



County Executive John R. Leopold

**ANNOUNCEMENT
ANNE ARUNDEL COUNTY, MARYLAND
Annapolis, Maryland**

INVITATION FOR BID

BID NO. 09-076

**LANDFILL GAS MANAGEMENT SYSTEM SERVICES – OPERATION, MAINTENANCE,
AND REPAIR**

NOTICE TO BIDDERS

Specifications and Bid Responses for providing the subject items/services are available at the Anne Arundel County Purchasing Division, The Heritage Office Complex, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401, and will be received until **1:30 pm**, local time, **TUESDAY, August 25, 2009**, at the same location after which they will be publicly opened and read in the Patuxent Room on the same floor. **Bids received after the above-referenced time set for opening will be rejected.**

To all Bidders: Anne Arundel County Purchasing Division will no longer automatically mail complete bid packages. Instead, we encourage anyone receiving this Notice to review and download a bid package from either the County website at www.aacounty.org or www.eMarylandMarketplace.com. A copy of the bid package may also be picked up at the above address during normal business hours.

****IMPORTANT NOTICE: Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid opening. It is the potential Bidder's responsibility to frequently visit the Purchasing Division's website (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Bidders shall register for this Invitation for Bid with the County Purchasing Division by calling 410-222-7620. ****

A Pre-Bid Conference/Site Visit has been scheduled for Wednesday July 29, 2009 at 1:00 p. m. at DPW Waste Management Services Administration Building Conference Room, 389 Burns Crossing Rd., Severn, MD 21144. All Bidders are strongly encouraged to attend. This IFB will be discussed, and Bidders questions will be answered.

A bid deposit in the form of a certified check or bid bond in the amount of 10% of the Grand Total Bid is required for this Invitation for Bid ("IFB"). Failure to submit a valid bid deposit with Bid Response, when required, shall nullify the Bid." ****All Bid deposits submitted by check WILL be deposited into a County account.****

Note: Questions concerning this Specification and Bid Response should be directed to Stephen J. Ports, CPPB, Buyer, phone (410) 222-7665.

William Schull, C.P.M., CPPB
Purchasing Agent
July 16, 2009

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Solicitation Check List

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Bid Response shall be delivered to the County Purchasing Department no later than the date and time shown in the Solicitation. Did you visit our website at (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) for any addenda?

_____ Did an authorized company representative (reference Section 1.25) sign the Bid Response Form?

_____ Did an authorized company representative sign and notarize the Affidavit form?

_____ Did you include the required signature authority documents, if required?

_____ Did you include a signed copy of the completed Vendor Information Form?

_____ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to www.sdat.org.

_____ If this Solicitation requires a Bid deposit, did you include one?

_____ Did you provide one original and one copy of your response?

_____ Is the outside of the submittal envelope marked with the Bid Number, the title, the due date, your company name, and your company address?

_____ Did you check the County's web site for any Addenda and include a signed copy of each with your Bid Response?

_____ Did you include a proposed weekly schedule (clause 3.2.1) and your Bidders Qualifications documentation (clause 3.4) as required?

MANDATORY REQUIREMENTS

The following item(s) are **MANDATORY** and shall be submitted with Bid Response/Proposal in order to be considered for an award. If the following item(s) is required by this Solicitation and is not submitted with the Bid Response/Proposal, the Bid/Response/Proposal shall be considered null and void, and therefore, will be rejected.

(A) **Bid Deposit**

(B) **County's Bid Response Form**

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Sealed bids or proposals addressed to the County Purchasing Agent will be received in the Office of the Purchasing Agent, Anne Arundel County, Maryland, until **1:30 p.m., local time, August 25, 2009**, and will be publicly opened at 1:30 p.m., local time, on that date.

BID SPECIFICATIONS

SECTION ONE – GENERAL INSTRUCTIONS

1.1 INSTRUCTIONS – Instructions, forms, and specifications may be obtained in person or by mail from the Anne Arundel County Office of the Purchasing Agent, The Heritage Office Complex, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401.

1.1.1 All Bids shall be submitted in duplicate on and in accordance with forms for this purpose, which are available at the Office of the Purchasing Agent.

1.1.2 All Bids are to be submitted in a sealed envelope. Bidders may obtain an envelope for this purpose at the time of requesting bid forms.

1.1.3 Each Bid shall be accompanied by a notarized affidavit (non-collusion oath/anti-bribery) executed by the Bidder or, if the Bidder is a business entity, by a duly authorized representative of the business entity. The form for this oath is provided in this IFB and can also be obtained by the Office of the Purchasing Agent.

1.1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Office of the Purchasing Agent.

1.1.5 Any Bidder finding any discrepancy in or omission from the Specifications resulting in doubt as to their meaning, or feeling that the Specifications are discriminatory, shall notify the County Purchasing Agent in writing not less than five (5) business days prior to the scheduled opening of the bids. These exceptions in no way obligate the County to change its Specifications. The County Purchasing Agent will notify all Bidders by written addendum of any interpretations made of the Specifications.

1.1.6 The County shall assume no responsibility for oral communications. All official correspondence in regard to the Specifications should be directed to and shall be issued by the County Purchasing Agent in writing.

1.1.7 To better ensure fair competition and to permit a determination of the lowest Bidder, Bid Responses may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance.

1.1.8 Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant or limiting factors to meet County requirements and consistent with County policies. Minimum and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude competitive Bidders.

1.1.9 In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

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**1.2 TAXES: RESPONSIBILITY FOR PAYMENT, EXEMPTIONS, FORMS TO BE FILED,
ETC.**

- 1.2.1 The Successful Bidder is responsible for paying and, by submitting a Bid, agrees to pay all retail sales, income, real estate, sales and use, transportation, special, and any other taxes applicable to and assessable against any goods, processes, and operations incident to or related to this Invitation for Bid. The Successful Bidder is responsible for ascertaining applicable taxes and making all necessary arrangements to pay same.
- 1.2.2 All prices quoted shall be exclusive of any State, Federal, or other applicable taxes, including Federal Excise Tax on trucks or any other goods or accessories.

1.3 RESERVATIONS

- 1.3.1 The County Purchasing Agent reserves the right to reject any or all Bids or parts of Bids when, in his or her judgment, the public interest will be served thereby.
- 1.3.2 The County Purchasing Agent reserves the right to waive formalities or technicalities in Bids as the interest of the County may require.
- 1.3.3 The quantities appearing in this IFB are approximate only and are prepared for the canvassing of bids. Payment to the Successful Bidder will be made only for the actual quantities of goods or services provided in accordance with the resulting Contract, and it is understood that the scheduled quantities of goods or services to be furnished may be increased, decreased, or omitted without invalidating the Bid.
- 1.3.4 The County Purchasing Agent reserves the right to award contracts or place orders on a lump sum or individual item basis, or in such combination as shall, in his or her judgment, be in the best interest of the County.
- 1.3.5 The County Purchasing Agent may waive minor differences in specifications provided these differences neither violate the specification intent nor materially affect the operation for which goods or services are being purchased and do not increase estimated maintenance and repair costs to the County.

1.4 SUBSTITUTES

- 1.4.1 When an item is designated as “no substitutes”, only that brand/manufacturer and stock number shall be accepted, except goods manufactured by the same manufacturer and sold under a competitive brand name.
- 1.4.2 For all items not designated “no substitutes”, the County will consider a “County-approved equal.” Equivalent items will be considered provided descriptive literature and specifications accompany the Bid. Each Bidder shall indicate on the Bid Response Form “As Specified”, or the equivalent manufacturer and model number. The County, in its sole discretion, will evaluate and award each item. The Bidder shall indicate clearly the goods on which it is bidding, and shall supply a sample or sufficient data enabling a meaningful comparison to be made with the particular brand or manufacturer specified. Catalog cuts and descriptive data shall be attached to the original copy of the Bid where

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applicable. Failure to submit the above information may be sufficient grounds for rejection of the Bid.

1.4.3 No Bidder shall be allowed to offer more than one price on each item even though the Bidder may believe that two or more types or styles will meet specifications. Bidders shall determine for themselves which to offer. If a Bidder submits more than one price on any item, all prices for that item may be rejected at the discretion of the Purchasing Agent.

1.5 MATERIAL SAFETY DATA SHEETS

If goods provided to the County contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet ("MSDS") shall be provided to the Purchasing Agent by the Successful Bidder. This requirement applies to any goods used by the Successful Bidder when providing a service to the County.

