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Equal Opportunity Employer

Issue Date: December 28, 2009

### THE COUNTY OF MERCED DEPARTMENT OF ADMINISTRATIVE SERVICES-PURCHASING

## INVITATION FOR BID BID NO. <u>6477</u>

### FOR: PROVIDE AND INSTALL AN AIR SPARGE/SOIL VAPOR EXTRACTION SYSTEM COMMODITY CODE: 962.00

Notice is hereby given that sealed bids will be received at the Merced County Department of Administrative Services-Purchasing until 4:00 P.M., local time, on <u>Thursday, January 28, 2010</u>, at which time they will be publicly opened, read and **published to the web** for the furnishing of all labor, materials and equipment, and performing all work necessary and incidental to Provide and Install an Air Sparge/Soil Vapor Extraction System. Please carefully read and follow the instructions. **Bids shall be presented under sealed cover. Clearly marked with the bid number and bid submittal deadline date on the outside and mailed or delivered to:** 

County of Merced Department of Administrative Services-Purchasing 2222 "M" Street, Room 1 Merced, California 95340 Attn: Frank C. Rybka, C.P.M., CPPB, Procurement Specialist II Phone: 209-385-7331 Ext. 4361 Fax: 209-725-3535 E-Mail: frybka@co.merced.ca.us

Any bidder who wishes their bid to be considered is responsible for making certain that their bid is received in the Department of Administrative Services-Purchasing by the Bid Submittal Deadline. NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL), OR FACSIMILE BIDS OR MODIFICATIONS WILL BE CONSIDERED. BIDS RECEIVED AFTER THE BID SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.

#### BID SUBMITTAL DEADLINE: 4:00 P.M., THURSDAY, JANUARY 28, 2010

#### BIDS WILL BE CONSIDERED LATE WHEN THE OFFICIAL DEPARTMENT OF ADMINISTRATIVE SERVICES-PURCHASING TIME CLOCK READS 4:01 P.M.

### TABLE OF CONTENTS

| SECTIONI   | PAGE    |
|--|---------|
| Section 1 – Scope of Work                          | 3       |
| Section 2 – Instructions for Submitting Bids       | 4       |
| Section 3 – General Terms and Conditions           | 10      |
| Section 4 – Award of Bid                           | 19      |
| EXHIBITS   |         |
| 1 – Site Specific Equipment Notes and Requirements | 20      |
| 2 – Drawing List: Sheets 1 thru 14                 | 25 - 39 |
| ATTACHMENTS  |         |
| A – Signature Sheet                                | 40      |
| B – Bid Cost Sheet                                 | 41      |
| C – Reference List                                 | 42      |
| D – Subcontractor List                             | 43      |

#### **SECTION 1**

#### **SCOPE OF WORK** BID NO. <u>6477</u>

These specifications describe the requirements to furnish all labor, materials and equipment, and performing all work necessary and incidental to Provide and Install an Air Sparge/Soil vapor Extraction System according to the following Drawings and Specifications:

| Exhibit 1 - | "Site Specific Equipment Notes and Requirements (Pages 1-5)   |
|-------------|---|
| Exhibit 2 - | Drawing List:<br>Sheet 1 – Title Sheet (For reference only, not a part of this bid, performed by<br>Others)<br>Sheets 2-7 – General Notes and Specifications (For reference only, not a part of<br>this bid, performed by others) |
|             | Sheet 8 – Site Vicinity Map (For reference only, not a part of this bid, performed by others)   |
|             | Sheet 9 – Generalized Site Plan (For reference only, not a part of this bid, performed by others)   |
|             | Sheet 10 – Trench Detail (For reference only, not a part of this bid, performed by others)  |
|             | Sheet 11 – Process and Instrumentation Diagram (For reference only, not a part of this bid, performed by others)  |
|             | Sheet 12 – Equipment Layout (This is a general, not an exact layout for the equipment).   |
|             | Sheet 13 – Construction Details (For reference only, not a part of this bid, performed by others)   |
|             | Sheet 14 – Well Details (For reference only, not a part of this bid, performed by others)   |

### SECTION 2 INSTRUCTIONS FOR SUBMITTING BIDS

#### 1. <u>Bid Submittal</u>

a. Bid must be submitted on the form(s) provided by and made available at the Office of the Merced County Department of Administrative Services-Purchasing, 2222 "M" Street, Room 1, Merced, CA 95340. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All bids submitted must have signature sheet, (Attachment A) completed, dated, with firm's name and signed by a duly authorized officer of the firm.

The bid cost sheet, (Attachment B) to be completed, signed and returned with bid submittal.

Bids not submitted on the form(s) provided may not be considered by the Department of Administrative Services-Purchasing.

- b. All bids shall be presented under sealed cover. Clearly identified on the outside to read:
  - Name of the bidder
  - Address of the bidder
  - Subject of the Bid
  - Invitation for Bid Number
  - Bid Submittal Deadline Date
- c. Please submit **one** (1) **original signature hard copy** to be signed in blue ink (original copies marked as such) and **one** (1) **copy**.
- d. <u>All bids shall remain firm for at least ninety (90) calendar days after Bid Submittal</u> <u>Deadline unless otherwise specified</u>. Within ninety (90) calendar days after the Bid Submittal Deadline opening, a purchase order and/or a contract may be awarded by the County to the lowest responsible bidder, as it may deem proper in its absolute discretion. The time for awarding a purchase order and/or a contract may be extended at the sole discretion of the County, if required to evaluate bids or for such other purposes as the County may determine, unless the bidder objects to such extension in writing with their bid.
- e. All prices shall be bid F.O.B. DESTINATION only.
- f. Delivery dates of all items/services shall be specified on the bid.
- g. Mistakes must be corrected and the correction inserted; correction must be initialed in blue ink by the person signing the bid.

- h. Bidder shall be able to withdraw their bid at any time prior to the Bid Submittal Deadline. After bid submitted deadline, the bidder shall not be relieved of its bid without the consent of the County, nor shall any change in the bid be made because of a mistake. The County may allow a bidder to withdraw a bid because of a mistake only when the bidder has notified the County in writing within five (5) work days following the bid opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the County that: (1) a mistake was made; (2) the mistake made the bid materially different from what the bidder intended; and (3) the mistake was made in filling out the bid and was not due to an error in judgment nor to carelessness in inspecting the site nor in reading the plans or specifications.
- i. The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

#### 2. <u>Interpretation, Corrections and Addenda</u>

The Bidder must carefully examine the specifications, terms and conditions provided in the Invitation For Bid and become fully informed as to the requirements set forth therein. If anyone planning to submit a bid discovers any ambiguity, conflict, discrepancy, omission or error in the bid, has any questions in relationship to the "Scope of Work", or any other related matters, they shall immediately notify the contact person as shown on the "Cover Sheet" of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth herein:

#### Deadline for submission of questions: January 19, 2010

No further requests for clarification or objections to the bid will be accepted or considered after this date. Any change in the bid will be made only by written addendum, issued by the Department of Administrative Services-Purchasing Division to each firm in receipt of the Invitation for Bid and shall be incorporated in the bid.

The Bidder shall sign and date the addendum and submit same with the bid. Any oral communication by the County's designated contact person or any other County staff member concerning this proposal is not binding on the County and shall in no way modify this proposal or the obligations of the County or any Bidders.

The Bidder may FAX, E-mail or mail the contact person as shown on the "Cover Sheet".

All inquiries shall be directed to the designated County staff person as shown. Contact with any other County personnel, any undue "badgering" of such County personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your bid.

