

MDC



**THE METROPOLITAN DISTRICT
HARTFORD COUNTY, CONNECTICUT**

INVITATION TO BID

**FURNISHING BIOASSAY SCREENING, ORGANICS, INORGANICS AND
MICROBIOLOGY TESTING SERVICES ON WASTEWATER, SLUDGE AND OTHER
SAMPLE MATRICES**

SOLICITATION NUMBER: 2018B-08

ISSUE DATE March 23, 2018

BIDS DUE: April 12, 2018 at 2:00 PM (local time)

Sealed proposals will be received by the Office of District Clerk at 555 Main Street, Hartford, Connecticut until the date and time specified above and will be publicly opened and read.

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Federal Tax ID

CT State Business License Number

Company Contact Person

Email Address

Phone Number

Registered with the MDC on eBid?*

Yes

No

*Registration with the MDC on eBid is mandatory.

Pre-Qualified with State of CT DAS?

Yes

No

N/A

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INTRODUCTION ABOUT THE METROPOLITAN DISTRICT

The Metropolitan District (“District” or “MDC”) is a specially-chartered municipal corporation established by special act of the Connecticut State Legislature in 1929, and includes the municipalities of Hartford, Bloomfield, East Hartford, Newington, Rocky Hill, West Hartford, Wethersfield and Windsor. The District provides water and sewer services to approximately 400,000 people.

The District is governed by a board of thirty-three (33) commissioners (the “Board”) - with twenty-nine voting members from District member towns and four non-voting commissioners, each appointed by the “non-member” towns of the MDC, namely, Glastonbury, Farmington, South Windsor and East Granby. Of the voting members, seventeen (17) are appointed by the legislative bodies of the eight (8) member municipalities, eight (8) by the Governor of the State of Connecticut, and four (4) by the leadership of the Connecticut General Assembly.

The District is managed by a Chief Executive Officer supported by a senior executive leadership team and employs approximately five hundred (500) full-time personnel. The District recently completed a major comprehensive organizational re-engineering process. Under the present structure, there are two (2) functional divisions: Operations & Engineering and Business Services.

Sanitary sewer services are funded through an ad valorem tax on member municipalities and, for high flow users, a sewer user charge. The funding of water services and related operations is principally through a direct use charge to customers.

Major capital improvements in excess of \$5 million for a single project must be approved by the electorate of the member municipalities and are financed primarily through bonding. The 2014 combined water and sewer budgets for all District operations totaled approximately \$150 million.

The water distribution system consists of upland impoundments in the Farmington River watershed, two (2) filtration plants and approximately 1600 miles of distribution mains. Flows in the system are primarily by gravity, with the exception of some limited pumping of treated water to higher elevations. Average treated water use is about 50 million gallons per day and all services are metered.

The sewage collection system consists of almost 1200 miles of sanitary sewers serving the member municipalities. Four (4) water pollution control plants treat an average of 65 million gallons per day.

In 2006, the District entered into a Consent Decree with the Environmental Protection Agency (“EPA”) and the U. S. Department of Justice to implement a Sanitary Sewer Overflow (“SSO”) Abatement Program, pursuant to which the District is required to eliminate structural SSO’s over a seven (7) year period for the communities of Rocky Hill, Wethersfield and Windsor, and over a twelve (12) year period for West Hartford and Newington (the “Consent Decree”).

Also in 2006, the District entered into a Consent Order with the State of Connecticut Department of Environmental Protection to reduce Combined Sewer Overflows (CSO) to a one (1) year level of control, within fifteen (15) years (the “Consent Order”).

The District has also identified several nitrogen removal projects designed to protect Long Island Sound and required to comply with the District’s General Permit for the discharge of nitrogen based on the adopted total maximum daily load for Long Island Sound.

The District’s coordinated multi-year response to the Consent Order, Consent Decree and nitrogen reduction requirements is “The Clean Water Project” (the “CWP”). The work under the CWP includes three (3) major elements: (1) construction of new sanitary sewers, interceptors and tunnels to reduce CSOs within the District’s collection system; (2) rehabilitation of existing sanitary sewers and construction of new interceptors to eliminate structural and non-structural SSOs from the sanitary sewers of East Hartford, Bloomfield, Wethersfield, West Hartford, Windsor, Rocky Hill and Newington; and, (3) increase

treatment flow capacity and reduce nitrogen levels from the discharges of some of the District's water pollution control facilities.

\$800,000 for the funding for Phase I of the CWP was approved by the MDC's member towns through a referendum vote on November 7, 2006. A second referendum authorizing an additional \$800,000 for Phase II of the project was approved on November 6, 2012. An Additional authorization will be required over the remainder of the life of the CWP. At this time, the total program cost is estimated at \$2.1 billion.

In addition, the District has undertaken a comprehensive program of asset management which involves a systemic replacement of water and sewer infrastructure in a proactive process. Capital improvement programs also include improvements to and modernization of MDC water treatment and water pollution control facilities.

The District operates within a range of facilities and settings. In addition to the administrative and management staffs (legal, finance, engineering, procurement, human resources, etc.) based at the District's headquarters building in downtown Hartford, CT, the District also operates from several other facilities within a 30-mile driving distance from the headquarters building. They include (not all facilities listed):

- Water treatment and distribution facilities
- Wastewater treatment facilities
- Operations Command Center – emergency services/response; customer service center, training facility
- Fleet and equipment maintenance facility
- Hydro-electric generating facilities (2)
- Fresh water reservoir facilities, including associated public recreation areas and access
- Through its reservoirs and contiguous woodland areas, the District has full control of its water sources. All fresh water the District supplies to its customers comes from the District's own reservoirs. There is no dependency on another agency or supplier within or outside the State for the District to meet its demand for fresh water.

There are occupational categories that may not be as common in other water districts or agencies. For example, the District has a small police force ("patrol") to protect property and equipment at its more remote facilities and also to protect the public using the designated recreation areas at the reservoirs. Another somewhat unique job category is "foresters" who maintain the watershed woodland areas that surround and feed into the reservoirs.

The District utilizes SAP-Oracle (an integrated ERP system) with other network and web based technology. Technological change drives improvement and has, as a result, changed the required knowledge, skills, and attributes of our workforce.

The District manages an award winning Geographic Information System ("GIS") that supports its many activities. The database contains detailed utility and land base information for each of the member municipalities as well as natural resource information for watershed land. The system is capable of producing utility and street index maps as well as special purpose maps. It is also linked to the District's business application software, allowing users to query data and locate specific utility equipment. GIS also provides mapping services to member towns.

For years, the District, as a municipality, submitted its affirmative action plan and goals to the federal government. This changed in 2009. Pursuant to Public Act 09-87, the District is considered a Connecticut state agency for the sole purpose of developing and implementing an affirmative action plan that commits the District to a program of affirmative action in all aspects of personnel and administration.

**PART I
NOTICE OF INVITATION FOR BIDS**

- 1.01 NOTICE. Notice is hereby given that The Metropolitan District (MDC) is inviting firms to submit bids in response to Solicitation Number 2018B-08. **Sealed bids will be received by the MDC no later than 2:00 PM (local time) on April 12, 2018** at the Office of the District Clerk, 555 Main Street, Hartford, CT 06142-0800. Prospective bidders **must** register on the MDC's eBid Procurement Site and download the solicitation at www.ebidexchange.com/mdc.
- 1.02 TIMELINE. The scheduled timeline is as follows:
- 1.02.1 Date of Issuance: March 23, 2018
- 1.02.2 Deadline for Questions: April 3, 2018 at 4:00 PM (local time)
- 1.02.3 Deadline for Bid Submittal: April 12, 2018 at 2:00 PM (local time)
- 1.02.4 Submit Sealed Bid to: **BID PROPOSAL: FURNISHING BIOASSAY SCREENING, ORGANICS, INORGANICS AND MICROBIOLOGY TESTING SERVICES ON WASTEWATER, SLUDGE AND OTHER SAMPLE MATRICES**
SOLICITATION NUMBER: 2018B-08
Office of the District Clerk
The Metropolitan District
555 Main Street
Hartford, CT 06142-0800
- 1.02.5 Method of Submittal: USPS Mail, Overnight Delivery or In Person
EMAIL and FAX proposals are not acceptable.
- 1.02.6 Procurement Contact: Cliff Akerley
Contract Specialist
cakerley@themdc.com
(860) 278-7850, Ext. 3334
- 1.03 QUESTIONS. All questions must be submitted **in writing** by email to the Procurement Contact **by 4:00 PM (local time) on April 3, 2018**. Responses to all questions will be in the form of addenda which will be published on the MDC eBid Procurement Site at www.ebidexchange.com/mdc. It is each bidder's responsibility to check the MDC eBid Site for addenda. The MDC is not bound by any information, explanation, clarification or interpretation, whether oral or written, by person(s) made that is not incorporated by addenda.
- 1.04 BID OPENING. Bidders are invited to be present at the opening of bids. **Sealed bids received by the MDC will be opened at 2:00 PM (local time) on April 12, 2018** at the MDC Headquarters, located at 555 Main Street, Hartford, CT. The purpose of the bid opening is to reveal names of all bidders and to ascertain the apparent low bidder, not to serve as a forum for awarding the contract and/or to discuss the basis for awarding the contract. Bids will be evaluated and taken under advisement promptly after the bid opening. Information on bid results will not be provided over the telephone or by email.

**PART II
INFORMATION FOR BIDDERS**

- 2.01 DESCRIPTION OF WORK. The work to be performed is described in Part III of this Solicitation (Specifications). In case of discrepancy, any special conditions included in the Specifications shall take precedence over provisions in the Information for Bidders.
- 2.02 FORM OF BID. The bidder is required to examine this Solicitation carefully and understand its contents. Each bid must be prepared in the manner and form specified. Applicable blank spaces (names, addresses, prices, and other required data) must be completed and phraseology of the Solicitation must not be changed. This Solicitation must be returned in its entirety and all pages must be in the proper sequence. Additions may not be made to the items listed; unauthorized conditions, limitations, or provisions attached to the bid may render the bid nonresponsive and result in its rejection.
- 2.03 PRICE. Bidders must quote firm fixed prices. Quotations are requested F.O.B destination. If quoted F.O.B. shipping point, include freight estimate and full value insurance cost. Bidders must state, in writing and in figures, the proposed price for each separate item. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted shall govern. In the event of a conflict between the price in numbers and the price in words, the price in words will control.
- 2.03.1 If any price is omitted, the MDC reserves the right to fill in the highest price proposed by any bidder for that item, or the bid may be rejected altogether as non-responsive. In case of discrepancy between the prices in written words and in figures, the written words shall govern. Along with pricing information, bidders must also provide complete and accurate specifications and descriptive literature of the items that are being proposed in the bid.
- 2.03.2 Bidders are cautioned not to submit bids that are unbalanced. If, in the opinion of the MDC, any bid submitted appears unbalanced, this action may be sufficient cause for the rejection of the entire bid, or it may result in loss to the successful bidder if certain materials are increased or decreased as provided in any contract awarded.
- 2.04 QUANTITIES. Quantities are given as an estimate and as a basis for the comparison of bids. The MDC reserves the right to increase or decrease the amount of any item or portion of the work. An increase or decrease in the quantity for any item shall not be regarded as sufficient grounds for an increase for decrease in the unit prices. NOTE: The District reserves the right to utilize other vendors during the enforcement and the frame of this Contract. This option may be utilized at the District discretion in order to expedite result turnaround; explore alternate methodologies for sample preparation, testing and detection limits. This option does not void or cancel this Contract within its stipulated time frame.
- 2.05 QUALITY. Unless otherwise expressly stated by the bidder, the bid will be considered as being in strict accordance with the Specifications in the Solicitation. References to a particular trade, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the MDC's requirements. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications unless a departure or substitution is clearly noted and described in the bid.
- 2.06 BID GUARANTEE. Each bid must be accompanied by a bid guarantee sealed in the envelope with the bid. The bid guarantee must be in the form of either a Certified Check made payable to "The Metropolitan District" for no less than ten percent (10%) of the amount of the bid total for the base period of three (3) years, or a bond in like amount on the form enclosed in this Invitation to Bid at Appendix E.

In accordance with by-laws of the MDC, all such certified checks, except those of the lowest and next lowest bidder, may be returned to the respective bidders as soon as the Contract has been

awarded. All checks not returned shall be retained until the successful bidder has been qualified, filed the necessary surety bonds, and executed a Contract in for the work to be performed and/or the materials to be furnished.

The bid bond shall be executed by a financially strong surety company acceptable to the MDC, authorized to transact business within the State of Connecticut and shall be written by an agent or broker having an office for the transaction of business within the State of Connecticut.

