



REQUEST FOR PROPOSALS

WATER RECLAMATION (AGRI-PLUS 650) PELLET PURCHASING AGREEMENT

2024-WR-2

DECEMBER 2023

Virtual Teams

Proposal Opening Meeting: Thursday, January 18, 2024 at 2:00 p.m. (local time)

Virtual Teams Non-Mandatory

Pre-Proposal Meeting: Wednesday, December 20, 2023 at 2:00 p.m. (local time)

Non-Mandatory

Pre-Proposal SITE VISIT: Wednesday, December 20, 2023 at 3:00 p.m. (local time)
W.B. Casey Water Reclamation Facility
8890 Roberts Road, Jonesboro, GA 30238

This solicitation includes 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: **Water Reclamation (Agri-Plus 650) Pellet Purchasing Agreement**

The Clayton County Water Authority will open sealed proposals from qualified proposers via Virtual Teams Meeting, on **Thursday, January 18, 2024, at 2:00 p.m. (local time)** for Water Reclamation (Agri-Plus 650) Pellet Purchasing. Any proposals received after the specified time will not be considered.

A Non-Mandatory Pre-Proposal Virtual Teams Meeting will be held on **Wednesday, December 20, 2023, at 2:00 p.m. (local time)**.

To attend both **Pre-Proposal and Proposal Opening Virtual meetings**, please use the following information:

[Join Microsoft Teams Meeting](#)

Dial Phone Number: 912-483-5368

Phone Conference ID: 276 114 854#

A Non-Mandatory Pre-Proposal SITE VISIT will be held on **Wednesday, December 20, 2023 at 3:00 pm local time** at the **W.B. Casey Water Reclamation Facility located at 8890 Roberts Road, Jonesboro, GA 30238**. For an alternative date and time contact Ms. Kendra Staniel at kendra.staniel@ccwa.us, or **770-302-3460** to schedule a site visit. At least 24 hours advance notice must be given for all site visits. **No site visits will be available after 1:00 p.m. on Friday, December 22, 2023.**

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.

Proposers will need to provide contact information and an email address and any file size transfer limits to ensure email transmittals can be made. A hardcopy proposal package can also be requested at a cost of \$50.00.

Clayton County Water Authority
Dr. Cephus Jackson, 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 requesting 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”. CCWA 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 initial term of the contract shall be for two (years). The contract may be renewed for three additional one-year terms, upon written consent by both Parties.

The successful Proposer (“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.

2.3 Project Background

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

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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.

2.5 Production Quantities

CCWA produces approximately 5,000 tons of dry sewage sludge per year or approximately 100 tons per week. CCWA's operations result in the dry sewage sludge being pelletized. The Buyer understands that a major consideration for CCWA entering into this Agreement with Buyer is Buyer's representation that it will make regular pickups of all of CCWA's pelletized product. These regular pickups of pelletized dry sewage sludge will be made at CCWA's W.B. Casey WRRF location. Should the Buyer, for any reason, fail to take regular delivery of CCWA's pelletized dry sewage sludge, CCWA 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 CCWA 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 CCWA's production of pelletized dry sewage sludge. CCWA has limited storage capacity located at the Pelletizing facility and off-site storage may need to be provided by the Buyer. Notification to

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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: 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 CCWA 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 CCWA 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 CCWA 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 generators of processed domestic sludge, Buyer shall be responsible for all such filing requirements and shall indemnify and hold CCWA 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

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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

CCWA 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. CCWA agrees to provide samples for sludge classification which shall be representative and taken after final sludge treatment but prior to utilization disposal. CCWA shall have the right to select the way in which the sludge analysis is obtained. However, CCWA shall advise Buyer of the analysis method. Should the buyer wish to challenge the sludge analysis provided by CCWA, 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 CCWA. The results of **any analysis of** an independent commercial laboratory that **may be** approved in writing by CCWA shall be binding and conclusive on both parties hereto. CCWA makes no representation or warranty, expressed 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

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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.

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 8:00 a.m. – 4:00 p.m. 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. CCWA 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. CCWA 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

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are also responsible for ensuring the load is secure before leaving CCWA's 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 CCWA within thirty (30) days of the date of each invoice.

2.11 Quantities of Solids Produced

CCWA produces approximately 5,000 tons of dry sewage sludge per year or approximately 100 tons per week.

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 long, 48 feet wide and 12 feet tall and can provide approximately 51,840 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.

