INVITATION TO BID

Sealed Envelope shall be marked with the following information:
Bid # 17-06
Groundwater/Methane Gas Monitoring Services - Annual Contract
Opening: 3:00 PM, August 11, 2016

SCHEDULE OF EVENTS FOR
BID # 17-06

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<th>Pre-Bid Conference and Site Visit</th>
<th>None</th>
</tr>
</thead>
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<td>Deadline for requests for clarifications and questions. Any possible exceptions to the bid specifications and/or terms and conditions should be addressed during this phase. These requests will be answered in an addendum and must be emailed to: <a href="mailto:henrycountysealedbid@co.henry.ga.us">henrycountysealedbid@co.henry.ga.us</a></td>
<td>3:00 PM July 28, 2016</td>
</tr>
<tr>
<td>*Deadline for first addendum, if required, posted on the Henry County website: <a href="http://www.co.henry.ga.us/Purchasing/Bids.shtml">www.co.henry.ga.us/Purchasing/Bids.shtml</a></td>
<td>3:00 PM August 4, 2016</td>
</tr>
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<td>Sealed bids will be accepted until the opening date and time. Any late submittals received will not be considered. Submittals are to be delivered to Henry County Purchasing Department, 140 Henry Parkway, McDonough, GA 30253.</td>
<td>3:00 PM August 11, 2016</td>
</tr>
</tbody>
</table>

THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD

COMPANY NAME:                                      DATE:                      
MAILING ADDRESS:                                  PHONE:                     
CITY:                                            FAX:                        
STATE:                                           ZIP:                         SSN OR FEDERAL TAX ID: 
EMAIL:                                           TITLE OF AUTHORIZED REPRESENTATIVE: 
PRINTED NAME:                                    AUTHORIZED SIGNATURE: 

*The posting of additional addenda may be required and it is the responsibility of the bidder to ensure that they review the County’s website for any additional addenda, and that they submit acknowledgement of all applicable addenda (on the included form) with their solicitation. Bidders should not expect to be individually notified by Henry County.*
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SECTION I - GENERAL OVERVIEW

A. PURPOSE
The intent of this invitation is to obtain competitive sealed bids from qualified vendors to furnish all materials, labor, tools, equipment, and services, including required laboratory testing, necessary to manage groundwater and surface water sample collection, testing, reporting and methane gas well monitoring and reporting for the closed landfills in Henry County, Georgia on a renewable contract basis. The Contractor shall provide all materials and services necessary in the performance of this Invitation to Bid.

B. GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

1. Bids Submission
   a. These instructions will bind bidders to terms and conditions herein set forth, except as specifically stated otherwise in special contract terms with any individual bid. These instructions are to be considered an integral part of the bid.
   b. The Submittal Checklist must be reviewed and the bidder is to comply with the order of the submittal of documents. This document along with the cover page (page 1) is to be included with the bid.
   c. One (1) unbound clearly marked “Original,” one (1) bound complete copy, and one (1) electronic copy in CD or DVD format (as Adobe PDF files or as Microsoft Word or Excel formats) of the bid documents are to be submitted. All bids must be manually signed and filled out legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the bid. The CD should be labeled with the bid number and proposer’s name.
   d. The bid must be submitted in a sealed envelope/parcel on or before the date and time stated in this document and is to be mailed or delivered to:
      Henry County Purchasing Department
      140 Henry Parkway
      McDonough, GA 30253
      Bid # 17-06
      Groundwater/Methane Gas Monitoring Services - Annual Contract
      Opening: 3:00 PM, August 11, 2016

      This same information is also to be included on the front of the sealed envelope/parcel along with the proposer’s name.

   e. Bids may be submitted by mail, common carrier or delivered in person. Fax or electronic bids are not acceptable. It shall be the duty of each Bidder to ensure that their bid is delivered within the time and at the place prescribed in this document. Bids received prior to the time fixed in this bid document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival to the Purchasing Department. Any bid received at the office designated in this document after the exact time and date specified, will not be considered. If a late bid is received via carrier, it will be marked “late bid” and will not be opened. If a late bid is hand delivered, it will be returned unopened to the presenter.

   f. At the date and time specified for the opening of the bid, the bid shall be publicly opened and read aloud for the information of Bidders and others present.

   g. If descriptive literature is attached to the bid, your firm’s name must be on all sheets submitted.

   h. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Bid request. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from obligations...
in respect to the bid submittal or the compliance of the terms, conditions and requirements of the bid.

i. Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification number on page one of this bid documents and provide a completed W9 form to be submitted with the bid.

j. The authorized representative whose signature will appear on the bid submitted certifies that the Bidder has carefully examined the instructions of this bid and the terms and specifications applicable to and made a part of this bid. The Bidder further certifies that the prices shown on the Bid Price Submittal Form is in accordance with the conditions, terms and specifications of the bid and that any exception taken thereto may disqualify the bid.

k. Bids shall be made on the enclosed form if a form is provided.

l. Any documentation submitted with or in support of a bid or bid shall become subject to public inspection under the Georgia Open Records Act. Labeling such information “Confidential”, “Proprietary”, or in any other manner shall 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.

2. Preparation of Bids
   a. Negligence on the part of the Bidder in preparing the bid concerns no right for withdrawal or modification in any way after the deadline for the bid opening.
   b. Unit price must be shown on the Bid Cost Submittal Form in this document. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
   c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
   d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the Bidder’s request and expense if items are not destroyed by testing.
   e. Full identification of each item bid upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the Bidder is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective Bidders are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the bid for further consideration. Final determination of equivalency will be determined by Henry County.

