

LEGAL NOTICE

INVITATION TO BID

The City of Meriden is accepting sealed bids for:

B020-13 LABORATORY TESTING

For:

MERIDEN WATER DEPARTMENT

The City of Meriden Water Department is looking to enter into a multi-year agreement for Laboratory Testing Services

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department or on the City of Meriden website (www.meridenct.gov/business/bids-rfps/) or on the State of Connecticut Department of Administrative Services website (www.biznet.ct.gov). Bids will be accepted at the Purchasing Department, 142 East Main St, Room 210, Meriden, Connecticut 06450 until 11:00 AM local time on February 25, 2020 at which time they will be publicly opened and read. Any bid received after the time and date specified shall not be considered.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden. No bidder may withdraw their bid within sixty (60) days of the date of the bid opening.

The City of Meriden is an Affirmative Action/Equal Opportunity Employers. Small, Minority, Women and Disadvantaged Business Enterprises are encouraged to respond.

Adam B Tulin
Purchasing Officer
City of Meriden, CT 06450-8022

Dated: February 6, 2020

INSTRUCTIONS TO BIDDERS AND STANDARD TERMS AND CONDITIONS B020-13

1. Receipt and Opening of Bids:

a. The City of Meriden, Connecticut, (herein called the "City"), invites bids on the forms attached hereto, all blanks of which shall be appropriately filled in. Separate sealed proposals will be received by the Purchasing Officer, or authorized Representative, in Room 210, City Hall, Meriden, Connecticut, 06450-8022 until the time and date stated in the Invitation to Bid. Bids shall then be publicly opened and read aloud.

b. All Proposals shall be submitted in sealed opaque (non-see through) envelopes clearly labeled with the Bidder's name, address, and the name of the Project for which the bid is submitted. The words "BID DOCUMENT" must appear on the envelope and the time and the date to be opened. If mailed, the sealed envelope containing the proposal, marked as described above, shall be enclosed in another envelope properly addressed for mailing. No responsibility will be attached to any City Representative or employee for the premature opening of a Bid not properly addressed and identified.

2. Preparation of the Bid:

Each bid shall be submitted on the proposal form included. Proposals shall be signed by the Proposer and all blank spaces for bid prices, manufacturer, model number, delivery, etc., shall be filled in ink or typewritten, both in words and figures. No change shall be made in the phraseology of the proposal or in the items and requirements of the specifications, all addendum (addenda) thereof.

3. Bid Surety:

~~a. Each bid shall be accompanied by the surety, in the form and sum stipulated in the Invitation to Bid. When a CERTIFIED CHECK is the surety, only a Certified Check, Money Order, Cashier's Check, Treasurer's Check, or Official Check will be accepted. The bid will automatically be rejected for anyone submitting a surety other than those specified. Failure to provide surety shall result in the rejection of your Bid.~~

~~b. Surety will be returned to all, except the successful bidder(s). Promptly after the successful bidder(s) delivers the item(s), their surety will be returned.~~

~~c. Should the City not issue a Notice of Award within the number of calendar days stipulated in the Invitation to Bid, after the date of the actual opening of bids, the City, upon the request of the bidder(s) shall return surety.~~

~~4. The successful bidder may substitute a new Certified Check, a Performance Bond or Supply Bond in an amount equal to Five Percent (5%) or more if stipulated in the Bidding Documents of the total dollar amount to the actual bid awarded. This may be especially beneficial if your original surety covered more items or services than you are awarded.~~

5. Liquidated Damages:

The successful bidder, upon his/her failure or refusal to deliver the item(s) or perform the service(s) within the time requested, or offered, shall forfeit to the City, as liquidated damages for such failure or refusal, an amount equal to the surety deposited with his/her bid. Such forfeiture shall not be considered a penalty, but liquidated damages to compensate the City for the loss or deprivation of such necessary item(s) or service(s).

INSTRUCTIONS TO BIDDERS FOR B020-13: Page 2

6. Qualifications of Bidder:

Bidders shall be regular dealers in the item(s) or service(s) specified. The City may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, provide the item(s) or service(s). The bidder shall furnish to the City all such information and data for the purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligation of the bid and to complete the work contemplated therein. Conditional bids may not be accepted.

Bidders claiming status under Local Preference are hereby required to submit with their bid an additional form, and attach it to the proposal pages, titled "Request for Status as a Meriden Based Business."

7. Addenda and Interpretations:

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Purchasing Officer, City Hall, 142 East Main St, Room 210 Meriden CT 06450 or e-mailed to: meridenpurchasing@meridenct.gov or faxed to 203-630-3852.