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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.

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, pellets are distributed to the southeastern, western and northern regions.

2.15 Non-Mandatory Pre-Proposal Meeting and Site Visit

A Non-Mandatory Pre-Proposal Virtual Meeting will be held on **Wednesday, December 20, 2023 at 2:00 pm local time** followed by a Non-Mandatory Site Visit

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at **3:00 pm local time** at the *W.B. Casey Water Reclamation Facility located at 8890 Roberts Road, Jonesboro, GA 30238*. At the Site Visit, 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 Site Visit during the date and time specified above, another date and time can be requested by contacting Ms. Kendra Staniel at kendra.staniel@ccwa.us, or **770-302-3460** to schedule a site visit. At least 24 hours advance notice must be given for all site visits. **No site visits will be available after 1:00 p.m. on Friday, December 22, 2023.**

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 Submittal

One (1) original, four (4) bound copies and one (1) Flash Drive (in compatible electronic format) of the proposal shall be submitted in a sealed, opaque container and delivered by hand, courier service, or mailed via the United States Postal Service. At the time specified for the proposal opening deadline, the sealed containers shall be publicly opened, and the names of Firms shall be read aloud.

The Cost Proposal Form provided under Division 2 Section 4 of the RFP documents must be provided in a separate sealed envelope and placed within the completed sealed proposal submittal. Alterations to the Cost Proposal Form may result in the proposal being deemed "non-responsive". No other references or mention of costs should be included in any other section of your proposal submittal. The Cost Proposal Form is to be opened after evaluation of the proposals.

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. All proposals must include a Cover Letter, which should summarize the major facts or features of the proposal, including experience

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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.

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.

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

A. BUYER EXPERIENCE AND STAFF QUALIFICATIONS

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.

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)

B. REFERENCES

Provide a minimum of three (3) references for whom similar biosolids or fertilizer marketing, transportation and distribution services have or are currently being provided.

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

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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. 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.

F. 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 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".***

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 (Max)
1	Buyer Experience and Staff Qualification	15
2	References	10
3	Biosolids Distribution and Marketing Plan	15
4	Biosolids Site / Storage Plan	10
5	SLBE – RFP Preference Points (Up to 10 points)	10
6	Cost Proposal	50
	Total Maximum Possible Points	110

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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	Wednesday, December 20, 2023 at 2 p.m.
Non-Mandatory Site Visit	Wednesday, December 20, 2023 at 3 p.m.
Deadline for Questions	Monday, January 8, 2024 at 2 p.m.
Issue Last Addendum	Friday, January 12, 2024 at 2 p.m.
RFP Opening	Thursday, January 18, 2024 at 2 p.m.
Anticipated Board Approval Date	Thursday, March 7, 2024
Anticipated execution of agreements	Friday, March 29, 2024
Anticipated contractor kick off meeting	Monday, April 1, 2024

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, January 8, 2024**. 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. 5.5 %
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 0%
 + 6 36%
 +16 64%
 +20 0%
 +28 0%

4. Source:

 Processed Domestic (Sewage) Wastewater Treatment Sludge

*** 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 "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. 5.5 %
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 0%
 + 6 36%
 +16 64%
 +20 0%
 +28 0%

4. Source:

 Processed Domestic (Sewage) Wastewater Treatment Sludge

*** 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.

US EPA 40 CFR Part 503 (Biosolids Rule)

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.

Where the *available scientific information* 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.

Agri-Plus 650 is well below the Part 503 national standards. Where EPA lacked sufficient *available scientific* 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>.

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.