3. Clarification and Communication to County Concerning Bid
   a. From time to time, the Purchasing Department may have to release written changes to a solicitation. These formal written changes are called addendum or if multiple, Addenda. It is the ultimate responsibility of the Bidder to ensure that they have all applicable addenda prior to the bid/bid submission. Therefore, we encourage all Bidders to frequently review the County’s web site: www.co.henry.ga.us/Purchasing/Bids.shtml. All addenda forms must be signed and submitted with the bid. Failure to respond and acknowledge any addenda or requests for clarification, even after the bid opening, shall result in a non-responsive bid.
   b. The successful firm’s bid and all addenda will become a part of the agreement resulting from this document.
   c. Bidders seeking an award of a Henry County contract shall not initiate or continue any verbal or written communication regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Department between the date...
of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business shall be disqualified from consideration for award. EXCEPTION to the above would be emailing request for clarification and/or questions to the Purchasing Department – henrycountysealedbid@co.henry.ga.us. (These requests will be answered in an addendum. Please see schedule of events.)

4. **Pre-Bid Conference**
   The Pre-Bid Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in the “Schedule of Events” of this bid. Unless indicated otherwise, attendance is not mandatory; although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award.

5. **Rejection and Withdrawal of Bids**
   a. Withdrawal of bid due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight hour period.
   b. The County will make a recommendation of the bid/bid to the Board of Commissioners within 60 days from date of the opening.
   c. The County may reject all or part of the bid/bid within 60 days of bid opening.

6. **Bid and Contract Documents**
   a. A bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder.
      
      **Corporation:** If the Bidder is a corporation, the Corporate Certificate (Attachment A) must be completed. This certificate must be executed under the corporate seal by a duly authorized officer of the corporation. If the Bidder is a corporation, the bid must be submitted in the name of the Corporation, not simply the corporation’s trade name. In addition, the Bidder must indicate the corporate title of the individual signing the bid.
      
      **Partnership:** If the Bidder is a partnership, all partners must sign the bid with a letter of a partnership certification statement (Attachment A) on company letterhead that they are all the partners. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.
      
      **Limited Liability Company (LLC):** If the Bidder is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.
      
      **Sole Proprietorship or Individual:** If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.
   
   b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
   
   c. **Contract Term** – The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the Time Line Schedules submitted by the successful Consultant.
7. **Exceptions and Omissions**
Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

8. **Alterations of Solicitation and Associated Documents**
Alterations of County documents are strictly prohibited and will result in automatic disqualification of the Bidder’s solicitation response.

9. **Cost Incurred by Vendors**
All expenses involved with the preparation and submission of the bid to the Henry County Board of Commissioners, or any work performed in connection therewith is the responsibility of the vendor(s).

10. **Codes, Permits, Fees, Licenses and Law**
   a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Bidder. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
   
   b. **Effective July 1, 2008:** All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. Section 43-41-17.
   
   c. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a bid to the County contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance. Such attestation(s) shall be maintained and may be inspected by the County at any time. An affidavit of such compliance included with the bid, must be signed by the contractor, and will become part of the contract.

11. **Safety**
All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

12. **Design, Standards and Practices**
Design, strength, quality of materials and workmanship must conform to the industry acceptable standards of engineering practices and/or professional services.

13. **Statement of Warranty**
A Statement of Warranty should include all applicable manufacturers’ warranty and the Contractor’s warranty in regards to equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

14. **Non-collusion**
By submitting a bid in response to this solicitation, the Bidder represents that in the preparation and submission of this bid, said Bidder did not either directly or indirectly, enter into any combination or
arrangement with any person, Bidder, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

15. **Nondiscrimination**
Notwithstanding any other provision of this Agreement, during the performance of this Agreement Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

16. **Drug Free Workplace Certification**
By signing the Supply Service Contract form, the Contractor certifies 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.

d. Contractor may be suspended, terminated, or debarred if it is determined that:
   (1) The Contractor has made false certification hereinabove; or
   (2) The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

17. **Georgia Security and Immigration Compliance Act**
Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this bid and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between Henry County and the successful Contractor.

18. **Systematic Alien Verification for Entitlements (SAVE) Program**
Since a contract has been deemed a “public benefit,” the contractor or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SAVE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The contractor must execute a SAVE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then the local government has to
run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SAVE program.

19. **Delivery and F.O.B. Destination**
   a. All prices shall include shipping and delivery cost to our destination; F.O.B., Henry County, Georgia, unless otherwise requested. The Bidder shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, Bidder shall supply all materials required. The County will grant no allowance for boxing, crating or delivery unless specifically provided for in this bid. The Bidder shall retain title for the risk of transportation, including the filing for loss or damages.
   b. The County desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a bid. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

20. **Discounts**
Cash discounts for early payment (i.e. 2%-10) or Net 30 terms should be shown separately, even if terms are Net.

21. **County’s Tax Exemption**
Henry County is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by Henry County. Exemption certificates furnished upon request.

