

REQUEST FOR PROPOSAL

System Install

Issuing Agency Henry County Board of Commissioners
Purchasing Department
140 Henry Parkway, Room 209
McDonough, Georgia 30253
Phone: 770-288-6027
Fax: 770-288-6047

Issue Date October 7, 2008

Buyer Glynn Purser

Proposal Number SP-09-24-111408-1

Proposal Closing Date November 14, 2008

Proposal Closing Time 3:00PM

Project Furnish and Install Soil Vapor Extraction System

**REQUEST FOR PROPOSAL
(SP-09-24-111408-1)**

Henry County Board of Commissioners is requesting proposals to furnish and install a Soil Vapor Extraction System for the closed West Asbury Road Municipal Solid Waste Landfill located in McDonough, Georgia. The Contractor shall provide all materials and services necessary in the performance of this RFP.

Proposals will be received by Henry County Board of Commissioners, Purchasing Department, 140 Henry Parkway, Room 209, McDonough, Georgia 30253 until 3:00PM local time on Friday November 14, 2008. Proposals may be submitted by mail, common carrier, or delivered in person. Electronic (fax or e-mail) proposals are not acceptable. All proposals must be received by the Purchasing Department prior to the date and time specified. Late proposals will not be considered nor returned. Proposals will be formally accepted and acknowledged at the County Administration Building by staff personnel.

A pre-proposal meeting will be held on Tuesday October 21, 2008 at 10:00 AM in the Henry County Administration Building, 140 Henry Parkway, Purchasing Department, Room 209, McDonough, Georgia. This meeting is not mandatory; however, attendance is strongly recommended as failure to attend will not relieve the vendor of fulfilling all requirements and/or obligations of the bid/proposal. Also, individual meetings with County staff regarding the bid/proposal may not be available.

The Proposal documents and specifications are available for inspection at the Henry County Board of Commissioners, Purchasing Department, 140 Henry Parkway, McDonough, Georgia. The Proposal documents are also available for inspection and download at the Henry County BOC website: www.co.henry.ga.us >departments >purchasing >bids

Proposals may not be withdrawn for ninety (90) days after the time and date set for closing, except as allowed by OCGA. Henry County reserves the right to reject any and all proposals and to waive any technicalities.

1. ABOUT THIS DOCUMENT

- 1.1. This document is a Request for Proposal. It differs from an Invitation to Bid/Quotation in that the County is seeking a solution, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards which measure how well a vendor's approach meets the desired requirements and needs of the County. The County will thoroughly review all proposals received. The County reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets its required needs, quality levels, and budget constraints.
- 1.2. Henry County will not be responsible for any expenses incurred by any vendor in the development of a response to this RFP, including any interviews, presentations, or supplemental information provided, submitted, or given to Henry County or its representatives.

2. SCOPE

- 2.1 The intent of this invitation is to obtain competitive proposals from qualified vendors to furnish and install a Soil Vapor Extraction System the closed West Asbury Road Municipal Solid Waste Landfill located in McDonough, Georgia.
- 2.2 If awarded, the County intends to award a single contract as a result of this RFP.
- 2.3 After Contract award, the Contractor shall furnish all labor, materials, equipment and services as required.
- 2.4 The selected Contractor will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. Further, Henry County will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

3. SUBMISSION OF PROPOSALS

- 3.1 Sealed proposals will be received by the Henry County Board of Commissioners, Purchasing Department until 3:00PM local time on Friday November 14, 2008. Late proposals will not be considered nor returned.
- 3.2 **A pre-proposal meeting will be held on Tuesday October 21, 2008 at 10:00 AM (local time) in the Henry County Administration Building, 140 Henry Parkway, Purchasing Department, Room 209, McDonough, Georgia. This meeting is not mandatory; however, attendance is strongly recommended as failure to attend will not relieve the vendor of fulfilling all requirements and/or obligations of the bid/proposal. Also, individual meetings with County staff regarding the bid/proposal may not be available.**

