding mother and child. EPA has proposed a national standard and a final standard is expected after EPA completes its comprehensive Dioxin Reassessment, see, http://cfpub.epa.gov/ncea/index.cfm.</p>	

Division 1

Project Description

Section 2: General Overview

Section 12. Ecological Information

Ecotoxicity	Not available. Keep out of any body of water.
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Section 13. Disposal Considerations

Waste Disposal	Sweep, vacuum or shovel material into labeled container. If possible, reuse product. Material is a fertilizer and should be used as such. Keep out of any body of water. Ensure compliance with local, state or federal regulations. Bulk wetted material may generate heat during storage.
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Section 14. Transport Information

Proper Shipping Name	Fertilizer material
DOT Identification Number	NA
Hazard Class	NA
SEC 302	Not Listed
SEC 304	Not Listed
SEC 313	Not Listed
CERCLA	Not Listed
CAA	Not Listed
TSCA	Not Listed

Section 15. Regulatory Information

Federal and State Regulations	Yes	Fire
	No	Sudden Release of Pressure
	No	Reactivity SARA Title III Information
	No	Immediate Health
	No	Delayed Health

Division 1

Project Description

Section 2: General Overview

Section 16. Other Information

Disclaimer: The information contained herein is provided in good faith and is believed to be correct as of the date hereof. However, CCWA makes no representation as to the comprehensiveness or accuracy of the information. It is expected that individuals receiving the information will exercise their independent judgment in determining its appropriateness for its particular purpose. Accordingly, Clayton County Water Authority will not be responsible for damages of any kind resulting from improper use of or reliance upon such information. No representations, or warranties, either expressed or implied or merchantability, fitness for a particular purpose or of any other nature are made hereunder with respect to the information set forth herein or to the product to which the information refers.

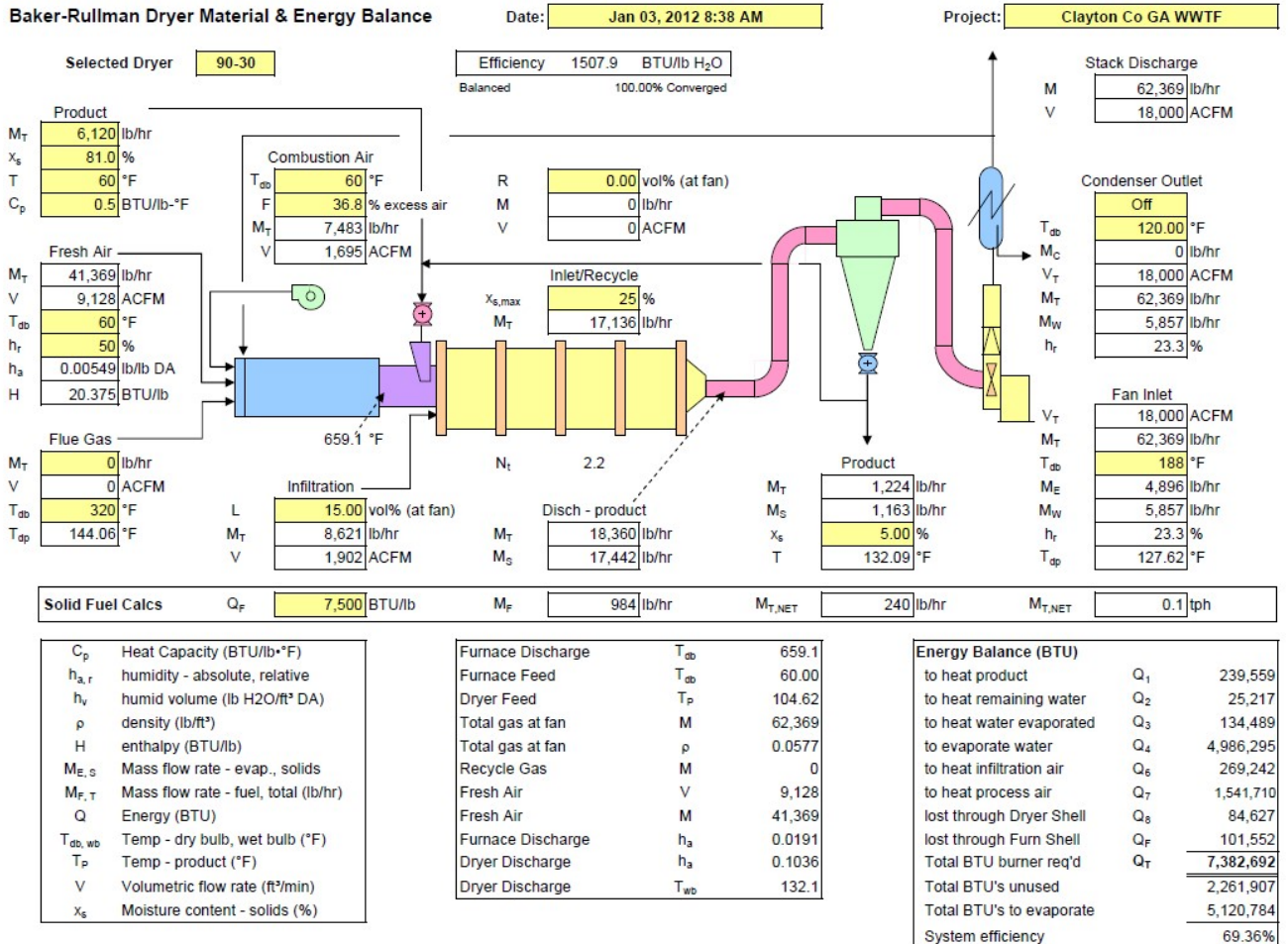
SDS Creation Date	7/26/1995	Created by: Water Reclamation Manager
Updated	3/19/2018	Updated by: Water Reclamation Manager