No request shall be honored **if less than seven (7) calendar days prior to the date fixed for the opening of bids**. Any and all such interpretations, and any supplementary instructions, will be in the form of a written Addenda to the specifications which, if issued, will be made available on the City of Meriden website (www.meridenct.gov) unless it is to change the date fixed for the opening of proposals, not later than three (3) days prior to the date fixed for the opening of proposals. Failure of any bidder to receive any such Addenda or interpretation shall not relieve any bidder from any obligations under this bid as submitted.

8. Subcontractors:

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontractor award cannot be given by the City unless and until the successful bidder submits all information and evidence to the City regarding the proposed subcontractor requested by the City. Although the bidder is not required to attach such information and evidence to the bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

9. Withdrawal of Bids:

Bids may be withdrawn personally or on written request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation of a facsimile request, is placed in the mail and postmarked prior to the time set for the bid opening. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modification of the bid after such bid has been opened.

10. Method of Award – Lowest Qualified Bidder:

a. The Purchasing Officer reserves the right to make an award on the Bid which, by the Officer's judgement and recommendation from the User Department following Bid evaluations, best meets the Specifications and is deemed to be in the best interest of the City of Meriden.

INSTRUCTIONS TO BIDDERS FOR B020-13: Page 3

b. City of Meriden – Local Preference:

Bidders are specifically advised that the City of Meriden has adopted Code 3-13A, which requires, but is not limited to, a local preference requiring, in part, that a “City Based Business” shall mean a business with its principal place of business located within the boundaries of the City of Meriden. A business shall not be considered a “City Based Business” unless evidence satisfactory to the Purchasing Department has been submitted with each bid (forms are included in the bidding documents) by said business to establish that it has a bona fide principal place of business in the City of Meriden. Such evidence may include evidence of ownership or a long-term lease of real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

In determining the lowest responsible bidder, the Purchasing Department shall also consider the following:

- 1) Any City Based Business bidder who has submitted a bid not more than ten (10) percent higher than the low bid.

Such City Based Business shall agree to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than the same time of the bid opening on the next business day following the opening of the bid.

If more than one City Based Business bidder have submitted bids not more than ten (10) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be the one which has submitted the lowest bid.

This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.

2) The Lowest Responsible Bidder:

- a. A Contract will not be awarded to any corporation, firm or individual who is in arrears to the City of Meriden, Connecticut by debt, contract, firm or who is in default as security or otherwise by any obligation to the City of Meriden, Connecticut.
- b. In the event that there is a discrepancy between price written in words and the price in figures, the price written in words shall govern.
- c. The City reserves the right to increase or decrease the quantity of each item bid upon at the same bid price stated in the proposal form.
- d. The delivery date may be a factor considered in awarding a bid and may result in an award to a vendor other than the lowest bidder.
- e. The City reserves the right to correct any award erroneously made as a result of a clerical error.
- f. The right is reserved to reject any or all bids, in whole or in part, to award any items, group of items, or total Bid, and to waive informality or technical defects, if it is deemed in the best interest of the City of Meriden.

11. Corrections:

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

INSTRUCTIONS TO BIDDERS FOR B020-13: Page 4

12. Obligation of Bidder:

- a. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the Specifications and other Bid Documents (including any addendum or addenda). The failure or omission of any bidder to receive or examine any form, instrument or document which has been sent to the address given by such bidder, or the failure of the bidder to familiarize themselves with the conditions relative to the specifications, shall in no way relieve any obligation in respect to the bid.
- b. The bidder is responsible for submitting a bid that will conform to all existing Federal, State of Connecticut, and City of Meriden Statutes, Ordinances, and Regulations. Attention is called specifically to the State requirement relative to the licensing of corporations and Registrations of partnerships and fictitious names.
- c. Where it is the intent of the specifications to describe a vehicle or a piece of equipment, the vehicle or equipment shall meet all State and Federal health, safety and environmental standards, as applicable. All parts and attachments not specifically described, but necessary to complete the equipment, shall be furnished conforming to the highest standards of quality workmanship provided by accepted engineering practices as indicated in the specifications, and shall comply with any applicable requirements of the Occupational Safety and Health Act (OSHA).

13. “Or Equal”

Whenever a material, article or piece of equipment is identified in the Bidding Documents by reference to manufacturers’ or vendors’ names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design, will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Purchasing Officer, and recommendation from the user agency or department, to be of equal substance and function.