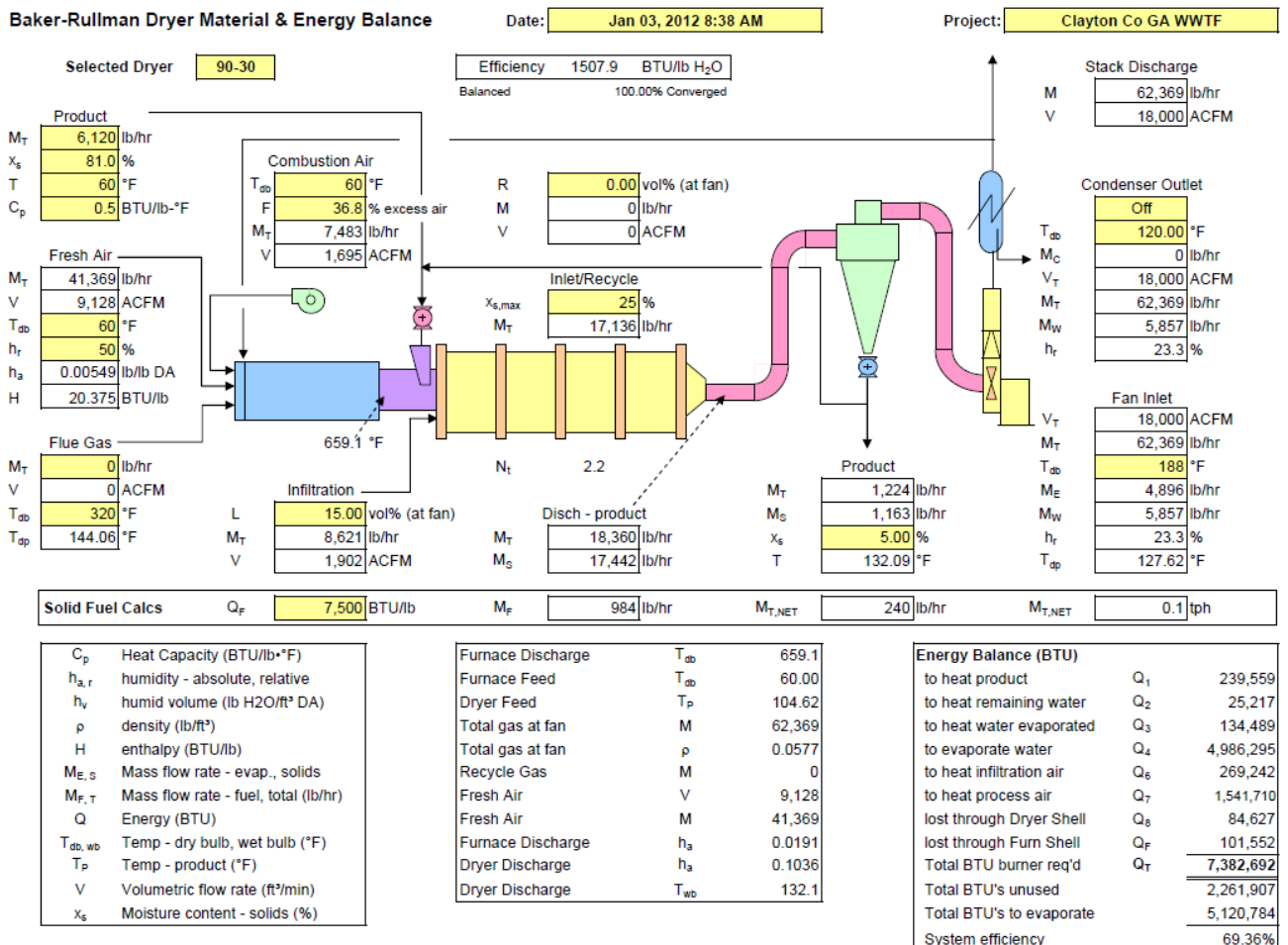
SDS Creation Date	7/26/1995	Created by: Water Reclamation Manager
Updated	3/19/2018	Updated by: Water Reclamation Manager

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 Tyler Harper 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: 5/23/2023</p>	<p>License Number: 0029</p>
<p>Clayton County Water Authority 8890 Roberts Road Jonesboro GA 30238</p>	<p>Expiration Date 6/30/2024</p>
<p>This License Is Not Transferable and Must Be Posted At All Times In A Prominent Business Location</p>	

END OF SECTION

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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