#### 3. <u>Bid Submittal Deadline</u>

The bid must be received in the Merced County Department of Administrative Services-Purchasing by 4:00 P.M. local time on **Thursday, January 28, 2010**. All bids shall be presented under sealed cover, clearly identified on the outside to read:

- Name of the bidder
- Address of the bidder
- Subject of the bid
- Invitation for Bid Number
- Bid Submittal Deadline Date

For the purposes of this bid, the time specified will be as defined by the Date/Time machine in the Office of the Department of Administrative Services-Purchasing, 2222 "M" Street, Room 1; Merced, California 95340. BIDS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.

Bid must be mailed or delivered personally to:

Merced County Department of Administrative Services-Purchasing 2222 "M" Street, Room No. 1 Merced, California 95340 Bid No. <u>6477</u> Attention: Frank C. Rybka, C.P.M., CPPB, Procurement Specialist II

Without law or policy to the contrary, if the bidder took reasonable steps to submit the bid in due time, and failure of the bid to be on hand at the time of closing was not the result of negligence or other fault of the bidder, but was the result of negligence by the County, the County reserves the right to accept such bid.

#### 4. <u>References</u>

Provide a list of at least three (3) three customer references, (Attachment C) which you have sold or are currently selling similar items/services. Include the company's name; the name, title, and telephone number of a contact person; the dollar amount of the contract; and the dates that these items/services were completed.

#### 5. <u>Pre-Bid Conference</u>

A pre-bid conference will be held to discuss all relevant issues associated with the Invitation for Bid. While attendance is not required, all potential bidders are strongly encouraged to attend. Each firm will be limited to not more than two (2) representatives in attendance.

Please submit, in writing, any questions relevant to the Invitation For Bid that you would like answered at the pre-bid conference to the Department of Administrative Services-Purchasing as referenced above or fax your questions to (209) 725-3535, no later than three (3) work days before the conference. This will allow for a more thorough response.

The pre-bid conference may be taped and answers will be posted to the County of Merced Official Website (<u>www.co.merced.ca.us</u>) following the conference. Please contact the Merced County Department of Administrative Services-Purchasing at (209) 385-7331 for confirmation of your attendance. <u>Oral answers at the conference will not be binding on the County.</u>

The location, date and time will be as follows:

| Location: | Merced County                   |
|-----------|---------------------------------|
|           | Public Works Corporation Yard   |
|           | 715 Martin Luther King, Jr. Way |
|           | Merced, CA 95341                |
| Date:     | January 6, 2010                 |
| Time:     | 10:00AM                         |

#### 6. <u>Bid Security</u>

Each bid must be accompanied by a Bid Security in the amount of ten percent (10%) of the total bid cost made payable to the County of Merced. At the option of the bidder, this may be a certified check, cashier's check, or Bid Bond. Bid Bonds shall be executed as a Surety by a corporation licensed to issue Surety Bonds in the State of California. Bid securities will be returned to all except the three lowest bidders, which will be retained until the accepted bidder has entered into a contract with the County.

#### 7. Forfeiture Of Bid Security

The bid security shall be submitted with the understanding that it is a guarantee that the bidder will not withdraw their bid during such time and under the conditions set forth herein; that they will enter into a formal contract if it is awarded to them; that they will furnish the required bonds and that the bid security will be declared forfeited as liquidated damages in the event of withdrawal of their bid or in the event of failure to enter into said contract and give said bonds within the time specified after they have received notice of an award. The County may then award the contract to the next responsible bidder or bidders, or may call for new bids.

#### 8. <u>Performance Bond</u>

Within fourteen (14) calendar days of the award of the contract, the successful bidder will be required to furnish, at bidder's expense, the County a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the total bid cost. The bond shall be approved as to form by the County, executed by the bidder as principal and by a corporation licensed to issue such bonds in the State of California.

#### 9. <u>Payment Bond</u>

Upon execution of the contract, the successful bidder will be required to furnish a Payment bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

#### 10. Liquidated Damages

The amount of the liquidated damages to be paid by the successful bidder, awarded the contract by the County, for failure to complete the entire work by the completion date (as extended, if applicable) will be \$250.00 for each calendar day, continuing to the time at which the work is complete. Such amount is the actual cash value agreed upon as the loss to the County resulting from successful bidder's default.

#### 11. <u>Specific Compliance</u>

All bidders will be required to abide by all applicable Federal and State laws and regulations.

#### 12. <u>Acceptance Test</u>

Upon receipt of written notification of the completion of the delivery of the items/services called for under this bid, County, at its option, may conduct a fifteen (15) work day on-site acceptance test. The acceptance test of the items/services will be conducted for the purpose of demonstrating, that, in County's sole opinion that such items/services performs in accordance with the manufacturer's specifications.

In the event the items/services do not successfully pass the acceptance test, County shall notify the successful bidder, in writing, specifying in reasonable detail in what respects the items/services failed to perform. Seller shall immediately correct any deficiencies, disclosed by the acceptance test. County may repeat the fifteen (15) work days test again until the items/services have successfully passed the acceptance test.

In the event that the items/services fail to pass the acceptance test within sixty (60) calendar days of the date that the notification of the completion of the delivery of the items/services are received, County shall have the option of immediately terminating any purchase order issued as a result if this bid without financial liability or penalty of any kind, or, with mutual agreement the parties may continue the acceptance testing. The option to terminate any purchase order issued as a result of this bid, as aforesaid, shall remain available to County during any mutually agreed to continuation of the acceptance test after the aforesaid sixty (60) calendar day period. If County elects to termination any purchase order issued as a result of this bid, the successful bidder shall refund all monies received from County up to the period of termination, within thirty (30) calendar days from receipt of written termination by County.

#### 13. <u>Merced County Business License</u>

Prior to the issuance of any purchase order and/or the performance of any contract derived from this bid, the successful bidder and its subcontractors shall be required to maintain a Merced County Business License in accordance with the County of Merced Ordinance No. 1705, "An Ordinance Establishing a requirement for a Business License and Temporary Business License and/or persons operating in the unincorporated areas of Merced County (www.caed.merced.ca.us).

It is the intent of the Board of Supervisors of the County of Merced to authorize that no person shall maintain, conduct, or carry-on a business, whether or not for profit, located in whole or in part at a fixed place of business within the County and outside the limits of any incorporated city, without first obtaining a license to operate as provided under the County of Merced Ordinance No. 1705.

### SECTION 3 GENERAL TERMS AND CONDITIONS

#### 1. <u>Bid Rejection/Waiver of Informalities</u>

#### THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS.

The County's decision shall be final. The County's waiver of an immaterial defect shall in no way modify the bid documents or excuse the bidder from full compliance with its specifications if the bidder is awarded the bid.

#### 2. **Bonding Requirements**

If required, before execution of the contract with the successful bidder by the County, the successful bidder shall file with the County the necessary bonds satisfactory to the County in the amounts and for the purposes noted. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in California and secured through an authorized agent with an office in California. The successful bidder shall pay all bond premiums, costs and incidentals.

#### 3. <u>Condition of Equipment Bid</u>

If equipment is proposed, it is to be the newest and latest model in current production. Used, remanufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated under this bid.

#### 4. Brand Names

Manufacturers' brand names and model numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the item. Offers for equal items must state the manufacturers brand and model number, or level of quality. The determination of the Department of Administrative Services-Purchasing as to what items are equal is final and conclusive. When manufacturer's brands, model numbers or level of quality is not stated by bidder, the offer will be considered exactly as specified.

#### 5. <u>Payments, Invoicing and W-9 Certification Form</u>

Invoices in triplicate, shall be mailed or delivered to the County Department whose name and address shall appear in the "INVOICE TO" section of any purchase order and/or contract as a result of this bid.

In addition to the itemized invoice(s) submitted by the successful bidder for payment, the successful bidder must also complete and submit a Form W-9, "Request for Taxpayer Identification Number and Certification", (<u>www.irs.gov/pub/irs-pdf/fw9.pdf</u>) to the County. Both invoice(s) and W-9 form shall be forwarded to the County at the address indicated in the purchase order and/or contract.