22. **Award of Contract**
   a. Henry County desires to complete the award process in a timely manner. Henry County reserves the right to reject or accept any or all bid/bids, whole or any parts thereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of bid(s) selection which would be the most advantageous to the County with price and other factors considered. Henry County may elect to waive any technicalities. The bid will be awarded to the lowest responsive, responsible or highest scored Bidder(s), if awarded. The bid specifications and results will be available on the County’s web site:  [www.co.henry.ga.us/Purchasing/Bids.shtml](http://www.co.henry.ga.us/Purchasing/Bids.shtml).
   b. Henry County reserves the right to reject any bid if the evidence submitted by or investigation of, the Bidder fails to satisfy the County that the Bidder is properly qualified to carry out the obligations of the Contract. If the successful Bidder defaults on their bid, an award may be made to the next low responsive and responsible Bidder.

**Responsibility** - The determination of the Bidder’s responsibility will be made by the County based on whether the Bidder meets the following minimum standard requirements:
- Maintains a physical location presence and permanent place of business.
- Has the appropriate and adequate technical experience required.
- Has adequate personnel and equipment to perform the work expeditiously
- Able to comply with the required or proposed delivery and installation schedule.
- Has a satisfactory record of performance.
- The ability of Bidder to provide future maintenance and service for the use of the contract under consideration.
- Has adequate financial means to meet obligations incidental to the work.
- Such other factors as appear to be pertinent to either the bid or the contract.

**Responsiveness** - The determination of the Bidder’s responsiveness will be made by the County based on a consideration of whether the Bidder has submitted complete bid documents meeting bid requirements without irregularities, excisions, special conditions, or alternatives bids for any item unless specifically requested in the bid solicitation.
c. Henry County is subject to making records available for disclosure after the Board of Commissioners approval of the recommendation. The award shall be made by the Board of Commissioners of Henry County unless the lowest, qualified bid is less than the Board of Commissioners’ approval limit. No claim shall be made by the selected Consultant for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the bid. The total of the awarded contract shall not exceed the available funds allocated for the bid project.

23. **Local Vendor Privilege**
   a. There is established in Henry County, a local vendor privilege. Bids or bids awarded to local vendors contribute to the local tax base and will therefore be given special consideration when bidding against out-of-jurisdiction (out-of-county) vendors. Bids or bids received from local vendors will be given preference if such bid or bid is responsive and within five (5) percent of the low bid submitted by any out-of-county bidder. In such instance, the local vendor will be given the opportunity to match the low bid offered by the out-of-county vendor. If such local vendor agrees to match the low bid received from the out-of-county vendor within the time specified by the county, the bid shall be awarded to the local vendor.
   b. A local vendor shall only be eligible to receive the benefit of this privilege if it meets each of the following requirements prior to any award of a contract or purchase:
      1. The business or supplier must operate and maintain a regular place of business within the geographical boundaries of Henry County; and
      2. The business or supplier must have a current occupational tax certificate; and
      3. The business or supplier must have paid all real and personal taxes owed the county; and
      4. The business or supplier must certify its compliance with the Georgia Security and Immigration Act.
   c. This policy shall not apply to any bid or bid for material, equipment or services in excess of one hundred thousand dollars ($100,000.00). In such cases, the bid award shall be subject to the competitive bidding requirements as otherwise provided herein or general law.

24. **County Direction of Project Site and Monitoring of Work**
   a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of Henry County. The Contractor shall provide and make available an appointee to Henry County for project coordination and supervision of Bidder installation personnel. Coordination consist of meeting with the Henry County representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
   b. The successful Bidder will promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether or not fabricated, installed, or completed. The successful Bidder will bear all costs of correcting such rejected work.
   c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation is completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fails to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor’s invoice.
   d. No one except authorized employees of the Contractor is allowed on the premises of Henry County
facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

e. All information disclosed by Henry County to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor during the course of performing such work is to be kept strictly confidential.

25. Indemnification

a. 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.

b. 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.

26. Controlling Law, Venue

Any dispute arising as a result of this bid and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Henry County, Georgia. This Agreement shall be governed by the applicable laws of the County of Henry and the State of Georgia. Any dispute arising out of the agreement, this bid solicitation, its interpretations, or its performance shall be litigated only in the County of Henry Judicial Courts.

27. Contractor as Independent Contractor

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of County. The selection, retention, assignment, direction and payment of Contractor’s employees shall be the sole responsibility of Contractor.

28. Assignment

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of Henry County.

29. Performance of Contract

a. Henry County reserves the right to enforce the Contractor’s performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the Bidder’s performance.

b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.

c. The Contractor accepts the relationship of trust and confidence established by the award of this bid solicitation. The Contractor covenants with the County to utilize the Contractor’s best skill,
efforts and judgment in furthering the interest of the County; to furnish efficient business
administration and supervision; to make best efforts to furnish at all times an adequate supply of
workers and materials; and to perform the work in the best way and most expeditious and
economical manner consistent with the interest of the County.

d. All purchases for goods or services are subject to the availability of funds for this particular
purpose.

30. Default and Termination
   a. Termination by Contractor
      The agreement resulting from this bid shall be subject to termination by Contractor in the event
of any one or more of the following events: The default by County in the performance of any of
the terms, covenants or conditions of this Agreement, and the failure of County to remedy, or
undertake to remedy such default, for a period of thirty (30) days after receipt of notice from
Contractor to remedy the same.

   b. Termination by County
      The agreement resulting from this bid shall be subject to termination by the County at any time in
the opinion of the County; the contractor fails to carry out the contract provisions of any one or
more of the following events:

      (1) The default by Contractor in the performance of any of the terms, covenants or conditions
of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with
sufficient forces and to the County’s reasonable satisfaction, the County shall provide the
vendor with notice of any conditions which violate or endanger the performance of the
Agreement. If after such notice the Contractor fails to remedy such conditions within thirty
(30) days to the satisfaction of the County, the County may exercise their option in writing
to terminate the Agreement without further notice to the Contractor and order the
Contractor to stop work immediately and vacate the premises, to cancel ordered products
and/or services with no expense to the County.