1. If there is any question whatsoever regarding any portion of the specifications, it shall be the Proposer's responsibility to seek clarification immediately from the CCWA, as early as possible prior to the proposal opening. Regarding public works projects, requests for interpretations of specifications must be made in writing to the department proposing out the project not later than five (5) days prior to receipt of proposals.
2. Unless it is otherwise stated in the proposal documents, it shall be the responsibility of the proposer to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its proposal. Documents may be made available by the CCWA during the proposal process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the proposer to make its own investigations as to the nature of the work and the conditions under which it shall be performed, and to make its own independent assumptions as to these matters. The burden of anticipating unforeseen circumstances, either hidden or latent, and the conditions of the work site and all related circumstances, and the cost of accommodating therefore should unanticipated circumstances be later encountered shall rest upon the proposer.
3. 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. Cost Proposals must be made on the enclosed Cost Proposal Form. Unless otherwise requested, one (1) original and at least two (2) copies of the Cost Proposal Form need to be submitted, and these copies must be typewritten or printed in ink. All copies of any Cost Proposal Forms must be signed in ink by the person or persons authorized to sign the Cost Proposal Form. The person signing the Cost Proposal Form must initial any changes or corrections.
7. The name of the person, firm, or corporation making the proposal must be printed in ink, along with the Proposer's signature, on all separate sheets of the Proposal Form. If a proposal is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the proposal must show the name of the State under the laws of which the Corporation is chartered and his, or their, authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the Proposal Form.
8. All proposals must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or corporation making the proposal shall submit it in a sealed envelope on or before the date and time specified in the proposal package. The envelope shall be marked "**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.
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

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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 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

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

exception taken thereto may disqualify the proposal. Proposers are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Proposer shall merit withdrawal of the proposal.

18. Copies of all communication pertaining to proposals must be sent to the Contracts, Compliance and Risk Management Section.
19. The purpose of this proposal is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. Any applicable sales taxes should be included in the unit prices for all materials to be provided by the successful Proposer.
20. Proposers are hereby notified and agree by submission of a Proposal Form that if additional items not listed in the Proposal Form become necessary and require unit prices not established by the Proposal Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Proposal Form.
21. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
22. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Proposer intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Proposal Form. Otherwise, none will be assumed.
23. The time for completion of the work is stated in the Proposal Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
24. The Proposer must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Proposer.
25. The successful Proposer must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

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, and the Risk Management Requirements), 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 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 packages submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible proposal:
 - a. Ability of proposer to perform in the time frame needed by the CCWA.
 - b. Reputation of the proposer in its industry.
 - c. Reasonableness of the proposal in relation to anticipated costs.

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

- d. Ongoing relationships with the CCWA based on above-average prior performance of work with CCWA.
 - e. Preference for local proposers where there is no significant variance in price or service.
33. Proposers are notified that CCWA reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Proposer's place of business to any affected Authority facility. CCWA further reserves the right to award the contract to a Proposer other than the Proposer offering the lowest price where: (a) the difference in price between the low Proposer and the preferred Proposer is nominal; and (b) CCWA's Board determines that the preferred proposal provides the most cost effective option due to the closer proximity of the preferred Proposer's place of business to the affected Authority facility or facilities. In such a situation, by responding to this proposal, the Proposer waives any cause of action against CCWA for frustration of proposal or under any similar legal theory; furthermore, the Proposer agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by CCWA in defending against any such claim.
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 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 bidders access certified Small Local Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

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

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

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

Division 2 **Proposal Requirements**

Section 1: Instructions to Proposers

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

END OF SECTION

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

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

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

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

Division 2

Proposal Requirements

Section 2: Risk Management Requirements

ALL CONTRACTS

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability MINIMUM limits of \$500,000 bodily injury for each Accident, \$500,000 bodily injury for each Disease, and \$500,000 bodily injury by Disease for each Employee. Disease \$100,000 each employee, \$500,000 Disease policy limit. If any work is performed out of state including any remote worker, then those states must be covered as well. If there is an exposure of injury to any contractors or providers to any maritime exposures then coverage shall include the appropriate endorsements such as USL&H (United States Longshore and Harbor Workers Comp Act), Jones Act or other federal statutes.

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

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

AS APPLICABLE

Crime Liability – Crime Liability required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers. Any use of crypto currencies must be pre-approved by the risk management department.

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

Professional Liability (Errors & Omissions) – Professional Liability required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

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

Aviation Liability - required for all Drones/UAV (Unmanned Aerial Vehicles), general aviation contracts, and Fixed base

Division 2

Proposal Requirements

Section 2: Risk Management Requirements

three (3) years following completion of work. The general aggregate and products & completed operations aggregate should be at least twice the minimum required occurrence limit. Policy shall be written on an Insurance Services Office (ISO) industry form CG0001 2010 or newer. Contracts involving any youths or children under 18 should also be required to provide proof of coverage for sexual abuse & molestation coverage that it is either; clearly not excluded on the general liability or purchased as a stand-alone policy. Should the coverage be on a claims-made basis, insurance should remain in force for the life of the contract and up to the date to which the youngest youth/child at the start of the contract turns age 18 plus two years.

operators (FBO). Coverage should include owned, hired, and non-owned aircraft/aviation.