- 3.3 After the pre-proposal meeting, all questions must be in writing and addressed to Glynn Purser, Henry County Purchasing Department, 140 Henry Parkway, McDonough, Georgia 30253; questions may be sent via fax, 770-288-6047, or e-mail gpurser@co.henry.ga.us . All questions must be received by 3:00PM (local time) on Tuesday October 28, 2008. All questions will be answered in writing and posted at the Henry County, Georgia website by 4:00PM (local time) on Friday October 31, 2008; www.co.henry.ga.us .
- 3.4 Each bidder must return the following documents/forms with his proposal:
- Vendor's proposal documents, including costs for the project
 - Supply/Service Contract Form
 - Item/Price Schedule
 - Contractor Affidavit and Agreement
 - Subcontractor Affidavit
 - Bid Bond
- 3.5 The County may revise the proposal documents by issuing a written addendum prior to the proposal closing time. The addendum must be returned with the bid or proposal documents. Failure to bid or propose in accordance with an addendum may be cause for rejection. In unusual circumstances, the County may postpone an opening in order to notify vendors to give them sufficient time to respond to the addendum. Any change which is not issued through the Purchasing Department as a written addendum shall not be binding upon the County.
- 3.6 Proposals may be submitted by mail, common carrier, or delivered in person. Fax proposals are not acceptable. All proposals must be received by the Purchasing Department prior to the date and time specified.
- 3.7 Proposals must be returned to Henry County Board of Commissioners, Purchasing Department, 140 Henry Parkway, Room 209, McDonough, Georgia 30253. All proposal packages, envelopes, etc. must be clearly marked for ***"Sealed Proposal No. SP-09-24-111408-1"***.
- 3.8 *The Purchasing Department shall not be responsible for proposals which are not properly addressed or directed to any other department. Proposals which are not received in the Purchasing Department by the time and date specified shall be considered late and shall not be considered for award.*
- 3.9 Bidders are cautioned that any documentation submitted with or in support of a bid or proposal will become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential", "Proprietary", or in any other manner will not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.
- 3.10 Proposals may not be withdrawn after the time and date set for proposal closing, but shall remain open for acceptance for a period of ninety (90) days following such time.
- 3.11 All proposals become property of the County and shall not be returned to the vendor(s)

3.12 Vendor shall furnish one (1) original, clearly marked, and five (5) bound copies of the proposal and all documentation. All forms must be typewritten or printed in ink. Any changes or corrections must be initialed by the person signing the proposal documents.

4. PRICING

4.1 All prices shall be F. O. B. destination (location or job-site) and shall include all charges that may be incurred in fulfilling the terms of this Request for Proposal.

5. INTERPRETATION OF BID

5.1 All inquiries regarding bidding/proposal procedures should be directed to: Glynn Purser, Purchasing Department, 140 Henry Parkway, Room 209, McDonough, Georgia 30253, phone 770-288-6027, fax 770-288-6027 or e-mail gpurser@co.henry.ga.us.

5.2 Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

5.3 No oral order, objection, claim or notice by any party to the other, either before or after execution this bid, shall affect or modify any of the terms or obligations contained in any of the documents comprising this bid.

5.4 Unauthorized contact with members of the Henry County Board of Commissioners, county employees or county representatives by a vendor or a vendor's representative concerning this RFP is prohibited and may result in the disqualification of the vendor.

6. ORDER OF PRECEDENCE

6.1 In the event of conflict, the Acceptance Agreement and the Special Provisions of this RFP shall take precedence over the General Conditions and Instructions to Bidders included herein.

7. AWARD

7.1 Henry County reserves the right to reject any and all proposals, to waive any technicalities and, unless otherwise specified by the bidder, to accept any item in the proposal.

7.2 The County reserves the right to award the contract to the next most qualified vendor/firm if the successful vendor/firm does not begin contracted services within the prescribed number of days stated in the contract.