Upon approval by the County, the sum due hereunder shall be paid to the successful bidder within thirty (30) calendar days following acceptance pursuant to Section "Acceptance Test", and receipt of a proper invoice(s).

#### 6. <u>Delivery Hours</u>

Delivery will be accepted from 9:00 a.m. to 4:00 p.m., Monday through Friday.

#### 7. Damage of Items

All damages pursuant to items received by County due to the successful bidder's negligence shall be the responsibility of successful bidder to replace.

#### 8. <u>Alternate Bids</u>

Alternate bids will not be considered.

#### 9. <u>Cash Discount</u>

In connection with any cash discount specified on this bid, time will be computed from the date of the complete delivery of the items/equipment as specified, or from date correct invoices are received in the County department requesting such items/equipment, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

#### 10. Pricing

Unless otherwise provided, the items/services stated herein will not be subject to any price increase from the date of acceptance of bid to the date of termination/extension as stated herein. If the successful bidder established prices for any items/services listed herein is decreased during the term of this bid, then such discounts/ reductions in price shall be immediately applicable so that County may have benefit of such lower prices.

#### 11. <u>Risk of Loss</u>

The successful bidder shall bear risk of loss until goods have reached the final F.O.B. Destination point. Thereafter, County shall bear risk of loss.

#### 12. <u>Prior to Shipment</u>

While the successful bidder has risk of loss, the successful bidder agrees, at its own expense, to procure and carry suitable fire, and extended coverage insurance on material, work-in-process and any furnished items which comprise or will eventually comprise the Piece-of Equipment. The amount to be insured shall be the actual replacement value of said material, work-in-process and furnished items. Such insurance shall provide a loss payable clause in favor of the successful bidder as its interest may appear.

#### 13. <u>F.O.B. Point</u>

F.O.B. Destination to include inside delivery to:

#### MERCED COUNTY PUBLIC WORKS CORPORATION YARD 715 MARTIN LUTHER KING, JR. WAY MERCED, CA 95341

#### 14. Examination of Bid Documents

All bidders shall carefully examine the specifications herein and must fully inform themselves of the conditions and requirement of the items/services to be furnished. Failure to do so will be at bidder's own risk and cannot secure relief on the plea of error, or dispute, or question such specifications and the directions explaining or interpreting them.

Should a bidder find discrepancies in, or omissions from, the specifications, or should he/she be in doubt to their meaning, he/she shall at once notify the County's Department of Administrative Services-Purchasing. Notification is to be in written form and must be submitted at least seven (7) work days prior to the Bid Submittal Deadline. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding upon the County.

All other questions should be directed to the buyer shown on the "Cover Sheet" of this Invitation for Bid (IFB)

#### 15. <u>Request for Changes</u>

The County reserves the right to order in writing changes in the bid or alterations, additions, or omissions at any time prior to acceptance of the items/services without voiding the bid, and the successful bidder shall comply with such order. The successful bidder may also request changes in the bid, but no work will be performed on such changes until the request is approved in writing by the County. Such changes shall be performed in accordance with the original bid requirements except as modified by an amendment. Except as herein provided, the successful bidder shall have no claim for any other compensation due to changes in the work.

Any changes or deviation from the contract made without authority in writing from the County's Department of Administrative Services-Purchasing will be at the bidder's own risk. No such changes shall be made nor adjustment in compensation granted unless the successful bidder receives an executed amendment prior to making the changes.

#### 16. Local Business Purchasing Preference

A five percent (5%) preference shall be granted to local bidders. A local bidder is defined as:

- a. A principal place of business located within the County of Merced with a valid and verifiable business license, if applicable, issued by a city the County or a business located in the unincorporated areas of the County. Post Office Boxes do not qualify as verifiable local business addresses;
- b. Employs at least one (1) full-time employee within the County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the County; and
- c. Has had a fixed office or place of business having a street address within the County for at least six (6) months immediately prior to the issuance of the request for competitive bids by the County.

Local preference only applies to the purchase of materials, supplies, equipment or services, and will not apply to bids conducted cooperatively with other public agencies, nor when prohibited by state or federal statutes or regulations to be awarded to the "lowest responsible bidder" or other wise exempted from local preference. The total amount of such a preference granted in a single competitive bid shall not exceed \$10,000 over a non-local bidder (County of Merced Ordinance No. 1852, Chapter 5.12.025; "Local Business Purchasing Preference").

#### 17. <u>Insurance</u>

Prior to the commencement of work, and as a precondition to this contract, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance and endorsements naming County as an additional insured on each policy. The insurance carrier shall be required to give County notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if Contractor has a SIR, and if so, Contractor shall be required to provide the entire policy of insurance with which it has a SIR.

- a. Requirements and Limits:
  - 1. Commercial General Liability: \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured using ISO form CG2026, as to any liability arising from the performance of any contract resulting from this proposal.
  - 2. Automotive Liability: \$1,000,000.00 per accident for bodily injury and property damage, or split limits of \$500,000.00 per person/\$1,000,000.00 per accident for bodily injury and \$250,000.00 per accident for property damage.

- 3. Workers' Compensation Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000.00 per accident, the policy shall be endorsed to waive the insurer's subrogation rights against the County.
- 4. If the successful bidder elects to deliver products to the County using a common carrier that is not related to the bidders business entity. The bidder may request waiver of the automobile and workers compensation insurance requirements.
- b. Insurance Conditions.
  - 1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.
  - 2. Each of the required policies, noted above, shall be endorsed to provide the County with thirty (30) calendar days prior written notice of cancellation. Additionally, the policies shall also be endorsed by the insurance company (not the agent) to modify the policies to include Merced County, its officers, agents, and employees as additional insured. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of successful bidder to furnish insurance during the term of the contract.
  - 3. These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended "Scope of Work". Additional qualifying policy conditions or special endorsements may be specified in the contract depending on the final "Scope of Work" agreed on by County and the successful bidder. Insurance questions may be directed to the Department of Administrative Services-Purchasing for response from the County's Risk Manager.

#### 18. <u>Qualification of Bidder</u>

The County may make such investigation as it deems necessary to determine the ability of the bidder to provide the services requested herein, and the bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any bid should the evidence submitted by, or investigation of, the bidder fail to satisfy the County that such bidder is properly qualified to carry out the obligations of the bid and to complete the requirements contemplated therein.

#### 19. <u>Subcontracting</u>

Any bidder using a subcontractor(s) must clearly explain the use of the subcontractor(s) and list the name(s) and address(es) of the subcontractor(s) providing work under this bid.(Attachment **D**) The successful bidder will be fully responsible for all work performed under this bid and will be considered as the Prime Contractor. Any subcontracting, or other legal arrangements made by

the bidder are the sole responsibility of the bidder. Any contract that is entered into between the successful bidder and the subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

#### 20. <u>Default</u>

In the event the successful bidder who is awarded a purchase order and/or contract resulting from this bid shall be in breach or default, the County may procure the items/services from other sources and may deduct from any monies due, or that may thereafter become due to the successful bidder, the difference between the price named in the purchase order and/or contract and actual cost thereof to the County. Prices paid by the County must be considered the prevailing market price at the time such purchase is made. These rights and remedies shall not be exclusive but in addition to any other rights and remedies provided by contract law. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Department of Administrative Services-Purchasing.

#### 21. Cancellation of Purchase Order and/or Contract

The County may terminate any purchase order and/or contract derived from this bid as follows:

- a. WITHOUT CAUSE at any time by giving thirty (30) calendar days written notice to the successful bidder.
- b. WITH CAUSE (Default) at any time by giving ten (10) calendar days written notice to the successful bidder. Cancellation for cause shall be at the discretion of the Department of Administrative Services-Purchasing and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this bid.