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

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

[LIMITS OF LIABILITY ON NEXT PAGE]

Division 2 **Proposal Requirements**

Section 2: Risk Management Requirements

LIMITS OF LIABILITY (Commercial General):

\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal & Advertising Injury
\$500,000	Damages to Premises/Fire Legal
\$5,000	Medical Payments

LIMITS OF LIABILITY (Automobile):

\$1,000,000	Combined Single Limit OR
\$500,000	Per Person
\$500,000	Per Occurrence
\$100,000	Property Damage
\$1,000	Medical Payments

LIMITS OF LIABILITY (Crime):

\$1,000,000	Employee Dishonesty
\$1,000,000	Funds Transfer Fraud
\$100,000	Money & Securities
\$1,000,000	Computer Crime
\$100,000	Social Engineering or its equivalent

LIMITS OF LIABILITY (Cyber):

\$1,000,000	Each Claim/Wrongful Act
\$2,000,000	Annual Aggregate
\$1,000,000	Business Interruption
\$1,000,000	Data Recovery
\$500,000	Cyber Extortion Expenses
\$50,000	Cyber Extortion/Ransom Payments

Division 2

Proposal Requirements

Section 2: Risk Management Requirements

LIMITS OF LIABILITY (Aviation):

\$5,000,000	Each Occurrence
\$1,000,000	Automobile Liability
\$1,000,000	Pollution Liability (FBOs Only)

LIMITS OF LIABILITY (Liquor):

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate

LIMITS OF LIABILITY (Sexual Abuse & Molestation):

\$1,000,000	Each Claim/Wrongful Act
\$2,000,000	General Aggregate

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. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation). Concurrent policy dates with primary liability policies except for workers compensation.

END OF SECTION

Division 2

Bid Requirements

Section 3: Required Proposal Submittals

3.1 Proposal submittals:

The following items are required to be included as part of the proposal submittal. Failure to provide any of these items may result in the proposal being deemed non-responsive. For your convenience, a check box is provided next to the required items, which include but are not limited to:

- A. Cost Proposal Form – *Proposers must submit their completed and signed Cost Proposal Form.*
- 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 bid MUST also complete, sign, date, and have both Affidavit forms notarized and make proper notation of "N/A" - Not Applicable.

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

- F. CCWA SLBE Certificate and/or required SLBE Forms (as applicable). *An indication of "N/A" for "not applicable" must be noted as appropriate.*
- G. Non-Collusion Certificate.
- H. Certification of Absence of Conflict of Interest.
- I. W-9 Form. *Company name must match the Vendor Information Form and must be registered with the [Georgia Secretary of State](#).*
- J. Vendor Information Form. *Company name must match the W-9 Form.*
- K. Copies of all licenses required to perform the work (if applicable).

Division 2

Bid Requirements

Section 3: Required Proposal Submittals

- Any other items as required in this RFP including but not limited to the items contained in the Instructions to Proposers.
- L. All addenda issued.

END OF SECTION

Division 2 **Proposal Requirements**

Section 4: Cost 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 **Water Reclamation (Agri-Plus 650) Pellet Purchasing Agreement** 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.

Division 2 **Proposal Requirements**

Section 4: Cost Proposal Form

INSURANCE:

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

ADDENDA:

Proposer acknowledges receipt of the following Addenda:

Division 2

Proposal Requirements

Section 4: Cost Proposal Form

COST PROPOSAL FORM

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.

Per the description and general conditions of this Request for Proposals, 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. Information provided on this form will be subject to verification by CCWA.

CCWA SLBE Certified: Yes No

If Yes, provide proof of current CCWA SLBE Certification

Submitted by: _____
COMPANY NAME OF PROPOSER

Division 2 **Proposal Requirements**

Section 4: Cost Proposal Form

Submitted by:

(NAME OF PROPOSER)

By: _____
(SIGNATURE)

(TITLE)

(DATE)

(SEAL)
(ATTEST)

(ADDRESS)

(PHONE 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 the four to seven-digit number	_____ Date of Authorization
_____ Name of Contractor (Printed)	
_____ BY: Authorized Officer or Agent of Contractor (Signature)	_____ Date
_____ Printed Name of Contractor's Authorized Officer or Agent	
_____ Title of Authorized Officer or Agent of Contractor	
SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ 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 the four to seven-digit number