1.6 INSPECTION

All goods delivered to and services performed for the County shall be subject to final inspection by the County and tests by the testing facilities of the County and other independent testing laboratories as may be designated by the Purchasing Agent. If the result of tests indicates that any part of the goods or services are deficient in any respect, the Purchasing Agent, in his or her absolute discretion, may reject all or any part of the goods or services provided to the County. Variances in goods and services may be waived upon approval by the Purchasing Agent, in his or her absolute discretion.

1.7 DISPUTES

In cases of disputes as to whether the goods or services quoted or delivered meet Specifications, the decision of the County Purchasing Agent shall be final and binding on both parties. The County Purchasing Agent may request the recommendation in writing of the head of the County Agency using the goods or service, the Standards and Specifications Committee, or other sources.

1.8 LAW AND REGULATIONS

The Successful Bidder shall comply with all applicable Federal, State, and local laws and ordinances. The Successful Bidder shall protect and indemnify Anne Arundel County, Maryland, and its agents or employees against any claim or liability arising from or based on the violation of any laws, ordinances, or regulations by the Successful Bidder and by any subcontractors, agents, or employees.

1.9 EQUAL OPPORTUNITY

1.9.1 It is the policy of Anne Arundel County, Maryland, to ensure Equal Employment Opportunity for all persons, and to ensure that Minority and Women-Owned Business Enterprises have the maximum opportunity to participate in the performance of all County contracts for supplies and services.

1.9.2 Every Contractor doing business with the County shall agree not to discriminate in any manner against any employee or applicant for employment because of race, age, creed, color, national origin, or gender, and shall be obligated to include a similar requirement

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in any and all subcontracts. The Successful Bidder shall also agree to comply with all Federal, State, and local laws and Executive Orders and Regulations relating to Equal Employment Opportunity and Minority Business Enterprises.

1.10 INDEMNITY

If a Contract is awarded, the Successful Bidder shall be required to indemnify, defend, and hold the County harmless from and against all claims, loss, liability, cost, and expenses, including attorney fees, howsoever arising or incurred, alleging personal injury, bodily injury, including death, or property damage arising out of or attributable to the Successful Bidder's performance of the Contract awarded.

1.11 TERMINATION PROCESS

1.11.1 Termination for Convenience:

Notwithstanding anything contained herein, the County may terminate this Agreement anytime, in whole or in part, without showing cause by providing thirty (30) days written notice to the Successful Bidder. The County shall pay all reasonable costs incurred by the Successful Bidder up to the date of termination. The Successful Bidder shall not be reimbursed for any anticipatory profits, which have not been earned to the date of termination.

1.11.2 Termination for Cause:

Notwithstanding anything contained herein, if the Successful Bidder fails to fulfill its obligation under this Agreement properly and on time or otherwise violates any provision of this Agreement, the County may terminate this Agreement by written notice to the Successful Bidder. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the Successful Bidder shall, at the County's option, become the County's property. The County shall pay the Successful Bidder fair and equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Successful Bidder's breach. If the damages are more than the compensation payable to the Successful Bidder, the Successful Bidder shall remain liable after termination, and the County may take all steps necessary to collect damages.

1.12 OPTIONAL USE OF CONTRACT

1.12.1 The Successful Bidder reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this Bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities, including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Successful Bidder agrees to notify the issuing body of those entities that wish to use any contract resulting from this IFB and shall also provide usage information, which may be requested.

1.12.2 The County assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this IFB. All purchases and payment transactions shall be made directly between the Successful Bidder and the

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requesting entity. Any exceptions to this requirement shall be specifically noted in the Bid Response.

1.13 CORPORATION REGISTRATION

- 1.13.1 Whenever required by law, business entities not organized under the laws of the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland, 21201 (“SDAT”) before doing any business in this State.
- 1.13.2 All Bidders that are business entities shall be and present evidence that they are in good standing with SDAT.

1.14 REFERENCES TO ALTERNATE TERMS

Any reference which may appear on any price list or literature to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change, shall not be part of any Contract with a Successful Bidder and shall be disregarded by the County.

1.15 PAYMENT TERMS

Payment terms, unless otherwise noted, shall be net thirty (30) days.

1.16 ASSIGNMENT

The Contract resulting from this IFB and the compensation, which may become due thereunder are not assignable except with prior written approval of the County.

1.17 AVAILABILITY OF FUNDS

The obligations of the County under any Contract awarded pursuant to this IFB are subject to the availability of funds appropriated by the County Council of Anne Arundel County, Maryland, and to receipt and availability of appropriated funds.

1.18 INTERPRETATION

The Contract resulting from this Solicitation shall be construed under the laws of the State of Maryland.

1.19 INTEGRATION

The IFB, the Successful Bidder’s Bid, and the County’s Purchase Order contain the entire understanding between the parties, and any additions or modifications hereto may only be made in writing executed by both parties hereon.

1.20 FAIR LABOR STANDARDS

The Successful Bidder shall comply with all applicable provisions of the Federal Labor Standard Act (FLSA) and shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney’s fees arising under any wage and hours law, including but not limited to, FLSA for work performed by the Successful Bidder’s employees for

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which the County may be found jointly or solely liable.

1.21 CHANGES

- 1.21.1 The Successful Bidder may request changes within the general scope of this and any contract resulting from this IFB. If a requested change causes an increase or decrease in the cost to an equitable adjustment of the price or schedule or both, and shall reflect such adjustment in a change order. The Successful Bidder shall not perform requested changes unless both parties execute a written change order, and, if the Successful Bidder proceeds to perform such changes without a written change order, it does so at its own risk. The cost any goods, materials, or services covered by a Change Order or of any claim for an adjustment in the price shall be determined as provided in this Section.
- 1.21.2 The County may, at any time, by written order, make changes within the general scope of any contract resulting from this IFB.
- 1.21.3 Where additional goods or services, neither specifically nor generally included in any contract resulting from this IFB are necessary in the sole judgment of the County, the County shall work with the Successful Bidder to define such goods or services and shall agree, in writing via a change order executed by both parties prior to provision of such goods or services, upon the goods or services, a reasonable price (if any) for the goods or services, and a reasonable period of time for the Successful Bidder to perform under the Contract. Strict compliance with this Section shall be a prerequisite to the Successful Bidder receiving payment for the additional goods or services.
- 1.21.4 In the event the Successful Bidder is unsure as to whether any good or service is within the scope of any contract resulting from this IFB, the Successful Bidder shall first confer with the County's Purchasing Agent prior to provision of such goods or services and shall obtain his determination as to whether such goods or services are included within the scope of the Contract. If the parties cannot agree on a reasonable fee or time period to provide such goods or services or cannot agree whether the goods or services are within the scope of the Contract, the Successful Bidder shall be required to provide the goods or services if necessary due to an emergency or to avoid a negative impact on any schedule. During and after such the provision of goods or services, the parties shall continue to endeavor in good faith to reach an agreement on a reasonable fee and time period for performance under the Contract and to agree on whether the goods or services are additional goods or services.
- 1.21.5 Notwithstanding anything to the contrary contained in this Section, if the parties are unable to agree on a change order or on the cost of goods or services required under a change in sufficient time to maintain any schedule, the County may direct the Successful Bidder to provide the additional goods or services if the additional goods or services are necessary due to an emergency or to avoid a negative impact on any schedule, and the cost shall be determined or otherwise agreed to at a subsequent date. Upon receipt of such directed change order, the Successful Bidder shall promptly provide the goods or services, which shall be provided in accordance with any contract resulting from this IFB.

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1.22 MOST FAVORED PUBLIC ENTITY

The Successful Bidder agrees that the prices charged the County under this Contract do not exceed existing selling prices to its other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

1.23 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

The Successful Bidder shall repair, or cause to be repaired, at its own cost any and all damage to County facilities, buildings, or grounds caused by the Successful Bidder or employees, subcontractors, or agents of the Successful Bidder. Such repairs shall be made immediately after awareness of damage, or notice by County, but in no event more than thirty (30) days after the occurrence.

1.24 CONDITIONS FOR PURCHASING ELSEWHERE

- 1.24.1 Should the Successful Bidder fail to perform as specified, in accordance with the terms and conditions specified herein, the Purchasing Agent shall then have the right to procure goods and services in the open market or by contract, in which event the additional costs of such goods or services above the Contract price shall be charged against the Successful Bidder, and may be deducted from any funds payable or which may become payable to the Successful Bidder.
- 1.24.2 The Purchasing Agent may reject, at his sole discretion, any goods or services ordered from the Successful Bidder if they are delivered or performed subsequent to the placement of orders elsewhere.