The successful bidder may not cancel any purchase order and/or contract derived from this bid, without prior written consent of the Department of Administrative Services-Purchasing.

#### 22. <u>Rejection of Bid</u>

#### THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID, AND ALSO TO WITHHOLD AWARD FOR A PERIOD OF NINETY (90) CALENDAR DAYS FROM DATE OF BID OPENING.

#### 23. <u>Nondiscrimination</u>

a. During the performance of this bid, bidder and any sub-bidders shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, martial status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Bidder and sub-bidders shall ensure that the

evaluation and treatment of their employees and applicants for employment are free of such discrimination. Bidder and sub-bidders shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 <u>et seq.</u>) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code and incorporated into this contract by reference and made a part hereof as if set forth in full.

- b. Bidder and any sub-bidders shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Bidder shall include the nondiscrimination and compliance provisions of the clause in all subcontracts to perform work under the contract.
- d. Bidder shall grant access by representative of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or County shall require to ascertain compliance with this clause.

#### 24. <u>Non-discrimination of the Disabled</u>

The County will not aid or perpetuate discrimination against a qualified disabled individual by funding as an agency, organization, or person that discriminates on the basis of handicap in providing aid, benefit, or service to beneficiaries of the program or activity. The County is committed to provide access to all County services, programs, and meetings open to the public for people with disabilities.

In this regard the County and all of its vendors and bidders will take all reasonable steps to ensure that disabled individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

#### 25. <u>Governing Law and Venue</u>

This bid, or any contract that may result from the award of this bid, shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the state of California. Any action brought to enforce the terms, or provision of this bid or any contract that may result from the award of this bid, shall have venue in the County of Merced, State of California.

#### 26. <u>Taxes</u>

Sales Tax should be shown separately on the bid form, when and where indicated. The County is exempt from Federal Excise Tax and should not be included in your bid. If your company is outside California and collects sales tax, please state the amount as a separate item if the County is to remit the tax.

#### 27. <u>Samples</u>

Samples of items, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

#### 28. <u>Liabilities</u>

The bidder shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against the County or bidder because of the unauthorized use of such items.

#### 29. <u>Indemnification</u>

Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim or allegation of liability against County. Contractor will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

#### 30. <u>Warranty, Manufacturer</u>

Manufacturer shall fully warrant all materials and equipment furnished under the terms of this bid against poor and inferior quality. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of County operations. A copy or description of the manufacturer's warranty shall accompany each bid for the material and equipment proposed, detailing the scope and length of the warranty. Where the successful bidder is also the manufacturer of the materials or equipment provided under this bid, the Manufacturer's Warranty requirement will supersede the successful bidder warranty requirement of this bid.

#### 31. Warranty, Successful Bidder

Successful bidder shall fully warrant all materials and equipment furnished under the terms of this bid against poor and inferior quality, for a period of not less than **one** (1) year from date of the final acceptance by the County. While under warranty, successful bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of County operations.

### SECTION 4 AWARD OF BID

An evaluation team shall validate and evaluate all bids received. All requirements identified in this bid must be satisfied in order to ensure that a bid will qualify for consideration.

#### 1. Most Responsive Bidder

Although competitive pricing is essential in the award of this IFB, consideration shall be given, but not limited to:

- a. Lowest responsive bidder following assessment of 5% Local Business Purchasing Preference, if applicable.
- b. The ability of the Bidder to comply with Terms and Conditions set forth herein.

#### 2. Lowest Responsible Bidder

In addition to price in determining the lowest responsible bidder, consideration shall be given, but not limited to:

- a. The quality and performance of the supplies/equipment to be provided by the bidder;
- b. The ability, capacity and skill of the bidder to perform the contract or accomplish the transaction within the time specified, without delay;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of bidder's performance on previous purchases by, or contracts with, the County;
- e. The ability of the bidder to provide future maintenance, repair parts and services for the supplies/equipment provided;

#### 3. <u>Award</u>

The County reserves the right to:

- a. Award bids received on the basis of individual items/services, or groups of items/services, or on the entire list of items/services;
- b. Reject any or all responses, or any part thereof;
- c. Waive any informality in the bids;
- d. Accept the bid that is in the best interest of the County. The Department of Administrative Services-Purchasing's decision shall be final; and
- e. Award bids based upon the "Local Business Purchasing Preference" Policy.

An evaluation of the bidder's ability, quality, and performance as set forth under Section "Most Responsive Bidder" and "Lowest Responsible Bidder" of this bid will be used in addition to total cost as a basis of award for any ensuing contract.

### **EXHIBIT 1**

#### SITE SPECIFIC EQUIPMENT NOTES AND REQUIREMENTS Merced County Public Works Corporation Yard 715 Martin Luther King Jr. Way Merced, California

#### AIR SPARGE/SOIL VAPOR EXTRACTION SYSTEM

An air sparge/soil vapor extraction (AS/SVE) system will be used to remove volatile organic compounds in soil and groundwater from the subject site. Soil vapor extraction will additionally be used to remove shallow zone hydrocarbon vapors and mitigate the risk of vapor intrusion to the indoor air of nearby structures.

The SVE system will consist of a regenerative blower to simultaneously extract soil vapor from seventeen wells (VE-1 through VE-17). The vapor will be directed through a moisture separator tank prior to being abated by an electric catalytic oxidizer (catox). Treated air will be discharged through an effluent stack. Operation of the vapor abatement system will occur under the authority of the San Joaquin Air Pollution Control District.

The sparge system will consist of an oil-less air compressor, three way solenoid valve, pressure regulator, rotameter and seventeen air sparge wells (AS-1 through AS-17). The compressor will be powered through the main SVE control panel and individual well operation will be controlled by way of a timers and solenoid valves.

Extracted groundwater will be transferred into a holding tank, and then transported to an approved treatment facility for disposal.

Aboveground piping containing hydrocarbon vapor shall be mild steel, black iron, or schedule 80 PVC. All water conveyance piping shall be schedule 80 PVC. All air-sparge piping shall be ABS or galvanized steel.

#### SYSTEM DETAILS

The system is designed to be manufactured and supplied as a "Turn Key" packaged remediation system, custom built to the requirements and specifications in these design notes and drawings. The system is designed for continuous operation. Remedial design drawings are provided as an attachment.

#### **Electric Power Available at the Site:**

200 Amp, 240 Volt, three-phase. Discussions with the Merced County Public Works Corporation Yard (the County) indicate that sufficient electrical services will be available for system operation.

Equipment electrical classification:

Outdoor application of all electrical equipment shall be NEMA 4.

#### System Enclosure Requirements:

The AS/SVE system will be placed on the existing surface located on the East side of the Maintenance Shop building, on the Northern side of the property. The holding tank will be placed adjacent to the equipment, within a secondary containment berm. All equipment should stand-alone or be skid mounted. Skids for equipment must fit into the space shown on Sheet 12 of the design package.

#### Soil Vapor Extraction Skid and Blower:

Soil vapor will be simultaneously extracted from the 17 designated wells, using a regenerative blower capable of generating 300 CFM at a vacuum of B0 inches of water column. The regenerative blower shall be a skid-mounted unit with a main control panel, and air-water separator. The air-water separator (AWS) will be a 60-gallon steel vacuum rated tank. The tank will come with a clean-out access and 2" diameter clear PVC full-length sight tube with true unions. The tank will be connected to the regenerative blower with piping containing automatic and manual vacuum relief valves. The tank will include one transfer pump (P-1) sized to deliver water from the tank against operating vacuum pressure. Gauges will be supplied to monitor line pressure and temperature. Vapor flow will be measured using a hand-held anemometer.