Date of Authorization

Name of Sub-contractor (Printed)

Authorized Officer or Agent of Sub-contractor (Signature)

Date

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

Title of Authorized Officer or Agent of Sub-contractor

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

Notary Public

My Commission Expires

Division 2

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

8.1 Program Overview

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

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

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

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

- Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed: (1) Construction Firms – \$18,250,000; (2) Professional Services Firms – \$5,500,000; (3) Architectural Firms – \$3,750,000; (4) Engineering Firms – \$7,500,000, and (5) Goods and Services – less than 250 employees.
- Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year.
- **Note:** Complete CCWA SLBE Certification Requirements are listed on the Provisional and General Certification Applications; <https://www.ccwa.us>. To be considered a CCWA SLBE Certified Firm, the vendor shall complete the Certification Process by the solicitation submission deadline.

To encourage participation in contracting regardless of company size, the Authority provides bidders with Solicitation Incentives to ensure that small businesses maintain a competitive advantage in the Authority's solicitation process. The Authority's three Solicitation SLBE Incentives; Bid Discounts, Preference Points, and SLBE Goal utilization are determined on a solicitation-by-solicitation basis.

Division 2

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

8.2 SLBE Incentive Type

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

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

Bid Discount

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

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

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

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

Preference Points

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

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

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

Division 2

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

<u>Example:</u>			
General proposal requirements		(POSSIBLE TOTAL 50 POINTS)	
Technical requirements		(POSSIBLE TOTAL 50 POINTS)	
SBLE 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	10	No SLBE Preference	0
TOTAL POINTS	80	TOTAL POINTS	70

8.3 SLBE Conclusion

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

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

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

8.4 Solicitation SLBE Required Form(s)

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

END OF SECTION

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Contract Forms

Section 1: Agreement Form

**STATE OF GEORGIA
COUNTY OF CLAYTON**

PELLET PURCHASING AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **CLAYTON COUNTY WATER AUTHORITY**, a body corporate and politic, a public corporation, and a political subdivision of the State of Georgia, duly created and existing under the laws of the State of Georgia (hereinafter, "SELLER") and _____ (hereinafter, "BUYER"), from time to time collectively referred to herein as "Parties":

WITNESSETH:

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 pelletized dry sewage sludge (hereinafter "Product"); and,

WHEREAS, the Seller is desirous of selling its Product to the 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 both Parties, the Parties do agree as follows:

1. DESCRIPTION OF PURCHASE

In accordance with the Buyer's proposal submitted to the Seller in response to the **Request for Proposals, Water Reclamation (AGRI-PLUS 650) Pellet Purchasing Agreement, 2024-WR-2**, and in accordance with the terms and conditions provided in the solicitation for such Request for Proposals (hereinafter, "the Solicitation"), the Buyer agrees to purchase Product from the Seller and to market, transport, and distribute such Product.

2. TERM

(a) The initial term of this Agreement shall commence on the date first above written and shall terminate on March 30, 2026.

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Contract Forms

Section 1: Agreement Form

(b) This Agreement may be renewed for three additional one-year terms, each upon agreement of the Parties in writing (hereinafter, "Renewal Terms"). For Renewal Terms, the Parties may additionally agree for an increase in the Price, provided for under Paragraph 6 of this Agreement, of no more than 15% above the Price for the previous initial term or previous Renewal Term of the Agreement.

(c) Notwithstanding subsections (a) and (b) of this Section, either party to this Agreement may terminate this Agreement by giving to the other party thirty (30) days written notice of their intention to terminate this Agreement. Additionally, this Agreement may be terminated for cause at any time by either party immediately upon delivery of written notice to the other party.

3. 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 results in the dry sewage sludge being pelletized. The Buyer understands that a major consideration for the Seller entering into this Agreement with the Buyer is the Buyer's representation that Buyer will make weekly pickup of all the Seller's pellet production. The Buyer represents to the Seller that the Buyer will make Buyer's weekly pickups of pelletized dry sewage sludge from the Seller's W.B. Casey Water Resource Recovery Facility, located at 688 Flint River Road, Jonesboro, Clayton County, Georgia (hereinafter the "WRRF"), or at such other located as may be directed by the Seller. 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 the Buyer, to sell or give away that portion of its production not delivered to the Buyer and may charge the Buyer with the difference between the price which the Seller obtains and the amount herein contracted to be paid by the Buyer. The Parties agree that it is the intent of the Parties under this Agreement to require the Buyer to purchase all the Seller's production of pelletized dry sewage sludge.