1.25 SIGNATURES REQUIRED FOR LEGAL ENTITIES

The chart below indicates which persons are authorized by law to sign documents. If documents submitted in response to this Solicitation are signed by other persons, then the Interested Party shall provide documents establishing that the persons have the legal authority to sign on behalf of and bind the Interested Party.

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TYPE OF LEGAL ENTITY:

| | | |
|--|--|---|
| Company/Corporation or Professional Service Corporation (“ <i>Inc.</i> ,” <i>Co.</i> ,” “ <i>Corp.</i> ,” “ <i>Ltd.</i> ,” “ <i>P.C.</i> ,” “ <i>Chartered</i> ,” “ <i>Chtd.</i> ,” “ <i>Professional Association</i> ,” “ <i>P.A.</i> .”) | NO PROOF NEEDED IF SIGNED BY: President or Vice President | IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: By-Laws, Articles of Incorporation, or a Corporate Resolution |
| Partnerships | NO PROOF NEEDED IF SIGNED BY: Partner | IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Statement of Partnership Authority |
| Limited Partnerships (“ <i>L.P.</i> .”) | NO PROOF NEEDED IF SIGNED BY: General Partner | IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Certificate of Limited Partnership |
| Limited Liability Company / Corporation (“ <i>LLC</i> ” or “ <i>LC</i> ”) | NO PROOF NEEDED IF SIGNED BY: President or Vice President | IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Operating Agreement or Articles of Organization of the LLC |
| Religious Corporations and Churches | PROOF ALWAYS NEEDED | ENTITY SHALL PROVIDE: By-Laws, Articles of Incorporation, or Corporate Resolution |
| Limited Liability Partnerships and Limited Liability Limited Partnerships (“ <i>L.L.P.</i> .” or “ <i>LLLP</i> ”) | PROOF ALWAYS NEEDED | ENTITY SHALL PROVIDE: Certificate of Limited Liability Partnership and Partnership Agreement or Statement of Partnership Authority |

Note: this chart does not cover unincorporated associations.

1.26 CHANGES/ERASURES TO BID RESPONSE

To be considered, all erasures, interpolations and other changes in the Bid Response shall be signed or initialed by the Bidder.

1.27 BIDDER'S UNDERSTANDING OF THE SCOPE OF IFB AND DUE DILIGENCE

By submitting a Bid in response to this IFB, the Bidder represents that it has read and understands this IFB, including any Addenda, and has familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost or performance under this IFB or any resulting Contract. The failure or omission of any Bidder to receive or examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that Bidder from any obligations with respect to its Bid Response or to any resulting Contract.

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1.28 BID RESPONSE MODIFICATIONS OR WITHDRAWAL

- 1.28.1 A Bid Response may be modified or withdrawn by the Bidder anytime before the time and date set for the receipt of Bid Responses upon notice to the Purchasing Division in writing.
- 1.28.2 Modified and withdrawn Bids, clearly marked and dated, may be resubmitted to the Purchasing Division up to the time and date set for the receipt of Bid Responses.
- 1.28.3 No Bid Response may be unilaterally modified or withdrawn after the time set for the receipt of Bid Response and for ninety (90) calendar days thereafter.

1.29 ADDENDA TO IFB - CHANGE IN ISSUING ADDENDA

****IMPORTANT NOTICE**:** The Purchasing Division no longer provides written notification of addenda to solicitations. The Purchasing Agent will notify Bidders of any changes, additions, or deletions to the Specifications by addenda posted on the Anne Arundel County, Maryland, Purchasing Division's website. As of July 1, 2008, it is the potential Bidder's responsibility to frequently visit the Purchasing Division's website at <http://www.aacounty.org/CentServ/Purchasing/index.cfm> to obtain Addenda once they have received a copy or downloaded a copy of a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Bidders shall register for this IFB with the County Purchasing Division by calling 410-222-7620. **

1.30 CONTENT

The contents of the Bid Response of the Successful Bidder may become contractual obligations. Failure of the Successful Bidder to accept these obligations in a Contract may result in cancellation of the award, and the Successful Bidder may not be eligible for future solicitations.

1.31 CONFLICT OF INTEREST

- 1.31.1 By submission of a Bid Response, Bidder agrees that it has no direct or indirect interest that would conflict in any manner or degree with performance by this IFB or any resulting contract of its services. The Bidder shall further covenant that, in the performance of any contract, the Bidder shall not employ any person or entity having any such known conflict.
- 1.31.2 Failure of the Bidder to provide any information requested in the IFB may result in disqualification of the Bid Response.

1.32 HEADINGS

The words and phrases used in the heading of various sections and parts of this IFB are for convenience only and shall not affect the interpretation of any of the terms, conditions and requirements contained anywhere in the IFB.

1.33 IFB TEXT EMPHASIS

Throughout this IFB, there may be occasional use of underlining, bolding, outsized characters or other methods of text emphasis. No remarkable difference in emphasis or relative importance of text content is intended by the use of any one method in place of another.

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1.34 PARENT COMPANY

If a Bidder is owned or controlled by a parent company, the name, main office address, and tax identification number of the parent company shall be provided in the Bid Response.

1.35 ASSIGNMENT AND DELEGATION

Except for assignment of antitrust claim, a party to any Contract resulting from this IFB may neither assign nor delegate any portion of the Contract without the prior written consent of the other party.

1.36 ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a Bid Response to this IFB, the Successful Bidder accepts the terms and conditions set forth herein.

1.37 EXECUTIVE ORDER #24

Pursuant to Executive Order 24, Bidders are required to comply with all applicable laws and regulations relating to the employment of aliens. If a Bidder fails to comply with applicable laws and regulations relating to employment of aliens, such failure shall constitute a material breach of the Bidder's contractual relationship with the County and shall be grounds for termination of the contractual relationship. By submitting a Response to this IFB, the Bidder certifies that it is aware of its obligations under Executive Order 24 and that it complies with all applicable laws and regulations relating to the employment of aliens.

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SECTION TWO – GENERAL SPECIFICATIONS

2.1 SCOPE

- 2.1.1 These Specifications are intended to cover services for the operation, maintenance, and repair of the Landfill Gas Management System (LFGMS) at the Millersville Landfill and Resource Recovery Facility (MLFRRF) located at 389 Burns Crossing Rd., Severn, MD 21144 for the Anne Arundel County Department of Public Works Waste Management Services Division, as listed in Section Three and in the attached Bid Response Form.
- 2.1.2 The County is soliciting the services of qualified firms of Landfill Gas Operation & Maintenance (LFG O&M) Services in accordance with the provisions contained in this Invitation for Bid (IFB). Qualified firms shall possess experience in the operation, maintenance, and repair of landfill gas collection and management systems.

2.2 PRE-BID CONFERENCE/SITE VISIT

- 2.2.1 A Pre-Bid Conference and Site Visit has been scheduled for **Wednesday, July 29, 2009, at 1:00 p.m.** DPW Waste Management Services Administration Building Conference Room, 389 Burns Crossing Rd., Severn, MD 21144, to answer questions about this IFB and the products or services to be provided hereunder. While attendance is not mandatory, all Bidders are strongly encouraged to attend. While every effort will be made to answer any questions concerning this IFB raised by potential Bidders at the Pre-Bid Conference, such answers shall be considered unofficial until affirmed in writing by the Purchasing Agent in the form of an addendum.
- 2.2.2 Bidders are strongly encouraged to bring any issues regarding this IFB or the equipment/services to be provided to the Pre-Bid Conference or to the attention of the County Buyer prior to the deadline as detailed in clause 1.1.5 above.
- 2.2.3 Any modifications, additions, or deletions to the Specifications that result from this meeting shall be distributed to all known Bidders by written addendum.

2.3 BLANKET ORDER RELEASE

The agreement set forth is essentially a price agreement and the execution of the agreement or the receipt of a Purchase Order does not authorize the Successful Bidder to deliver or release any material to any department in the County. Authorization for materials to be delivered shall be by Blanket Order Release issued by the Purchasing Agent.

Non-Exclusivity: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

2.4 TERM OF BLANKET ORDER CONTRACT

This Contract shall be in effect for one (1) year. This Contract may be renewed up to an additional four (4) one-year periods with the same terms and conditions at the sole discretion of Anne Arundel County, Maryland. After the initial term, any one-year renewals will be subject to the availability and appropriation of County funds.