- 2.07 **CHANGES AND ADDENDA.** Responses to questions and/or any changes issued in relation to this Solicitation will in the form of addenda and published on the MDC eBid Procurement Site at www.ebidexchange.com/mdc no less than five (5) business days prior to the scheduled bid opening date. It is each bidder's responsibility to check for Addenda on the MDC eBid Site. Addenda will become a part of the Contract documents. Oral statements made by any MDC officer or employee shall not be binding.
- 2.07.1 Failures to receive, examine, and understand the Solicitation package and all addenda shall in no way relieve bidders of obligations and requirements. The submission of a bid shall be taken as prima facie evidence of compliance with bidder's duty to carefully review and understand the Solicitation package and all addenda.
- 2.08 **SUBMISSION OF BID.** Bids must be in a sealed envelope and addressed, as specified in Part 1, Section 1.02. Upon submittal, all bids become the property of the MDC and are subject to public record laws. The MDC is not responsible for any delays caused by the USPS, overnight delivery services, or any other means employed by bidders. The MDC is not liable for, and will not open, any bids not received in time for the scheduled bid opening.
- 2.09 **RESERVED**
- 2.10 **NOTICES TO BIDDER.** Each bidder must indicate the address to where all notices, letters or other communications may be sent. This address may be changed only by proper delivery to the MDC of written notice of such change, signed by the bidder. The mailing or delivery by messenger of any notice, letter or communication to such address at any time including the full period of work under the Contract shall be deemed sufficient for any notice or service on the part of the MDC in connection with the Contract or any part thereof.
- 2.11 **BID WITHDRAWAL.** Bids may be withdrawn before the scheduled deadline for receipt of bids provided that the bidder submits a written request requesting the withdrawal to the Office of the District Clerk at the address specified in Part I, Section 1.02. No bid may be modified or withdrawn for a period of up to ninety (90) days, excluding weekends and legal holidays, after the scheduled deadline.
- 2.12 **BID ACCEPTANCE AND REJECTION.** The MDC reserves the right to confer with any bidder or all bidders, to waive any informalities, irregularities or omissions in bids received and/or afford any bidder an opportunity to remedy an informality or irregularity if in the sole opinion of the MDC it is in its best interest, so long as it does not provide a competitive advantage to a bidder. The MDC reserves the right to reject any one or more bids, with or without notice. The MDC's right to reject a bid shall not be limited to the specific reasons mentioned herein. A bid may be rejected, as follows:
- (a) If it is incomplete, conditional or obscure, or if it contains additions not called for, erasures, alterations, obvious errors or irregularities of any kind, or if it does not strictly conform to the requirements stated in this Solicitation;
 - (b) If the individual unit prices in the bid are considered by the MDC to be unbalanced in a manner likely to be detrimental to the MDC;

- (c) If the MDC is of the opinion that the bid was prepared without adequate care, or under a misunderstanding of the requirements of the MDC, or if the bid is for materials other than those specified herein;
- (d) For failure to furnish information and/or respond promptly (within 10 calendar days) as required by the MDC;
- (e) If a bidder's history of compliance with Occupational Safety and Health Act (OSHA) requirements shows significant willful violations or a significant number of other OSHA violations which were not resolved in favor of the bidder in the past three (3) years, and/or if the bidder's

2.13 DUTY TO FURNISH INFORMATION. In order for the MDC to have sufficient and accurate information to guide it in making a contract award, bidders whose bids are being considered must comply within ten (10) calendar days upon the MDC's notice of such a request. Requests may include, but are not limited to, the following:

- (a) List of materials of similar character and magnitude which has been furnished by the bidder, or by the principals to the bid, together with information as to each such job, its character, magnitude, date, and the party to whom it was furnished.
- (b) Samples which, when requested by the MDC, must be furnished free of expense to the MDC and if not destroyed, will upon request be returned at the bidder's expense.
- (c) Sworn copy of the latest statement of the financial condition of the bidder together with sworn statement(s) as to any and all changes which may have occurred to alter the financial condition since the date of the statement, with supporting evidence.
- (d) Evidence bidder has ample capital, credit and other resources to finance the work without being dependent on release of portions of retained percentage before completion of work, and without having estimates for payment made more often than once each month or at such times that will conform to MDC payment practices.

2.14 ACCURATE INFORMATION & AUDIT RIGHTS. Bidders certify that all information provided in bids submitted to the MDC is true and correct and can be relied upon by the MDC in awarding, modifying, making payments, or taking any other action with respect to a written agreement entered into. Bidders certify that its accounting system conforms to generally accepted accounting principles and is sufficient to comply with the budgetary and financial obligations to produce reliable financial information.

- 2.14.1 Any false or misleading information is grounds for the MDC to reject a bid, terminate an award or any written agreement entered into. Termination shall relieve the MDC of any direct or consequential damages or costs incurred by bidder(s).
- 2.14.2 The MDC reserves the right to examine a successful bidder's records to determine and verify compliance. The successful bidder shall grant the MDC access to business records at all reasonable times during the duration of any written agreement entered into, plus three (3) years thereafter.
- 2.14.3 If Federal, State or MDC funds support the written agreement entered into, the appropriate Federal, State or MDC authorities may also examine these records, and retention of such records shall be in accordance with applicable laws and regulations.

2.15 BASIS OF AWARD. The Contract, if awarded, will be awarded to the lowest qualified, competent and responsible bidder as determined by the MDC, subject to any choice by the MDC of alternate plans or schemes that may have been provided for in this Solicitation. The MDC shall be the sole

authority in determining the lowest qualified, competent and responsible bidder, taking into consideration bidder's experience, references, fitness, capacity, and adaptability with respect to the requirements of the scope of work and services. Bid completeness, clarity, accuracy, and compliance with the MDC requirements shall also be determining factors for award.

- 2.15.1 Notice of the award will be mailed to the successful bidder at the address given in the bid. After such notice has been sent, additional notices regarding the Contract and the commencement or conduct of work may be sent to the Contractor, which shall have full effect, even if the formal document evidencing the Contract has not then been signed by the Contractor or the proper officer of the MDC.
- 2.15.2 Bidders must be familiar with any and all applicable Federal, State and Local laws, ordinances and regulations that may affect the work/material(s) in any manner. No plea of misunderstanding or ignorance of such laws will be considered as an excuse for failure to comply with requirements or basis for a waiver of requirements, and/or as rationale for additional compensation.
- 2.16 EXECUTION OF AGREEMENT. The successful bidder shall execute the Agreement within seven (7) days, not including Sundays or holidays, from the date of written notice from the MDC to the bidder. The successful bidder may be required to meet, at a time and place designated by the MDC, to execute the Agreement, in duplicate, with official seals of the Contractor, if a corporation. In case of the bidder's failure or neglect to sign the Agreement, the MDC may determine that the bidder has abandoned the contract award; thereupon, the MDC's acceptance of the bid and the contract award shall be null and void.
- 2.17 TIME & DELIVERY. The successful bidder shall perform the services within the time stipulated in this Solicitation, and if not so stipulated, then as stated in the successful bid. The MDC shall have the right to require that all materials be delivered at the same time or may accept delivery in part from time to time within a specified period. Material shall be delivered to the MDC's place(s) of business or to such other locations designated by the MDC.
- 2.18 TAXES. Federal, State and/or Local Taxes are not to be included in prices quotes. The successful bidder will be furnished with an exemption certification if needed.
- 2.19 INDEMNIFICATION. Contractor shall at all times protect, indemnify, defend and hold harmless the MDC, any municipality included therein, the State of Connecticut, and their respective officers, agents, servants and employees on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injury (including death) sustained by or alleged to have been sustained by the servants, employees, or agents of the MDC, or of any municipality included therein, or the State of Connecticut, or of the Consultant, or anyone directly or indirectly employed by them, from injuries (including death) sustained by or alleged to have been sustained by the public, or by any other person or property, real or personal (including property of the MDC) to the extent caused by the negligent, willful or wanton acts or omissions of the Consultant, or anyone directly or indirectly employed by them or any of them.
- 2.20 COMPLIANCE WITH LAW. Contractor agrees to comply with all applicable federal, state and local laws, ordinances, regulations, rules and orders respecting all goods and services provided under this purchase and shall give required notices, shall procure necessary governmental licenses and inspections and shall pay without burden to the MDC all fees and charges in connection therewith. In the event of violation, Contractor shall pay all fines and penalties, including attorney's fees, appellate fees and other defense costs and expenses in connection therewith.
- 2.21 INSURANCE. Contractor shall maintain at contractor's own expense during the term of the Agreement the insurance requirements herein to cover any claims incurred or arising during the term of or as a result of the Contractor's performance under the Agreement. An insurance carrier

authorized to do business in the State of Connecticut and having agent(s) upon whom service of process may be made within the State Of Connecticut must issue the insurance which shall contain, at a minimum, the following provisions, coverages and policy limits of liability:

- (a) Commercial General Liability including blanket contractual and products/completed operations coverages. The limits of liability provided shall be no less than \$1,000,000 each occurrence, \$2,000,000 aggregate. X, C and U coverages must be provided if applicable. Per project aggregate must apply.
- (b) Workers Compensation as required by Connecticut law and Employer's Liability with a limit of not less than \$100,000 per occurrence, \$500,000 disease policy limit and \$100,000 disease each employee.
- (c) Professional Liability with a per project minimum limit of liability of no less than \$1,000,000 extending to all phases of Contractor's performance under the contract, including transportation. Pollution Liability Insurance must include blanket contractual coverage and the limits of liability shall be for this specific project (copy of policy must be provided).

2.21.1 The MDC, State of Connecticut, and the MDC member towns and their respective officers, agents, servants and employees are to be named as additional insured.

2.21.2 Upon written request, Contractor shall furnish a Certificate of Insurance to the MDC for each of the above required policies prior to the execution of the Agreement by the MDC. Failure to do so within the time specified in the written request shall entitle the MDC to reject the bid for failure to meet the insurance requirements. The MDC requires that the Certificate of Insurance include the retroactive date of the policy. The retroactive date must be either before or coincident with the Agreement's inception. Should the MDC negotiate services with additional towns, these towns must be added to the insurance policy as additionally insured. The Certificate of Insurance must contain information regarding the policies in force, policy numbers, limits, policy periods, and the following provision: "Thirty (30) days prior written notice of any material policy periods, change, non-renewal, or cancellation shall be given to the MDC, by certified mail, except in the event of non-payment or premium(s), in which case, notice shall be ten (10) days. If any insurance policy is cancelled for non-payment of premium(s), the MDC shall have the right to pay such premiums and deduct the amount thereof from the amounts due to Contractor under the Agreement."

2.21.3 The reporting of possible claims to the MDC is necessary. The MDC requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy. The MDC requires that the Contractor pay any extended reporting period premium. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the "tail" coverage option at no expense to the MDC.

2.21.4 The MDC may require proof of financial responsibility and/or other securities if any insurance policy indicates self-insured retention below the minimum level of insurance required by the Agreement.

2.21.5 The acceptance by the MDC of Certificates of Insurance indicating the limits of coverage under any policy or policies shall not limit the liability of Contractor. The required insurance limits indicated above are not limits of liability.

2.22 WARRANTY. In addition to any express warranties which Contractor makes, Contractor warrants that materials and work shall be: 1) of merchantable quality and 2) fit for the particular purpose for

which they will be used if that purpose is reasonably known to Contractor. Contractor further warrants that the goods and services shall be free from defects in title, workmanship, and material for a period of one year from the date of acceptance.

2.23 ADVERTISING. Contractor shall not engage in any advertising or other publicity that mentions that relationship between the parties or the goods and services provided under the Contract, without the MDC's prior express written consent.

2.24 PAYMENT. The MDC will either pay each invoice or provide written notice of objection(s) to the invoice within 30 days of receipt thereof or the acceptance of goods and/or completion of all services, whichever is later. The Vendor shall submit detailed invoices to:

Robert C. Rostkowski, WPC Laboratory Administrator
P.O. Box 800
Hartford, Connecticut, 06142-0800

for approval and processing for payment. Each invoice must show the MDC Contract Number and MDC Purchase Order, a brief description of the work, the unit price, and the total amount due.

2.25 WAIVER. The MDC's acceptance of different or nonconforming goods and/or services shall not be construed as a waiver of any of the MDC's rights and/or remedies under applicable law.

2.26 TERMINATION. The MDC has the right to terminate the Contract, in whole or in part, upon written notice. Upon receipt of a termination notice in accordance with the provisions below, the Contractor shall promptly discontinue all services affected, unless the notice directs otherwise. Upon such termination, the MDC, or its representative, may incorporate in the work performed under the contract all materials and equipment stored at the site or for which the MDC has paid the Contractor, but which are stored elsewhere and complete the work, as the MDC may deem expedient. Upon termination, the MDC may take over the work and may award another party a Contract to complete the work and/or furnish the materials under the Contract. To the extent that the Contractor has provided a performance bond under the provisions of the Contract, the termination procedures of the performance bond, if applicable, shall supersede these provisions.

2.26.1 **Termination for Default.** The MDC has the right to terminate upon two (2) days written notice if Contractor fails to fulfill any obligations. The MDC shall not be liable to the Contractor for any sums regardless of whether the Contractor has incurred costs and expenses in attempting to fulfill the Contract. An equitable adjustment in the price provided for in the Contract may be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the MDC because of the Contractor's default. Further, in case of Contractor's default, the MDC may procure products/services from other sources and hold the Contractor responsible for any costs associated with Contractor's default, above the awarded Contract value. Termination will not affect any rights or remedies of the MDC against the Contractor, then existing at the termination or which may thereafter accrue. Any retention or payment of monies due the Contractor by the MDC will not release the Contractor from liability.

2.26.2 **Termination for Convenience.** The MDC may be terminate for convenience, provided that the Contractor is given not less than fifteen (15) days written notice of the MDC's intent to terminate and an opportunity for consultation with the MDC prior to termination.

2.27 PRIORITY OF DOCUMENTS. This Solicitation and all written portions thereof constitute the entire agreement between the MDC and the Contractor relating to the sales of the specified

materials. In the event of any inconsistency, the terms and conditions of the executed Contract shall prevail. No waiver, discharge or modification of the Contract or any of its terms shall bind the MDC unless in writing and signed by the authorized representative of the MDC.

2.28 **GOVERNING LAW.** This Solicitation and any contract and purchase orders awarded shall be governed by and construed in accordance with the laws of the State of Connecticut.