4. PERMIT REQUIREMENTS AND INDEMNIFICATION

(a) The Seller understands that for the Buyer to dispose of the pelletized dry sewage sludge, all existing federal and state law requirements must be met regarding sludge quality. The Buyer represents that the Buyer is familiar with all applicable laws and regulations with respect to the collection, transport, storage, cycling, processing, and disposal of sewage sludge. The Buyer further represents and warrants to the Seller that the Buyer intends to comply fully with all applicable laws and regulations with respect to the management and disposal of domestic

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Contract Forms

Section 1: Agreement Form

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 laws and regulations with respect to sludge disposal and to land application of domestic wastewater treatment sludge. To the extent that any state or local governing jurisdiction has reporting requirements with respect to generators of processed domestic sludge, the Buyer shall be responsible for all such filing requirements.

(b) To the fullest extent permitted by law, the Buyer agrees to indemnify, defend, and hold harmless the Seller and its board members, directors, officers, officials, employees, agents, and legal representatives (collectively, "Seller Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses, including, but not limited to, reasonable attorney's fees and costs or fines or penalties charged by any party, including, but not limited to, any governmental entity, incurred by the Seller or any Seller Indemnitees as a result of or arising out of (i) the wrongful misconduct or negligence, including, but not limited to, fraud, of the Buyer or its employees, agents, or representatives in performing this Agreement; (ii) a material breach by the Buyer of its covenants; or (iii) failure by the Buyer or its employees, agents, or representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with the purchase and marketing, transporting, and distribution of the pelletized biosolids under this Agreement. The Buyer expressly understands and agrees that any bond or insurance protection required by this Agreement, or otherwise provided by the Buyer, shall in no way limit the responsibility of the Buyer to indemnify, keep and hold harmless and defend the Seller or Seller Indemnitees as provided herein. These obligations provided for under this paragraph shall survive termination of this Agreement.

5. PRODUCT SPECIFICATIONS

The Seller agrees that the pelletized dry sewage sludge to be sold to the Buyer shall meet certain parameters. Such parameters are as provided for in the Solicitation.

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; provided, however, that the Seller shall advise the Buyer of the analysis method. Should the Buyer wish to challenge the sludge analysis provided by the Seller, the Buyer shall have the right, at the Buyer's expense, to

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Section 1: Agreement Form

have an independent commercial laboratory verify such analysis. The Buyer agrees that the laboratory to be used by the Buyer shall have been approved in advance and 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 the Parties. The Seller makes no representation or warranty, express or implied, with respect to the Product sold; provided, however, that the Buyer shall not be responsible for payment for any Product which fails to meet the parameters set forth in the Solicitation.

6. PRICE

The Buyer shall pay to the Seller the amount of _____ (\$_____) per ton of product delivered into Buyer's trucks or other motor vehicles. Price per ton is for all costs, including, but not limited to, labor, equipment, and services associated with the marketing and distribution of the product.

7. DELIVERY

The Buyer shall accept delivery of the pelletized dry sewage sludge at the WRRF, or other location as directed by the Seller, within the usual business hours, provided the Seller is given reasonable advance notice of the Buyer's intent to accept delivery. The Buyer shall be responsible for providing the trucks, or other motor vehicles, 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.

8. TERMS OF PAYMENT

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

9. TITLE

Title to the Product sold and delivered hereunder shall pass to the Buyer when delivered into the Buyer's trucks, or other motor vehicles, at the loading facility at the WRRF or such other location.

10. NOTICE

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

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Contract Forms

Section 1: Agreement Form

To the Seller:

Clayton County Water Authority
1600 Battle Creek Road
Morrow, Georgia 30260
Attention: H. BERNARD FRANKS, Chief Executive Officer

To the Buyer:

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.

11. 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, and any subcontractor used by the Buyer in connection with this Agreement, shall comply with the risk management requirements provided for under Section 15 of this Agreement. 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.

12. ATTORNEY FEES

The Buyer shall pay reasonable attorney 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.