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2.5 WARRANTY AND SERVICE

The Successful Bidder warrants any goods furnished shall be of the highest quality, shall comply with Specifications, and shall be free from all defects in workmanship and materials for at least one (1) year. Any defective goods shall be immediately replaced free of cost to the County.

2.6 DELIVERY OF GOODS/SERVICES

- 2.6.1 Successful Bidder shall guarantee delivery of routine goods and services to Anne Arundel County during the time frames as specified in Section 3.2.
- 2.6.2 Successful Bidder shall state the number of calendar days required to deliver each item to the County following notification of an award.
- 2.6.3 Successful Bidder shall provide a delivery ticket for each item delivered, marked clearly with the purchase order number issued by the County for the goods purchased and, if applicable, the name, model, and serial number. Successful bidder shall also provide documentation, including task completion reports and/or other documentation as required by this IFB.
- 2.6.4 All items shall be delivered F.O.B. destination and delivery costs and charges shall be included in the Bid Response. Unit prices quoted shall include delivery, all charges prepaid, and shall be exclusive of all taxes. No transportation, shipping, or handling charges shall be added to the invoice.
- 2.6.5 The County Purchasing Agent reserves the right to charge the Successful Bidder six hundred dollars (\$600.00) per working day for each day the goods or services are not delivered in accordance with the delivery schedule. The per-diem charge may be invoked at the discretion of the County Purchasing Agent, shall be considered liquidated damages, and shall be deducted from the Bid Deposit or final payment, or charged back to the Successful Bidder.

2.7 TRADE-INS

This clause is deleted from this IFB.

2.8 PROCUREMENT CARD

- 2.8.1 The County retains the option to use the County procurement card for the purchase of supplies or services listed in the Contract in lieu of issuing a purchase order. The Successful Bidder may receive orders by phone, facsimile, or other forms of notification from authorized County employees. The Successful Bidder may process a payment in the credit card network ONLY upon shipment of supplies or performance of the services ordered by the County agency. For partial shipments or performance, the Successful Bidder may process a payment only for the amount shipped or completed and NOT for the entire amount ordered by the County agency. Upon shipment or completion of the remaining order, the Successful Bidder may process a payment request to the credit card network for the remainder of the order. **The Successful Bidder may not charge the County for any fees related to the use of a procurement card.**

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2.8.2 For all transactions, the Successful Bidder shall have a valid W-9 form on file with the Anne Arundel County, Maryland, Office of Finance.

2.9 REGULAR DEALER

Quotes shall be considered only from Bidders that qualify as a “regular dealer.” A “regular dealer” means a person or entity that owns, operates, or maintains a store, warehouse, or other establishment in which the goods required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the Bidder shall engage in, as its principal business and in its own name, the purchase and sale of the goods that are the subject of this IFB.

2.10 BID DEPOSIT

2.10.1 A bid deposit in the form of a certified check or bid bond in the amount of 10% of the Grand Total Bid is required for this Invitation for Bid (“IFB”). Failure to submit a bid deposit with Bid Response shall nullify the Bid.

2.10.2 The bid deposit shall be in the form of a certified check (made payable only to Anne Arundel County, Maryland) or bid bond. Failure to submit a bid deposit shall result in rejection of the bid. A certified check made payable to anyone other than, or in addition to, Anne Arundel County, Maryland, shall be null and void and shall result in rejection of the bid.

2.10.3 Bid deposits will be returned to unsuccessful Bidders upon the award of the Contract. The bid deposit will be returned to the Successful Bidder upon execution of a Contract, the meeting of bond requirements, and the Successful Bidder has provided all required documents.

2.10.4 Nonperformance by a Successful Bidder, or its failure to execute the agreement, meet bond requirements, and provide all required documents within ten (10) business days after the award, shall result in the bid deposit being forfeited to the County as liquidated damages.

2.11 AWARD OF CONTRACT

2.11.1 The County Purchasing Agent shall award all Contracts to the lowest responsible, responsive Bidder, as determined by the County Purchasing Agent, not earlier than seven (7) days after the public opening of bids. Price, delivery time, and compliance with the Technical Specifications shall be prime factors in determining the Successful Bidder as provided by applicable County law. The decision of the Purchasing Agent is final.

2.11.2 A cash discount shall be considered in determining the award.

2.11.3 Any other considerations for the award shall be stated in the Specifications and Bid Response.

2.11.4 Anne Arundel County, Maryland, reserves the right to accept or reject any bid and to procure no or any quantity of goods or services that are the subject of this IFB, as deemed in its best interest of the County by the Purchasing Agent. After all other proper evaluation, an award shall be made on an individual item basis, or may be awarded on an aggregate item basis if an additional discount is offered for an aggregate award to the lowest responsive, responsible Bidder meeting or exceeding the requirements of this IFB.

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2.12 LITERATURE AND SAMPLES

- 2.12.1 If requested, the Bidder shall provide three (3) copies of complete, current, and up-to-date manufacturer-published descriptive literature and specifications for the proposed goods within five (5) days of the request, giving full details as to type of goods to be furnished under a Contract.
- 2.12.2 Samples, when requested by the County, shall be delivered to the Purchasing Division, Heritage Office Complex, 2660 Riva Road, 3rd Floor, Annapolis, Maryland, 21401, within five (5) days of the request, unless otherwise specified. All packages shall be marked "SAMPLES FOR BID NO. 09-076". Each sample shall bear the name of Bidder and item number, and shall be carefully tagged or marked in a clear and conspicuous manner. Failure of the Bidder to deliver required samples or to clearly identify samples may be considered sufficient reason for rejection of the Bid. All deliveries under a resulting Contract shall conform in all respects with samples as submitted and accepted as a basis for the award.
- 2.12.3 The Purchasing Agent reserves the right to retain or destroy samples and will be free from any redress or claim on the part of a Bidder if any samples are lost or destroyed. Upon notification by the Purchasing Agent that a sample is available for return, it shall be removed by the Bidder within thirty (30) days, or the Purchasing Agent may dispose of it at the Purchasing Agent's discretion.

2.13 INSURANCE REQUIREMENTS

Unless otherwise required by Special Conditions of this Invitation for Bids, if a Contract is awarded, the Successful Bidder shall be required to purchase and maintain during the life of the Contract Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance with limits of not less than set forth below:

2.13.1 COMMERCIAL GENERAL LIABILITY INSURANCE

At least \$1,000,000 combined single limit coverage on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. **The general aggregate limit is to apply per project.**

2.13.2 BUSINESS AUTOMOBILE LIABILITY INSURANCE

At least \$1,000,000 Combined Single Limit to include owned, non-owned, and hired vehicles.

2.13.3 WORKERS' COMPENSATION INSURANCE

Statutory benefits as required by Maryland law and, when required, the U. S. Longshoremen's and Harbor Workers' Compensation Act, including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

2.13.4 On all Commercial General Liability and Business Automobile Liability Insurance policies, Anne Arundel County, Maryland, its agents, servants, and employees shall be named as an additional insureds, which shall be shown on the insurance certificates furnished to the County under this Section.

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- 2.13.5 The Successful Bidder shall provide the County with Certificates of Insurance evidencing the coverage required above. Such certificates shall provide that the County be given at least thirty (30) days prior written notice of any cancellation of, intention not to renew, or material change in coverage. The Successful Bidder shall provide certificates of insurance before commencing work in connection with the Contract.
- 2.13.6 **Providing any insurance required herein does not relieve the Successful Bidder of any of the responsibilities or obligations assumed by the Successful Bidder in any resulting Contract or for which the Successful Bidder may be liable by law or otherwise.**
- 2.13.7 Failure to provide and continue in force insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

2.14 RETURN GOODS POLICY

- 2.14.1 The County shall apply the following policy to returned goods throughout the term of the Contract. By its signature on the Bid, the Bidder acknowledges it has read, understood, and agreed with the following policy.
- 2.14.2 Returns generated by the Successful Bidder's error, over shipment, defective merchandise, unacceptable substitution, or otherwise through no fault of the County shall be returned to the Successful Bidder with no restocking charge to the County. At the option of the County, replacement merchandise shall be shipped within fourteen (14) days of notification. The Successful Bidder shall bear all freight and delivery charges.
- 2.14.3 Returns of catalog stock merchandise generated by ordering error, over purchase, discontinued use, inventory reduction, or other fault of the County shall be accepted by the Successful Bidder. All catalog stock merchandise shall be unused, in the original container, and in suitable condition for resale. The Successful Bidder may assess a restocking charge of not more than twenty-five (25%) percent of the purchase price or the restocking charge noted in the Successful Bidder's published restocking charge, whichever is less. The County shall reimburse the Successful Bidder for original freight charges, if applicable, and shall bear the freight cost of returned goods.
- 2.14.4 Return of catalog stock merchandise more than six (6) months after receipt by the County shall be at the option of the Successful Bidder. Restocking charges cannot exceed the Successful Bidder's published catalog restocking fee for such returns. The County shall reimburse the Successful Bidder for original freight charges, if applicable, and shall bear the freight cost for return of the goods.