The SVE Skid and Blower must contain the following equipment:

- i. Regenerative Blower
  - 300 CFM at 80 inch water column
  - 230 Volt AC, 3 Phase, TEFC motor
  - 0 100° F, 2<sup>1</sup>/<sub>2</sub>" steel dial, <sup>1</sup>/<sub>4</sub> NPT connection, temperature gauge on blower inlet piping
  - 0 30 PSI, 2<sup>1</sup>/<sub>2</sub>" steel dial, <sup>1</sup>/<sub>4</sub> NPT connection, pressure gauge on blower discharge piping
  - 0 2000 F, 2<sup>1</sup>/<sub>2</sub>" steel dial, <sup>1</sup>/<sub>4</sub> NPT connection, temperature gauge on blower discharge piping

#### ii. Air-Water Separator Tank

Welded steel construction with external enamel finish

- Tangential inlet and demister for 99% moisture removal
- 60 gallon holding capacity
- Full vacuum design rating
- 2 inch, clear PVC site glass with stainless steel level control and high level floats Site glass level controls should be installed to allow easy removal and cleaning Level controls in the air-water separator tank are to be designed such that:

Level controls in the air-water separator tank are to be designed sucr

LSL - Turns pump P-1 off.

LSH - Turns pump P-1 on.

LSHH - Turns off the AS/SVE system.

LAHH - Panel mounted indicator light in the event of system shutoff at high level.

- Polypropylene demister element
- 1" drain valve (brass ball valve)
- 3" NPT inlet and outlet connections
- 6" Plate flanged cleanout port

3" Wye strainer on separator inlet

2" air bleed valve with filter/silencer on inlet (bronze globe valve)
Adjustable automatic vacuum relief valve on separator discharge
0 - 200 inch H20, 2<sup>1</sup>/<sub>2</sub>2" steel dial, <sup>1</sup>/<sub>4</sub> NPT connection, vacuum gauge on separator housing

- iii. Air-Water Separator Transfer Pump 10 gpm @ 65"TDH 3⁄4 HP, 230 Volt, 3 phase, TEFC motor Isolation valve on pump inlet (brass ball valve) Check valve, throttle valve and sample port on pump discharge 0 - 60 PS1, 2½" steel dial, ¼ NPT connection, liquid filled pressure gauge on pump discharge
- iv. Dilution Air Control Valve The Catalytic Oxidizer's dilution air control valve must be integrated into the existing skid mounted SVE system process piping.
- v. Soil Vapor Extraction Control Panel

For operation on 230 volt AC, 3 phase, 3 wire incoming electrical service. To control (1) regenerative blower, (1) air-water separator transfer pump, and interlocked with air-sparge system control panel and catalytic oxidizer. The control panel is to be skid mounted on the SVE skid. To include:

Enclosure, NEMA 4, 36"H, 36"w, 12"d with outer door mounted switches and indicator lights Panel must be UL Listed Panel mounted fused disconnect switch with door interlock 3 pole power distribution terminal block with Plexiglas shield 1 pole neutral distribution block with Plexiglas shield Circuit Breaker: sized for SVE Blower Circuit Breaker: sized for AWS Transfer Pump Circuit Breaker: sized for Air Sparge skid operation Circuit Breaker: sized for Catox skid operation Motor starter/thermal overload: sized for SVE Blower operation Motor starter/thermal overload: Contactor sized for AWS transfer pump operation Three position (Hand-Off-Auto) switch for SVE Blower Three position (Hand-Off-Auto) switch for AWS Transfer Pump Amber light for Catox Ready (indicates interlock criteria is met) White light for Power On (indicates that control power is available) Red light for high Level holding Tank High-Level (activates full system shut-down) Red light for high Level Air-Water Separator Tank High-Level (activates system shut-down) Red light for Catox Failure (activates system shut-down) Reset button (clears alarm conditions) Hour meter for SVE blower Engraved laminated legends for all door mounted devices Interlocks as required for operation with catox and Catox Ready light Interlock for sparge system (Sparge system locked out if the SVE system is not operating) Relay and timer logic as required Terminal blocks for external connections and fusing as required External connection for holding tank normally closed high level switch

Color-coded wiring with wire markers at all terminations Emergency Stop Button on front of panel GFIC 20A outlet with weatherproof cover, mounted adjacent to control panel

#### Air-Sparge Compressor and Controls:

The Air Sparge system will be piped into 17 sparge wells, using oil-less continuous duty rotary vane air compressor capable of generating 20 CFM at a pressure of 15 pounds per square inch (PSI). The air compressor shall be a skid-mounted unit with a sparge control panel. The sparge control panel will be interlocked with the main control panel such that if the soil vapor extraction system is off, the sparge system will be automatically turned off. Each of the ten sparge wells will be controlled by an individual timer within the control panel and solenoid valve operation. The sparge system will include an in-line flow meter and adjustable pressure relief valve. Gauges will be supplied to monitor line pressure and temperature.

The Air-Sparge Skid and Compressor must contain the following equipment:

- i. Sparge Compressor
  - 20 CFM at 15 PSI

230 Volt AC, 3 Phase, TEFC motor

- 0 100° F, 2<sup>1</sup>/<sub>2</sub>" steel dial, <sup>1</sup>/<sub>4</sub> NPT connection, temperature gauge on blower inlet piping
- 0 100 PSI, 2<sup>1</sup>/<sub>2</sub>" steel dial, <sup>1</sup>/<sub>4</sub> NPT connection, pressure gauge on blower discharge piping
- 0 50 CFM in-line flow meter
- ii. Aír Sparge System Control Panel

For operation on 230 volt AC, 3 phase, 3 wire incoming electrical service. To control (1) sparge compressor and (10) 120 volt AC solenoid valves for air-sparge well operational control, and interlocked with soil-vapor extraction system control panel. The control panel is to be skid mounted on the air-sparge skid. To include:

Enclosure, NEMA 4, 36"H, 36"w, 12"d with outer door mounted switches and indicator lights Panel mounted fused disconnect switch with door interlock 3 pole power distribution terminal block with Plexiglas shield 1 pole neutral distribution block with Plexiglas shield Circuit Breaker: sized for air-sparge compressor Motor starter/thermal overload: sized for air-sparge Compressor operation Three position (Hand-Off-Auto) switch for air sparge Compressor Amber light for SVE System Ready (indicates interlock criteria is met) White light for Power On (indicates that control power is available) Hour meter for air-sparge compressor Engraved laminated legends for all door mounted devices Interlocks as required for operation with SVE System and SVE system Ready light Relay and timer logic as required (10) Adjustable pin timer for solenoid valve timing/operation Terminal blocks for external connections and fusing as required Color-coded wiring with wire markers at all terminations

### **Catalytic Oxidizer:**

A skid mounted vendor supplied electric catalytic oxidizer will be used as the abatement device for impacted soil vapor. The catalytic oxidizer must be capable of processing flow rates up to 300 CFM and will shut down if the process temperature falls below 630° Fahrenheit. The catalytic oxidizer will include a continuous recording device to document process temperatures per the San Joaquin Air Pollution Control District.