      (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes
a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a
receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver
is appointed for the property or affairs of Contractor and such receivership is not vacated
within thirty (30) days after the appointment of such receiver.

      (3) Contractors’ failure to conduct services according to the approved bid specifications.

      (4) Contractors’ failure to keep, perform, or observe any other term or condition of this
      Agreement.

      (5) Contractor’s performance of the contract is unreasonably delayed.

      (6) Should the successful Bidder fail to provide the commodities or services when ordered,
and in accordance with the General Terms and Conditions, specifications and any other
requirements contained herein are not met, the County reserves the right to purchase
commodities or services covered by this contract elsewhere if available from an alternate
source.

      (7) The Contractor agrees by its bid submission that the County’s decision is final and valid.

   c. Force Majeure
      Neither party shall be held to be in breach of the Agreement resulting from this bid, because of
any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire,
flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no
control. Such party shall give notice and full particulars of such Force Majeure in writing to the
other party within a reasonable time after occurrence of the event and the obligation of the party
giving such notice shall endeavor to remove or overcome such inability with all reasonable
dispatch.

   d. Waiver
      The waiver of any breach, violation or default in or with respect to the performance or
observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

31. **Invoices**

Invoices and/or statements should not be faxed but originals must be mailed directly to:

Henry County Board of Commissioners
Finance Department
140 Henry Parkway
McDonough, GA 30253

The following information must appear on all invoices submitted:
- Name and address of successful Bidder;
- Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
- Henry County's Purchase Order Number and Bid Package number;
- Invoices shall be based upon actual services rendered, actual work performance and/or products delivered.

32. **Payment**

Payment shall be tendered to the successful Bidder upon acceptance and approval by the County for satisfactory compliance with the general terms, conditions and specifications of the bid; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

The Vendor shall be paid the stipulated lump sum price per each monitoring event at the completion of the event; invoice will be paid within thirty (30) days after approval by the Project Manager.
SECTION II - SPECIFICATIONS

A. DESCRIPTION
The contractor shall furnish all materials, labor, tools, equipment, specialized equipment and services, including required laboratory testing, necessary to manage groundwater and surface water sample collection, testing and reporting and methane gas well monitoring and reporting. The contractor shall comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to the supply of any items and/or services pursuant to this invitation to bid and resulting contract. Each vendor is encouraged to visit the job site(s) to determine existing conditions and exact requirements. Contact Michael Toney, Project Manager, to schedule the site visit; phone: Office (770) 288-7834 or Cell (678) 409-0985, e-mail mtoney@co.henry.ga.us.

WARNING: THE JOBSITE ARE CLOSED LANDFILLS. THERE IS A DANGER OF METHANE AND/OR OTHER GASES BEING PRESENT AT THE WORK SITE. THE CONTRACTOR SHALL EXERCISE AND MAINTAIN ALL NECESSARY AND REQUIRED PRECAUTIONS AND SAFETY PROCEDURES.

B. SCOPE OF WORK
The following services shall be performed at the specified locations in McDonough, Georgia: at the Henry County West Asbury Road Phase II Municipal Solid Waste Landfill (MSWLF) and the Henry County Old Windy Hill MSWLF located off of GA Hwy 20/81 in McDonough, Georgia and off of Ronnie Stewart Drive in McDonough, Georgia respectively:

1. Henry County West Asbury Road Phase II Municipal Solid Waste Landfill (MSWLF)
   a. Groundwater/Surface Water Monitoring Services Including Sample Collection & Analysis Reporting
      (1) Assessment Monitoring Event - Conducted once every year in the month of February, beginning in February 2017
         (a) Appendix II Analyses:
             Groundwater wells – GWA-5, GWC-2, GWC-13, and GWC-14;
         (b) Appendix I Analyses VOCs & Metals:
             Groundwater wells – GWC-1, GWC-3, GWC-4, GWC-5, GWC-6, GWC-7, GWC-8, GWC-9, GWC-10, GWC-11, and GWC-12;
         (c) Appendix I Analyses VOCs Only:
         (d) Surface Water Sampling – Chloride, Nitrate, Nitrite, COD, Cyanide, Ammonia Nitrogen, Oil and Grease, TOC, TDS and RCRA Metals plus Mercury:
             Surface water locations – SWA-1, SWA-2, SWC-1, and SWC-2.
         (e) The Vendor shall follow the groundwater and surface water sampling procedures as described in the Revision Corrective Action Plan, September 8, 2010 approved by the Georgia Environmental Protection Division (EPD) for the West Asbury Rd. Ph. II MSWLF. A copy of the plan is provided.
(f) All required laboratory testing and chemical analyses shall be performed by an approved analytical laboratory contracted by the Vendor. An equipment blank sample will be prepared in the field and analyzed at the laboratory as a quality assurance check of field sampling and decontamination techniques.