2.15 PRICE ADJUSTMENTS

- 2.15.1 All prices offered herein shall be firm against any adjustment for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, the County will entertain a request for price adjustments up to the Consumer Price Index in place exactly sixty (60) days prior to the renewal date. The Successful Bidder shall request all price adjustments in writing at least sixty (60) days prior to the renewal date.
- 2.15.2 For purposes of this Section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-Washington-Baltimore, DC-MD-VA-WV-All Items, Not

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Seasonally Adjusted (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

2.15.3 The County reserves the right to accept, reject, or modify the request for a price adjustment. If the County approves a price adjustment, the price shall remain firm for the renewal term for which it was requested.

2.16 AGREEMENT

Successful Bidder shall review the attached sample agreement and note any issues it may have with the agreement. Upon notifications of intent to award, the Successful Bidder shall have an authorized person (as shown under Section 1.25) sign a similar agreement tailored to meet this IFB as part of the Contract.

2.17 PERFORMANCE BOND

2.17.1 Within ten (10) calendar days of receipt of a letter declaring the County's intent to award a contract and before beginning any work, the Successful Bidder shall submit a Bond in favor of the County and executed by a surety company authorized to do business in the State of Maryland. The Performance Bond shall be equal to 100% of the Total Bid. In lieu of the Bonds, the Purchasing Agent, at his or her sole discretion, may accept an irrevocable letter of credit, an irrevocable assignment of a bank account, cash, or a cashier's check in the required amounts.

2.17.2 The amount of the Bond or other security shall not be in the nature of liquidated damages and shall not limit the liability of the Successful Bidder to the County in the event of a breach by the Successful Bidder.

2.17.3 The Bond shall be on the currently accepted form as provided by the County. A copy of each currently County-approved Bond form is attached to this IFB. The County reserves the right to modify the Bond forms from time to time at the County's sole discretion.

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SECTION THREE – TECHNICAL SPECIFICATIONS

3.1 DETAILED SCOPE OF WORK

3.1.1 The Successful Bidder shall attain familiarity with the MLFRRF LFGMS, by reviewing all relevant information related to LFGMS including but not limited to: a) LFGMS O&M Plan; b) Startup, Shutdown, Malfunction (SSM) plan and records; Title V and other operational & construction permits; and, c) previous New Source Performance Standards/Maximum Achievable Control Technology (NSPS/MACT) reports for information concerning, historical operational data, investigative service data and techniques performed as well as well pressure and LFG composition (methane, carbon dioxide, oxygen, and balance gases), operation of Cell 8 LFG system, condensate conveyance management operations, performance of all new LFG extraction wells

3.1.2 Location and Description: The Landfill Gas Management System (LFGMS) described in this specification is located at the Millersville Landfill and Resource Recovery Facility, 389 Burns Crossing Road in Severn Maryland. The LFGMS includes the following components:

3.1.2.1 Blower/Flare Station

- 3.1.2.1.1 LFG transmission main
- 3.1.2.1.2 Condensate Knockouts
- 3.1.2.1.3 Blowers
- 3.1.2.1.4 Flame Arrestor
- 3.1.2.1.5 Flow Meter
- 3.1.2.1.6 Air Compressor
- 3.1.2.1.7 Control Panel, SCADA System, and Auto-Dialer
- 3.1.2.1.8 Enclosed Ground Flare

3.1.2.2 LFG Collection/Conveyance System

- 3.1.2.2.1 Cell 1 East (total 15 acres; maximum refuse depth 30', avg. depth 14')
Total horizontal collectors: 4

- 3.1.2.2.2 Cell 2 (total 10 acres; maximum refuse depth 54'; avg. depth 30')
Total Extraction Wells: 12
Total Condensate Traps: 1

- 3.1.2.2.3 Cell 4 (total 8 acres; maximum refuse depth 28'; avg. depth 19')
Total Extraction Wells: 7
Total Horizontal Collectors: 2
Total Condensate Traps: 2

- 3.1.2.2.4 Cell 5, 6, & 7 (total 77 acres; maximum depth 134'; avg. depth 98')
Total Extraction Wells: 61
Total Condensate Traps: 10

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- 3.1.2.2.5 Cell 8 (total 54 acres; maximum depth 94'; avg depth 78')
Landfill Gas Collection via Leachate Collection System
Total Extraction Wells: 10
Total Condensate Traps: 3
Landfilling of Cell 8 is expected to be complete by 2013.
- 3.1.2.2.6 Cell 9 –**future** (expected to be approximately 85 acres)
Landfilling in Cell 9 to begin after Cell 8 is complete (by 2013).
- 3.1.2.2.7 Condensate Management System
Condensate Sump Stations: 6

3.1.2.3 LFGMS shall include all system components not specifically mentioned, such as approximately 25,000 linear feet of conveyance piping, valve boxes, and wellheads, etc. Average Flow rate to flare is approximately 1200 cfm.

3.1.2.4 Perimeter Monitoring System
Total Perimeter Gas Monitoring Wells: 20

3.1.3 Additional components or expansions to the LFGMS are expected over time and may include Landfill Gas to Energy (LFGTE) project, decommissioning of wells, installation of new wells, installation of monitoring probes along perimeter of landfill, and expansion of LFG conveyance system for future Cell 9. Hours may be adjusted up or down based on the addition or deletion of equipment in the system with the permission of the County.

3.2 SERVICES REQUIRED

- 3.2.1 The Successful Bidder shall perform LFGMS O&M services within the allotted twenty-four to thirty-two (24-32) hours per week during the normal landfill operating hours. The actual number of hours may vary from week to week depending on the tasks at hand. **All Bidders shall develop and submit with the Bid a routine weekly schedule during which the technician shall be present on site.** Emergency services shall be provided on an as needed basis.
- 3.2.2 The Successful Bidder shall ensure that the LFGMS System complies with all operational and record keeping requirements in accordance with 40 CFR Part 60.758 (b) - (c), other applicable laws and regulations, Maryland Department of the Environment Flare Operating Permit, and any subsequent requirements and permit conditions. The Successful Bidder shall communicate with the County closely on all matters and provide readily available solutions to manage LFG O&M. The Successful Bidder shall operate and maintain the LFGMS in the most efficient, cost-effective, and safe manner at all times. The Successful Bidder shall have expertise in LFGMS and shall advise the County when necessary on matters related to the LFGMS.
- 3.2.3 The Successful Bidder shall have dedicated transportation to travel all areas of the site (i.e. suitable vehicle such as a 4x4 truck or SUV), communication (i.e., cell phones),

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computing (i.e. lap top computers), repair tools, and LFG monitoring equipment such as PID/FID and other monitoring instruments to complete services as defined in this IFB.

3.2.4 Routine services shall be conducted during normal landfill operating hours Monday through Friday. Currently, the Facility is closed on the following County Holidays (New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day), on all Sundays in December, January, and February, and on two (2) Sundays each month thereafter. However, this schedule is subject to change by the County.

3.2.5 The Successful Bidder shall designate one (1) key staff personnel and one (1) back up personnel (a back up technician and/or project manager) that shall be capable of performing all tasks in this IFB.

3.2.6 Extraction Wells:

3.2.6.1 The LFG System extraction wells (both horizontal and vertical) shall be monitored and adjusted a minimum of one (1) time per month or more frequently as necessary and adjusted throughout the Contract period.

3.2.6.2 System components shall be observed for proper operation. Minor problems such as damaged or deteriorated monitoring ports, quick-connects or labcock valves, kanaflex hoses, caulking, etc. shall be repaired/replaced immediately.

3.2.6.3 Major problems shall be communicated to the County immediately.

3.2.6.4 The Successful Bidder shall proceed with corrective actions pending discussion with and approval by the County.

3.2.6.5 In conjunction with the extraction well monitoring, the Successful Bidder shall conduct a general inspection of the LFGMS components on a routine basis, note problem areas, and advise the County of recommended action items.