14. Patents:

The Bidder shall hold and save the City and its’ officers, agents, servants, and employees harmless from liability of any nature or kind, including the cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Bid, including its use by the City unless otherwise specifically stipulated in the Bidding Documents.

15. Payment:

- a. The City, unless stated otherwise in the Bidding Documents, will make payment to the vendor not less than thirty (30) days following delivery of the item(s) or service(s).
- b. Cash discounts offered shall be for at least a period of thirty (30) days, from date of delivery to be considered, otherwise, bids should be net.
- c. The City of Meriden is exempt from the payment of the excise taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut, under Connecticut General Statute 12-412, such taxes shall not be included in the bid price.

16. Delivery Date:

All of the item(s) or service(s) shall be delivered to the location as indicated in the general instructions, in the number of calendar days from the date of the City’s Notice of Award as specified by the bidder on the Proposal Forms. (Reference Article Five).

INSTRUCTIONS TO BIDDERS FOR B020-13: Page 5

17. A Contract shall not be awarded to any corporation, firm, or individual who is in arrears to the City by debt or Contract, or who is in default as surety or otherwise by any obligation to the City.

18. Termination:

As per Agreement(s) and the City's rights as set forth herein, shall be in addition to the City's other rights in case of Bidder default, whether set forth in the Agreement(s) or not.

19. Default Beyond Control:

The Bidder shall not be liable for damages or for default due to causes beyond his/her control and without his/her fault or negligence, provided the Bidder exercises due diligence in promptly notifying the City of conditions which will result in delay, and provided further, if the Bidder's delay is caused by the default of a subcontractor or supplier, such default arises out of causes beyond the default of both the Bidder and subcontractor or supplier, and without the fault of negligence of either of them, and the supplies or service(s) to be furnished by the subcontractor were not obtainable from other sources.

20. Quality:

All materials, equipment, and supplies shall be subject to rigid inspection. If defective material, equipment or supplies are discovered, the Bidder shall remove or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the City of Meriden will in no way lessen the responsibility of the Bidder, or release him/her from his/her obligation to perform and deliver to the City, sound and satisfactory materials, equipment or supplies, or allow the cost to be deducted from any monies due him/her from the City of Meriden.

21. Non-Collusive Bid Statement:

All Bidders shall be required to provide a signed Non-Collusive Statement with this bid on the form provided as follows:

- a. The bid has been arrived at by the Bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or completion, and
- b. The Contents of the Bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the Bid, and will not be communicated to any such person prior to the official opening of the Bid.

22. Insurance:

The successful firm shall be required to provide a Certificate of Insurance indicating general liability, automobile liability, workers compensation liability and other coverages established by the City's Risk Manager.

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23. Ethics:

The City of Meriden Code of Ethics, Sections 21-1 through 21-15 of the City Code, are incorporated herein by reference and the terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City as a result of this Bid as if those terms were set forth in such contract or agreement.

Bidders are also advised that the Code of Ethics contains provisions with respect to paid contractors and former employees and officials. Copies of the Code of Ethics may be obtained from the City Clerk's Office.

BIDDERS SHOULD NOTE THAT CONTRACTS, AGREEMENTS AND BIDS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS, ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.

24. Awards in Case of a Tie:

In the event there are two or more responsible bidders, the decision will be based by the following, and in the following order:

1. The incumbent will be awarded the bid over that of another bidder.
2. In the case of a multi-item bid, if one bidder has been awarded other items from the same Bid and the other bidder has not, the bidder with the multiple awards will be awarded the bid over that of another bidder.
3. The bidder located in the State of Connecticut will be awarded the bid over that of another bidder.
4. By coin toss, the winner of the coin toss will be awarded the bid over that of another bidder.

25. Permit Fees:

The Contractor shall be responsible for obtaining all necessary permits required by the City of Meriden prior to commencement of work. Contact the Building Department at (203) 630-4091 for the required permits.

26. Assignment of Contract:

No contract may be assigned or transferred without the written consent of the Purchasing Officer or her designee. A minimum of 30 days written notice is required for assignment.

27. City Hall Closing:

If Meriden City Hall is closed for inclement weather, or any other unforeseen event, bids will be due at the same time on the next business day that City Hall is open.

INSURANCE REQUIREMENTS

B020-13

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City Meriden as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation and Professional Liability. All policies except Professional Liability should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the City of Meriden.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Professional Liability	Each Claim or Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Umbrella (Excess Liability) Follow Form	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the City of Meriden prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies.