2.29 **RELATIONSHIP OF PARTIES.** Nothing herein shall be construed in any manner so as to create an employer-employee, principal-agent, joint venture or partnership relationship between the MDC and the Contractor.

2.30 **NONDISCRIMINATION AND AFFIRMATIVE ACTION**

2.30.1 The successful Bidder agrees to the following provisions: (1) Bidder agrees and warrants that in the performance of this Agreement Bidder will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including but not limited to blindness, unless it is shown by Bidder that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut (the "State"); and Bidder further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including but not limited to blindness, unless it is shown by Bidder that such disability prevents performance of the work involved; (2) Bidder agrees, in all solicitations or advertisements for employees placed by or on behalf of Bidder, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the "Commission"); (3) Bidder agrees to provide each labor union or representative of workers with which Bidder has a collective bargaining agreement or other contract or understanding and each vendor with which Bidder has a contract or understanding, a notice to be provided by the Commission advising the labor union, workers' representative and vendor of Bidder's commitments under C.G.S. §§4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Bidder agrees to comply with each provision of C.G.S. §§4a-60, and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§46a-56; and (5) the Bidder agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Bidder as relate to the provisions of C.G.S. §§4a-60 and 46a-56.

2.30.2 The successful Bidder agrees to the following provisions: (1) Bidder agrees and warrants that in the performance of this Agreement Bidder will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) Bidder agrees to provide each labor union or representative of workers with which Bidder has a collective bargaining agreement or other contract or understanding and each vendor with which Bidder has a contract or understanding, a notice to be provided by the Commission advising the labor union, workers' representative and vendor of Bidder's commitments under C.G.S. §4a-60a, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) Bidder agrees to comply with each provision of C.G.S. §4a-60a, and with each regulation or relevant order issued by said Commission pursuant to C.G.S.

§46a-56; and (4) the Bidder agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Bidder which relate to the provisions of C.G.S. §4a-60a and 46a-56.

2.30.3 The successful Bidder agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials to perform work or services hereunder; and Bidder shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

2.30.4 If successful Bidder has one or more contracts with the State or a political subdivision thereof (including the District) that is valued at less than fifty thousand dollars for each year of the contract, Bidder shall provide the District with a written or electronic representation that complies with nondiscrimination agreements and warranties in Sections 2.30.1(1) and 2.30.2(1) above, provided if there is any change in such representation, Bidder shall provide the updated representation to the District not later than thirty days after such change.

If the successful Bidder has one or more contracts with the State or a political subdivision thereof (including the District) that is valued at fifty thousand dollars or more for any year of the contract, Bidder shall provide the District with any of the following:

- (A) documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of Bidder that complies with the nondiscrimination agreements and warranties in Sections 2.30.1(1) and 2.30.2(1);
- (B) documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of Bidder if (i) the prior resolution is certified by a duly authorized corporate officer of Bidder to be in effect on the date the documentation is submitted, and (ii) the head of the agency of the State or such political subdivision, or a designee, certifies that the prior resolution complies with the nondiscrimination agreements and warranties in Sections 2.30.1(1) and 2.30.2(1); or
- (C) documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt Bidder's company or corporate policy that certifies that the company or corporate policy of Bidder complies with the nondiscrimination agreements and warranties in Sections 2.30.1(1) and 2.30.2(1) and is in effect on the date that the affidavit is signed.

2.30.5 The District shall not award a contract to an Bidder who has not provided the representation or documentation required under Section 2.30.4, and the successful Bidder warrants that it has provided all such representations and documentation to the District as required under Section 2.30.4 hereof. Bidder shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. In the event of such a change, Bidder shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the State or a political subdivision thereof, whichever is earlier. Bidder shall also certify, in accordance with Section 2.30.4(B) or (C) and not later than fourteen days after the twelve-month anniversary of the most recently filed representation or documentation, that such representation or documentation on file with the State or the political subdivision thereof is current and accurate.

2.30.6 The successful Bidder shall include the provisions of Sections 2.30.1, 2.30.2 and 2.30.3 in every subcontract or purchase order entered into in order to fulfill any obligation of Bidder under this Agreement and such provisions shall be binding on a subcontractor,

vendor or manufacturer unless exempted by regulations or orders of the Commission. The Bidder shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56; provided, if Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the Commission, the Bidder may request the State to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- 2.30.7 For purposes of this Article 2.30, the terms "Agreement" shall include any extension or modification of the Agreement, and "Bidder" includes any successors or assigns of the successful Bidder; and the terms "minority business enterprise" and "good faith efforts" shall have the meanings assigned to such terms in C.G.S. §4a-60(e).
- 2.31 MBE/WBE PARTICIPATION. The MDC District strongly encourages Contractors to utilize qualified and certified MBE and WBE subcontractors on MDC projects. The MDC promotes the direct acquisitions of goods from qualified and certified M/WBEs when such suppliers are available and the price of goods is reasonable. For professional services contracts, the MDC seeks the utilization of qualified and certified M/WBEs when such M/WBE firms are available.
- 2.32 CONTRACT TERM. The term of this Contract is three (3) years from the effective date with two (2) options to renew for a one (1) year period each at the District's sole discretion and subject to the District's annual budget, alterations to operations, and Contractor performance appraisal.
- 2.33 SPECIAL CONDITIONS. The District reserves the right to utilize other vendors during the enforcement and the frame of this Contract. This option may be utilized at the District discretion in order to expedite result turnaround; explore alternate methodologies for sample preparation, testing and detection limits. This option does not void or cancel this Contract within its stipulated time frame.

PART III SPECIFICATIONS

3.01 SUMMARY OF WORK. It is the intent of The Metropolitan District (The MDC) to contract a qualified bioassay screening, organic, inorganics and microbiology laboratory to perform tests and render reports within specified parameters on wastewater, sludge and other sample matrices in support of The MDC's Water Pollution Control Facilities (WPCFs) as well as other MDC Departments as needed. This service involves providing new sample containers; sample transport; analysis; report creation; mailing/e-mailing/faxing of reports and invoices to the District; possible retesting; creating new reports from retesting; and mailing of retest reports to the District as specified.

The contracted laboratory shall provide all required sample containers (as above) and instruction on sampling and shipping procedures. Containers must be new or, after approval by the District, properly treated according to Standard Methods. The selected firm shall pay for all shipping costs. This cost for new sample bottles shall be included in the cost proposal. Exclusions for clean, used containers will only be made after award of the contract if so desired by the District.

The contracted laboratory must pick up samples on a schedule set by the District. Contractor will convey samples back to their lab or sub-contractor on ice during transport and held at 6°C or less until testing is initiated.

3.02 SCOPE OF WORK. The MDC will contract with the successful bidder for the following laboratory analysis.

A full list of each item's specific analytes and total number of samples can be found in Section 3.11.

- ITEM 1 – Quarterly Acute Whole Effluent Toxicity and Associated Chemistry
- ITEM 2 – Annual Chronic Toxicity and Associated Chemistry
- ITEM 3 – Sludge Metals Analysis (Standard List)
- ITEM 4 – Sludge Metals Analysis (Modified List)
- ITEM 5 – Nitrogen Analysis
- ITEM 6 – Phosphorous Analysis
- ITEM 7 – Total Suspended Solids
- ITEM 8 – Total Solids
- ITEM 9 – CBOD5
- ITEM 10 – Fecal Coliform
- ITEM 11 – Enterococci
- ITEM 12 – E. coli
- ITEM 13 – Stormwater
- ITEM 14 – Special Waste
- ITEM 15 – Priority Pollutant Scan
- ITEM 16 – TCLP

3.03 LABORATORY QUALIFICATION. The laboratory and its subcontractors shall have been in existence for at least five (5) years and hold current Connecticut Department of Health Certification for the analyses as required.

The laboratory must provide documentation of experience in testing the number of water; wastewater; water and wastewater treatment sludges; and wastewater treatment special waste samples in this contract in the form of three (3) references to be included in the bid response (Ref. Appendix B).

The laboratory must provide documentation of the State or National Certifications that it holds in the bid response.

The laboratory must be capable of electronic transfer of test reports and invoices in a manner agreeable to The District.

3.04 TEST METHODS AND PROCEDURES.

3.04.01 Chemical Analytical Methods

All water and wastewater analysis shall be performed using the methods approved pursuant to 40 CFR 136 unless an alternative method has been approved in writing pursuant to 40 CFR 136.4 or as provided in Section 22a-430-3-(j)(7) of the Regulations of Connecticut State Agencies, unless otherwise specified.

All sludge, soil or wastewater treatment special waste analysis shall be performed using the methods approved in Test Methods for Evaluating Solid Wastes: Physical/Chemical Methods, SW-846, herein referred to as "EPA SW-846", unless an alternative method has been approved in writing pursuant to EPA SW-846. Additionally, the specific requirements of this contract (e.g. Section 3.04.04 General Procedure for the Preparation of Cake and Liquid Sludge) must be adhered to when conducting sample preparation and analysis.

3.04.02 Verbal Reporting of Results

Immediate verbal reporting is required whenever analysis of secondary effluent results in values exceeding thresholds for certain parameters as listed below. Verbal reports must be made via phone and the report must be relayed to a laboratory staff member. Verbal reports cannot be left on voicemails or sent via e-mail.

Total Suspended Solids & CBOD5	30 mg / L
Fecal Coliform	100 colonies or MPN / 100 ml
Enterococci	25 colonies or MPN / 100 ml
E. coli	50 colonies or MPN / 100 ml
Acute WET	<90 % survival

3.04.03 Holding of Samples

All samples must be held in accordance with 40 CFR 136 and EPA SW-846 until the sample holding time expires for the respective analysis requested. The successful bidder is responsible for the disposal of all samples.

3.04.04 General Procedure For The Preparation of Cake and Liquid Sludge

NOTE: Preparation procedures for cake and liquid sludge must be followed exactly to provide a homogeneous particle size and analyte distribution for analysis.

3.04.04.01 Cake Sludge

Cake sludge samples provided to the successful bidder should be considered non-homogeneous. The cake sludge sample must be removed from its container and blended well to provide a homogeneous sample. Use the blended sample for all subsequent analysis.

3.04.04.02 Liquid Sludge

Liquid sludge samples provided to the successful bidder should be considered non-homogeneous. The liquid sludge sample must be removed from its container and blended well to provide a homogeneous sample. Use the blended sample for all subsequent analysis.

3.04.04.03 Required Practice for Metals Analysis (Cake and Liquid Sludge)

A separate sample shall be dried at 110 degrees Celsius to constant weight prior to metals determination in order to estimate suitable aliquot size for digestion and to report metals on a dry weight basis. Do not use this dried sample for metals tests. Samples for the analysis of metals require digestion via EPA methodology or equivalent. It is necessary to digest 1 gram dry weight of sludge to provide consistent Reporting Limits across a wide range of total solids. All metals shall be reported on a dry weight basis.

3.05 FINAL REPORTS.

3.05.01 For Quarterly Acute Whole Effluent Toxicity (WET) Analysis and Yearly Chronic Toxicity Analysis

3.05.01.01 The required DEEP Acute WET ATMR reports parts 1 through 3 inclusive shall be filled in by the Contract Lab, submitted to the District for signature and be complete for submission to the DEEP within two weeks of original sample receipt; this includes circumstances where contract Lab must retest due to procedural problems.

3.05.01.02 Chronic toxicity analysis results must be reported in a standardized format acceptable to the DEEP, submitted to the District for signature) and be complete for submission to the DEEP within two months of original sample receipt; this includes circumstances where contract Lab must retest due to procedural problems.

3.05.02 For Stormwater Analysis

The required DEEP Stormwater Monitoring Report Form shall be filled in by the Contract Lab, submitted to the District for signature and be complete for submission to the DEEP within one month of original sample receipt; this includes circumstances where contract Lab must retest due to procedural problems.

3.05.03 For All Other Analysis

Results must be submitted to the District within 2 weeks of sample receipt. A copy of the invoice must follow the report.

3.06 RETEST PROVISIONS For each of the following, the Contract lab shall provide verbal notification within the specified time period if a test is outside specified parameters, and begin a process of retesting as provided within the specified time period, to the MDC Hartford WPCF Laboratory.

3.06.01 For Acute WET analysis (ITEM 1), conduct retest for failure per CT State Regulation 22a-430-3.

3.06.01.01 Retest at no charge if test controls indicate procedural problems and retest within 30 days of original sample receipt. Retest at no charge for associated chemistry parameters.

3.06.01.02 Retest new sample and report according to DEEP requirements for test failure due to effluent toxicity within 30 days of reporting failure in original sample. Immediate verbal notification is required for a failure due to effluent toxicity.

3.06.02 For Chronic Toxicity analysis (ITEM 2), conduct retest at no charge if test controls indicate procedural problems. Retest at no charge shall include associated chemistry.

3.06.03 For metals analysis for Total and Dissolved metal fractions, conduct a re-test if the concentration of a dissolved metal is reported to be greater than the total portion of said metal (e.g. Dissolved Copper 0.025 mg/l and Total Copper 0.020 mg/l).

3.06.04 For phosphorous analysis associated with Phosphorous Analysis (ITEM 6), conduct a re-test if the concentration of ortho-phosphorous is reported to be greater than the Total Phosphorous on that same sample (e.g. Ortho-Phosphorous 3.25 mg/l and Total Phosphorous 3.15 mg/l).