The Catalytic Oxidizer must contain the following equipment:

- i. Catalytic Oxidizer 300 CFM process flow
- ii. Catalytic Oxidizer Control Panel

For operation on 230 volt AC, 3 phase, 3 wire incoming electrical service. To control electrical heating element to maintain process temperature at or above 6300 F, dilution air control valve, and interlocked with the soil-vapor extraction system control panel to shut down the system in the event of a catox failure. Controls must be such that extracted vapors will not enter the oxidizer until the oxidizer is at operating temperature. To include:

Enclosure, NEMA 4, sized as required for proper operation Panel mounted fused disconnect switch with door interlock 3 pole power distribution terminal block with Plexiglas shield 1 pole neutral distribution block with Plexiglas shield On-Off switch for oxidizer operation Engraved laminated legends for all door mounted devices White light for Power On (indicates that control power is available) Automatic Process Controls Interlocks as required for operation with SVE System Relay and timer logic as required Terminal blocks for external connections and fusing as required Color-coded wiring with wire markers at all terminations Continuous recording device to record process temperature (minimum 1 week capability)

#### Holding Tank (HT):

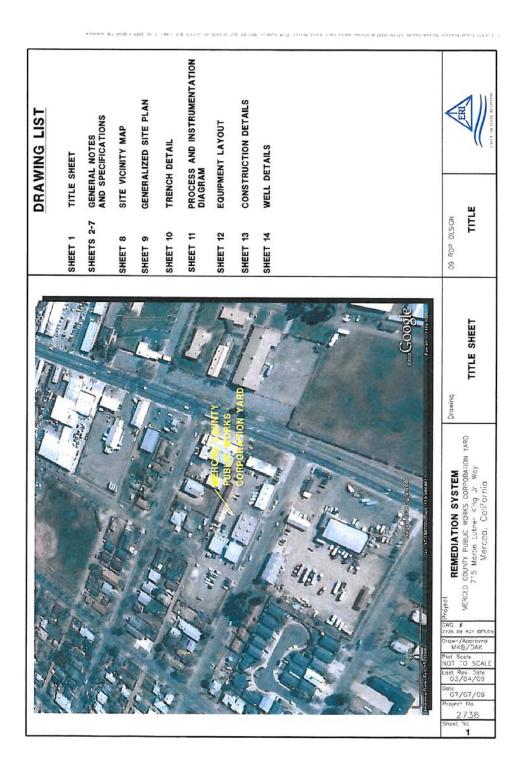
The holding tank will be supplied by the County. The Normally Closed high level float switch for the holding tank will be supplied by vendor.

#### **Equipment Deliverv:**

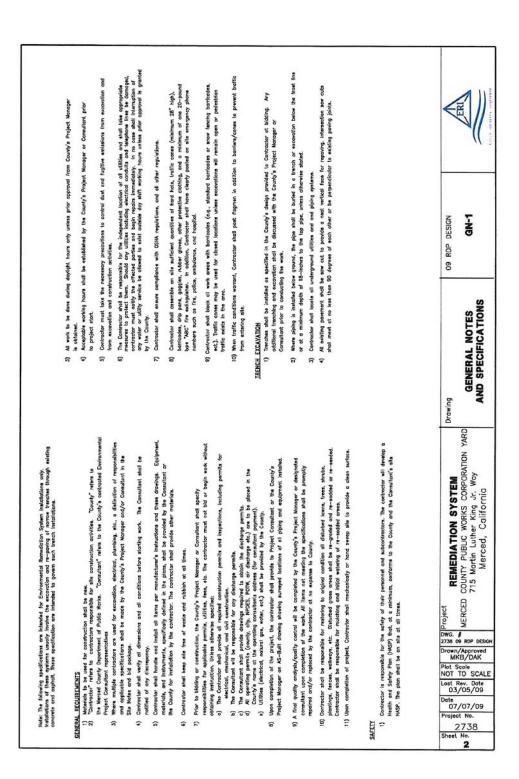
Equipment vendor will deliver equipment to: Merced County Public Works Corporation Yard 715 Martin Luther King Jr. Way Merced, California 95341-6041

### **EXHIBIT 2 – DRAWING LIST**

### SHEETS 1 THRU 14

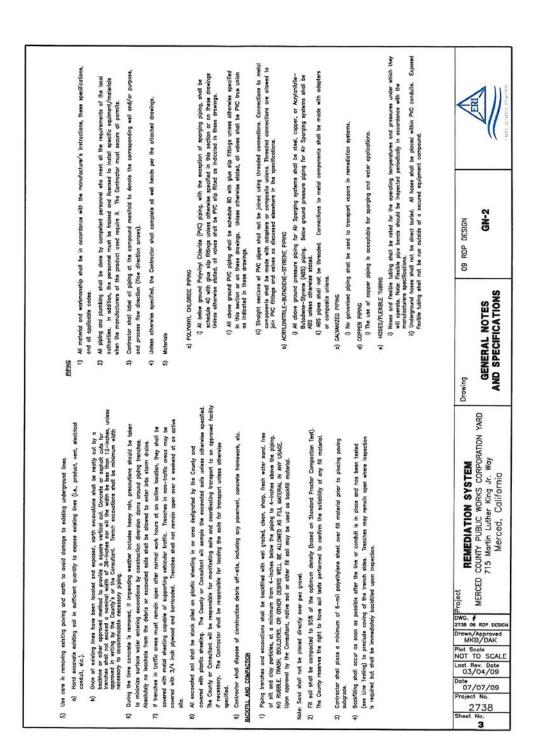


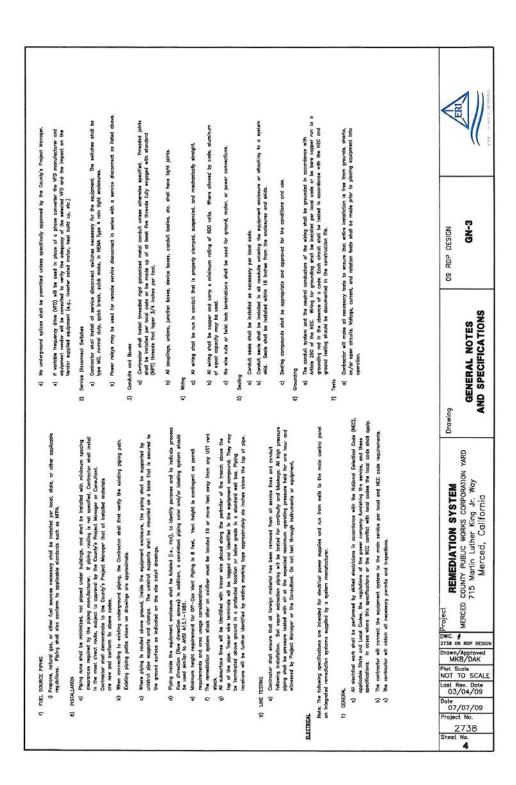
#### EXHIBIT 2 – SHEET 1 OF 14



#### EXHIBIT 2 - SHEET 2 OF 14

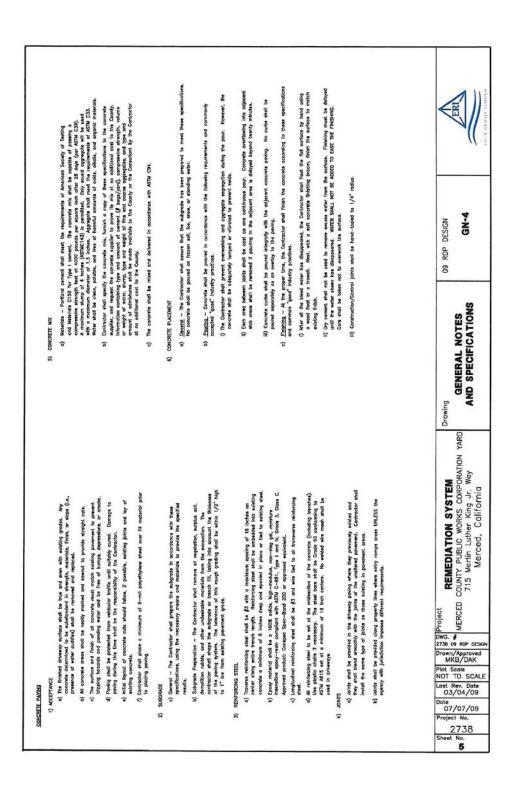
Bid No.6477 (Provide & Install An Air Sparge/Soil Vapor Extraction System)