GENERAL INSTRUCTIONS AND CONDITIONS
B020-13
LABORATORY TESTING
For:
MERIDEN WATER DEPARTMENT

Sealed bids, subject to the general instructions, conditions and specifications as provided, will be received by the Purchasing Officer of the City of Meriden in Room 210, City Hall, Meriden, CT until: **February 25, 2020 at 11:00 AM** prevailing local time, and thereafter immediately opened and read in public.

1. PROPOSALS:

Proposals are to be submitted in **two sets, one must be an original and one can be a copy.** They must be submitted in a sealed envelope with a surety in the amount stipulated in the Invitation to Bid. When a Certified Check is the surety required only the following will be accepted: Certified Check, Money Order, Cashier's Check, Treasurer's Check, or Official Check.

BID WILL BE AUTOMATICALLY REJECTED FOR ANYONE SUBMITTING A SURETY
OTHER THAN THOSE SPECIFIED.

The sealed envelope must have the Bidder's name and address in the upper left-hand corner and the words "BID DOCUMENT"

for: B020-13 LABORATORY TESTING FOR THE MERIDEN WATER DEPARTMENT

To be opened on **February 25, 2020 at 11:00 AM** in the lower left hand corner.

Bids must be made out and signed in the corporate or other, name of Bidder, and must be fully and properly executed by an authorized person.

Bids received later than the time and date specified will not be considered.

Amendments to or withdrawal of bids received later than the time and date set for the bid opening will not be considered.

All spaces must be filled in with figures or words or your bid may be automatically rejected.

Bidders or their representatives may be present at the bid opening.

2. PRICE:

Prices bid must include delivery without extra compensation.

3. TAXES:

The City of Meriden is exempt from the payment of all excise taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut, such taxes should not be included in the bid price.

Exemption Certificates will be furnished, upon request, to the successful bidder.

GENERAL INSTRUCTIONS AND CONDITIONS FOR B020-13: Page 2

4. AWARD:

The Purchasing Officer reserves the right to make an award on the bid which, by the Officer's judgment and recommendation from the

Director of Public Utilities

following bid evaluations best meet the specifications and is deemed to be in the best interest of the City of Meriden.

The Purchasing Officer, upon the recommendation from the

Director of Public Utilities

further reserves the right to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if, in their judgment, the best interest of the City of Meriden will be so served.

5. DELIVERY OR LOCATION:

As per Specifications.

6. GUARANTEE OR OTHER:

Bidder's State Certification Number shall be stated on the Proposal Page.

7. PURCHASING CARD PAYMENTS (P-Card): This card is a Bank of America Visa Card. The City intends to use this card as payment for invoices and the contractor shall receive payment within 10 business days after invoice is received by the City of Meriden. Please state on Proposal Page if you are willing to accept this as payment.

8. ADDITIONAL INFORMATION:

For additional information contact:

Meriden Purchasing Department Meriden, CT 06450 at (203) 630-4115

All questions should be sent to: meridenpurchasing@meridenct.gov

Addenda will be posted to the City website no later than three (3) days prior to bid due date. It will be the Bidder's responsibility to periodically check the City website (www.cityofmeriden.org) for updates regarding this bid.

**SPECIAL INSTRUCTIONS TO BIDDERS
FOR B020-13 LABORATORY TESTING FOR THE WATER DEPARTMENT**

This bid is valid for three (3) years beginning **July 1, 2020** and ending on **June 30, 2023**. It is the City's intention to award this bid to one bidder. However, the City reserves the right to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden. All prices bid shall be inclusive of all transportation costs; no fuel charges will be paid.

EXTENSION OF AGREEMENT:

No later than thirty (30) days prior to the expiration of the resulting agreement, the parties may, by mutual agreement, extend them for up to two (2) additional one (1) year terms.

SUBMITTALS:

Submit one original bid and one (1) additional copy of your submittal.

END OF SPECIAL INSTRUCTIONS

GENERAL NOTES/REQUIREMENTS **B020-13**

1. Reporting (Electronic Data Interchange-EDI)
Laboratories shall be required to submit all applicable water quality data electronically to the Drinking Water Section (DWS) in the format approved by the Drinking Water Section (State Website- www.dph.state.ct.us/BRS/Water/Utility/WQ/EDI.htm) (Check for any updates)

Laboratories shall be required to use the latest State forms. These forms/instructions can be found on the State's website- www.dph.state.ct.us/BRS/water/DWD.htm (Check for any updates) These forms must be filled out correctly. Submit e-files and CD for CRR Requirements (end of year). The successful laboratory is hereby notified and agrees that failure to submit reports to the State Health Dept/Water Division within the proper time frame (state requirements), may result in a fine to the City of Meriden. Should the City be fined because of the lab's failure to submit the reports on time, the lab will be responsible for the fine. These reports/test results are to be carefully reviewed to insure they meet regulations and to insure that the proper forms are used and filled out correctly.