3.06.05 For Total Kjeldahl Nitrogen (TKN) and ammonia analysis associated with Nitrogen Analysis (ITEM 5), conduct a re-test if the concentration of ammonia is reported to be greater than the TKN on that same sample (e.g. ammonia 6.42 mg/l and TKN 6.22l).

3.07 SPECIFICATIONS FOR BIOASSAY SCREENING.

3.07.01 Quarterly Acute WET

Conduct Quarterly Acute WET analysis on effluent from the District Wastewater Treatment Plants per the most recently approved EPA methods (EPA-821-R-02-012) per the specifications for ITEM 1.

Analysis shall include associated chemistry per ITEM 1. DEEP Minimum Levels at which quantification must be achieved and verified must be observed in reporting all effluent associated chemistry analysis per ITEM 1.

Note on the scheduling of prices if any part of this work would be sub-contracted. List the parameters that would be sub-contracted and to whom it would be sub-contracted to.

3.07.02 Annual Chronic Toxicity

Conduct Annual Chronic Toxicity analysis on effluent from the District Wastewater Treatment Plants per the most recently approved EPA methods (EPA-821-R-02-013) per the specifications for ITEM 2.

Analysis shall include associated chemistry of the WPCF effluent as well as the receiving stream per ITEM 2. DEEP Minimum Levels at which quantification must be achieved and verified must be observed in reporting all effluent associated chemistry analysis per ITEM 2.

Note on the scheduling of prices if any part of this work would be sub-contracted. List the parameters that would be sub-contracted and to whom it would be sub-contracted to.

3.08 SPECIFICATIONS FOR SLUDGE ANALYSIS.

Conduct sludge analysis per the most recently approved methods contained in EPA SW-846.

It is necessary to digest 1 gram dry weight of sludge for all samples to provide consistent Reporting Limits across a wide range of total solids as detailed in Section 3.04.04.03.

Mercury analysis shall be conducted to a Reporting Limit of 0.5 mg/kg

Note on the scheduling of prices if any part of this work would be sub-contracted. List the parameters that would be sub-contracted and to whom it would be sub-contracted to.

3.09 SPECIFICATIONS FOR SPECIAL WASTE ANALYSIS.

Analysis is required on samples of solid waste produced by wastewater treatment processes. These wastes must be analyzed to determine if they meet DEEP "Special Waste" criteria. Conduct analysis on these various solids per methods listed in Section 3.11 - ITEM 14. These methods are found in the most recently approved version of EPA SW-846 except where noted.

Note on the scheduling of prices if any part of this work would be sub-contracted. List the parameters that would be sub-contracted and to whom it would be sub-contracted to.

3.10 SPECIFICATIONS FOR ADDITIONAL ANALYSES.

3.10.01 Microbiological Analysis (Fecal Coliform, Enterococci & E. coli)

Analysis is required on secondary effluent from The District's WPCFs throughout their disinfection season (May through September). Samples are taken throughout the season generally at 10:30 AM every workday. These samples must be picked up, upon notice, and returned to the successful bidder so that analysis can begin within the hold time as specified in Standard Methods (6 hours) and completed within the time as specified in Standard Methods (8 hours).

Samples must be analyzed to obtain results in the range of 0-20,000 colonies / 100 ml or 0-20,000 MPN / 100 ml in an effort to prevent a result of Too Numerous To Count (TNTC). A result of TNTC will immediately cause up to two (2) violations of District WPCF NPDES Permit limits.

Note on the scheduling of prices if any part of this work would be sub-contracted. List the parameters that would be sub-contracted and to whom it would be sub-contracted to.

3.10.02 Stormwater Analysis

Analysis is required twice per year on stormwater from the District's WPCFs per the CT DEEP's General Permit for the Discharge of Stormwater Associated With Industrial Activities.

The Contract Laboratory must be available to receive these samples on off hours, seven days per week, due to holding time constraints.

Note on the scheduling of prices if any part of this work would be sub-contracted. List the parameters that would be sub-contracted and to whom it would be sub-contracted to.

3.11 ANALYSES TO BE CONTRACTED.

ITEM 1 – Quarterly Whole Effluent Toxicity

Parameter	Minimum Level at which Quantification Must be Achieved
NOAEL Static 48 hr Acute <i>Daphnia pulex</i>	*****
NOAEL Static 48 hr Acute <i>Pimephales promelas</i>	*****
Aluminum, Total	0.050 mg/l
Antimony, Total	0.010 mg/l
Arsenic, Total	0.005 mg/l
Beryllium, Total	0.001 mg/l
BOD5	*****
Cadmium, Total	0.0005 mg/l
Chromium, Hexavalent	0.010 mg/l
Chromium, Total	0.005 mg/l

Chlorine, Total Residual	0.050 mg/l
Copper, Total	0.005 mg/l
Cyanide, Amenable	0.010 mg/l
Cyanide, Total	0.010 mg/l
Iron, Total	0.040 mg/l
Lead, Total	0.005 mg/l
Mercury, Total	0.0002 mg/l
Nickel, Total	0.005 mg/l
Nitrogen, Ammonia (total as N)	*****
Nitrogen, Nitrate (total as N)	*****
Nitrogen, Nitrite (total as N)	*****
Phosphorous, Total	0.10 mg/l
Phenols, Total	*****
Selenium, Total	0.005 mg/l
Silver, Total	0.002 mg/l
Suspended Solids, Total	*****
Thallium, Total	0.005 mg/l
Zinc, Total	0.020 mg/l

ITEM 2 – Annual Chronic Toxicity

Parameter	Minimum Level at which Quantification Must be Achieved
<i>Ceriodaphnia dubia</i> , chronic NOEC for survival & reproduction, ANOEC, 48 Hour Acute LC50	*****
<i>Pimephales promelas</i> , chronic NOEC for survival & growth, ANOEC, 48 Hour Acute LC50	*****
Aluminum, Total	0.050 mg/l
Antimony, Total	0.010 mg/l
Arsenic, Total	0.005 mg/l
Beryllium, Total	0.001 mg/l
BOD5	*****
Cadmium, Total	0.0005 mg/l
Chromium, Hexavalent	0.010 mg/l
Chromium, Total	0.005 mg/l
Chlorine, Total Residual	0.050 mg/l
Copper, Total	0.005 mg/l
Cyanide, Amenable	0.010 mg/l
Cyanide, Total	0.010 mg/l
Iron, Total	0.040 mg/l
Lead, Total	0.005 mg/l
Mercury, Total	0.0002 mg/l
Nickel, Total	0.005 mg/l
Nitrogen, Ammonia (total as N)	*****
Nitrogen, Nitrate (total as N)	*****
Nitrogen, Nitrite (total as N)	*****
Phosphorous, Total	0.10 mg/l
Phenols, Total	*****
Selenium, Total	0.005 mg/l
Silver, Total	0.002 mg/l
Suspended Solids, Total	*****
Thallium, Total	0.005 mg/l

Zinc, Total

0.020 mg/l

ITEM 3 – Sludge Analysis (Standard List)

Arsenic, Total
Beryllium, Total
Cadmium, Total
Chromium, Total
Copper, Total
Lead, Total
Mercury, Total
Nickel, Total
Zinc, Total
Solids, Fixed
Solids, Total
Solids, Volatile
PCB-1016
PCB-1221
PCB-1232
PCB-1242
PCB-1248
PCB-1254
PCB-1260
PCB-1262
PCB-1268

ITEM 4 – Sludge Analysis (Modified List)

Antimony, Total
Arsenic, Total
Beryllium, Total
Cadmium, Total
Chromium, Total
Copper, Total
Lead, Total
Mercury, Total
Molybdenum, Total
Nickel, Total
Zinc, Total
Solids, Fixed
Solids, Total
Solids, Volatile
BTU Value
PCB-1016
PCB-1221
PCB-1232
PCB-1242
PCB-1248
PCB-1254
PCB-1260
PCB-1262
PCB-1268

ITEM 5 – Nitrogen Analysis

Nitrogen, Ammonia (total as N)
Nitrogen, Nitrate (total as N)
Nitrogen, Nitrite (total as N)
Nitrogen, Total Kjeldahl

ITEM 6 – Phosphorous Analysis

Phosphorous, Total
Phosphate, Ortho

ITEM 7 – Total Suspended Solids

ITEM 8 – Total Solids

ITEM 9 – CBOD5

ITEM 10 – Fecal Coliform

ITEM 11 – Enterococci

ITEM 12 – E. coli

ITEM 13 – Stormwater Analysis

Oil & Grease
COD
TSS
Phosphorous, Total
Nitrogen, Total Kjeldahl
Nitrogen, Nitrate (total as N)
Copper, Total
Zinc, Total
Lead, Total
24 Hr. LC50
48 Hr. LC50

ITEM 14 – Special Waste

Parameter	Required Method
Extractable Total Petroleum Hydrocarbon	M8100CT
Volatile Organic Compounds (VOCs)	EPA 8021B or 8260B
Semi-Volatile Organic Compounds	EPA 8270C

RCRA 8 Metals by TCLP
Reactivity: Cyanide
Reactivity: Sulfide
pH
Ignitability
Paint Filter Test

EPA 7421
EPA 7.3.3.2
EPA 7.3.4.2

EPA 1030
EPA 9095A

ITEM 15 – Priority Pollutant Scan

ITEM 16 – TCLP

3.12 CORRESPONDENCE. All correspondence regarding the Solicitation and any contract awarded herein must reference the MDC Contract Number and addressed to:

The Metropolitan District
ATTN: Procurement Department
RE: Contract 2018B-08 LABORATORY TESTING SERVICES
P.O. Box 800
Hartford, CT 06142-0800

**PART IV
BID PROPOSAL**

TO: The Metropolitan District
Hartford, Connecticut

4.01 THE UNDERSIGNED HEREBY DECLARES that:

- a. No person(s) other than those named herein are interested in this Bid or in the Contract proposed to be taken; that it is made without any connection with any other person(s) making any bid(s) for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by The Metropolitan District is now or will hereafter be directly or indirectly interested therein, or in any portion of the profits thereof in any manner which is unethical or contrary to law;
- b. He/she has carefully reviewed and read the solicitation package with all its attachments, including the specifications and fully understand what is required; that no representation of warranty has been made by The Metropolitan District; that estimate quantities are approximately what the actual quantities of materials which the Contractor may furnish;
- c. In the event that a Contract, as contemplated by this Bid is awarded to him/her, he/she will enter into a written contract with The Metropolitan District, and that he/she will, by such contract, agree to: furnish all products and/or materials required within the time stipulated by The Metropolitan District or as stated by the bidder; perform all services and will assume all liabilities and obligations connected therewith in accordance with the solicitation which is made a part hereof; and, will accept in full payment the sums submitted in the bid proposal and schedule of prices.

4.02 SCHEDULE OF PRICES. Bidder proposes to furnish service(s) at the price(s) stated Appendix A subject to conditions specified in the Solicitation.

4.03 LIST OF REFERENCES. Bidder declares that he/she is qualified and competent to perform the work specified in the Solicitation. Bidder's experience and references are stated in Appendix B to the Solicitation.

4.04 THE UNDERSIGNED FURTHER DECLARES that the signer of this Bid is:

(a) An INDIVIDUAL doing business as _____

(b) A PARTNERSHIP doing business as _____

(c) A CORPORATION entitled _____ organized under the laws of

the State of _____ and having its principal

offices at _____

The names of all partners of a partnership or the principal officers of a corporation must be submitted upon request.

MAILING ADDRESS OF BIDDER

TELEPHONE NUMBER

(STREET)

(STATE) (ZIP CODE)

SIGNATURE OF BIDDER

DATE SIGNED

BY _____
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(PRINT TITLE)

(PRINT NAME OF INDIVIDUAL, PARTNERSHIP OR CORPORATIONS)

**PART V
AGREEMENT**

THE METROPOLITAN DISTRICT

CONTRACT NUMBER 2018B-08

AGREEMENT

**FURNISHING BIOASSAY SCREENING, ORGANICS, INORGANICS AND
MICROBIOLOGY TESTING SERVICES ON WASTEWATER, SLUDGE AND OTHER
SAMPLE MATRICES**

5.01 This Agreement, made and entered into this _____ day of _____, in the year _____, by and between THE METROPOLITAN DISTRICT (MDC), a municipal corporation having the territorial limits in the County of Hartford and the State of Connecticut, and _____ (CONTRACTOR),

WITNESSETH

5.02 That the MDC and the Contractor, each in consideration of the undertaking promises and agreements on the part of the other, have, by reason of a Bid made by Contractor on _____, and an award of Contract made by the MDC on _____, promise and agree, the MDC for itself and its successors and assigns and the Contractor for _____ and _____ heirs, executors and administrators, and successors do hereby agree, promise and undertake as follows:

5.03 OBLIGATIONS OF CONTRACTOR. The Contractor shall, at his/her own proper cost, charge and expense, furnish all materials required by this Contract, with appurtenances of every kind complete in the manner and within the time stipulated by the MDC, but if not so stipulated, then as stated by the Bid submitted by Contractor. All materials to be furnished under this Contract shall be furnished and completed pursuant to, and strictly in conformance with the solicitation package, which are made a part hereof as it fully set forth herein.

5.04 ASSIGNMENT. The Contractor shall not assign, transfer, convey or otherwise dispose of or part with the control of this Contract or any part thereof without the previous consent, in writing, of the MDC. He/she shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under this Contract unless by and with the like consent in writing. Any such attempted assignment shall, at the option of the MDC, forthwith work an avoidance of this Contract, or may be treated by the MDC as null and void.