7.3 Henry County is exempt from excise taxes, including transportation and sales tax. Any applicable taxes otherwise imposed by a governmental body must be shown as a separate item.

7.4 It is agreed by the parties hereto that delivery by the supplier to the common carrier does **not** constitute delivery to the County or any political subdivision or department thereof. It is agreed that the County accepts title only when received regardless of F.O.B. point.

8. PURCHASE ORDER

- 8.1 A purchase order for the item(s) listed in this Request for Proposal will be issued after the contract has been awarded by the Henry County Board of Commissioners.
- 8.2 The purchase order does not supercede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modifications thereto.

9. DELIVERY POINT

- 9.1 All work shall be coordinated with the Project Manager; all deliverables shall be delivered to the Project Manager; all invoices shall be sent/delivered to the Project Manager.

10. CONTRACT ADMINISTRATION

- 10.1 The contractor shall assign, in writing, a Contract Administrator throughout the life of this contract as the primary point of contact for the various departments of the County. The departments and user personnel shall direct all contract resolutions through the Contract Administrator, which includes specifications, pricing, shipping, reports, etc. The Contract Administrator may designate personnel within the company to provide requested information. However, the County shall not contact other personnel with the company that is not familiar with the terms and conditions of the contract. The Contract Administrator shall be included on the Financial Response Form attached.
- 10.2 The County recognizes that changes will occur during the life of this contract. Therefore, if a change in the Contract Administrator is necessary, the contractor shall notify the Henry County Purchasing Department, in writing, within five (5) business days. The following information shall be submitted for the new Contract Administrator: Name, Title, Phone Number, Fax Number and e-mail address.

11. LISTING OF EXCEPTIONS

- 11.1 All exceptions to contract specifications must be itemized. Details concerning the exception must be clearly explained. Each exception will be considered by the County as to the degree of impact and total effect on the bid.
- 11.2 The County assumes that silence to exception indicates that the item(s) will comply with specifications. Should the item(s) not comply, and the exception is not indicated, then the item(s) shall be rejected when delivered. All items shall be given a general inspection for material, workmanship, and compliance with specification prior to acceptance. Should the item not comply, and an exception not taken, the Contractor shall be held responsible to fulfill that specification. Acceptance is not final until all specifications, with concurrence to exceptions, are met. The submission of literature will not constitute the taking of an exception nor honor any specification changes.

12. COMPLETION OF PERFORMANCE

- 12.1 Unless otherwise extended by approved Change Order(s), Contractor shall complete its performance of this contract within the time specified.

13. DELAYS BEYOND CONTROL OF CONTRACTOR

- 13.1 In the event that completion of the contract shall be delayed because of any labor strike or work stoppage, injunction, or interference of any public authority, or by reason of any cause or circumstances beyond the control of the Contractor and for which he could not have taken reasonable precaution, the completion date may be extended as shall be determined in each instance at the discretion of the County.
- 13.2 However, the granting of any such extension(s) shall not be considered as a waiver of the requirement of timely completion or deemed to affect the importance of timely completion.
- 13.3 Notice of Delays: Whenever the Contractor receives notice or obtains knowledge of any event or condition which will delay, or is likely to delay, the completion of his performance under this contract beyond the specified completion date, he shall notify County Purchasing in writing within fifteen (15) calendar days after receiving such notice or obtaining such knowledge of the nature of the delay and its estimated duration; otherwise, the Contractor shall not be entitled to any extensions of the completion date.

14. WARRANTY/GUARANTEE

- 14.1 The Vendor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation.
- 14.2 The Contractor warrants to the Owner that material and equipment furnished under the contract will be new condition and current production; that the work will be free from defects not inherent in the quality required or permitted, and; the work will conform with the requirements of the Contract documents.
- 14.3 The warranty period shall be for one (1) year minimum from the date of final acceptance by the Owner; if the manufacturer's standard warranty is longer than one (1) year, this additional warranty shall be extended to the County at no additional cost. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered as defective. The Contractor also certifies that the services to be rendered pursuant to this contract shall be performed in accordance with the standards customarily provided by an experienced and competent professional rendering the same or similar services.
- 14.4 Acceptance of the work by the County will not relieve the Vendor of the responsibility of subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Vendor.
- 14.5 The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or wear and tear under normal usage.