The successful laboratory at the start of their contract shall go over the reporting with the Water Division Staff. (This includes EDI, number of e-mail copies, etc)
2. As appropriate for the testing procedure, test results shall be made available for analysis within ten (10) working days, with most completed within seven (7) days.
3. Laboratories shall be required to provide all sampling materials. This includes, but is not limited to the following:
 - Proper sample containers/bottles
 - Lids and preservatives
 - Tags, Labels and Chain of Custody
 - Sampling instructions(100 ml plastic bottles with lids shall be used specifically for Bacteriological testing)
4. The successful laboratory shall provide any and all technical assistance, evaluation of data, and related service as required.
5. The successful laboratory shall be required to pick up samples at our Broad Brook Treatment Plant, Rt 70, Cheshire, CT 06410 or at other designated locations on a scheduled basis. Laboratory must contact staff after contract is awarded to set up schedule.
6. Laboratories shall stay current with the latest revision of the State Health Code and State/Federal testing requirements. Please refer to the above website for all the health regulations.
7. Laboratories shall list their qualified personnel, hours of operation and two (2) 24 hour emergency telephone numbers.
8. Laboratories must possess CT DPH Certifications and shall list their State Certification number on the proposal pages. Laboratories shall also list any other laboratories they will be using to perform Meriden's testing requirements. All prices bid shall be inclusive of all transportation costs; no fuel surcharges will be paid.
9. Billing- The successful laboratory will be required to submit monthly invoices to Meriden Water Div.
10. Cryptosporidium testing is to be performed by laboratories approved by EPA.
11. Lab will provide a year end summary of all tests performed for the Water Division on disk and electronically.

END OF GENERAL NOTES/REQUIREMENTS

MINIMUM SPECIFICATIONS FOR B020-13 LABORATORY TESTING

The following bacterial and chemical tests are expected to be required during the next fiscal year.

<u>TEST</u>	<u>TESTING INTERVAL</u>	<u>ESTIMATED NUMBER OF TESTS PER YEAR</u>
1. Total Coliform (See Note 1)	Weekly/Misc.	900
2. E. Coli (See Note 1)	Weekly/Misc.	72
3. Heterotrophic Bacteria (See Note 1)	Weekly/Misc.	175
4. Bacteriological Coliform Organisms (Untreated Water At Intake To Treatment Plant) (See Note 1)	Quarterly	40
5. NPDES Testing (5 Discharges) Parameters Include: pH, Totals (Al, Mn, Fe, Cu, Zn, Pb, Ni) Total Dissolved Solids Total Suspended Solids Total Settle able Solids Total Residual Cl ₂	Monthly	168
On the proposal page, these five items will be considered as on battery of tests.		
6. NPDES Testing Discharge Toxicity Evaluation (See Note 2)	Semi-Annual	16
7. Organic Chemicals (VOCs) (Phase II & V Regulations)	Annually	48
8. Inorganic Chemicals	Varies	20
9. Synthetic Organic Chemicals (SOCs) and Pesticides/Herbicides and PCB (Phase II & V Regulations)	Annually	16
10. Microscopic Analysis (See Note 3)	Varies	200

MINIMUM SPECIFICATIONS FOR B020-13: Page 2

11.	Lead and Copper Corrosion Parameters Testing Program	Annually	
	a. Temp.		18
	b. Lead		18
	c. Copper		18
	d. Alkalinity		18
	e. Calcium		18
	f. Specific Conductivity		18
	g. Ortho-Phosphate, as PO ₄		18
	h. pH		18
	i. Total Phosphate, as PO ₄		18
12.	Miscellaneous Tests	Varies	
	a. pH		
	b. Arsenic		
	c. Barium		
	d. Cadmium		
	e. Chromium		
	f. Cyanide		
	g. Fluoride		
	h. Iron		
	i. Lead		
	j. Manganese		
	k. Mercury		
	l. Nitrite Nitrogen		
	m. Nitrate Nitrogen		
	n. Nitrate Nitrogen plus Nitrite Nitrogen		
	o. Selenium		
	p. Silver		
	q. Sodium		
	r. Copper		
	s. Chlorides		
	t. Gross Hydrocarbons (oil base)		
	u. Chlorinated Hydrocarbons		
	v. Ortho-Phosphate		
	w. Total-Phosphate		
	x. Aluminum		
	y. Dissolved O ₂		
	z. Zinc		
	aa. Hardness		
13.	Lead Copper	Once/3 yrs Once/3 yrs	120 120
14.	TTHM/HAA' s	Quarterly Monthly	16 6
15.	Radioactivity	1/3 years	16