Division 1
Section 2: General Overview

Project Description

EXHIBIT "D"

Biosolids Thermal Drying Process



This model is based on a number of assumptions that are inherently uncertain. Baker-Rullman makes no representation or warranty as to the attainability of those assumptions or modeled results. Actual results may vary materially from those projected.

Division 1

Project Description

Section 2: General Overview

EXHIBIT "E"

Fertilizer License

<p>Georgia Department of Agriculture Gary W. Black Agricultural Inputs Section 19 Martin Luther King Jr. Dr. SW Atlanta, GA 30334 Tele: (404) 656-3637 Fax: (404) 463-6670</p>	
<p>FERTILIZER LICENSE</p>	
<p>In accordance with Section 2-12-4 of the Georgia Fertilizer Act of 1997 this license is hereby issued. This License expires on June 30th, but, for so long as appropriate fees thereon are paid, and an Annual Application for Fertilizer License/Renewal is completed and received by the Commissioner, may be deemed to be renewed from fiscal year to fiscal year unless surrendered, abandoned, revoked or canceled.</p>	
<p>Date Issued: 3/21/2018</p>	<p>License Number: 0029</p>
<p>Clayton County Water Authority 8890 Roberts Road Jonesboro GA 30238</p>	<p>Expiration Date 6/30/2019</p>
<p>This License Is Not Transferable and Must Be Posted At All Times In A Prominent Business Location</p>	

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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

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

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Contractor's proposal. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the proposer may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications, but may not alter any of the language contained in the solicitation.
11. In the case of goods, the person, firm or corporation making the proposal may propose all items. All items may be considered separately, at the discretion of the CCWA.
12. Bids for public works whose price exceeds \$100,000.00 must be accompanied by a certified check, cashier's check, or acceptable bid bond in an amount not less than five percent (5%) of the amount bid.
13. Proposers for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the proposal envelope and must enclose copies of any required license with the proposal.
14. When public work is let out for proposal, no person shall prevent or attempt to prevent competition in such proposal. Such Proposers must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the proposal process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the proposal process; if a corporation, all officers, agents, or other persons who acted for the corporation in the proposal process.
15. Proposals shall not be withdrawn or cancelled by the proposer past the proposal opening date and time. The proposer may make modifications/corrections to the proposal by submitting a corrected seal proposal but only if the change is prior to the proposal opening. The corrected document should be clearly marked that it supersedes the proposal originally submitted. No modification or corrections will be allowed subsequent to the proposal opening.
16. By tendering a proposal, a Proposer agrees to leave the proposal open for acceptance by the CCWA for ninety (90) days after the date set for the opening thereof.
17. By tendering a proposal, the Proposer certifies that the Proposer has carefully examined these instructions and the terms and specifications applicable to and made a part of the proposal. The Proposer further certifies that the prices shown in any

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

- schedule of items on which the Proposer is proposing are in accordance with the conditions, terms and specifications of the proposal and that they are aware that any exception taken thereto may disqualify the proposal. Proposers are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Proposer shall merit withdrawal of the proposal.
18. Copies of all communication pertaining to proposals must be sent to the Contracts, Compliance and Risk Management Section.
 19. The purpose of this proposal is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. The CCWA is exempt from federal or state sales taxes; do not include such amounts in the proposal. Exemption certificates are furnished upon request.
 20. Proposers are hereby notified and agree by submission of a Proposal Form that if additional items not listed in the Proposal Form become necessary and require unit prices not established by the Proposal Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Proposal Form.
 21. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
 22. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Proposer intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Proposal Form. Otherwise, none will be assumed.
 23. The time for completion of the work is stated in the Proposal Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
 24. The Proposer must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Proposer.