15. PAYMENT

- 15.1 Invoices will be paid within thirty (30) days after approval by the project manager.

15.2 The Contractor shall promptly pay each Sub-contractor, upon receipt of payment from the Owner, the amount to which said Sub-contractor is entitled. The Contractor shall, by appropriate agreement with each Sub-contractor, require each Sub-contractor to make payments to Sub- subcontractors in similar manner.

15.3 Neither the Owner nor the Architect/Project Manager shall be obligated to pay or ensure the payment of money to a Sub-contractor except as otherwise may be required by law.

15.4 Payment to material suppliers shall be treated in a manner similar to that provided in sections 15.2 and 15.3.

15.5 The County shall withhold ten percent (10%) of the total contract amount until all deliverables have been completed and approved.

16. OWNERSHIP OF DOCUMENTS

16.1 Reports and all relevant data such as maps, diagrams, plans, designs, electronic data, statistics, specifications, and other supporting records or drawings compiled or prepared in the course of performance of the Services required by this Contract shall be the absolute property of the County and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the Project except that Contractor shall have the right to retain copies of the same.

17. NEWS RELEASES BY VENDOR

17.1 As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation shall not be made by a contractor without the prior written approval of the County.

18. SEVERABILITY/CANCELLATION

18.1 It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

18.2 This Contract shall be construed and governed in accordance with the laws of the State of Georgia. Any controversy or claim rising out of or relating to this Contract, or the breach thereof, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association at a hearing in McDonough, Georgia. A judgment of a court having jurisdiction may be entered upon the arbitrator's award. The prevailing party, in addition to all other sums to which it may be entitled, may call upon the other party to pay their reasonable expenses, including legal fees, relevant to the claim.

18.3 Cancellation. This contract may be cancelled by either party, at any time, upon 30 days written notice of its intent to cancel. The Contractor shall be paid for all services rendered or materials delivered and due prior to the Notice of Cancellation

19. NON-COLLUSION

19.1 By signing the Supply Service Agreement, vendor certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Bidder understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

20. INDEMNIFICATION/HOLD HARMLESS

20.1 The vendor that is selected as the contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Henry County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Henry County and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

20.2 The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the contractor.

21. CONFLICT OF INTEREST

21.1 By signing the Supply Service Agreement form, I certify that the vendor and employees of the vendor performing work on this Contract shall comply with the requirements of Section 3-2-4 of the Code of Henry County pertaining to Conflicts of Interest.

21.2 Further, no employee of Henry County shall be directly interested financially, or have any direct personal beneficial interest, in the purchase or contract for any materials, equipment or supplies furnished to Henry County as a result of the Supply Service Agreement.

22. DRUG-FREE WORKPLACE CERTIFICATION

22.1 By signing the Supply Service Agreement form, I certify that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- A. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
- B. Each Contractor who hires a subcontractor to work in a drug-free work place shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

- C. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

23. COMPLIANCE WITH STATUTES

- 23.1 The Vendor shall comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to the supply of any items or services pursuant to this RFP and resulting Contract.

24. BREACH OF CONTRACT

- 24.1 In the event of a material breach of this Contract by Contractor which shall continue for ten (10) or more calendar days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to Contractor by County, and Contractor does not either cure or commence to cure such breach within such ten (10) calendar day period, County shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Contract) and either: A) suspend performance of its payment obligations under the Contract for as long as the breach continues uncorrected; or B) terminate this Contract by written notice to Contractor if the breach remains uncorrected.
- 24.2 In the event of: A) any failure of County for ten (10) or more calendar days to make any payment when due, or B) any other material breach of this Contract by the County which shall continue for ten (10) or more calendar days after written notice of such breach (including reasonably detailed statement of the nature of such breach) shall have been given to the County by the Contractor, and the County does not either cure or commence to cure such breach within such ten (10) calendar day period, the Contractor shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Contract) and either A) suspend performance of its obligations under this Contract for as long as the breach remains uncorrected; or B) terminate this Contract by written notice to the County if the breach remains uncorrected.
- 24.3 All remedies available to the County with respect to the Performance Bond and Payment Bond will remain in full force.