3.2.6.6 Successful Bidder shall maintain a log of all repairs performed and actions taken in maintaining and operating the LFGMS. At each extraction well, the Successful Bidder shall measure/observe and record (using a Gem 2000 or comparable monitoring instrument) the following:

3.2.6.6.1 LFG composition (methane quality (% by volume) oxygen (% by volume), carbon dioxide (% by volume), balance gas (% by volume), flow (standard cubic feet per minute), and temperature

3.2.6.6.2 Well head gas pressure

3.2.6.6.3 Header gas pressure

3.2.6.6.4 Well head gas temperature

3.2.6.6.5 Well head piping and well bore seal condition at the landfill surface

3.2.6.6.6 Tightness of bolts and clamps

3.2.6.6.7 Proper valve operation and obstructions in the sampling and testing ports

3.2.6.6.8 Condition of sample ports

3.2.6.6.9 Adjustment and/or replacement of flex joints up to two (2)-inches;

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- 3.2.6.6.10 Liner boot seals around well head piping
- 3.2.6.6.11 Other items as deemed necessary by the Successful Bidder or the County.

3.2.6.7 In conjunction with the extraction well monitoring, adjustments shall be made at each well to maintain system balance, gas quality, and permit compliance.

3.2.7 Condensate Sumps:

3.2.7.1 The condensate sumps shall be inspected in conjunction with the blower/flare station and extraction well monitoring.

3.2.7.2 Maintenance and operational adjustments shall be performed as necessary and may include (but not be limited to) adjusting pumps, clearing blockages, and removing water, etc.

3.2.7.3 The Successful Bidder shall operate the condensate removal system as part of the O&M of the LFG System.

3.2.8 Conveyance System:

3.2.8.1 The conveyance system includes headers, valve boxes, and laterals and shall be checked on a weekly basis or more frequently as necessary.

3.2.8.2 Items to check include but are not limited to: settlement, air intrusion, and blocked or damaged piping, etc.

3.2.9 Blower/Flare Station:

3.2.9.1 The blower/flare station shall be monitored closely and frequently each week.

3.2.9.2 The Successful Bidder shall observe the blower/flare station components and note conditions.

3.2.9.3 Minor routine problems such as damaged or deteriorated monitoring ports (quick-connects, labcock valves, etc.) shall be noted during the inspection and corrected immediately.

3.2.9.4 Problems that cannot be readily corrected shall be relayed to the County Project Manager immediately.

3.2.9.5 The Successful Bidder shall proceed with correcting any problems after discussing with and receiving direction from County's Project Manager, and/or designee.

3.2.9.6 Measure (and/or observe) and record these items:

- 3.2.9.6.1 LFG flow reported at existing flow meters
- 3.2.9.6.2 LFG composition (methane, carbon dioxide, oxygen, and balance gases)
- 3.2.9.6.3 Main inlet header vacuum and flare inlet pressure
- 3.2.9.6.4 Blower/flare control panel status

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- 3.2.9.6.5 Knock-out vessel inlet and differential pressure
- 3.2.9.6.6 Condensate management appurtenances
- 3.2.9.6.7 Other items as deemed necessary

- 3.2.9.7 Test controls and confirm automatic feature functions (i.e., restart, shut-down, dialer call-out) weekly or more frequently, if necessary

- 3.2.9.8 Lubricate the blower bearings and drive motor, monthly or more frequently, if necessary.

- 3.2.9.9 Download the paperless chart recorder data, quarterly or once per recording period, if necessary

- 3.2.9.10 Check flare pilot system and pilot gas fuel tank levels, weekly or more frequently, if necessary

- 3.2.9.11 Other items as deemed necessary such as coordinate with other LFG repair and monitoring contractors

- 3.2.9.12 Routine maintenance parts (based on manufacturer's recommendations and/or field experience) shall be initially provided by the County. The Sample Parts List is located in Appendix A of this IFB. The Successful Bidder shall responsible for maintaining an adequate supply of spare parts as noted in Appendix A.

The successful Bidder shall also be responsible for supplying parts associated with unscheduled or non-routine services. The Successful Bidder shall submit request for and receive County approval prior to purchasing these parts.

- 3.2.9.13 Based on monitoring data at the blower/flare station, adjustments shall be made on a routine basis to increase or decrease flow to maintain LFG quality and provide sufficient vacuum to the LFGMS.

- 3.2.9.14 Scheduled routine maintenance shall be based on manufacturer's recommendations and/or the County's and the Successful Bidder's field experience and shall be conducted during the time the Successful Bidder is on site and may include (but not be limited to):
 - 3.2.9.14.1 Cleaning of the flame arrester and knock-out pots
 - 3.2.9.14.2 Combustible gas sensor inspection/calibration
 - 3.2.9.14.3 Testing the blower/flare controls and confirming automatic feature functions, such as automatic start and shut off features

- 3.2.10 Perimeter Gas Monitoring Wells:
The perimeter gas monitoring wells shall be monitored once per month or more frequently as directed by the County to record and document LFG composition (including methane, carbon dioxide, oxygen, and balance gas) and static pressure.

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3.2.11 Gas Utilization System(s):

If the County installs a system in the future, the Successful Bidder may be asked to inspect, operate, and maintain the Gas Utilization system(s) as necessary to comply with all applicable laws regulations and permits/permit conditions.

3.2.12 Deliverables and Meetings:

3.2.12.1 The Successful Bidder shall be responsible for all reporting and record keeping associated with this Contract, including updating the LFGMS O&M manual, SSM plan, and producing wellhead performance data on paper, and producing blower/flare station data on paper and CD/ROM in MS Excel or MS Word format.

3.2.12.2 The Successful Bidder shall collect, record, and maintain the data required for NSPS and MACT reporting and provide same to the County on request. The NSPS and MACT reports shall be prepared by others.

3.2.12.3 The Successful Bidder shall routinely communicate with the Landfill Manager and Environmental Monitoring Manager as well as attend monthly Progress Meetings with the MLFRRF Environmental Monitoring Manager.

3.2.13. Other services may include any and all unscheduled activities to be performed outside of routine maintenance and during emergencies as directed by the County. All unscheduled and/or emergency activities that are essential for proper system operation shall be performed by Successful Bidder following notification to and authorization from the County.

3.2.14 Following is a list of examples of unscheduled tasks:

3.3.14.1 Assistance to the County during regulatory inspections.

3.3.14.2 Follow-up monitoring and/or corrective actions related to violations;

3.3.14.3 Correction of excessive blower vibration

3.3.14.4 Minor repairs of broken or leaking piping

3.3.14.5 Minor repairs of condensate traps and sumps

3.3.14.6 Oversight of replacement or addition of extraction wells or monitoring wells

3.3.14.7 Oversight of localized settlement or erosion requiring filling, regarding, and vegetative stabilization

3.3.14.8 Any minor repairs of flare station components

3.3.14.9 Header or lateral re-leveling due to erosion or settlement

3.3.14.10 Other items as deemed necessary.

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- 3.2.15. The Successful Bidder shall complete special assignments designated by the County such as, studies, plans/drawings and various services related to system repair or enhancement, and operation, maintenance, repair of a future gas utilization system, odor investigations, and oversight of LFG repair and monitoring contractors.
- 3.2.16 The Successful Bidder shall order parts and implement necessary minor repairs.
- 3.2.17. All major repairs, additions and replacements to the well field, conveyance system, flare, or LFG utilization systems shall be performed by others. The Successful Bidder shall coordinate and oversee the work at the direction of the County.

3.3 EMERGENCY SERVICES:

- 3.3.1 Successful Bidder shall be available to respond to emergencies and alarms seven (7) days a week, twenty-four (24) hours per day.
- 3.3.2 These services shall include the elimination of imminent safety hazards or the correction of potential or real regulatory violations that may occur with the Landfill Gas Management or Landfill Gas Utilization Systems.
- 3.3.3 The urgent nature of these items is such that response to potential emergencies cannot be scheduled. Accordingly, the Successful Bidder shall be required to respond to these conditions as needed on an event-by-event basis, 24 hours per day, 7 days per week.
- 3.3.4 Remote response time utilizing a computer shall be within two (2) hours of first notification by the County. Physical response time by visiting the site when necessary shall be within four (4) hours of first notification of the alarm. The Successful Bidder shall coordinate responses to alarms with designated County staff.
- 3.3.5 If, upon response to an emergency call, the Successful Bidder determines that the facets of the “emergency” do not constitute an immediate safety threat, the Successful Bidder shall perform only the work required at that time to eliminate any related safety hazard.
- 3.3.6 Once the safety hazard has been mitigated, the Successful Bidder shall then proceed to coordinate and schedule repairs as approved by the County.
- 3.3.7 Emergency work includes events that require immediate response, such as:
 - 3.3.7.1 Emergency call-out by the County
 - 3.3.7.2 Repair of main header line breaks (resulting in interrupted gas flow to the Blower/Flare Station)
 - 3.3.7.3 Flare shutdown due to: power failure, loss of flame, blower failure, high temperature

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3.3.7.4 LFGMS problems which result in WMS being out of compliance with any regulatory requirements

3.4 SUCCESSFUL BIDDER QUALIFICATIONS (PASS/FAIL) – Submit documentation of the following with the Bid Response, including identification of the specific staff with their resumes) to be assigned to this Contract.