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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

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

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

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

END OF SECTION

Division 2

Proposal Requirements

Section 2: Risk Management Requirements

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

CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

Division 2

Proposal Requirements

Section 2: Risk Management Requirements

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

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

END OF SECTION

Division 2

Proposal Requirements

Section 3: Proposal Submittals

3.1 Required Submittals (Forms):

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

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

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

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

- F. Addenda (if any).

END OF SECTION

Division 2

Proposal Requirements

Section 4: Proposal Form

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

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

In compliance with the Request for Proposals, Proposer hereby proposes to perform all
Work for **Pellet (Agri-Plus 650) Purchase Agreement (Proposals)** in strict
accordance with the Contract Documents as enumerated in the Request for Proposals,
within the time set forth therein, and at the prices stated below.

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

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

CONTRACT EXECUTION AND BONDS:

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

Proposer accepts the terms and conditions of the Documents.

INSURANCE:

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

Division 2

Proposal Requirements

Section 4: Proposal Form

PROPOSAL:

The undersigned proposes to complete, in all respects, sound and conformable with this Contract Document the work for the amounts as shown on the following Proposal Cost Form

ADDENDA:

Proposer acknowledges receipt of the following Addenda:

Division 2

Proposal Requirements

Section 4: Proposal Form

COST PROPOSAL FORM

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

Per the description and general conditions of this RFP, proposed price (per ton) is as follows: ***(Total price is for any and all costs, including but not limited to labor, equipment and services associated with the marketing and distribution of the product).***

DESCRIPTION	PRICE (Per Ton)
Pellet (Agri-Plus 650)	\$

If the Proposer is a CCWA certified SLBE, the certification number must be entered below as well as the County where the business is located in. The corresponding SLBE preference points will be determined according to the county of business address, as outlined on page 2-8.3 of this package. Information provided on this form will be subject to verification by CCWA.

CCWA SLBE Certification No. _____ County: _____

Applicable Preference Points (please check one): 7.5 10

Submitted by: _____
COMPANY NAME OF PROPOSER

Division 2

Proposal Requirements

Section 4: Proposal Form

Submitted by:

(NAME OF PROPOSER)

By: _____
(SIGNATURE)

(TITLE)

(DATE)

(SEAL)
(ATTEST)

(ADDRESS)

(PHONE NUMBER)

(FAX NUMBER)

(LICENSE NUMBER) (If applicable)

(E-MAIL ADDRESS)

END OF SECTION

Division 2

Proposal Requirements

Section 6: Proposer Qualification Information

COMPANY NAME OF PROPOSER: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL
ADDRESS: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

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

NAME OF PRINCIPAL OFFICERS: _____

END OF SECTION

Division 2

Proposal Requirements

Section 7: Contractor Affidavit and Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

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

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

Contractor _____

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Division 2

Proposal Requirements

Section 7: Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

Name of Contractor (Printed)

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE _____ DAY OF _____ 20_____.

Notary Public

My Commission Expires

Division 2

Proposal Requirements

Section 7: Contractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

Name of Sub-Contractor (Printed)

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires

END OF SECTION

Division 2 Proposal Requirements

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

8.1 Program Overview

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

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

- A) Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed (1) Construction Firms – \$5,000,000, (2) Professional Services Firms – \$1,000,000, (3) Architectural & Engineering – \$2,000,000, and (4) Goods & Services – less than 100 employees.
- B) Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year prior to submitting application for certification.

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

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

Division 2 Proposal Requirements

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

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

8.2 Overview of RFP Preference Points

RFP Preference Points are incentives that range between 7.5 and 10 points to be given to CCWA certified SLBE's (primes only) located in Clayton County or the ten (10) counties outlined in this section. RFP Preference points will be added to the total score for evaluation purposes in determining the highest ranked responsible responsive proposer.

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

The calculation of RFP Preference Points will be based on where the county the business is located, as follows:

- a) 10 points for SLBE's located in Clayton County.
- b) 7.5 points for SLBE's in located in any of the following counties: DeKalb, Fayette, Fulton, Henry, Spalding, Cherokee, Cobb, Douglas, Gwinnett and Rockdale.

Points will be given to Proposers who are SLBE Primes only.