5.05 LIABILITY AND INDEMNITY. The Contractor shall assume the defense of and indemnify and save harmless the MDC and its officers and agents from all claims for payment of labor used on and materials furnished for the work, including taxes applicable thereto, and from all claims against the MDC for alleged infringement of patents by or by reason of any method of fabrication used in the work or the use of any appliance, process or apparatus or material which may be furnished under this Contract.

- 5.06 AVOIDANCE OR ABANDONMENT. If this Contract, or any part thereof, shall be assigned without the previous written consent of the MDC, or if the MDC is of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor has willfully violated or is willfully violating any of the provisions of this Contract or the Specifications, the MDC may notify the Contractor to discontinue all work or any part thereof under this Contract, by a written notice to be served upon the Contractor, and thereupon the Contractor shall discontinue such work, or such part thereof as the MDC may designate, and the MDC may thereupon, by Contract or otherwise as it may determine, take such steps as the MDC may deem necessary to continue and complete the work, or such part thereof, and charge the entire expense of such completion of the work, or part thereof, to the Contractor.

All expenses charged under this article shall be deducted and paid by the MDC out of any moneys then due or to become due the Contractor under this Contract, or any part thereof, as if the same had been completed by him; and in such accounting the MDC shall not be held to obtain the lowest figures for the work of completing the Contract, or any part thereof, or for insuring its proper completion, but all sums actually paid therefore shall be charged to the Contractor. In case the expenses so charged shall exceed the unpaid balance of the sum which would have been payable under this Contract, if the same had been completed by the Contractor, the Contractor shall pay the amount of the excess to the MDC.

When any particular part of the work is being carried on by the MDC, by contract or otherwise, under the provisions of this article of the Contract, the Contractor shall continue the remainder of the work in conformity with the terms of this Contract. Neither notice to the Contractor to discontinue work on any part of the Contract, nor the discontinuance thereof by the Contractor, shall in any way diminish the liability of the Contractor to indemnify and save harmless the MDC, as provided hereinbefore, unless and until the MDC shall have contracted with other parties to complete the work or part thereof and then only with respect to such work or parts thereof as the MDC may have so contracted.

- 5.07 DEFECTIVE WORK. The inspection of the materials shall not relieve the Contractor of any of obligations to fulfill this Contract as prescribed herein, and defective materials may be rejected notwithstanding that such defects in materials may have been previously overlooked by the MDC and such materials accepted or estimated for payment.

If the materials, or any part thereof, shall be found defective at any time before the final acceptance of the whole work, the Contractor forthwith shall make good such defect in a manner satisfactory to the MDC, and if any delivered materials shall be condemned by the MDC as not in conformity with the Specifications, the materials shall be shipped back to the Contractor at his expense. If the Contractor shall fail to replace any defective materials after reasonable notice, the MDC may cause such defective materials to be replaced and the expense thereof shall be deducted from the amount to be paid the Contractor.

In case the nature of the defects is such that it is not expedient to have them corrected, or if there have been omissions in the work, the Contractor shall pay the MDC, and the

MDC shall have the right to deduct from the amount due the Contractor on the final settlement of the accounts, such sums of money as the MDC considers a proper equivalent for the difference between the value of the materials specified and that furnished, or a proper equivalent for the damage.

- 5.08 TIME. The Contractor agrees that he will prosecute the work diligently and in accordance with any progress schedules which may be required in the Specifications and will complete all work within the time stipulated on the title page of or elsewhere in the Information For Bidders.
- 5.09 QUANTITIES. The quantities named in the Bid for the various items of materials to be furnished under this Contract are given only for the purpose of comparing, on a uniform basis, the bids offered for the materials under this Contract; and the MDC is not to be held responsible if it is found that any or all of the said estimated quantities are not even approximately correct. The Contractor shall have no claim for anticipated profits or for loss of profits, or for increase in prices bid because of a difference between the quantities of the various items of materials actually delivered and the estimated quantities stated in the Bid.
- 5.10 PRICES. The MDC shall pay, and the Contractor shall receive, as full compensation for materials furnished by the Contractor under this Contract, including all work required but not included in the items hereinafter mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from any unforeseen difficulty encountered in the prosecution of the work, and for all risk of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for assuming all duties and liabilities required herein, and for well and faithfully completing the work, and the whole thereof, as provided in this Contract, the sum or sums named in the Bid for furnishing materials, referred to hereinbefore and made a part hereof, but subject to such retainages or deductions as may be provided for herein, and in accordance with, but not limited by, any interpretative clauses or specific lists of inclusions or exclusions which may appear in the Specifications attached hereto or shown on the Contract Drawings, if any.
- 5.11 RETAINAGES. The MDC may, at its discretion, withhold any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses or damages incurred by the MDC and determined as herein provided, and may retain until all claims are settled so much of such moneys as the MDC shall be of opinion will be required to settle all claims against the MDC and its officers and agents arising due to this Contract and included in the duties and liabilities assumed hereunder by the Contractor, and all claims for labor on the work, and also all claims for materials used in the work, or the MDC may make such settlements and apply thereto any moneys retained under this Contract. If the moneys retained under this Contract are insufficient to pay the sums found by the MDC to be due under the claims for labor and materials, the MDC may, at its discretion, pay the same and the Contractor or his surety shall repay to the MDC all sums as paid out.
- 5.12 WAIVER. Neither the inspection of the MDC or its employees, nor any order, measurement, nor any order by the MDC for the payment of money, nor any payment for nor acceptance of the whole or any part of the work by the MDC, nor any extension of time, nor any possession taken by the MDC or its employees, shall operate as a waiver

of any provision of this Contract, or of any power herein reserved to the MDC, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach.

Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided.

- 5.13 TERMINATION. This Agreement may be terminated in whole or in part in writing by the MDC upon two (2) days written notice in the event of failure by the Contractor to fulfill its obligations under this Agreement through no fault of the MDC.

If termination for default is effected by the MDC, an equitable adjustment in the price provided for in this Agreement shall be made, but no amount shall be allowed for anticipated profit on undelivered materials/unperformed services or other work and any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the MDC because of the Contractor's default. The termination will not affect any rights or remedies of the MDC against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the MDC will not release the Contractor from liability.

This Agreement may be terminated in whole or in part in writing by the MDC for its convenience, provided that the Contractor is given not less than fifteen (15) days written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination.

Upon receipt of a termination action, the Contractor shall promptly discontinue all services affected, unless the notice directs otherwise. Upon such termination, the MDC, or its representative, may incorporate into the work performed by Contractor under this Contract, all materials and equipment stored at the site or for which the MDC has paid the Contractor but which are stored elsewhere and complete the Work as the MDC may deem expedient.

Upon termination, the MDC may take over the work, and may award another party a Contract to complete the work under this Contract.

To the extent that the Contractor has provided a performance bond under the provisions of the Contract, the termination procedures of the performance bond, if applicable, shall supersede these provisions.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by The MDC and Contractor.

This Agreement shall become effective on _____, 2018.

THE METROPOLITAN DISTRICT

CONTRACTOR

By:
Title:

By:
Title:

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Attest

John S. Mirtle, District Clerk

Address for giving notices

Address for giving notices

555 Main Street

P.O. Box 800

Hartford, CT 06142

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

Approved as to Form and Content:

R. Bartley Halloran
District Counsel

APPENDIX A

**SCHEDULE OF PRICING FOR
SOLICITATION NUMBER: 2018B-08**

Company Name:

Year 2018 Pricing List for Samples	Quantity:	Price per Sample:	Total cost per Year:
ITEM 1. Acute WET and associated chemistry analysis for sixteen (16) samples for Year 1	16	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 2. Chronic Toxicity and associated chemistry analysis for four (4) samples for Year 1	4	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 3. Sludge metals analysis (Standard List) for four hundred (400) samples for Year 1	400	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 4. Sludge metals analysis (Modified List) for fifty two (52) samples for Year 1	52	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 5. Nitrogen analysis for four hundred fifty (450) samples for Year 1	450	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 6. Phosphorous analysis for one hundred (100) samples for Year 1	100	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 7. Total Suspended Solids analysis for two hundred (200) samples for Year 1	200	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 8. Total Solids analysis for two hundred fifty (250) samples for Year 1	250	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 9. CBOD5 analysis for eighty (80) samples for Year 1	80	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 10. Fecal Coliform analysis for fifty (50) samples in Year 1	50	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 11. Enterococci analysis for fifty (50) samples in Year 1	50	X \$ _____ ea. =	\$ _____ Total cost per year

Company Name:

Year 2018 Pricing List for Samples	Quantity:	Price per Sample:	Total cost per Year:	
ITEM 12. E. coli analysis for fifty (50) samples in Year 1	50	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 13. Stormwater analysis for fourteen (14) samples in Year 1	14	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 14. Special Waste analysis for twelve (12) samples in Year 1	12	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 15. Priority Pollutant Scan analysis for eight (8) samples in Year 1	8	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 16. TCLP analysis for eight (8) samples in Year 1	8	X \$ _____ ea. =	\$ _____	Total cost per year
<i>Total cost of all work for year 2018:</i>			\$ _____	Total cost per year

Company Name:

Year 2019 Pricing List for Samples	Quantity:	Price per Sample:	Total cost per Year:	
ITEM 1. Acute WET and associated chemistry analysis for sixteen (16) samples for Year 1	16	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 2. Chronic Toxicity and associated chemistry analysis for four (4) samples for Year 1	4	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 3. Sludge metals analysis (Standard List) for four hundred (400) samples for Year 1	400	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 4. Sludge metals analysis (Modified List) for fifty two (52) samples for Year 1	52	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 5. Nitrogen analysis for four hundred fifty (450) samples for Year 1	450	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 6. Phosphorous analysis for one hundred (100) samples for Year 1	100	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 7. Total Suspended Solids analysis for two hundred (200) samples for Year 1	200	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 8. Total Solids analysis for two hundred fifty (250) samples for Year 1	250	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 9. CBOD5 analysis for eighty (80) samples for Year 1	80	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 10. Fecal Coliform analysis for fifty (50) samples in Year 1	50	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 11. Enterococci analysis for fifty (50) samples in Year 1	50	X \$ _____ ea. =	\$ _____	Total cost per year

Company Name:

Year 2019 Pricing List for Samples	Quantity:	Price per Sample:	Total cost per Year:	
ITEM 12. E. coli analysis for fifty (50) samples in Year 1	50	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 13. Stormwater analysis for fourteen (14) samples in Year 1	14	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 14. Special Waste analysis for twelve (12) samples in Year 1	12	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 15. Priority Pollutant Scan analysis for eight (8) samples in Year 1	8	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 16. TCLP analysis for eight (8) samples in Year 1	8	X \$ _____ ea. =	\$ _____	Total cost per year
<i>Total cost of all work for year 2019:</i>			\$ _____	Total cost per year

Company Name:

Year 2020 Pricing List for Samples	Quantity:	Price per Sample:	Total cost per Year:	
ITEM 1. Acute WET and associated chemistry analysis for sixteen (16) samples for Year 1	16	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 2. Chronic Toxicity and associated chemistry analysis for four (4) samples for Year 1	4	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 3. Sludge metals analysis (Standard List) for four hundred (400) samples for Year 1	400	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 4. Sludge metals analysis (Modified List) for fifty two (52) samples for Year 1	52	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 5. Nitrogen analysis for four hundred fifty (450) samples for Year 1	450	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 6. Phosphorous analysis for one hundred (100) samples for Year 1	100	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 7. Total Suspended Solids analysis for two hundred (200) samples for Year 1	200	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 8. Total Solids analysis for two hundred fifty (250) samples for Year 1	250	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 9. CBOD5 analysis for eighty (80) samples for Year 1	80	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 10. Fecal Coliform analysis for fifty (50) samples in Year 1	50	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 11. Enterococci analysis for fifty (50) samples in Year 1	50	X \$ _____ ea. =	\$ _____	Total cost per year

Company Name:

Year 2020 Pricing List for Samples	Quantity:	Price per Sample:	Total cost per Year:	
ITEM 12. E. coli analysis for fifty (50) samples in Year 1	50	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 13. Stormwater analysis for fourteen (14) samples in Year 1	14	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 14. Special Waste analysis for twelve (12) samples in Year 1	12	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 15. Priority Pollutant Scan analysis for eight (8) samples in Year 1	8	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 16. TCLP analysis for eight (8) samples in Year 1	8	X \$ _____ ea. =	\$ _____	Total cost per year
<i>Total cost of all work for year 2020:</i>			\$ _____	Total cost per year

Company Name:

Year 2021 Pricing List for Samples	Quantity:	Price per Sample:	Total cost per Year:	
ITEM 1. Acute WET and associated chemistry analysis for sixteen (16) samples for Year 1	16	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 2. Chronic Toxicity and associated chemistry analysis for four (4) samples for Year 1	4	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 3. Sludge metals analysis (Standard List) for four hundred (400) samples for Year 1	400	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 4. Sludge metals analysis (Modified List) for fifty two (52) samples for Year 1	52	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 5. Nitrogen analysis for four hundred fifty (450) samples for Year 1	450	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 6. Phosphorous analysis for one hundred (100) samples for Year 1	100	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 7. Total Suspended Solids analysis for two hundred (200) samples for Year 1	200	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 8. Total Solids analysis for two hundred fifty (250) samples for Year 1	250	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 9. CBOD5 analysis for eighty (80) samples for Year 1	80	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 10. Fecal Coliform analysis for fifty (50) samples in Year 1	50	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 11. Enterococci analysis for fifty (50) samples in Year 1	50	X \$ _____ ea. =	\$ _____	Total cost per year