13. ASSIGNMENT AND SUBCONTRACTING

The Buyer shall not assign this Agreement or any portion of this Agreement without the prior express written consent of the Seller. No assignment by the Buyer, including any assignment to which the Seller consents, shall in any way relieve the Buyer from complete and punctual performance of this Agreement.

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Section 1: Agreement Form

14. SELLER'S ASSISTANCE AND COOPERATION

During the Buyer's performance of this Agreement, the Seller may, but has no obligation to, provide assistance to, or cooperate with, the Buyer in activities that facilitate the proper performance and completion of this Agreement by the Buyer. Such assistance or cooperation by the Seller shall not be construed, and the Buyer agrees that it shall not claim, that any such assistance or cooperation operates to relieve the Buyer from complete, proper, and punctual performance of all the Buyer's obligations under this Agreement.

15. RISK MANAGEMENT REQUIREMENTS

The Contractor shall abide by the Seller's applicable Risk Management Requirements, attached to this Agreement as provided for in the Solicitation.

16. GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Court of Clayton County, Georgia.

17. NON-WAIVER

The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.

18. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

19. INTERPRETATION

The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an

Division 3

Contract Forms

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agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

20. AMENDMENTS

All modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.

21. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement.

22. ELECTRONIC SIGNATURES

Pursuant to the Official Code of Georgia Annotation (O.C.G.A.) Section 10-12-7, this Agreement may be executed and delivered by the Parties by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of the Parties thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

23. ENTIRE AGREEMENT

This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations, and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

24. CAPTIONS

The organization of this Agreement into articles, sections, paragraphs, or subparagraphs or the use of headings and subheadings are for convenience and reference only and will not modify or affect the meaning, interpretation, construction, or effect of this Agreement nor the rights, obligations, or liabilities of the parties under this Agreement.

Division 3

Contract Forms

Section 1: Agreement Form

25. CALCULATION OF TIME PERIODS

Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 20_____.

CLAYTON COUNTY WATER AUTHORITY

BUYER

By: _____
Name: H. BERNARD FRANKS
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Name: _____
Title: _____
Date: _____

END OF SECTION

Division 3

Contract Forms

Section 4: Non-Collusion Certificate

STATE OF _____, COUNTY OF _____

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

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

_____ in proposing or procuring the Contract with the Clayton County Water Authority on the following Project: **Water Reclamation (Agri-Plus 650) Pellet Purchasing Agreement**, and that said _____

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

ATTEST: By: _____
Bidder

By: _____ By: _____
Name Name

Title: _____ Title: _____

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

Notary Public: _____ My Commission expires: _____

END OF SECTION

Division 3

Contract Forms

Section 5: Certification of Absence of Conflict of Interest.

CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST

(O.C.G.A. § 36-80-28)

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

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

- (3) Contractor shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.
- (4) Contractor acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to CCWA entitling CCWA to seek injunctive relief in addition to all other legal remedies.

NAME OF CONTRACTOR

Name of Contractor's Authorized Official

Signature of Contractor's Authorized Official

DATE

END OF SECTION

ATTACHMENT A

W-9 Form

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

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

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

What Name and Number To Give the Requester

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

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

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

ATTACHMENT B

Vendor Form



CLAYTON COUNTY WATER AUTHORITY

FINANCE DEPARTMENT

1600 BATTLE CREEK ROAD | MORROW, GEORGIA 30260

Phone: (770) 960-5880 | Web Site: www.ccwa.us

VENDOR INFORMATION FORM

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

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

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

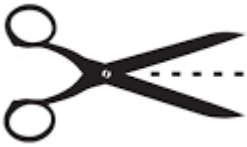
FOR OFFICE USE ONLY: CCWA Procurement & Contract Specialist shall e-mail the awarded vendor's *Vendor Information Form* and *W-9 Form* to ccwa_newvendorrequest@ccwa.us.

ATTACHMENT C

Proposal Package Label

PACKAGE LABEL

Please use the label below to properly mark your proposal package, which will help route it to the proper location timely.



DELIVER TO: CLAYTON COUNTY WATER AUTHORITY
1600 Battle Creek Road
Morrow, GA 30260



Attention: PROCUREMENT

**Water Reclamation (Agri-Plus 650) Pellet Purchasing Agreement
2024-WR-2**

Due Date and Time: Thursday, January 18, 2024 at 2:00 p.m. local time

VENDOR NAME: _____

Address: _____

City, State, Zip: _____

GA Utility License (If applicable): _____

ADDENDA