25. INSURANCE REQUIREMENTS

- 25.1 The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection therewith.

The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

25.2 The Contractor shall, during the continuance of all work under the Contract, provide the following:

A. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.

B. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$5,000,000.00 per occurrence to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

25.3 Contractor shall notify the Owner, in writing, thirty (30) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the Owner.

25.4 Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.

25.5 Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the Owner from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

25.6 The Contractor and all subcontractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.

26. BONDING REQUIREMENTS / LIQUIDATED DAMAGES

26.1 BID SECURITY

- 26.1.1 Bid/Proposal shall be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the total bid amount. The Bid Bond shall be in the form of a surety issued bond (issued by a surety licensed to conduct business in the State of Georgia) or a cashier's check made payable to Henry County Board of Commissioners. The Bid Bond shall be forfeited to Henry County, Georgia as liquidated damages if the bidder fails to execute the Contract and provide Performance and Payment Bonds within fifteen (15) calendar days after being notified that he has been awarded the Contract.
- 26.1.2 The Bid security of the successful bidder will be retained until such bidder has executed the Contract and furnished Performance and Payment Bonds, whereupon the Bid security will be returned. If the successful bidder fails to execute and deliver the Contract and furnish the required Performance and Payment Bonds within fifteen (15) calendar days after the Notice of Award, Henry County may nullify the Notice of Award and the Bid security of that bidder will be forfeited to Henry County, Georgia as liquidated damages.
- 26.1.3 The Bid security of other bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh (7th) day after the effective date of the agreement or the sixty-first (61st) day after the bid opening, whereupon the Bid security furnished by such bidders will be returned.
- 26.1.4 Bid security with bids which are not competitive will be returned within seven (7) days after the bid opening.

26.2 CONTRACT SECURITY

- 26.2.1 If an award is made, the successful bidder shall furnish, within fifteen (15) calendar days after receipt of the signed Acceptance Agreement, a Performance Bond and a Payment Bond, each in an amount of one hundred percent (100%) of the Contract price.
- 26.2.2 The Performance Bond and the Payment Bond shall be issued by a surety company licensed and authorized to conduct business in the State of Georgia. Bonds shall clearly make reference to this invitation number and title and shall show Henry County Board of Commissioners as holder.

26.3 LIQUIDATED DAMAGES

- 26.3.1 Unless otherwise extended by approved Change Order(s), Contractor shall complete its performance of this contract within ninety (90) calendar days from date of receipt of the written Notice to Proceed from Henry County.
- 26.3.2 Should the Contractor, or in case of default, the Surety fail to complete the work within the time specified in the Contract or as amended by Change Order, liquidated damage charges shall be assessed against any money due or that may become due the Contractor at the rate of one hundred and fifty (\$150.00) per calendar day.

26.3.3 The parties hereto agree that the above liquidated damages are a reasonable pre-estimate and/or estimate of the probable loss or damages to the County due to any delay by Contractor in completing its performance in a timely fashion. Such liquidated damages are intended to be the County's damages for delay in performance by the Contractor, and the parties hereby agree that such damages are reasonable in light of the anticipated or actual harm caused by such delay or breach, the difficulties of proof of loss and/or the difficulty or impossibility of accurately estimating such loss, and inconvenience or non-feasibility or otherwise obtaining an adequate remedy. Such damages are hereby agreed to be damages rather than a penalty.