#### EXHIBIT 2 – SHEET 4 OF 14

Bid No.6477 (Provide & Install An Air Sparge/Soil Vapor Extraction System)



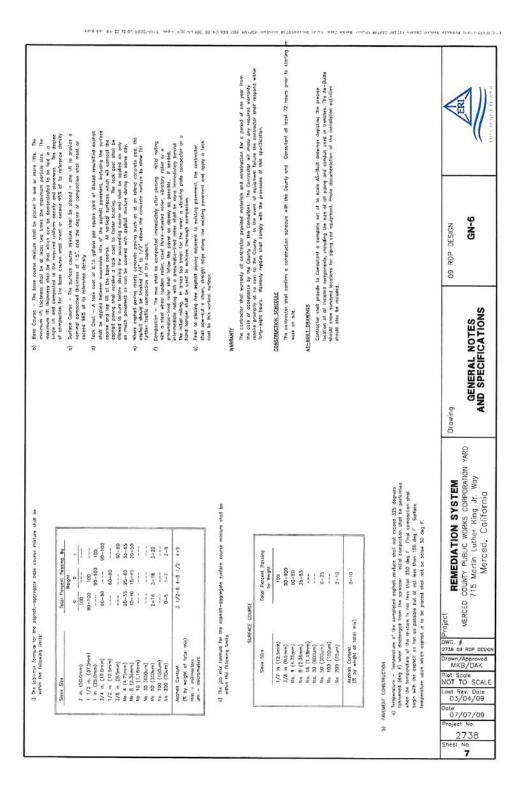
#### EXHIBIT 2 – SHEET 5 OF 14

Bid No.6477 (Provide & Install An Air Sparge/Soil Vapor Extraction System)

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Course and fine appreçote shall comply with all the quality requirements of ASTM D532 and ASTM D1073, respectively. #3 Stop shell be air-cooled, blast farmace siag and shall weigh not less than 70 pounds per cubic foot Aspholt — The fiquid support used shall comply with the opplicative requirements of ASTM 2013B1 and 1945 and shall correspond to the following grades depending on mean enrue removations conditions: i) Mineral filter shall meet the physical requirements of ASIM D242 and the grading requirements outlaned in these specifications. Aucholt - Aggregote Wixture - Dense graded appnat mixes specified by local 1 agencies may be used if a satisfactory history of performance con be verified AC-5, AC-10 AR-2000, AR-4000 120/150, 85/100 pen AC-20, AC-40 AR-4000, AR-16000 60/70, 40/50 pen AC-10, AC-20 AR-4000, AR-8000 85/100, 60/70 pen. Asphalt Grades G-NB DESIGN RDP Warm, mean annual dir temperature between 7 deg C (45 deg F) and 24 deg C (75 deg F) 4al, mean annual air temperature greater than 24 deg C (75 deg F) 60 Cold, mean annual air temperati tess than 7 dag C (45 deg F) Temperature Conditions GENERAL NOTES AND SPECIFICATIONS ASPHALT VATERIALS î -T ŵ -T Ŧ Drawing REMEDIATION SYSTEM MERCED COUNTY PUBLIC WORKS CORPORATION YARD 715 Mortin Luther Kign Jr. Woy Merced, Colifornia c) The Country's Project Monager or Project Consultant may allow an obliants concrete sub-cose. In such a cose, coshed; areas will be reported with 4 increas of concrete periodin by 3 increas of capital. b) The finding drivery surface their is the ord even with existing spots. Findhed surfaces that its answers a sufface much earlier as indices works, and the marks inter-tion of the interpret sould be the articular of the articular sould be made, and the even surface and the much ordinary of the sound of all sound in the pattern and be observed. Solves and be supplied proven that in sufface pattern and be observed. Perform of the sound has a sufface ordinary, comparison, on before a the completed provent has a sufface additional force. specification H 4.3 3) Euring - Concrete shall be protected from external influence to ollaw proper curing and to maintain desired finial. mesh or rebar General – The Contractor shall prepare the subgrade in accordance with there specification using the necessary means and materials to provide the specified results. b) Solgrede Proposition – The Cardwards what remove all wegledien, surplus skil, denablik, and their verteinable mitchick. The excitation has the cardwards the solar statement of the partice gritterim. The takement of this cardward backgrid ba Aggregate Base Course or Crush & Run cured. in in no cincumstances ) Fresh concrete potentially subject to freating temporatures shall be covered with straw, burlion, or bicintate to prevent damage. ii) Powne and be projected from vehicular traffic and similar loads until property i Ary demage that occurs during this time sholl be the responsibility of U+ Contro Damaged powing shell be replaced of no dolkionel cost to the County. concrete per Aspholi poverrent sholl be used only of exulting displott oreas. 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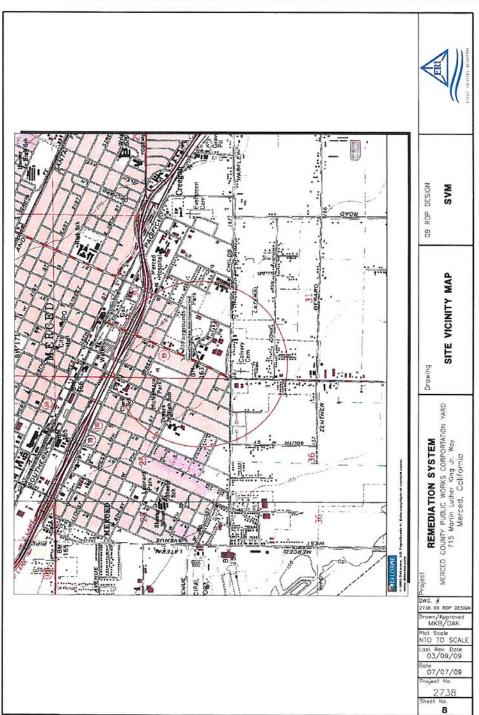
Bid No.6477 (Provide & Install An Air Sparge/Soil Vapor Extraction System)



#### EXHIBIT 2 – SHEET 7 OF 14

Bid No.6477 (Provide & Install An Air Sparge/Soil Vapor Extraction System)

#### EXHIBIT 2 - SHEET 8 OF 14



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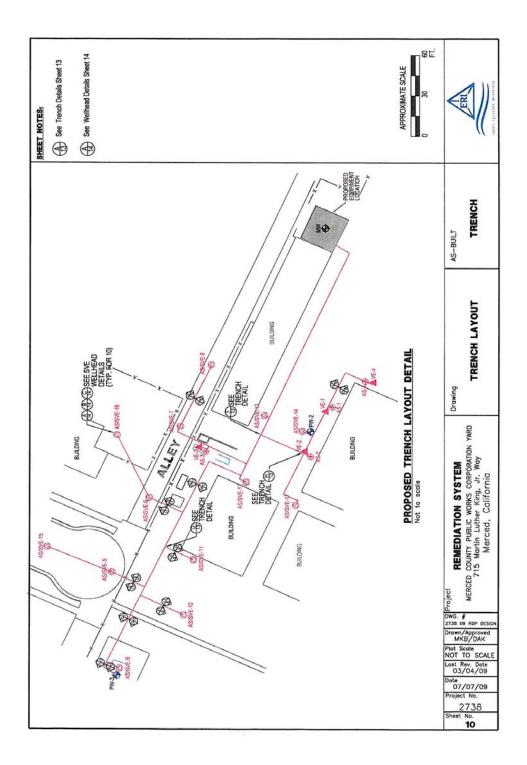
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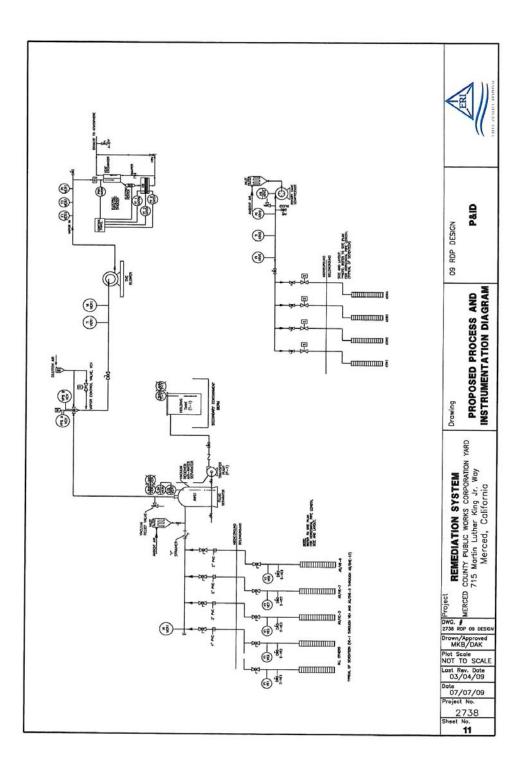
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#### EXHIBIT 2 – SHEET 10 OF 14