(g) Required statistical analysis shall be performed using the Starpoint Software packages ChemPoint Version 6.2 and ChemStat Version 6.1 or equivalent statistical analysis program software that is compatible with ChemPoint and ChemStat. Newly acquired laboratory analytical data will be inserted into a database. The existing database will be provided as requested upon award of contract. Results of the statistical analysis shall be provided in a designated section of the groundwater monitoring report.

(h) The Vendor shall prepare a report of groundwater & surface water monitoring and statistical analysis (including a potentiometric map with direction of groundwater flow and hydraulic gradient) stamped by a Georgia Registered Professional Geologist or Professional Engineer. A CAD file of the latest landfill map will be provided for updating upon award of contract. A copy of the report shall be provided to the Project Manager for the landfill operating record. In addition, as required, a copy shall be forwarded to the EPD. As a guide, previous reports for groundwater/surface water monitoring and statistical analysis may be viewed upon request. All requests can be scheduled by contacting the Project Manager.

(2) Detection Monitoring Event - Conducted once every year in the month of August, beginning in the Month of August 2017

(a) Appendix I Analyses Volatile Organic Compounds (VOCs) and Total Metals: Groundwater wells – GWA-5, GWC-1, GWC-2, GWC-3, GWC-4, GWC-5, GWC-6, GWC-7, GWC-8, GWC-9, GWC-10, GWC-11, GWC-12, GWC-13, and GWC-14;

(b) Surface Water Sampling – Chloride, Nitrate, Nitrile, Chemical Oxygen Demand (COD), Cyanide, Ammonia Nitrogen, Oil and Grease, Total Organic Carbon (TOC), Total Dissolved Solids (TDS) and RCRA Metals plus Mercury: Surface water locations – SWA-1, SWA-2, SWC-1, and SWC-2.

(c) Annual Corrective Action Progress Report – Per the Revision Corrective Action Plan, September 8, 2010, an annual Corrective Action Progress Report will be incorporated into the Detection Monitoring Event report. The Corrective Action Progress Report is to include the following:

(i) Time vs. concentration plots of contaminants demonstrating trends of constituents of concern. The constituents of concern and their respective maximum contaminant levels (MCLs) or Groundwater Resource Protection Standard (GWPS) are listed in Section 6.0 Performance Evaluation of the Revision Corrective Action Plan, September 8, 2010.

(ii) A plume map depicting the approximate extent of volatile organic compounds;

(iii) An estimation of the linear size of the plume;
(iv) An evaluation of the effectiveness of the Corrective Action Plan;

(v) Recommendations for additional remedial actions, if warranted.

(d) The Vendor shall follow the groundwater and surface water sampling procedures as described in the Revision Corrective Action Plan, September 8, 2010 approved by the Georgia Environmental Protection Division (EPD) for the West Asbury Rd. Ph. II MSWLF. A copy of the plan is provided.

(e) All required laboratory testing and chemical analyses shall be performed by an approved analytical laboratory contracted by the Vendor. An equipment blank sample will be prepared in the field and analyzed at the laboratory as a quality assurance check of field sampling and decontamination techniques.

(f) Required statistical analysis shall be performed using the Starpoint Software packages ChemPoint Version 6.2 and ChemStat Version 6.1 or equivalent statistical analysis program software that is compatible with ChemPoint and ChemStat. Newly acquired laboratory analytical data will be inserted into a database. The existing database will be provided as requested upon award of contract. Results of the statistical analysis shall be provided in a designated section of the groundwater monitoring report.

(g) The Vendor shall prepare a report of groundwater & surface water monitoring and statistical analysis (including a potentiometric map with direction of groundwater flow and hydraulic gradient) stamped by a Georgia Registered Professional Geologist or Professional Engineer. A CAD file of the latest landfill map will be provided for updating upon award of contract. A copy of the report shall be provided to the Project Manager for the landfill operating record. In addition, as required, a copy shall be forwarded to the EPD. As a guide, previous reports for groundwater/surface water monitoring and statistical analysis may be viewed upon request. All requests can be scheduled by contacting the Project Manager.

(3) Additional Extent Monitoring Event – Conducted during the Assessment Monitoring Event in February 2018 and once every two years thereafter during the Assessment Monitoring Event, the following ACM extent monitoring wells are to be sampled to evaluate plume migration:

(a) Appendix I VOCs Analyses:

(b) The Vendor shall follow the specifications given in Sections (e), (f), (g), and (h) in Part 1. Assessment Monitoring Event.

(c) The Vendor shall include the data and evaluation as appropriate in the report for the Assessment Monitoring Event.

b. Methane Gas Monitoring & Reporting Services

(1) Quarterly Methane Monitoring Event - Conducted quarterly - should begin in the 4th Quarter of 2016 (October – December) and in each quarter (three (3) months) thereafter for the contract duration.
(a) Methane Monitoring Locations:


(ii) On-site Structures – MM-1 (Scales Office) and MM-2 (Connex/Tool Shed).

(2) Methane sampling will be conducted after 12:00 noon of the sampling day.

(3) Methane gas readings will be obtained by using a RKI GX-2012 meter or equivalent measuring device calibrated for methane.