3.4.1 **General**: The Successful Bidder shall demonstrate significant experience in the O&M and repair of landfill gas collection and management systems of size and complexity comparable to the Millersville Landfill and Resource Recovery Facility.

3.4.2 **Corporate Experience**: The Successful Bidder shall demonstrate corporate experience with LFG System O&M and provide references with the names and contact information for five (5) facilities for which it has operated and maintained landfill gas collection and management systems of size and complexity of the subject system. The information shall be limited to two (2) pages per facility. Corporate LFG system design experience may be substituted for operation and maintenance of up to two (2) facilities.

3.4.3 **Project Manager**: The Successful Bidder's Project Manager shall demonstrate a minimum three to five (3-5) years of LFG System O&M experience. Resumes shall be provided that indicate specific examples of LFG O&M work performed. The Project Manager at a minimum shall be proficient in contract administration, general project administration as well as technically proficient in LFG system design, operation and/or maintenance.

3.4.6 **On-Site Technician**: The Successful Bidder's On-Site Technician shall demonstrate a minimum three to five (3-5) years of experience for the designated technician(s). Resumes shall be provided that indicate specific examples of LFG O&M work performed. The On-Site Technician shall be able to perform all routine and emergency tasks associated with LFG management system as defined in Sections 3.2 and 3.3 of this IFB.

3.4.7 **LFG Expert**: The Successful Bidder's LFG Expert shall be a senior level engineer or specialist with expertise in the technical subject matter of landfills and landfill gas management, with a minimum of ten (10) years experience in researching and recommending resolutions to technical problems associated with the LFG management systems. Resumes shall be provided that indicate specific examples of LFG related work performed.

3.4.8 **Staff Specialist**: The Successful Bidder's Staff Specialist shall be a staff engineer or LFG specialist with one to three (1-3) years of experience in the technical subject matter of landfills and landfill gas management. Resumes shall be provided that indicate specific examples of LFG related work performed.

3.4.9 All personnel changes by the Successful Bidder shall be reviewed and accepted by the County in advance.

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3.5 AUDIT OF THE SUCCESSFUL BIDDER

- 3.5.1 The Successful Bidder shall retain in original form, format, and medium all books, records, and documents from the date of their inception. This shall include, but not be limited to, cost or pricing data relating to the Contract and the Successful Bidder's operations, including perpetual inventory records of equipment for a period of at least three (3) years following the date of final payment by the County at the end of the final contract term.
- 3.5.2 The Successful Offeror shall make these records available for inspection and audit by the authorized representative of the County during normal business hours.
- 3.5.3 The Successful Offeror shall receive the County's written authorization for any request to change the form, format, or medium of any record, or for earlier destruction of any record in advance.
- 3.5.4 The Successful Offeror shall comply with County notification that a record shall be retained for a longer period.
- 3.5.5 The County may audit, at any time during the term of the Contract and for a period of at least three (3) years after the date of final payment by the County, the Successful Offeror's books and records relating to any work performed under this Contract, including, but not limited to:
 - 3.5.5.1 Cost or pricing data submitted by the Successful Bidder.
 - 3.5.5.2 The determination of Successful Offeror's costs or estimated costs in connection with any change order or contractual modification or proposed change order or contractual modification;
 - 3.5.5.3 The Successful Offeror's financial condition;
 - 3.5.5.4 Claims by one party against any other.

3.6 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

The Successful Offeror shall repair or cause to be repaired at the Successful Bidders own cost any and all damage to County facilities, buildings, or grounds caused by the Successful Bidder or employees, subcontractors, or agents of the Successful Bidder. Such repairs shall be made immediately after awareness of damage, or notice by County, but in no event more than thirty (30) days after the occurrence.

3.7 LIABILITY OF COUNTY

The County has no obligations to provide legal counsel or legal defense to the Successful Bidder or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not part of this Contract against the Successful Bidder or its subcontractors as a result of or relating to the Successful Bidder's obligations under this Contract.

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3.8 NOTICE OF AND COOPERATION IN LITIGATION

The Successful Bidder shall immediately give notice to the County of any claim or suit made or filed against the Successful Bidder or its subcontractors regarding any matter resulting from or relating to the Successful Bidder's obligations under this Contract, and shall cooperate, assist, and consult with the County in the defense or investigation of any claim, suit, or action made or filed against the County as a result of or relating to the Successful Bidder's obligations under this Contract.

3.9 MEASURE AND PAYMENT

- 3.9.1 Regular Time shall be defined as Monday through Friday, during the normal landfill operating hours (8:00 a.m. to 4:00 p.m.) or as modified by the Successful Bidder's schedule (as approved by the County), excluding the following County Holidays: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, and during other days the landfill is closed.
- 3.9.2. Premium Time shall be defined as outside of the agreed upon Regular Time and during emergencies and shall be approved by the County. Premium Time may also be for services required by the County during off hours. Emergencies during the normal working hours shall be billed as Regular Time.
- 3.9.3. The unit price per hour under Bid Items 1 through 6 shall include all direct and indirect labor and expenses, overhead and profit. All direct expenses shall be included in the unit price, include all equipment, supplies, transportation, communications, computers, office support, mail delivery costs, and any other company overhead related to the work,
- 3.9.4. Routine Reports and Recordkeeping for each six (6)-month reporting period shall include all reporting, recordkeeping, technical and administrative support, and company Quality Assurance, as required under the scope of work .
- 3.9.5. Components, parts, and consumables to be installed on County-owned system equipment that may be required for routine or non-routine operation, maintenance, and repairs (emergency or scheduled) and that are not supplied to the Successful Bidder by the County shall be considered "Miscellaneous Materials".

3.10 MISCELLANEOUS MATERIALS

- 3.10.1 Any and all materials normally stocked and used by the Successful Bidder for the task as specified shall be included in the unit pricing as bid on the Bid Response Form unless that material is specifically priced separately on the Bid Response Form. Shop materials (i.e., grease, oil, rags, fasteners, etc.) are considered stocked items and thus, shall be included in the labor rate or unit pricing as bid. Any materials not normally stocked and used by the Successful Bidder (including bonds and permits as appropriate) that may be required from time to time and are not included in the unit line items shall be identified as "Miscellaneous Materials". Miscellaneous Materials may be purchased off this Contract only in conjunction with other services as listed in this IFB and as provided by the Successful Bidder. The purchase of Miscellaneous Materials only shall not be allowed.

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3.10.2 Miscellaneous Materials shall be considered a reimbursable expense under the following conditions:

3.10.2.1 The materials are identified and listed on the quote for that individual project; and

3.10.2.2 The materials are accepted by the County as being required to complete the project; and

3.10.2.3 The Successful Bidder can provide a receipt from the Successful Bidder's supplier clearly identifying the material and the unit price charged.

3.10.3 Miscellaneous Materials shall be reimbursed at the Successful Bidders final cost (after all rebates and discounts). The Successful Bidder shall make every effort to obtain the best available pricing for any purchase made on the County's behalf. The County shall have the right to review pricing and to require the Successful Bidder to use another source if lower pricing can be found.

3.10.4 The Successful Bidder's invoice shall itemize each material to be reimbursed and a copy of the invoice from the Successful Bidder's supplier shall be attached. Items for which an invoice is not available shall not be charged to the County and shall be considered as included in the labor rates or unit pricing in this IFB as bid.