27. PERMITS

27.1 Contractor shall be responsible for obtaining, at his/her own cost, all permits, manifests, or other documents required for the construction project. Additionally, the Contractor, and sub-contractors, shall comply with all Federal, State, and local ordinances, rules and regulations in the performance of this construction project. The owner shall waive any County permit fees required.

27.2 Henry County will assist the Contractor in arranging for all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction. Henry County shall not be liable for payment of any claims due to utility delays, inconvenience, or damage sustained by the Contractor due to interference of any utilities or appurtenances, or the operation of moving them. The Contractor shall be responsible to comply with all "call before you dig" laws and requirements.

28. DELIVERY, INSTALLATION, AND CLEAN-UP

28.1 Contractor shall be responsible for coordinating delivery and storage of materials at the job site.

28.2 Contractor shall be responsible for contacting utility locators prior to any site work. The Contractor shall take every precaution to avoid damage to existing utilities within or outside the limit of work. The Contractor shall be responsible for any damages, physical and/or consequential, to any utility.

28.3 It is intended that the land resources within the project boundaries and outside the limits of permanent work performed under this contract be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. Any trees or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored to its original condition at the Contractor's expense, including but not limited to impact caused by equipment ruts, altered topography, etc. All soil excavated shall be removed from the site unless otherwise specified or instructed by the County project manager.

28.4 During construction, the Contractor shall maintain the construction site in a neat and orderly manner. The use of construction dumpsters is permitted; the Contractor shall be responsible for all costs and fees associated with the dumpster. When construction is finished, the Contractor shall be responsible to clean up and remove all construction debris from County property. The County shall not be responsible to provide the disposal site.

29. PROPOSAL PREPARATION AND SUBMISSION

29.1 Proposal Format. Proposals should be prepared simply and economically. Potential respondents will furnish all information required and/or specified. All costs associated with the project will be clearly identified.

30. SCOPE OF WORK/SERVICES

30.1 The Contractor shall furnish all materials, labor, tools, equipment, specialized equipment and services required to install a Soil Vapor Extraction (SVE) System for the West Asbury Road Landfill located in McDonough, Georgia.

30.2 Specifications for SVE System.

30.2.1 The SVE System is a "packaged unit" depicted on respective equipment data sheets and construction drawings (attached), consisting of one condensate separator (CS-1), SVE Blowers (2– rotary lobe), blower inlet and discharge silencers, Vacuum Relief Valves, ambient air inlet provision, Control Panel CP-1, local instrumentation, interconnecting process piping, and electrical interconnections with provisions for condensate transfer pump P-3, a Type K thermocouple and a low pressure switch for the air supply lines to the remote pumps. The SVE System shall be an engineered, fully-functional, pre-packaged and pre-tested unit that is securely fastened to a common steel skid with lifting lugs.

The steel skid shall consist of a welded steel frame covered by steel diamond checker plate. Entire skid, including interconnecting process piping and silencers, shall be primed and finished with durable paint lasting for at least three years. The Project Construction Specifications are provided for reference.

The bid should be submitted based on providing the following:

1. A primed and painted complete SVE skid; include 4 manuals
2. Two blowers as described in the specifications
3. Condensate Separator CS-1
4. Type K Thermocouple and wiring
5. NEMA 4 Control Panel CP-1;
6. Wireless SCADA system capable of accessing and controlling the system from a remote computer.
7. All interconnecting piping and electrical connections to make a “packaged system”
8. Delivery of SVE skid to job site
9. Startup assistance for three (3) days, including travel, per diem and expenses
10. Provide all materials, labor, equipment and services required to attach the SVE skid to the well field.