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

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**

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between **CLAYTON COUNTY WATER AUTHORITY** (hereinafter, the "Seller") and _____ (hereinafter, the "Buyer"):

WITNESSETH

WHEREAS, the Seller is a public authority created under the laws of the State of Georgia and having certain rights, powers and privileges which are more particularly set out in Ga. L. 1955, pp. 3344, et seq., as amended; and,

WHEREAS, the Buyer is a _____ corporation with offices located in _____; and,

WHEREAS, the Seller operates a sludge drying and pelletization process in Clayton County, Georgia, which produces pelletized sludge; and,

WHEREAS, the Buyer is desirous of purchasing the Seller's total normal production of dry sewage sludge (hereinafter "Product"); and,

WHEREAS, the Seller is desirous of selling its dry sewage sludge to Buyer upon the terms and conditions hereinafter set out.

NOW THEREFORE, for and in consideration of the mutual benefits and detriments flowing to and from the parties hereto and in further consideration of the payment of _____ Dollar(s) (\$_____) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

1. TERM

This contract shall extend for a period of five (5) years commencing on the **First (1) day of October, 2018** and ending on the **30th day of September, 2023**. Either of the parties hereto may cancel this Purchase Agreement by giving to the other party thirty (30) days written notice of its intention to so cancel the contract. The contract may be terminated for cause at any time by either party immediately upon delivery of written notice to the other party.

Division 3

Contract Forms

Section 1: Agreement Form

2. PRODUCTION QUANTITIES

The Seller produces approximately 5,000 tons of dry sewage sludge per year or approximately 100 tons per week. The Seller's operations result in the dry sewage sludge being pelletized. The Buyer understands that a major consideration for the Seller entering into this Agreement with Buyer is Buyer's representation that it will make weekly pickup of all of the Seller's pellet production. The Buyer represents to the Seller that it will make its weekly pickups of pelletized dry sewage sludge from the Seller's W.B. Casey Water Resource Recovery Facility located off Flint River Road in Jonesboro, Clayton County, Georgia (hereinafter the "WRRF"). Should the Buyer, for any reason, fail to take weekly delivery of the seller's pelletized dry sewage sludge, the Seller shall be authorized, as agent for Buyer, to sell or give away that portion of its production not delivered to Buyer and may charge Buyer with the difference between the price which Seller obtains and the amount herein contracted to be paid by Buyer. It is the intent of this Purchase Agreement to require Buyer to purchase all of the Seller's production of pelletized dry sewage sludge.

3. PERMIT REQUIREMENTS

The Seller understands that, in order for the Buyer to dispose of the pelletized dry sewage sludge, all existing Federal and State requirements must be met regarding sludge quality. The Buyer represents that it is familiar with the applicable rules, regulations and statutes with respect to the collection, transport, storage, cycling, process and disposal of sewage sludge. Buyer further represents and warrants to the Seller that it intends to comply fully with all applicable regulations with respect to the management and disposal of domestic sludges in a manner to insure protection of the environment and public health. The Buyer represents and warrants to the Seller that the Buyer shall comply with all applicable rules, regulations and statutes with respect to sludge disposal and to land application of domestic wastewater treatment sludge and indemnify and hold Seller harmless of any and all claims or cost arising by virtue of Buyer's disposal of the pelletized dry sewage sludge. To the extent that any State has reporting requirements with respect to generators of processed domestic sludge, Buyer shall be responsible for all such filing requirements and shall indemnify and hold Seller harmless of any claims arising because of Buyer's failure to make the required reports.

Division 3

Contract Forms

Section 1: Agreement Form

4. PRODUCT SPECIFICATIONS

The Seller agrees that the pelletized dry sewage sludge to be sold to Buyer shall meet certain parameters. Those parameters are set out in Exhibit "A", which is attached hereto and by reference made a part hereof.

The Seller agrees to provide samples for sludge classification which shall be representative and taken after final sludge treatment but prior to utilization disposal. The Seller shall have the right to select the way in which the sludge analysis is obtained. However, Seller shall advise Buyer of the analysis method. Should the buyer wish to challenge the sludge analysis provided by Seller, Buyer shall have the right, at its expense, to have an independent commercial laboratory verify the analysis. The Buyer agrees that the laboratory to be used by Buyer must have been approved in writing by the Seller. The results of any analysis of an independent commercial laboratory that may be approved in writing by the Seller shall be binding and conclusive on both of the parties hereto. Seller makes no representation or warranty, express or implied, with respect to the Product sold. Provided, however, Buyer shall not be responsible for payment for any Product which fails to meet the parameters set forth in Exhibit "A" hereof.