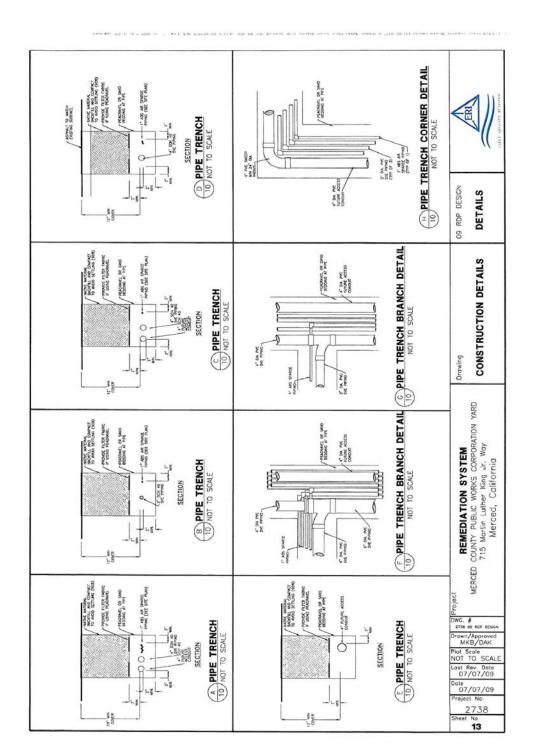
#### EXHIBIT 2 – SHEET 11 OF 14



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#### EXHIBIT 2 – SHEET 12 OF 14

Bid No.6477 (Provide & Install An Air Sparge/Soil Vapor Extraction System)



### EXHIBIT 2 – SHEET 13 OF 14

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EXHIBIT 2 – SHEET 14 OF 14

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Bid No.6477 (Provide & Install An Air Sparge/Soil Vapor Extraction System)

### ATTACHMENT A SIGNATURE SHEET

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

| Name of Individual/Company:        |                  |
|------------------------------------|------------------|
| Business Address:                  |                  |
| Telephone No.:                     | Fax No.:         |
| County Business License No         | Expiration Date: |
| Professional License No            | Expiration Date: |
| State Business License No          | Expiration Date: |
| Signature of Authorized Official:  |                  |
| Name/Title of Authorized Official: |                  |
| E-Mail:                            |                  |

#### THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

### ATTACHMENT B BID COST SHEET

I/We agree that the prices stated herein will be firm for ninety (90) calendar days from the Bid Submittal Deadline.

| Item<br>Number | Qty         | <b>Description</b><br>(Model / Manufacture #)   | Unit<br>Price | Tax<br>8.75% | Total |
|----------------|-------------|---|---------------|--------------|-------|
| 01             | 1           | PROVIDE ALL LABOR, MATERIAL,<br>EQUIPMENT AND INCIDENTALS TO<br>PURCHASE AND INSTALL AN AIR<br>SPARGE/SOIL VAPOR EXTRACTION<br>SYSTEM |               |              |       |
|                |             |   |               |              |       |
|                |             |   |               |              |       |
|                |             |   |               |              |       |
|                |             |   |               |              |       |
|                |             |   |               |              |       |
|                |             |   |               |              |       |
|                |             |   |               |              |       |
|                |             |   |               |              |       |
|                |             |   |               |              |       |
|                |             |   |               |              |       |
|                |             |   |               |              |       |
|                |             |   |               |              |       |
| GRAND TO       | GRAND TOTAL |   |               | \$           |       |
| Date:          |             |   |               |              |       |

## THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

### ATTACHMENT C REFERENCE LIST

| 1) NAME:                      |      |             |     |
|-------------------------------|------|-------------|-----|
| ADDRESS:                      |      |             |     |
| P.O. Box/Street               | City | State       | Zip |
| CONTACT PERSON/TITLE:         |      |             |     |
| TELEPHONE NUMBER:             |      | FAX NUMBER: |     |
| DOLLAR AMOUNT OF CONTRACT:    |      |             |     |
| DATE AND SERVICES PROVIDED:   |      |             |     |
| 2) NAME:                      |      |             |     |
| ADDRESS:                      |      |             |     |
| P.O. Box/Street               | City | State       | Zip |
| CONTACT PERSON/TITLE:         |      |             |     |
| TELEPHONE NUMBER:             |      | FAX NUMBER: |     |
| DOLLAR AMOUNT OF CONTRACT:    |      |             |     |
| DATE AND SERVICES PROVIDED:   |      |             |     |
| 3) NAME:                      |      |             |     |
| ADDRESS:                      |      |             |     |
| P.O. Box/Street               | City | State       | Zip |
| CONTACT PERSON/TITLE:         |      |             |     |
| TELEPHONE NUMBER:             |      | FAX NUMBER: |     |
| DOLLAR AMOUNT OF CONTRACT:    |      |             |     |
| DATE AND SERVICES PROVIDED: _ |      |             |     |

### THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH BID

### ATTACHMENT D – SUBCONTRACTOR LIST

| SUBCONTRACTOR NO: 1 - COMPANY NAME: |                          |
|-------------------------------------|--------------------------|
| ADDRESS:                            |                          |
| CONTACT PERSON:                     | TITLE:                   |
| E-MAIL:                             | TELEPHONE NUMBER:        |
| AMT. OF CONTRACT:                   | DATE AND TYPE OF SERVICE |
| SUBCONTRACTOR NO: 2 - COMPANY NAME: |                          |
| ADDRESS:                            |                          |
| CONTACT PERSON:                     | TITLE:                   |
| E-MAIL:                             | TELEPHONE NUMBER:        |
| AMT. OF CONTRACT:                   | DATE AND TYPE OF SERVICE |
| SUBCONTRACTOR NO: 3 - COMPANY NAME: |                          |
| ADDRESS:                            |                          |
| CONTACT PERSON:                     | TITLE:                   |
| E-MAIL:                             | TELEPHONE NUMBER:        |
| AMT. OF CONTRACT:                   | DATE AND TYPE OF SERVICE |
| SUBCONTRACTOR NO: 4 - COMPANY NAME: |                          |
| ADDRESS:                            |                          |
| CONTACT PERSON:                     | TITLE:                   |
| E-MAIL:                             | TELEPHONE NUMBER:        |
| AMT. OF CONTRACT:                   | DATE AND TYPE OF SERVICE |
| SUBCONTRACTOR NO: 5 - COMPANY NAME: |                          |
| ADDRESS:                            |                          |
| CONTACT PERSON:                     | TITLE:                   |
| E-MAIL:                             | TELEPHONE NUMBER:        |
| AMT. OF CONTRACT:                   | DATE AND TYPE OF SERVICE |

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