30.3 Estimated quantities of piping, pumps, valves and other materials are provided in the attached Item/Price Schedule.

30.4 The Construction Specifications and Project Drawings are attached for reference.

31. EVALUATION CRITERIA

The following criteria will be used to evaluate and establish a “short list” of vendors for the financial phase of this project. **The same detailed information must be provided for any anticipated subcontractor(s) participating in the project.** Evaluation criteria shall include, but are not necessarily limited to, the following:

- 31.1 State whether your organization is national, regional, or local. Identify headquarters and nearest office and identify the office which will serve as the managing office for this project, including address, telephone number, and contact person.
- 31.2 Provide a history and resources of your firm indicating the number of employees, annual payroll, firm’s age, affiliations, and ownership. List any production facilities, specialized equipment, and unique expertise.
- 31.3 Provide details of your firm’s experience in the areas covered by this proposal. This should include a sample of your firm’s work. List of projects completed within the last three (3) years that are similar in type, size, and complexity. Indicate the client name, address, phone number, and relevant information about each project.
- 31.4 Describe education and experience of all supervisors, managers and any other professional who will be involved with this project.
- 31.5 Describe the firm’s policies on rotation of key staff and the notice to be given to clients when there are changes in key personnel assigned to the project.
- 31.6 Provide a time line showing the time allocated to major components of this work.
- 31.7 Where will most work be performed?
- 31.8 Provide a list of subcontractors furnishing services and furnish the same information that you have provided about your company.
- 31.9 Attach copies of most recent annual and quarterly **audited** financial Statements (Balance Sheet and Profit & Loss Statement)
- 31.10 Describe the firm’s policy, process, and methodology on quality control that will be utilized during this project.
- 31.11 Technical responses must be detailed in approach. Any and all exceptions and additions to Henry County specifications must be itemized and cross-referenced to the original specification category and item.
- 31.12 Financial responses must comply with and utilize the proposal document “Financial Response Form.”

32. EVALUATION CRITERIA ASSESSMENT

- 32.1 A Committee will review and evaluate vendor responses to Evaluation Criteria. Evaluation Criteria will be based on but not limited to credentials and qualifications, experience, cost, responses from references, responsiveness to RFP/RFQ.
- 32.2 A “Short List” of qualified vendors will be established.
- 32.3 The County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional experience and competence to provide the services required.
- 32.4 Repetitive informal interviews may be conducted. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.
- 32.5 During the evaluation process, Henry County may request vendor demonstrations. The County will be under no obligation to visit all vendors.

33. FINANCIAL ASSESSMENT

- 33.1 At the conclusion of discussion outlined above, and on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the evaluation committee shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.
- 33.2 Financial Proposals for those firms selected above will then be evaluated to determine Service/Price reasonability.
- 33.3 Should the County determine that all selected financial proposals are unreasonable, then negotiations with the offeror ranked first shall ensue. If these negotiations are unsuccessful and terminated, then negotiations with the second ranked offeror will begin and the process shall continue until a contract can be negotiated at a fair and reasonable price with an acceptable firm.

33. STANDARD CONTRACT.

- 33.1 Proposing firms intending to use a standard contract for services as described in this RFP should include a copy of the contract as an attachment to their submission.

34. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

34.1 Henry County is subject to the requirements of the Georgia Security and Immigration Compliance Act. Accordingly, the requirements of O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this contract. Compliance with these requirements shall be attested by the execution of the Contractor Affidavit attached hereto, which shall become a part of the awarded contract. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the awarded contract, the Contractor shall secure from such subcontractor(s) attestation of the subcontractor's execution of the Subcontractor Affidavit attached hereto, which shall also become a part of the awarded contract and also a part of the contractor/subcontractor agreement. Contractor shall maintain records of such attestation for inspection by Henry County at any time. Contractor shall be required to provide copies to Henry County upon request.

Failure to comply with these rules will result in the rejection of the bid and/or termination of any awarded contract where it is subsequently determined that there has been a violation of any provision of the Act or implementing rules and regulations.