5. PRICE

Buyer shall pay to Seller \$_____ per ton of Product delivered into Buyer's trucks at the W.B. Casey Water Resource Recovery Facility (WRRF), located at 688 Flint River Road, Jonesboro, GA 30238.

6. DELIVERY

Buyer shall accept delivery of the pelletized dry sewage sludge at the WRRF within the usual business hours, provided Seller is given reasonable advance notice of Buyer's intent to accept delivery. The Buyer shall be responsible for providing the trucks necessary for accepting delivery of the Product. Seller shall prepare and furnish the Buyer with copies of bills of lading and other papers showing the weight of the Product shipped.

7. TERMS OF PAYMENT

After each delivery of Product at the WRRF, Seller shall send to Buyer an invoice and copy of the bill of lading for that delivery. Buyer shall remit payment to Seller within thirty (30) days of the date of each invoice.

Division 3

Contract Forms

Section 1: Agreement Form

8. TITLE

Title to the Product sold and delivered hereunder shall pass to Buyer when delivered into Buyer's trucks at the loading facility to be provided by Seller at the WRRF.

9. NOTICE

Any notice required hereunder shall be deemed to have been properly served if delivered personally, or if sent by certified mail, as follows:

To the Seller:

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

Attention: _____, General Manager

To the Buyer:

Address
City, State, Zip

Attention: _____, _____

The date of service of notice by mail shall be the date on which such notice is deposited in the United States mail addressed as herein provided with sufficient postage affixed.

10. WORK ON SELLER'S DESIGNATED PREMISES

In the event that the Buyer, the Buyer's employees or agents or the Buyer's subcontractors enter the Seller's designated premises for any reason in connection with this Agreement, the Buyer and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Buyer shall defend, indemnify, and hold the Seller 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 Buyer, the

Division 3

Contract Forms

Section 1: Agreement Form

Buyer's employees or agents or the Buyer's subcontractors, save and except damage caused by the sole negligence of the Seller. The Buyer, and any subcontractor used by the Buyer in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Buyer's and any subcontractor's legal liability on account of accidents to their employees. The Buyer and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Buyer and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Buyer and any subcontractor on account of accidents arising out of the operations of the Buyer 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 Seller's request, the Buyer shall furnish to the Seller certificates from the Buyer's insurers showing such coverage in effect and agreeing to give the Seller ten (10) days' prior written notice of cancellation of the coverage.

11. ATTORNEY FEES

The Buyer shall pay reasonable attorney's fees to the Seller should the Seller be required to incur attorney fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Buyer to the Seller.

SIGNATURES ON NEXT PAGE

Division 3

Contract Forms

Section 1: Agreement Form

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
this _____ day of _____, 2018.

CLAYTON COUNTY WATER AUTHORITY

By: _____
Name & Title:

Attest: _____
Name & Title:

(SEAL)

BUYER

By: _____
Name & Title:

Attest: _____
Name & Title:

(CORPORATE SEAL)

Division 3

Contract Forms

Section 1: Agreement Form

EXHIBIT "A"

Product Specifications:

1. Environmental Classification..... Meets 503 Class A
(Exceptional Quality)

2. Typical Composition:

Moisture (Oven)..... Max. 6.0 %
Nitrogen, total (N)..... Min. 5.5 %
Phosphoric Acid, total (P205)..... Min. 1.0 %
Potash, Water Soluble (K20)..... Min. .30%
 Cadmium < 30 Mg/Kg dry weight
 Copper < 900 Mg/Kg dry weight
 Lead < 300 Mg/Kg dry weight
 Nickel < 100 Mg/Kg dry weight
 Zinc..... <1800 Mg/Kg dry weight

3. Properties:

Product is stabilized.
Avg. pH = 5.8
Solids > 90% by weight
 Particle Size: % Cumulative
 Tyler Mesh:
 + 4 2-15%
 + 6 30-40%
 +16 60-70%
 +20 85-93%
 +28 96-98%

4. Source:

Processed Domestic (Sewage) Wastewater Treatment Sludge

Division 3

Contract Forms

Section 1: Agreement Form

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

CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

Division 3

Contract Forms

Section 1: Agreement Form

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.

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 procuring the Contract with the Clayton County Water Authority on the following Project: **Pellet (Agri-Plus 650) Purchase Agreement (Proposals)**, 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 Bid therefore, or induced or attempted to induce another to withdraw a bid for said work.

ATTEST:

By: _____
Bidder

By: _____
Name

By: _____
Name

Title: _____

Title: _____

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

Notary Public: _____ My Commission expires: _____

END OF SECTION