****IMPORTANT NOTICE:** Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid opening. It is the potential Bidder's responsibility to frequently visit the Purchasing Division's website (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Bidders shall register for this IFB with the County Purchasing Division by calling 410-222-7620. **

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BID RESPONSE FORM

(Submit Original and One Duplicate Copy)

Purchasing Agent
The Heritage Office Complex
2660 Riva Road, 3rd Floor
Annapolis, Maryland 21401

In accordance with your Announcement, the Bid Response and Specifications contained herein and dated July 16, 2009, and your General Information and Notice to Bidders bearing the same date, we wish to quote the following:

| Item # | Description | Quantity | Unit | Unit Price | Extended Price |
|-----------|--|----------|------|------------|----------------|
| Item #1: | Project Manager, regular time, per hour, per Specifications | 500 | hour | \$ _____ | \$ _____ |
| Item # 2: | Project Manager, premium time, per hour, per Specifications | 100 | hour | \$ _____ | \$ _____ |
| Item #3: | On-Site Technician, regular time, per hour, per Specifications | 1,700 | hour | \$ _____ | \$ _____ |
| Item # 4: | On-Site Technician, premium time, per hour, per Specifications | 200 | hour | \$ _____ | \$ _____ |
| Item #5: | LFG Expert regular time, per hour, per Specifications. | 100 | hour | \$ _____ | \$ _____ |

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| Item # | Description | Quantity | Unit | Unit Price | Extended Price |
|--|--|----------|----------------------|------------|--------------------|
| Item #6: | Staff Specialist, regular time, per hour, per Specifications. | 100 | hour | \$ _____ | \$ _____ |
| Item #7: | Routine Reports and Record Keeping, for routine work only, per 6-month Reporting cycle, per Specifications | 2 | each | \$ _____ | \$ _____ |
| Item #8: | Miscellaneous Materials reimbursed at cost, per Specifications | 25,000 | (reimbursed at cost) | = | <u>\$25,000.00</u> |
| <hr/> | | | | | |
| <p>(Include this amount in the Grand Total below.)</p> <hr/> | | | | | |
| <p>Grand Total for all Items (Extended Price) Inclusive \$ _____</p> | | | | | |

The person signing the Bid Response shall initial any alterations in figures on this form in ink.

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Vendor Information Form

It is further agreed by the undersigned that upon our receipt of your written advice of the acceptance of our Bid, the necessary contract will be executed within ten (10) calendar days after such notice.

Bidding Firm Name: _____
Business Name (e.g., Corp., Inc., Co., T/A, DBA, etc.) _____

Federal Tax Identification No./SS#: _____

Street Address: _____

City and State: _____ Zip Code: _____

Business Phone: (Toll Free #, if applicable) _____ Date: _____

Fax Number: _____ Terms of Payment: _____

Contact Name and Title: _____

Email Address: _____

Website Address, if available: _____

Registration # Issued by the MD Dept. of Assessment and Taxation*: _____
(*See Section 1.13 Corporation Registration)

Name and address of any affiliated company providing goods or services under the agreement: _____

In accordance with the County Code, Article 8-2-119, please list any affiliation with a County employee(s) or official(s). **Include name and type of affiliation** (i.e., relative, business associate, etc.). (Write "none" if there are no affiliations.):

- Name: _____ Affiliation: _____
County Agency or Company Name Where Employed _____
- Name: _____ Affiliation: _____
County Agency or Company Name Where Employed _____
- Name: _____ Affiliation: _____
County Agency or Company Name Where Employed _____

Does your firm qualify as a Minority Business Enterprise? Y or N

MBE Designations Black Male Black Woman Women Asian Hispanic None

Printed Name and Title of Agent: _____

Signature of Agent*: _____
(*See Section 1.25 – Signatures Required for Legal Entities)

The person signing the Bid Response shall initial any alterations in figures on this form in ink.

We wish to submit a "No Bid" at this time, but request that our company remain on your Bidders list for this commodity/service.

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AFFIDAVIT

On behalf of _____, I do solemnly declare and affirm, under penalty of perjury,
(Contractor/Bidder/Offeror)
that to the best of my knowledge, information, and belief:

1. Neither _____, nor any of its officers, directors, or partners, or any
(Contractor/Bidder/Offeror)

of its employees who are directly involved in obtaining or performing contracts with the State of Maryland, a unit of the State (as defined in '16-101 of the State Finance and Procurement Article of the Maryland Annotated Code), or a local governmental entity in the State, has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any State or of the Federal Government;

(b) been convicted under a State or Federal law or Statute of any offense enumerated in '16-203 of the State Finance and Procurement Article of the Maryland Annotated Code; or

(c) been found civilly liable under a State or Federal Antitrust Statute as provided in '16-203 of the State Finance and Procurement Article of the Maryland Annotated Code.

2. _____ shall not knowingly enter into a contract with a public
(Contractor/Bidder/Offeror)

body under which a person or business debarred or suspended under Title 16, Subtitle 3 of the State Finance and Procurement Article of the Maryland Annotated Code will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

3. Neither _____, nor any employee or representative of
(Contractor/Bidder/Offeror)

_____:

(a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the preparation of the bid or offer being submitted; or

(b) has in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the price of the bid or proposal of any Bidder or offer of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted

Contractor/Bidder/Offeror: _____

By: _____

Title: _____

Date: _____

Subscribed and sworn to before me, a Notary Public of the State of _____, County or City of _____

_____, this _____ day of _____, 2009.

(Notary Public)

My Commission Expires: _____

10/19/04

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Sample AGREEMENT FOR SERVICES (do NOT complete at this time)

THIS AGREEMENT, made this _____ day of _____, 2009, by and between Anne Arundel County, Maryland (the “County”), and _____ (the “Contractor”).

WHEREAS, the County issued Invitation for IFB No. _____, entitled “_____”, a copy of which is attached hereto as Attachment A and is incorporated herein and made a part hereof;

WHEREAS, copies of the Contractor’s technical proposal, if any, and cost proposal are attached hereto as Attachment B;

WHEREAS, having completed the Procurement process in accordance with Attachment A and the Anne Arundel County Code, the County is awarding the resulting contract to the Contractor; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Contractor and the County agree as follows:

1. The Contractor shall perform services described and outlined in Attachments A and B to this Agreement, which are incorporated herein and are made a part hereof (the “Work”).

2. The County and the Contractor shall have all rights and obligations set forth in Attachments A and B. If any term of this Agreement conflicts with any term of Attachments A or B to this Agreement, then the term of this Agreement shall control. If any term of Attachment A to this Agreement conflicts with any term of Attachment B to this Agreement, then the term of Attachment A shall control.

3. The County shall pay the Contractor in accordance with the fee schedule set forth in Attachment B to this Agreement. Services under this Agreement shall be performed pursuant to Blanket Order Release Purchase Orders issued by the Purchasing Agent. The Finance Officer shall certify availability and encumbrance of funds for each Blanket Order Release Purchase Order issued pursuant to this Agreement, and no payment shall be made to the Contractor absent such certification.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

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ATTEST:

ANNE ARUNDEL COUNTY,
MARYLAND

Witness Signature

By: Dennis Callahan Date (SEAL)
Title: Chief Administrative Officer

[CONTRACTOR NAME]

Witness Signature

By: Date (SEAL)
Title:

Approved.

Purchasing Agent

Date

Approved as to form and legal sufficiency.

Office of Law

Date

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APPENDIX A – Sample Parts List

| <u>Items</u> | <u>Quantity</u> |
|---|------------------------|
| Monitoring Ports and Quick Connects | 10 each |
| Monitoring Port Dust Caps – Landtec 2" | 3 each |
| Monitoring Port O-Ring Seals | 10 each |
| Wellhead Temperature Gauge | 5 each |
| Kanaflex Well Hose with Stainless Steel Hose Clamps | 40 feet |
| Complete Wellhead Assembly – Landtec 2" | 3 each |
| Condensate Pump Station Pumps QED Solo II | 2 each |
| Blower/Flare Station Manufacturer Approved Grease (tubes) | 3 each |
| Control Panel Light Bulbs | 6 each |
| Chart Recorder Zip Disks –100mb | 4 each |
| Blower Motor Drive Belt (1 per blower motor) | 3 each |
| Louver Actuator Oil | 1 gallon |
| Flare Touch-up Paint | 1 gallon |
| Igniter Assembly | 1 each |
| Igniter Rod | 1 each |
| Thermocouple Elements | 1 each |
| Ultra Violet Scanner | 2 each |
| Blower Bearing Assembly (1 per blower) | 3 each |
| Compressor Oil—Ingersol Rand T-30 Select | 2 gallons |
| Air Filter | 1 each |
| Dryer Cartridges | 2 each |
| Regulator Screens | 4 each |