Company Name:

Year 2021 Pricing List for Samples	Quantity:	Price per Sample:	Total cost per Year:	
ITEM 12. E. coli analysis for fifty (50) samples in Year 1	50	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 13. Stormwater analysis for fourteen (14) samples in Year 1	14	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 14. Special Waste analysis for twelve (12) samples in Year 1	12	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 15. Priority Pollutant Scan analysis for eight (8) samples in Year 1	8	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 16. TCLP analysis for eight (8) samples in Year 1	8	X \$ _____ ea. =	\$ _____	Total cost per year
<i>Total cost of all work for year 2021:</i>			\$ _____	Total cost per year

Company Name:

Year 2022 Pricing List for Samples	Quantity:	Price per Sample:	Total cost per Year:
ITEM 1. Acute WET and associated chemistry analysis for sixteen (16) samples for Year 1	16	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 2. Chronic Toxicity and associated chemistry analysis for four (4) samples for Year 1	4	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 3. Sludge metals analysis (Standard List) for four hundred (400) samples for Year 1	400	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 4. Sludge metals analysis (Modified List) for fifty two (52) samples for Year 1	52	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 5. Nitrogen analysis for four hundred fifty (450) samples for Year 1	450	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 6. Phosphorous analysis for one hundred (100) samples for Year 1	100	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 7. Total Suspended Solids analysis for two hundred (200) samples for Year 1	200	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 8. Total Solids analysis for two hundred fifty (250) samples for Year 1	250	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 9. CBOD5 analysis for eighty (80) samples for Year 1	80	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 10. Fecal Coliform analysis for fifty (50) samples in Year 1	50	X \$ _____ ea. =	\$ _____ Total cost per year
ITEM 11. Enterococci analysis for fifty (50) samples in Year 1	50	X \$ _____ ea. =	\$ _____ Total cost per year

Company Name:

Year 2022 Pricing List for Samples	Quantity:	Price per Sample:	Total cost per Year:	
ITEM 12. E. coli analysis for fifty (50) samples in Year 1	50	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 13. Stormwater analysis for fourteen (14) samples in Year 1	14	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 14. Special Waste analysis for twelve (12) samples in Year 1	12	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 15. Priority Pollutant Scan analysis for eight (8) samples in Year 1	8	X \$ _____ ea. =	\$ _____	Total cost per year
ITEM 16. TCLP analysis for eight (8) samples in Year 1	8	X \$ _____ ea. =	\$ _____	Total cost per year
		<i>Total cost of all work for year 2022:</i>	\$ _____	Total cost per year

Company Name: _____

Pricing Summary Page

Year:	Total Yearly Cost:
2018	<u>\$</u>
2019	<u>\$</u>
2020	<u>\$</u>
2021	<u>\$</u>
2022	<u>\$</u>

Total cost for all 5 years: \$

APPENDIX B

**BID PROPOSAL
LIST OF REFERENCES
SOLICITATION NUMBER: 2018B-08**

Bidder must submit at least three (3) references from customers that bidder has supported or currently supports on projects that are similar in scope, complexity and cost to the requirements of this Solicitation. Bidder has read the Solicitation in its entirety, including the Specifications, and fully understands what is required.

NOTE: Contact information for references must include the company name, mailing address, company telephone number, point of contact name, point of contact email address, point of contact phone number (if applicable), and service dates.

Business Name: _____

Address: _____

Contact Person: _____

Phone: _____ Email: _____

Description of Services Performed: _____

Business Name: _____

Address: _____

Contact Person: _____

Phone: _____ Email: _____

Description of Services Performed: _____

BID PROPOSAL – LIST OF REFERENCES

(Page 2)

Bidder must submit at least three (3) references from customers that bidder has supported or currently supports on projects that are similar in scope, complexity and cost to the requirements of this Solicitation. Bidder has read the Solicitation in its entirety, including the Specifications, and fully understands what is required.

NOTE: Contact information for references must include the company name, mailing address, company telephone number, point of contact name, point of contact email address, point of contact phone number (if applicable), and service dates.

Business Name: _____

Address: _____

Contact Person: _____

Phone: _____ Email: _____

Description of Services Performed: _____

Business Name: _____

Address: _____

Contact Person: _____

Phone: _____ Email: _____

Description of Services Performed: _____

SAFETY DOCUMENTS

MDC CONTRACTOR SAFETY PROGRAM & QUESTIONNAIRE (15 PAGES)



The Metropolitan District Contractor Safety Program

Purpose:

To provide MDC personnel and contractors with a clear and concise understanding of the safety requirements and responsibilities needed while working on MDC property and/or MDC projects.

Policy:

All firms contracted by MDC are required by the Occupational Safety and Health Act of 1970 and updates to provide safe and healthy employment to their employees.

MDC, as an employer, is also responsible for providing a safe and healthful work environment for its employees. Contract work may present situations or conditions that potentially could adversely impact the safety and health of MDC employees. This program is intended to ensure that both the MDC and the contractor provide a safe and healthy workplace at all times.

Contractors are required to provide safe workplaces and implement their own safety programs. This Contractor Safety Program is intended to assist in coordinating MDC and contractor operations during construction and renovation projects or providing services to MDC. By becoming familiar with the policies and procedures in the program, the safety-minded contractor will get the job done safely and minimize or eliminate workplace hazards.

Contractors are required to comply with all applicable Federal, State, and Local laws and also follow safe work practices for construction trades. Some of these regulations and safe work practices are outlined in this program.

Contractor management and supervisors must thoroughly review their own work practices and workplace hazards and provide their employees all the necessary training, certifications, and equipment for their safety.

This program applies to all contractors and their subcontractors under contract by the MDC. (All contractors, whether under contract or working under a purchase order agreement, are considered under contract and are covered by this entire program.) The following guidelines and provisions do not impose a duty on the MDC to initiate, maintain, oversee, inspect, supervise or control MDC contracted contractors' or subcontractors' compliance with applicable Federal, State and Local laws or otherwise ensure worksite safety for non-MDC employees. The following guidelines and provisions outline the MDC's role regarding contract administration.

Definitions:**MDC Construction Engineer**

An MDC employee assigned to observe the progress of the contract and act as the primary MDC contact with the contractor.

MDC Liaison:

An MDC employee assigned to on-site observation and evaluation of the contractor's compliance with the contract or purchase order agreement.

Contractor:

A firm or individual who has contracted to the MDC to provide services.

Near miss:

A near miss is an incident that occurs that had the potential of causing a personal injury, damage to property or a release to the environment had it not been discovered and avoided in time or did not cause damages due to fortuitous circumstances.

Procedures:

1. The Metropolitan District shall include the Contractor Safety Program in all applicable contracts. The contractor shall complete the Contractor Safety Questionnaire (see Attachment A) and submit it with the bid. The contractor is required to sign the last page of the Questionnaire.
2. The safety record of a prospective contractor shall be one of the factors considered in the awarding of a contract for construction or related work. Factors to be considered are:
 - a) Worker's compensation rating (Experience Modification Rating (EMR));
 - b) Number of OSHA violations in the past three years;
 - c) The type of violations. (e.g. serious or willful, as defined by OSHA); and
 - d) The abatement of the violations.
3. EH&S will review the information prospective contractors provide in the Contractors Safety Questionnaire, including but not limited to, factors mentioned in Procedure No. 2.
4. If the information submitted in the Contractor Safety Questionnaire reveals higher rates of unsafe incidents than the acceptable incident rates published for the NAICS code, MDC reserves the right to reject the bid, or may refuse to hire the contractor under a purchase order agreement.
5. Failure to fully complete the Contractor Safety Questionnaire and submit with the bid will result in rejection of the bid for non-compliance, or refusal to hire under a purchase order agreement.

Responsibilities:**All MDC personnel responsible for managing contracts will:**

1. Provide contractor with warnings of known hazards that may be encountered in the project;
2. Observe whether work performed by contractor is in compliance with the contract.

The MDC Construction Engineer will review the contract language with EH&S for provisions regarding contractor's duty to:

1. Meet and comply with applicable federal, state, and local environmental, health, and safety regulations and MDC requirements; and
2. Provide its employees with the necessary training, medical exams, and safety equipment.

The MDC Construction Engineer will also:

1. Review the contractual, statutory, and other environmental, health, and safety requirements with the contractor prior to the start of the contract;
2. Instruct the contractor to submit a safety and health plan with the bid package, if applicable*, and provide a copy to the MDC Environment, Health & Safety Department ("EH&S") for review and incorporate the submitted health and safety plan into the contract;
3. Upon receipt of a report of noncompliance or any condition, which poses a serious or imminent danger to human health or safety, or a serious hazard to the environment, issue a request for corrective action to the contractor. Any such request by MDC Construction Engineer or any other authorized MDC personnel for corrective action from the contractor is not to be construed as undertaking a duty for initiating, maintaining, supervising or otherwise ensuring safety at the worksite of non-MDC employees.

The MDC Construction Engineer, and/or the MDC Liaison will:

1. Determine if EH&S has reviewed the contractor's written health and safety plan prior to the pre-construction meeting with the contractor;
2. Provide advanced notification to EH&S of all pre-construction meetings with the contractors so that they may have a representative present;
3. Observe whether contractor is complying with the contract health and safety plan and pertinent environmental, health, and safety regulations and refer any questions regarding compliance with specific regulations to EH&S;
4. Observe whether contractor has complied with its contractual duty to complete safety or environmental permits and make such permits available for review by an authorized person and/or appropriate EH&S personnel;
5. Notify EH&S of accidents and provide EH&S with a copy of the contractor's accident reports; and
6. Notify EH&S of an OSHA complaint and/or inspection of contractor's jobsite.

* EH&S will determine if a Health and Safety Plan or Program is necessary, depending on the nature of the contract or services being provided.

Pre-construction Meeting

Representatives of the contractor shall meet with the MDC Construction Engineer and a EH&S representative prior to the start of construction for the purpose of reviewing safety requirements and pertinent material safety data sheets (MSDS) for the work pertinent to the contract.

MDC is required by OSHA standards, most notably 29 CFR 1910.1200, Hazard Communication Standard, to provide information to contractors of any known hazards present at the work site. This information will be made available to the contractor in the project specifications (pre-bid) and at the pre-construction meeting.

Environment, Health and Safety Department

EH&S will review all contracts at least one week prior to advertising, to determine whether appropriate environmental, health and safety regulations pertinent to the work site have been incorporated into the contract.

EH&S may make periodic on-site visits to review the contractor's compliance with the contracted health and safety plan and applicable environmental, health, and safety requirements. EH&S will distribute reports of the on-site visits to the contractor and Construction Engineer. **Any such on-site visit by EH&S or by MDC Construction Engineer or any other MDC personnel for review of contractor's compliance with its contracted health and safety plan and/or environmental, health or safety requirements shall not be construed as MDC undertaking a duty for initiating, maintaining, supervising or otherwise ensuring safety at the worksite of non-MDC employees.**

Contractor

The contractor's duties shall include but are not limited to:

1. Providing frequent and regular safety inspections of the worksites, materials, and equipment by designated employees of contractor to ensure appropriate safety conditions are in place at all times on the project;
2. Notifying the MDC Construction Engineer of construction accidents immediately upon knowledge of the accident but in no instance shall notification be made more than twenty-four (24) hours after an accident;
3. Providing a detailed Accident/Incident Report of construction accidents, including corrective measures to avoid reoccurrences, within 48 hours.
4. Notifying the Construction Engineer of non-formal and/or formal OSHA complaint notifications and/or OSHA inspections of the jobsite; and
5. Provide training records of OSHA programs related to the project.

Health and Safety Plan

It is the duty of the contractor and any subcontractors to develop and implement a comprehensive health and safety plan for their respective employees and agents, which covers all aspects of onsite construction and activities associated with the contract. The contractor shall provide the MDC Construction Engineer with a copy of this plan with its bid package.

The contractor shall address within its contract the following information pertaining to OSHA regulations. The following OSHA regulations are not an exhaustive list of said regulations nor are the subparts a comprehensive list of the information the contractor should address in its Health and Safety Plan.

Hazard Communication (OSHA 29 CFR 1910.1200)

1. Procedures for labeling and storing all chemical containers brought on MDC property or MDC jobs.
2. Procedures for maintaining and providing material safety data sheets (MSDSs) for all chemicals brought on MDC property/jobs.
3. Procedures for training personnel in the control of anticipated hazards.
4. Statement that employees have been trained.

**Personal Protective Equipment (OSHA 29 CFR 1910.132 to 1910.139)
(Including eye, face, head, foot and hand protection).**

1. Procedures for conducting workplace hazard assessment that determines the hazards likely to be present and selects types of PPE that will fit and protect the employee.
2. Procedures for use and maintenance of personal protective equipment.
3. Written respiratory protection program. (29 CFR 1910.134)

Confined Space (OSHA 29 CFR 1910.146)

1. Procedures to protect contractor employees from the hazards of entry into permit-required confined spaces.
2. Procedures for coordinating with MDC personnel when entering MDC permit-required confined spaces per MDC Confined Space Program.
3. Procedures for training personnel in the required duties and potential hazards of confined space entry.

Lockout/Tagout (OSHA 29 CFR 1910.147)

1. Procedures pertaining to the servicing and maintenance of machines and equipment in which the “unexpected” energization or start up of the machines or equipment, or release of stored energy could cause injury to contractor or MDC employees.
2. Procedures for training personnel in the required duties and potential hazards of energy control.