(4) Methane gas monitoring and reporting shall be performed in general accordance with the approved Closure and Post Closure Care Plan for the West Asbury Rd. Ph. II MSWLF. A copy of the plan with an accompanying Minor Modification and Methane Remediation Plan is provided. The Vendor shall communicate the monitoring results to the Henry County Project Manager and to the EPD on Form SWM-19 within 15 days of the event as required. The Vendor shall include in the report as required, a table listing the location IDs and type as well as the as-built depths and corresponding elevations of the bottoms of the wells and/or bar-hole punches as applicable, accompanied by a scaled map showing the methane monitoring points, and a scaled and dated potentiometric surface map showing ALL monitoring points. As a guide, previous methane gas monitoring reports may be viewed upon request. All requests can be scheduled by contacting the Project Manager.

c. Condensate Sampling and Analysis Event

(1) Condensate that is expected to be generated during the operation of the soil vapor extraction (SVE) system at the W. Asbury Rd. Ph. II MSWLF is stored in a 1,000-gallon bulk storage tank (ST-1) located on site as described in Section 3.0 SVE SYSTEM OPERATION, Condensate Collection and Disposal of the Revision Corrective Action Plan, September 8, 2010 and shown on the Detail Reference Map in Appendix E of the same plan. Per the Revision Corrective Action Plan, September 8, 2010, a condensate sample will be collected from ST-1 when approximately 500 gallons has accumulated in the tank. During the monitoring events conducted at W. Asbury Rd. Ph. II MSWLF, the Vendor shall perform the following:

(a) Check ST-1 to determine if approximately 500 gallons has accumulated in the tank. If that determination is made, the Vendor shall contact the Project Manager for verification of findings. If the findings are verified by the Project Manager, the Vendor shall collect a condensate sample for analysis following the procedures set forth in Section 3.0 SVE SYSTEM OPERATION, Condensate Collection and Disposal of the Revision Corrective Action Plan, September 8, 2010:

(i) The required analyses shall be performed by an approved analytical laboratory contracted by the Vendor.

(ii) Based on the analytical results, the condensate will be disposed of at an appropriate permitted disposal facility recommended by the Vendor. The cost for this disposal will be incurred by Henry County.
Thereafter, condensate sampling and analysis will be performed by the Vendor as prescribed in the Revision Corrective Action Plan, September 8, 2010.

2. Henry County Old Windy Hill MSWLF and Other Specified Locations

a. Methane Gas Monitoring and Reporting Services

(1) Methane gas monitoring should begin in October 2016 and continue each month thereafter or until demonstration is made to the EPD that methane no longer presents a threat to the environment; as stated in the Methane Monitoring Plan for Old Windy Hill MSWLF. If methane does not pose a threat to the environment, methane gas monitoring will be conducted on a quarterly basis.

(a) Methane Monitoring Locations as shown on the EPD approved Methane Monitoring Plan for Old Windy Hill MSWLF:


NOTE: For all locations shown above, methane sampling will be conducted after 12:00 noon of the sampling day.

(b) In addition to the locations on the EPD approved Methane Monitoring Plan for Old Windy Hill MSWLF, the Vendor shall perform methane monitoring at the following enclosed area locations as per EPD:

(i) Location – MM-35 (Water Main Vault located on landfill side of the fence behind the gymnasium for the Henry County Middle School).


NOTE: For Location MM-35, methane sampling will be conducted after 12:00 noon of the sampling day.

Locations MM-36 through MM-56 are located on the Henry County Middle School campus either inside a facility structure or outside. A copy of a schematic showing the locations on the school property is provided. The School System will provide access for sampling. Vendor shall coordinate all sampling events with the Henry County Schools Facilities & Maintenance Department; contact number: (770) 957-1891, contact(s): Don Siegler, Maintenance Supervisor or Josh Malcom, Director.

For Locations MM-36 through MM-56, methane sampling will be conducted before 8:00 am of the sampling day.

(c) Methane gas readings will be obtained by using a RKI GX-2012 or equivalent
measuring device calibrated for methane.

(d) Vendor shall follow the guidelines and procedures as given in Sections 1.4 through 1.7 of the Methane Monitoring Plan for Old Windy Hill MSWLF. A copy of the plan is provided. This will include communicating the monitoring results to the Henry County Project Manager and to the EPD on Form SWM-19 within 15 days of the event as required. The Vendor shall include in the report, a table listing the location IDs and type as well as the as-built depths and corresponding elevations of the bottoms of the wells and/or bar-hole punches as applicable, accompanied by a scaled map showing the methane monitoring points. As a guide, previous methane gas monitoring reports may be viewed upon request. All requests can be scheduled by contacting the Project Manager.

C. CONTRACT TERMS
The initial contract term shall be one (1) year from the date of execution. The contract may be renewed for four (4) additional one (1) year periods. Renewal of the contract, if applicable, into the second or third year will be made sixty (60) days prior to the expiration date. If needed, the annual contract will be extended 90 days or for such period beyond the contract expiration date as it may be necessary to afford the County a continuous supply of the item(s). Should the bidder or the County not desire to renew the contract, new bids will be solicited for the purpose of establishing a new contract.

D. INSURANCE REQUIREMENTS
General insurance requirements shall be applicable to the Contractor and any authorized subcontractor. Insurance requirements shall be based on conditions in place as of the date of the Contract's execution. Insurance companies must be licensed by the Georgia Department of Insurance and the Georgia Secretary of State to do business in the State of Georgia. The County reserves the right to require adjustments in the level of coverage or waive any or all requirements based on information pertinent to this Contract.