SUPPLY/SERVICE CONTRACT

PROPOSAL NUMBER

SP-09-24-112408-1

COMMODITY

Furnish and install SVE System at landfill

PROPOSAL CLOSING DATE/TIME

November 14, 2008/ 3:00PM

ISSUE DATE

October 7, 2008

DEPARTMENT

BOC

HC CONTRACT ADMINISTRATOR

Appointed after contract award

It is understood and agreed that this bid constitutes an offer, which when accepted in writing by the Henry County Board of Commissioners, Henry County, Georgia, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Henry County, Georgia.

It is understood and agreed that we have read the County's specifications shown or referenced herein and this bid is made in accordance with the provisions of such specifications. By our written signature on this bid, we guarantee and certify that all items included in this bid meet or exceed any and all such County specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications.

NAME AND ADDRESS OF FIRM:

Telephone No.:

Fax Number:

Federal Identification No.:

State of Georgia Reg. No.:

(if applicable)

CHECK ONE:

INDIVIDUAL

PARTNERSHIP

CORPORATION

State in which incorporated

Vendor Legally Authorized Signature

Date

(Impress
Corporate
Seal Here)

Print Name and Title

ACCEPTANCE AGREEMENT – Henry County, Georgia

(This is not an order)

CONTRACT NUMBER:

DATE:

Accepted as to Items (s) Indicated:

Chairman, Board of Commissioners

Date**RETURN THIS FORM WITH PROPOSAL NO. SP-09-24-111408-1**

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 that is contracting with Henry County, Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Henry County, Georgia, contractor will secure from each subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each verification to Henry County, Georgia at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires:_____

*As of the effective date of O.C.G.A. §13-10-91, the applicable federal work authorization program is the “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).

RETURN THIS FORM WITH PROPOSAL NO. SP-09-24-111408-1”

SUBCONTRACTOR AFFIDAVIT

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 _____ (name of contractor) on behalf of Henry County, Georgia, has registered with and is participating in a federal work authorization program* [or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires:

*As of the effective date of O.C.G.A. §13-10-91, the applicable federal work authorization program is the “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).

RETURN THIS FORM WITH SEALED PROPOSAL NO. SP-09-24-111408-1”

Item/Price Schedule
Henry County - West Asbury Road MSWLF

RETURN THIS FORM WITH PROPOSAL NO. SP-09-24-111408-1"

Items	Quantities	Units	Unit Rate	Total
SVE System "packaged unit"; complete per specifications (section 30.2.1)	1	each		
Mobilization/Demobilization	1	each		
Survey (Preconstruction Layout and Record Survey)	1	each		
Erosion Sedimentation Control	1	each		
SVE System Off-Load/Placement/ hookup	1	each		
LFG Flare (Purchase and Install), Detonation Flame Arrestor and Thermocouple Install	1	each		
Electrical Panel/Light Pole Placement and Hook-up at SVE System Compound	1	each		
Fill Soils (Compound Installation - in-place compacted)	400	yd ³		
Concrete Pads (SVE Skid and Flare)	1	each		
SVE System Compound Fencing	1	each		
SVE System Shelter	1	each		
Condensate Storage Tank (1,000 gallons), piping and level switch	1	each		
Condensate Knockout Tank (KO-1) and Piping	1	each		
Condensate Tanks (CT-1 and CT-2) Piping, Pumps and Controls	2	each		
Air Compressor/Piping and Wiring	1	each		
SVE Wellheads (including bollards and hookup)	5	each		
Excavation/Transportation and Disposal of Excavated Waste (provide per ton costs)	70	tons		
3-inch Below-ground HDPE Header (DR 17) and Air Supply	50	ft		
3-inch Below-ground HDPE Header (DR 17), 3/4-Inch Air Supply and 1-Inch HDPE Condensate Return Piping	310	ft		
3-inch Above-ground HDPE Header (DR 17)	1125	ft		
2-inch Above-ground HDPE Lateral	280	ft		
3/4-inch Above-ground HDPE Air Supply	1100	ft		
Air Supply Manifold At Point Location "H" - Sheet 4	1	each		
"Stand-by"	0	hr		
TOTAL	---	---	---	

Note: All quantities shall be verified by the contractor.