Electrical (OSHA 29 CFR 1910 Subpart S)

1. Procedures for compliance with OSHA electrical standards 29 CFR 1910.301 to 1910.335

Compressed Gas and Air Equipment (OSHA 29 CFR 1910.166 to 1910.169)

1. Procedures for safe handling and securing of compressed gas cylinders.

Powered Industrial Trucks (OSHA 29 CFR 1910.178)

1. Procedures for safe operation of forklifts, platform lift trucks, and motorized hand trucks.

Machinery and Machine Guarding (OSHA 29 CFR 1910.211 to 1910.219)

1. Procedures for safe operation and maintenance of equipment with power transmission belts, pulleys, sprockets, chains, or clutches.

Toxic and Hazardous Substances (OSHA 29 CFR 1910.1000 to 1910.1450)

1. Procedures for minimizing employee exposure to toxic and hazardous substances to comply with published permissible exposure limits.

Asbestos (OSHA 29 CFR 1910.1001 and 1926.1101)

Lead (29 CFR 1910.1025/1926.62/1926.103)

1. Procedures for preventing disturbance of potential asbestos and/or lead containing materials.
2. Procedures for protecting employees from exposure above the OSHA PEL.
3. Procedures for obtaining asbestos bulk material surveys when the potential exists for the disturbance of potential asbestos containing materials.

Welding and Cutting (OSHA 29 CFR 1926.350 to 1926.354)

1. Procedures for safe transportation and storage of compressed gas cylinders.
2. Procedures for safe welding and cutting including grounding, shielding, PPE, fire prevention (fire watch), Hot Work Permits, ventilation, and performing such operations on metals of toxic significance.

Scaffolds (OSHA 29 CFR 1926.450 to 1926.454)

1. Procedures for safe use of scaffolding and aerial lifts including load capacities, construction techniques, fall protection and protection from falling objects.

Fall Protection (OSHA 29 CFR 1926.500 to 1926.503)

1. Procedures for providing employee fall protection where employees walk or work on work surfaces that are six feet or more above a lower level including but not limited to, portable and fixed ladders, aerial lifts, scaffolds, roofs and elevated work levels and platforms.

Cranes, Derricks, and Hoists (OSHA 29 CFR 1926.550 to 556)

1. Procedures for safe operation of overhead cranes, truck cranes and hoists.
2. Procedures for safe operation of material hoists, personnel hoists, and elevators.

Excavations (OSHA 29 CFR 1926.650 to 1926.652)

1. Procedures for safe excavation including the design of sloping, benching, support, and shield systems; site inspection; protection from water accumulation; and stability of adjacent structures.

Concrete and Masonry Construction (OSHA 29 CFR 1926.700 to 1926.706)

1. Procedures to protect employees from hazards associated with concrete and masonry operations.
2. Procedures for use of head and face protection when applying cement, sand, and water mixtures through a pneumatic hose.

Steel Erection (OSHA 29 CFR 1926.750 to 1926.753)

1. Procedures for safe erection of skeleton steel construction in tiered buildings, structural steel assembly, bolting, and riveting.

Demolition (OSHA 29 CFR 1926.850 to 1926.860)

1. Procedures for safe demolition of existing structures on MDC properties including contingencies to safely assess and manage potentially hazardous constituents such as asbestos and lead.

Stairways and Ladders (OSHA 29 CFR 1926.1050 to 1926.1060)

1. Procedures for the safe construction and use of stairways and ladders.

Hazardous Materials/Hazardous Waste

1. Procedures for storing and removing all hazardous materials and waste from MDC properties or job sites prior to completion of work.
Note: Only authorized MDC personnel may sign manifests where MDC is generator of waste.

Work Zone Safety (OSHA 29 CFR 1926 subpart G)

1. All contract work performed on public roads where the work will interrupt the normal flow of traffic and/or present hazards to pedestrians, the contractor must have procedures in place for conforming to the Manual on Uniform Traffic Control Devices, Part 6 (MUTCD).

Fire Prevention and Protection

The contractor shall include in its safety and health plan an effective fire protection and prevention plan, including, but not limited to, provisions for the fire protection and suppression equipment, as set forth in this section.

- A. Housekeeping. Good housekeeping, with provision for prompt removal and disposal of accumulations of combustible scrap and debris, shall be maintained in all areas of the jobsite. Self-closing metal containers shall be used for the disposal of waste saturated with flammable liquids.
- B. Codes and regulations. The contractor shall comply with the requirements published in the current revisions of the National Electrical Code, National Electrical Safety Code, and the National Fire Protection Association standards.
- C. Smoking. Smoking or other sources of ignition shall not be permitted in areas where flammable or explosive materials are used, stored or are present. All such areas shall be conspicuously posted: NO SMOKING OR OPEN FLAMES. There is a no smoking policy in effect in all MDC facilities except in designated areas.
- D. Fires. Fires and open flame devices shall not be left unattended unless protected with automatic temperature control and cutoff devices.
- E. Cleaning and degreasing. Gasoline and liquids with a flash point below 100 degrees Fahrenheit shall not be used for cleaning and degreasing.

Issues of Non-Compliance

If during the course of the contract, EH&S personnel observe a contractor's non-compliance with the contractor's contracted safety and health plan or the MDC safety and health requirements, EH&S personnel may bring it to the attention of the MDC Construction Engineer and may also document such non-compliance in writing. Failure to correct the violation or continued violations shall be grounds for termination of the contract.

If after notifying the Construction Engineer in writing of deficiencies in health, safety, or environmental requirements, EH&S personnel observe continued violations of those requirements, or observe actions that pose an imminent danger, an immediate order to stop work may be issued. The contractor will be solely responsible for any costs associated with the order to stop work until the deficiencies have been rectified. Should this occur, EH&S personnel will bring the matter to the attention of the MDC Construction Engineer, and the Manager of EH&S. Such deficiencies may result in the default of the contract or preclude contractor from performing future business with the MDC.

Any action taken by EH&S, MDC Construction Engineer or any other MDC personnel, including but not limited to observation, documentation and/or contract termination or suspension is not to be construed as undertaking a duty for initiating, maintaining, supervising or ensuring safety at the worksite of non-MDC employees.

Safety Training

The contractor shall ensure that its employees have completed appropriate health and safety training when required by statute* or regulation and/or by MDC requirements, and provide current documentation of such training when required by the contract.

**In compliance with Section 31-53b of the Connecticut General Statutes: “ Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration”. Per Section 31-53b-2(c) each employee must complete the course no earlier than five years before the commencement date of the public works project.*

Medical Clearance

The contractor shall ensure that its employees have appropriate medical clearance when required by governmental regulations or by MDC requirements. Copies of current medical clearance for contractor personnel are required to be presented as specified by the contract.

Incident Reporting

EH&S may participate with contractors in the investigation of incidents resulting in injury/illness and/or damage or loss of property and near misses.

Safety and Personal Protective Equipment

The contractor shall provide all necessary safety and personal protective equipment needed by its employees and as required per OSHA and ANSI regulations.

The contractor shall ensure that its employees have received appropriate training on the use and maintenance of safety and personal protective equipment prior to its use. The MDC shall not be responsible for the failure of non-MDC employees to correctly use appropriate safety equipment and any such failure to properly use safety equipment is a violation of the contract and may result in default of the contract.

Documentation

The contractor shall provide MDC with documentation, including but not limited to, required training, medical clearances, permits, material safety data sheets (MSDS) for its employees or operations at the pre-construction meeting. Where subcontractors are used, it is the responsibility of the contractor to provide this information to MDC.

CONTRACTOR SAFETY QUESTIONNAIRE
Attachment A

DATE: _____

COMPANY NAME _____

COMPANY TYPE (General Contractor, Mechanical, etc.): _____

ADDRESS: _____ TELEPHONE NO.: _____

RESOURCES

1. Name of company Health and Safety Contact: _____

Title: _____

Telephone No. of Health and Safety Contact: _____

2. What percent of this person's time is spent on Health and Safety related matters? _____ %

3. How many other full-time Health and Safety representatives are employed by your company? _____

4. Name of Safety Representative proposed for this project? _____

Title: _____

What percent of this person's time will be spent on Health and Safety related matters? _____ %

Submit copy of Safety Representative's qualifications with completed questionnaire.

5. Does your company have a written procedure to ensure that adequate health and safety program resources, such as budget, equipment, training and manpower are included in each bid? If yes, submit a copy with completed questionnaire. _____



<u>No.</u>		<u>Yes</u>	<u>No</u>	<u>Applicable Page No. in H&S Plan</u>
1.	Does your company have a written Health and Safety Plan? If yes, submit a copy with your completed questionnaire. If the answer is no, the bid may be disqualified.	_____	_____	_____
2.	Does your company have a written program to ensure Health and Safety issues are preplanned into each project and work operation (e.g., job hazard analysis, checklists, etc.)? If yes, submit a copy with the completed questionnaire or reference page number in the Health and Safety Plan.	_____	_____	_____
3.	Does your company have a written safety incentive program that will be implemented on this project? If yes, submit a copy with the completed questionnaire or reference page number in the Health and Safety Plan.	_____	_____	_____
4.	Does your company have a written accident/incident procedure? If yes, submit a copy with the completed questionnaire or reference page number in the Health and Safety Plan.	_____	_____	_____
	Do your written procedures require near-miss incidents to be investigated?	_____	_____	_____
5.	Does you company have a written health and safety training program? If yes, submit a copy with the completed questionnaire or reference page number in the Health and Safety Plan. If the answer is no, the bid may be disqualified.	_____	_____	_____
	If yes, does the program include the following:			
	New employee/project orientation	_____	_____	_____
	Weekly "toolbox" meetings	_____	_____	_____
	Daily job briefings	_____	_____	_____
	Supervisor safety training	_____	_____	_____
	Task specific training	_____	_____	_____
	OSHA required training	_____	_____	_____
	Other	_____		

<u>No.</u>		<u>Yes</u>	<u>No</u>	<u>Applicable Page No. in H&S Plan</u>
6.	Does your company have a written procedure to ensure that only employees who are qualified by training and experience are allowed to operate equipment, tools, machinery and vehicles? If yes, submit a copy with the completed questionnaire or reference page number in the Health and Safety Plan.	_____	_____	_____
7.	Does your company designate and train competent people as required by the applicable OSHA standards (e.g., excavations, scaffold erection, etc.)?	_____	_____	_____
8.	Does your company have a written procedure to audit projects to ensure all projects are in compliance with applicable laws, requirements, etc.? If yes, submit a copy with the completed questionnaire or reference page number in the Health and Safety Plan.	_____	_____	_____
9.	Does your company have a written procedure to screen subcontractors based on their past safety performance? If yes, submit a copy with the completed questionnaire or reference page number in the Health and Safety Plan.	_____	_____	_____
10.	Does your company use a screening process to ensure employees are physically able to perform work as assigned? If yes, submit a copy with the completed questionnaire or reference page number in the Health and Safety Plan.	_____	_____	_____

.....

DRUG FREE WORKPLACE PROGRAM

<u>No.</u>		<u>Yes</u>	<u>No</u>	<u>Applicable Page No. in H&S Plan</u>
1.	Does your company have a written drug free workplace program that includes drug testing? If yes, submit a copy with your completed questionnaire. If the answer is no, the bid may be disqualified.	_____	_____	_____

<u>No.</u>		<u>Yes</u>	<u>No</u>	<u>Applicable Page No. in H&S Plan</u>
2.	If the answer to question 1 is yes, does your written drug free workplace program include the following?	_____	_____	_____
	Pre-employment drug & alcohol testing	_____	_____	_____
	Post accident drug & alcohol testing	_____	_____	_____
	Reasonable suspicion drug & alcohol testing	_____	_____	_____
	Random drug & alcohol testing	_____	_____	_____
	Supervisor and employee training	_____	_____	_____

.....

OSHA CITATIONS

<u>No.</u>		<u>Yes</u>	<u>No</u>	
1.	Has your company received any OSHA citations (opened and closed) within the last three years?	_____	_____	
2.	If the answer to question 1 is yes, how many of each of the following types of citations have you received?			<u>Number</u>
	Serious			_____
	Willful			_____
	Repeat			_____
	Other			_____
	De minimus			_____

Give a brief description of the nature of the citation(s), or attach a copy of the citation(s).

.....

ACCIDENT AND ILLNESS STATISTICS

Year: 20__ 20__ 20__

1.	How many man-hours has your company worked in each of the last three years?	_____	_____	_____
2.	How many OSHA recordable injuries did your company experience in each of the last three years?	_____	_____	_____

3. Based on the below listed formula (a), what are your incident rates for each of the last three years? If the rates are above the current national average, the bid may be disqualified. _____
 4. How many lost time accidents has your company experienced in each of the last three years? _____
 5. Based on the below listed formula (b), what is your lost workday case rate for each of the last three years? If the rates are above the current national average, the bid may be disqualified. _____
 6. How many fatalities has your company experienced in each of the last three years? _____
 7. Submit a copy of your OSHA 300 logs for the last three years with your completed questionnaire.
- (a)
$$\text{Incident rate} = \frac{\text{No. of OSHA recordable injuries} \times 200,000}{\text{Man-hours}}$$
- (b)
$$\text{Lost workday case rate} = \frac{\text{No. of lost time accidents} \times 200,000}{\text{Man-hours}}$$

.....