The following requirements shall also be applicable to the Contractor:
a. Evidence of insurance must be provided to the Purchasing Department, 140 Henry Parkway, McDonough, Ga. 30253, within five days of execution of this contract and prior to commencing operations under this Contract;

The certificate holder is to be issued to:
Henry County Board of Commissioners
Henry County, Georgia
but delivered to:
Henry County Purchasing Department
140 Henry Parkway
McDonough, Georgia 30253

The Bid Package number and project name should be referenced in the description of operations. The certificates may be faxed to the Purchasing Department at 770-288-6027.

b. Any change in coverage or insurance carrier must be reported to the County’s Purchasing Office in writing within five business days of the change.

c. Failure of any Contractor to procure and maintain the required insurance shall not relieve the Contractor of any liability under the Contract, nor shall these requirements be construed to conflict with the obligation of the Contractor concerning indemnification;

d. Any and all insurance required by this Contract shall be maintained during the entire term of this Contract;

e. The County shall, without exception, be given no less than thirty (30) days notice prior to cancellation for any and all reasons other than non-payment of premium; and

f. The County shall, without exception, be given immediate notification in the event of cancellation.
for reasons of non-payment of premium.
g. The Contractor shall procure and maintain insurance coverage in the following particulars:

**Workers Compensation Insurance**
In the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require that all subcontractors occupying the premises or performing the work under the contract to obtain an insurance certificate showing proof of Worker Compensation Coverage with the following minimum coverage:

- Georgia Statutory including Employers Liability
  - Bodily injury by Accident – each employee: $100,000
  - Bodily injury by Disease - each Employee: $100,000
  - Bodily injury by Disease – policy limit: $500,000

**Commercial General Liability**
- Each Occurrence Limit: $1,000,000
- Personal and Advertising Injury Limit: $1,000,000
- General Aggregate Limit: $2,000,000
- Products/Completed Operations Aggregate Limit: $2,000,000

**Automobile Liability**
- Combined Single Limit: $1,000,000
# Henry County

## Board of Commissioners

### Standard Contract Form

<table>
<thead>
<tr>
<th>Solicitation Title</th>
<th>Solicitation Number</th>
<th>Contract Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>This Contract is entered into between the Henry County Board of Commissioners and the Contractor named below:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Henry County Board of Commissioners**

(hereafter called County)

**Contractor's Name**

(hereafter called Contractor)

<table>
<thead>
<tr>
<th>2. Contract to Begin:</th>
<th>3. Lump Sum Amount of this Contract (if applicable)</th>
<th>4. Renewals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Completion:</td>
<td>Fee Represented as a Percentage Of Designated Cost (if applicable)</td>
<td>Revenue Represented as a Percentage of a Designated Lump Sum or Income Stream (if applicable):</td>
</tr>
</tbody>
</table>

| 5. The parties agree to comply with the terms and conditions of the following documents which are by this reference made a part of the Contract: |
|---|---|---|
| 1. All Terms, Conditions and Statements of Work Included in Solicitation and Addendum (referenced above) |
| 2. Bid or Proposal Submitted by Contractor along with Contractor's Final Response |
| 3. Fee/Cost Submitted by Contractor |
| 4. All Other Documentation Required in Solicitation |

### IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

<table>
<thead>
<tr>
<th>5. Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)</td>
</tr>
<tr>
<td>By (Authorized Signature)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Printed Name and Title of Person Signing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Telephone Number</td>
</tr>
</tbody>
</table>

6. **Henry County Board of Commissioners**

<table>
<thead>
<tr>
<th>Chairman or Designee</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Printed Name and Title of Person Signing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tommy N. Smith, Chairman</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>140 Henry Parkway, McDonough, Georgia 30253</td>
</tr>
</tbody>
</table>
BID AUTHORIZATION AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

BEFORE ME, the undersigned authority a Notary Public in and for the State of _____________, on this day personally appeared ______________________________ who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by ___________________________ hereafter called “Bidder” is duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this Agreement, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Bid.

Bidder Information:

(Company) ____________________________ (Signature) ____________________________

(Address) ____________________________ (Printed Name) ____________________________

(City, State, Zip) ____________________________ (Title) ____________________________

SWORN TO AND SUBSCRIBED BEFORE ME THIS ______ day of ____________________ 20 ___.

________________________________________________________________________

Notary Public in and for the State of ____________________________

(Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)
NON-CONFLICT OF INTEREST

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

________________________________________ (Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Henry County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

Signature:  
Type Name:  
Title:  
Firm Address:  

BIDDER'S QUALIFICATION SHEET
Page 1 of 2

COMPANY NAME:

NAME ___________________________ TITLE ___________________________

ADDRESS ___________________________ CITY ___________ ST _______ ZIP

PHONE ______________ FAX ______________ E-MAIL _______________________

1. Number of years experience Bidder has provided products/services as per specifications. _________
2. Name and address of government agencies/companies in the past five (5) years that you have provided
   products/services as per specifications. Indicate date/year of contracts and person to contact for reference. Bidder
   must complete all information below.
3. Number of employees specifically hired by Bidder to provide product(s) and/or services as specified in this
   document. Supervisor ___________ Laborers ___________ Other ___________
4. Please list four (4) references of current customers who can verify the quality of service your firm provides.
   The County prefers customers of similar size and scope of work to this bid.

REFERENCE ONE

Government/Company Name _________________________________________

Address _______________________________________________________

Contact Person and Title _________________________________________

Phone __________________________ Fax ___________________________

Contract Period ______________ Scope of Work _____________________

REFERENCE TWO

Government/Company Name _________________________________________

Address _______________________________________________________

Contact Person and Title _________________________________________

Phone __________________________ Fax ___________________________

Contract Period ______________ Scope of Work _____________________
BIDDER'S QUALIFICATION SHEET
Page 2 of 2

REFERENCE THREE

Government/Company Name ____________________________
Address ____________________________________________
Contact Person and Title ______________________________
Phone __________________ Fax _________________________
Contract Period __________________ Scope of Work ________

REFERENCE FOUR

Government/Company Name ____________________________
Address ____________________________________________
Contact Person and Title ______________________________
Phone __________________ Fax _________________________
Contract Period __________________ Scope of Work ________

Information of Person who prepared this form:

Printed Name ____________________________ Title __________
Signature ____________________________ Date __________
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
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 engaged in the physical performance of services on behalf of the Henry County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization/ E-Verify User Identification Number

______________________________________________
Date of Authorization

______________________________________________
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____________, _____, 20 ____ in __________________ (city), ______ (state).

______________________________________________
Signature of Authorized Officer or Agent

______________________________________________
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF ________________, 20 ___.

______________________________________________
NOTARY PUBLIC

My Commission Expires:

______________________________________________
SAVE AFFIDAVIT

REQUIRED FOR LOCAL GOVERNMENT THAT MUST BE EXECUTED BY ANYONE ENTERING INTO A CONTRACT WITH A LOCAL GOVERNMENT

STATE OF GEORGIA
HENRY COUNTY

By executing this affidavit under oath, as an applicant for a Henry County, Georgia contract as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010, “Report of the Attorney General on Public Benefits,” I am stating the following with respect to my ability to enter into a contract with Henry County:

[Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity]

As a representative of: __________________________ (Name of the business, corporation, partnership, or other private entity)

1) _______ I am a United States citizen

OR

2) _______ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

This ____ day of ________________, 20__.

Signature of Applicant: __________________________________________

Printed Name: ________________________________________________

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

Notary Public
My Commission Expires:

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien,” legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below: Alien Registration number for non-citizens: * ______________________________
## Bid # 17-06
Groundwater/Methane Gas Monitoring Services - Annual Contract
Bid Price Sheet

<table>
<thead>
<tr>
<th>Item No</th>
<th>Location and Description of Services</th>
<th>Units</th>
<th>Cost Per Event</th>
<th>Extended Price</th>
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<tbody>
<tr>
<td>1</td>
<td>Henry County West Asbury Road Ph. II MSWLF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Groundwater/Surface Water Monitoring Services Including Sample Collection &amp; Analysis Reporting</td>
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<td></td>
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<tr>
<td>(1)</td>
<td>Assessment Monitoring Event (Conducted in the month of February)</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>(2)</td>
<td>Detection Monitoring Event (Conducted in the month of August)</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>b</td>
<td>Methane Gas Monitoring &amp; Reporting Events (Conducted Quarterly)</td>
<td>4</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>c</td>
<td>Condensate Sampling and Analysis Event (Conducted when approximately 500 gallons has accumulated)</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Henry County Old Windy Hill MSWLF and Other Locations Listed in Bid Specifications</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Methane Gas Monitoring &amp; Reporting Events (Conducted Monthly)</td>
<td>12</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Annual Cost for Services** $ 

Please provide the following cost (will not be used for evaluation purposes):

**Additional Extent Monitoring Event**
Conducted during the Assessment Monitoring Event in February 2018 and once every two (2) years thereafter: $ __________________ (per event)

___________________________  __________________________
Company’s Name               Date

___________________________  __________________________
Authorized Representative’s Name (Print or Type) Authorized Representative’s Signature
Bid # 17-06
Groundwater/Methane Gas Monitoring Services - Annual Contract
Opening: 3:00 PM, August 11, 2016

CHECKLIST FOR BID DOCUMENTS
Failure to include all required documents will result in proposal being removed for consideration for award.

**DOCUMENTATION DESCRIPTION**

Any Required Documents cited in Bid Specifications

W-9

*Forms:*

Solicitation Form (Page 1 of this Document)

Addendum Cover Sheet(s) (If applicable.)

Bid Authorization Affidavit

Non-Conflict of Interest

Bidder’s Qualification Sheet

Georgia Security & Immigration Compliance Act Affidavit & Agreement

SAVE Affidavit

Bid Price Sheet(s)

Checklist for Bid Documents/Addenda Acknowledgement (this page)

**ADDENDA ACKNOWLEDGEMENT**

Failure to acknowledge any addenda will result in a non-responsive bid.

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. ____________________________  Dated ____________

Addendum No. ____________________________  Dated ____________

Addendum No. ____________________________  Dated ____________

Addendum No. ____________________________  Dated ____________

*This affirms that all documents are included with the bidder’s bid package.*

__________________________  ____________________________
Company’s Name  Date

__________________________  ____________________________
Authorized Representative’s Name  Authorized Representative’s Signature

(Print or Type)
PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE

This label **MUST** be affixed to the outside of the envelope or package, even if it is a "No RFP" response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified.

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**SEALED BID ENCLOSED**

Bid # 17-06  
Groundwater/Methane Gas Monitoring Services - Annual Contract  
Opening: 3:00 PM, August 11, 2016

________________________________________
Vendor Name

________________________________________
Address

________________________________________
City, State, Zip Code

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**DELIVER TO:** Henry County Purchasing Department  
140 Henry Parkway  
McDonough, GA 30253