WORKERS' COMPENSATION EXPERIENCE MODIFICATION RATE

- | | Year | 20__ | 20__ | 20__ |
|---|------|-------|-------|-------|
| 1. List your company's Workers' Compensation Experience Modification Rate for each of the last three years. If most recent year has a rate greater than one, the bid may be disqualified. | | _____ | _____ | _____ |
| 2. SUBMIT, ON YOUR INSURANCE COMPANY LETTERHEAD, YOUR WORKERS' COMPENSATION EXPERIENCE MODIFICATION RATE FOR EACH OF THE LAST THREE YEARS WITH YOUR COMPLETED QUESTIONNAIRE. | | | | |

.....

Is there any additional information you feel we need to properly evaluate your company's safety and health program? If yes, please explain below or attach additional sheets.

Name of Person Completing Questionnaire (Please Print):

Signature of Person Completing Questionnaire: _____

Title: _____

Date: _____

AUTHORIZATION

1. I have reviewed and authorized release of this information for confidential use by the Metropolitan District.

Printed or typed name

Signature

Title

Date

End of Section

APPENDIX D

OSHA COMPLIANCE HISTORY CERTIFICATION

OSHA COMPLIANCE HISTORY CERTIFICATION

The undersigned Bidder hereby certifies as follows:

1. It has not, in the past three years, received any citations from the United States Department of Labor, Occupational Safety and Health Administration for willful or serious violations of the Occupational Safety and Health Act ("OSHA"); or

2. It has been cited for willful or serious violations of the OSHA in the past three years and the circumstances and resolutions of such violations are as follows:

3. The following is a list of all OSHA violations (open or closed) issued against the Bidder in the past three years:

Name of bidder if the bidder is an Individual

Name of partner if the bidder is a partnership

Name of officer if the bidder is a corporation

Subscribed and sworn to before me, the undersigned, this _____ day of _____, 20_____.

Commissioner of the Superior Court
Notary Public/My Commission Expires

APPENDIX E

BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ as PRINCIPAL, and _____, as SURETY are held and firmly bound unto The Metropolitan District hereinafter called the "District," in the penal sum of _____ Dollars (\$_____), lawful money of the United States of America, to be paid to the said District, the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 2018, in connection and conformance with the Contract Number **2018B-08** and all work associated therewith as set forth in certain Contract Drawings and Specifications filed at the office of the District.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein before the opening of the same, and, if no other period be specified, said bid shall remain in effect for **NINETY (90) business days**, after the said opening and, if the bid is awarded to the Principal, the Principal if no other period be specified, within **ten (10) days** after the fully executed Contract is presented to him or her give both bond with good and sufficient surety or sureties, as may be required, for the faithful performance, payment and proper fulfillment of such Contract and insurance certificates as may be required by such Contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work or supplies or both, if the latter amount be in excess of the former; or if said bid shall be rejected by the District, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

_____ L.S.

_____ L.S.
(Business Address)

_____ L.S.
(Individual Principal)

_____ L.S.
(Address)

_____ (SEAL)
(Corporate Principal)

By: _____

(Business Address)

Attest:

(Corporate Surety)

Affix
Corporate
Seal

By _____
(Title)

APPENDIX F

**AFFIDAVIT OF NON-COLLUSION AND
INDEPENDENT PRICE DETERMINATION**

STATE OF _____

ss. at _____

COUNTY OF _____

This Affidavit is made to The Metropolitan District (MDC) by the undersigned (BIDDER) in connection with the Bid submitted by BIDDER (BID) in response to the MDC's competitive bid solicitation process.

_____ hereby certifies and declares:

1. THAT all representations made by BIDDER and contained in the BID are true, accurate and complete;
2. THAT neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has (a) in any way colluded, conspired, connived, or agreed directly or indirectly with any other bidder, firm or person to submit, or to refrain from submitting, a competing bid in connection with this bid submission, or (b) in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other bidder, firm or person to fix the price or prices in the BID or any bid of any other bidder or to fix any overhead, profit or cost element of said BID or another bid or bidder, or (c) sought in any way to secure through collusion, conspiracy, connivance, agreement, or any advantage against the MDC or any person interested in the proposed Contract;
3. THAT the Bid has been determined independently by BIDDER, its team members or representatives, without consultation, communication or agreement for the purpose of restricting competition, and is not tainted by any collusion or conspiracy by any parties, including BIDDER;
4. THAT the BID has not been disclosed by BIDDER to any other bidder, potential bidder and will not be disclosed by BIDDER, prior to bid opening, directly or indirectly, to any other bidder or potential bidder;

5. THAT no person acting for or employed by the MDC is now or will hereafter be directly or indirectly interested therein or in any portion of the profits thereof in any manner which is contrary to laws or is unethical, and that no person acting for or employed by the MDC is now or will hereafter benefit financially directly or indirectly from the award of the proposed Contract or in the participation in the bidding process;
6. THAT BIDDER has submitted only the BID and has not directly or indirectly used a related company, agent, employee, officer, partner, representative or nominee to submit any other bid;

The undersigned, who is responsible for determining the prices being offered in the BID, has read the foregoing and the same is true and correct to the best of his/her knowledge, information and belief.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit as of this _____ day of _____, 201_____.

BIDDER:

By _____
Signature

Print Name & Title of Authorized Signatory

Subscribed and sworn to before me,
The undersigned, this _____ day of _____, 201_____

Commissioner of the Superior Court
Notary Public
My Commission Expires _____

Notice Concerning Legal Action

Any person who knowingly makes a false statement or otherwise executes a document that he or she knows to be false, with the intent to mislead a municipality is in violation of Connecticut General Statute 53a-157b, Making a False Statement, and shall be subject to penalty.

APPENDIX G

FAIR EMPLOYMENT PRACTICES QUALIFICATION FORM

Date: _____

THE METROPOLITAN DISTRICT
Hartford County, Connecticut

Bidders that have 10 or more employees must complete the Fair Employment Practices Qualification Form. Bidders with less than 10 employees must complete Sections A & C only.

FAILURE TO COMPLETE AND RETURN THIS FORM MAY BE SUFFICIENT CAUSE FOR REJECTION OF YOUR BID OR CANCELLATION OF PURCHASES.

This information will be evaluated by The Metropolitan District (MDC) to determine whether or not your firm is to be retained on the MDC's Bidding and Contractors List.

SECTION A: All bidders must complete this section.

Name of Firm: _____ No. of Employees: _____

Address: _____ Phone: _____

Authorized Spokesperson for Firm: _____ Title: _____

Nature of Business: _____

SECTION B: Bidders that have 10 or more employees must complete this section.

The employer will indicate his willingness or unwillingness to participate in the following affirmative action employment practices by circling the proper key letter after each question:

- (A) This is now the practice of the Company.
- (B) The Company will adopt this affirmative action.
- (C) The Company cannot or will not adopt this affirmative action.
(If 'C' is circled, reason must be stated.)

It is understood that the Company's willingness to participate in affirmative action employment practices will be evaluated by the MDC and that this evaluation may directly influence supplier qualification.

1. The Company will adopt a policy of non-discrimination on the basis of race, color, creed, mental or physical disability, age, sex, national origin or ancestry.

A B C Reason:

FAIR EMPLOYMENT PRACTICES QUALIFICATION FORM

(Page 2)

2. The Company will state the Company's non-discriminatory policies in writing and will communicate them to the following:

All employees:	A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/>	Reason:
All recruitment sources:	A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/>	Reason:
All relevant labor unions:	A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/>	Reason:

3. If the Company conducts any formal or informal training programs, the recruitment for these programs will be conducted so as to not discriminate against minority group persons.

A B C Reason:

4. The Company will take steps to integrate all positions, departments and plant locations.

A B C Reason:

5. The Company will review its qualifications for each job to determine, whether such standards eliminate those unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications will be reviewed:

Education	A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/>	Reason:
Experience	A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/>	Reason:
Tests	A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/>	Reason:
Arrest Record	A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/>	Reason:

6. The Company will advise the Connecticut Department of Labor as to employment opportunities as they become available.

A B C Reason:

SECTION C: All bidders must sign this section.

Name of Firm: _____

Address: _____ Phone Number: _____

Signature of Officer: _____

Title: _____ Date: _____

INSURANCE DOCUMENT

BLANK CERTIFICATE OF INSURANCE FORM

CERTIFICATE OF INSURANCE -THE METROPOLITAN DISTRICT FORM

ISSUE DATE (MM/DD/YY)

INS390

INSURED	THIS IS TO CERTIFY THAT THE POLICIES LISTED BELOW HAVE BEEN ISSUED, SUBJECT TO APPLICABLE TERMS, CONDITIONS AND EXCLUSIONS. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES INDICATED BELOW.	
	COMPANIES AFFORDING COVERAGE	
PRODUCER	COMPANY LETTER A	
	COMPANY LETTER B	
	COMPANY LETTER C	

MINIMUM INSURANCE REQUIREMENTS (NOTE: CERTAIN PROJECTS, CONTRACTS OR AGREEMENTS MAY REQUIRE HIGHER OR LOWER LIMITS AND/OR REQUIRE SPECIFIC ADDITIONAL INSURANCE COVERAGES. SEE PROJECT, CONTRACT OR AGREEMENT FOR ADDITIONAL INFORMATION.)
 BODILY INJURY AND PROPERTY DAMAGE
 \$1,000,000 EACH OCCURRENCE
 \$1,000,000 AGGREGATE

COVERAGES

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFF. DATE (MM/DD/YY)	EXP. DATE (MM/DD/YY)	ALL LIMITS <u>IN THOUSANDS</u>	
	GENERAL LIABILITY ___ COMMERCIAL GENERAL LIABILITY ___ CLAIMS MADE ___ OCCUR. ___ PER PROJECT AGG. LIMIT END. ___ BLANKET CONTRACTUAL ___ THE METROPOLITAN DISTRICT AND THE STATE OF CONN. ADDED AS ADDITIONAL INSURED				EACH OCCURRENCE	\$
					GENERAL AGGREGATE	\$
					PRODUCTS COMP/OPS AGGREGATE	\$
					SELF-INSURED RETENTION	\$
	AUTOMOBILE LIABILITY ___ ANY AUTO ___ ALL OWNED AUTOS ___ SCHEDULED AUTOS ___ HIRED AUTOS ___ NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
					SELF-INSURED RETENTION	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURR. \$	AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					\$ (EACH ACCIDENT)	
					\$ (DISEASE-POLICY LIMIT)	
					\$ (DISEASE-EACH EMPLOYEE)	
	PROTECTIVE LIABILITY (IN THE NAME OF THE METROPOLITAN DISTRICT) POLICY MUST BE SUBMITTED.				BODILY INJURY & PROPERTY DAMAGE	
					EACH OCCURRENCE:	
					AGGREGATE:	
	OTHER					

DESCRIPTION OF OPERATIONS

CERTIFICATE HOLDER
 THE METROPOLITAN DISTRICT
 555 MAIN STREET-PO BOX 800
 HARTFORD, CT 06142-0800

IT IS AGREED THAT 30 DAYS' NOTICE OF CANCELLATION OR RESTRICTIVE AMENDMENT OF SAID POLICIES SHALL BE MAILED TO THE METROPOLITAN DISTRICT, AND IT IS FURTHER AGREED THAT ALL EARNED PREMIUM CHARGES FOR THE PROTECTIVE LIABILITY AND OTHER POLICIES WILL BE BILLED TO THE ABOVE NAMED PERSON OR FIRM.
 AUTHORIZED REPRESENTATIVE

APPENDIX I

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA
FOR 2018B-08**

All addenda related to the solicitation issued by The Metropolitan District (MDC) must be attached to and made part of the Contract.

Where addenda are issued prior to bidding on the solicitation, all such addenda shall be attached and submitted with the bid proposal as confirmation and acknowledgment of receipt.

Failure to submit addenda acknowledgment and confirmation along with the bid proposal may cause the bid to be considered non-responsive and thereby rejected.

The MDC assumes no responsibility nor shall it or its representatives be held liable for failure of bidder to submit addenda as required. The requirement to submit this Acknowledgment of Receipt with the bid proposal shall in no manner invalidate any and all rights which the MDC may have under the Contract and by law.

Addendum Number _____ Date Received _____

Addendum Number _____ Date Received _____

Addendum Number _____ Date Received _____

Addendum Number _____ Date Received _____

Addendum Number _____ Date Received _____

Addendum Number _____ Date Received _____

Addendum Number _____ Date Received _____

Addendum Number _____ Date Received _____

Addendum Number _____ Date Received _____

Addendum Number _____ Date Received _____

APPENDIX J



THE METROPOLITAN DISTRICT

Contract # 2018B-08

**NO BID QUESTIONNAIRE FORM
PLEASE COMPLETE AND RETURN THIS FORM
ONLY IF YOU DO NOT WISH TO SUBMIT A BID PROPOSAL**

If you do not wish to submit a bid for this contract, we are interested in knowing why. Please complete the requested information and submit by USPS mail to: The Metropolitan District, Attn: Procurement Department, 555 Main Street, P.O. Box 800, Hartford, CT 06142-0800. If you would rather FAX your response, the FAX number is (860) 560-4030. If you have any questions, please call the Director of Procurement at (860) 278-7850, Ext. 3347.

“NO BID PROPOSAL” QUESTIONNAIRE
(Please complete all items that apply.)

We do not sell the products and/or services in the request for qualification/proposal/contracts, but we want to stay on the MDC’s Bidder List. Please send necessary information so that products and services that we do provide can be updated on the MDC’s Bidder List.

We have reviewed the bid/proposal package requirement and we are not interested in submitting a formal bid/proposal because:

Other reasons/comments:

(Business Name)

Date: _____

(Street Address/P.O. Box)

Phone: _____

(City, State, Zip Code)

Solicitation Number: _____