MINIMUM SPECIFICATIONS FOR B020-13: Page 3

16. LT2ESWTR - TESTING REQUIREMENTS

- Cryptosporidium Per Federal/State requirements (New Rule)
- E.Coli Per Federal/State requirements (New Rule) Considered > this one (1) test (approx. 48)
- Turbidity Per Federal/State requirements (New Rule)

17. LT2ESWTR - TESTING REQUIREMENTS

- E.Coli Per Federal/State requirements (New Rule) Considered > this one (1) test (approx. 48)
- Turbidity Per Federal/State requirements (New Rule)

18. Total Organic Carbon (TOC) Monthly
Total Alkalinity Monthly > Consider this one (1) test (approx. 100)

19. Giardia Viruses Varies

20. Surcharge Rates
24/48 hour Rush Service
72 hour Rush Service

MINIMUM SPECIFICATIONS FOR B020-13: Page 4

Note 1.

All testing shall be in accordance with the Public Health Code. Laboratory shall notify Water Department immediately, by phone if samples are out of compliance as per the Public Health Code.

Note 2:

Discharge Toxicity Evaluation

1. AQUATIC TOXICITY

Samples collected for determination of aquatic toxicity shall be tested using the NOAEL protocol specified in Section 22a-430-3(j)(7)(a) of Connecticut State Agencies.

The following additional specifications shall apply:

- a. Toxicity tests shall be initiated within 36 hours of sample collection.
- b. Toxicity tests shall employ neonatal (less than 24 hours old) DAPHNIA PULEX and juvenile (30 +/- 5 days old) Pimephales promelas as test species.
- c. Toxicity tests shall be 48 hours in duration.
- d. The permittee shall retain, for the period of time required by Section 22a-430-3(j)(9)(B) of the Regulations of Connecticut State Agencies, records of information necessary to verify the validity of aquatic toxicity test procedures, including, but not limited to, all records of organism mortality and environmental conditions noted during these tests.

2. CHEMICAL ANALYSIS

Tests are covered in Items 6 & 7. Chemical analysis shall be performed using methods approved in accordance with 40 CFR 136 which are capable of achieving a limit of detection below the level established as an effluent limitation.

Note 3:

Microscopic Analysis test results and recommended treatment shall be reported to the Water Department (by phone) within 48 hours after the receipt of the sample. The method to be used is as follows:

Standard Method #10200, concentration techniques, Section 2, membrane filtration utilizing the whipple grid with a stereoscopic microscope. (Read a minimum of two (2) slides).

Treatment recommendations shall be reported in pounds per million gallons of storage.



FINANCE DEPARTMENT
PURCHASING DIVISION
ROOM 210 CITY HALL
142 EAST MAIN STREET
MERIDEN, CONNECTICUT 06450-8022

ADAM B TULIN, MPA
PURCHASING OFFICER

PHONE 203-630-4115

SHALL BE SUBMITTED WITH BID

NON-COLLUSIVE BID STATEMENT

BID FOR: **B020-13 LABORATORY TESTING FOR THE MERIDEN WATER DEPARTMENT**

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition, and;
- (2) the contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purposes of inducing the City of Meriden to consider the bid and make an award in accordance therewith.

Legal Name of Bidder

Business Address

Please Print Name and Title of Person Authorized to Sign

Signature

Date

Phone Number
& Extension

Fax Number

e-mail address

REQUEST FOR STATUS AS A MERIDEN BASED BUSINESS B020-13

Bidders are specifically advised that the City of Meriden has adopted Code 3-13A which requires, but is not limited to, a local preference requiring, in part, that a "City based business" shall mean a business with its principal place of business located within the boundaries of the City of Meriden. A business shall not be considered a "City based business" unless evidence satisfactory to the Purchasing Department has been submitted with each bid by said business to establish that it has a bona fide principal place of business in the City of Meriden. Such evidence may include evidence of ownership or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

In determining the lowest responsible bidder, the Purchasing Department shall also consider the following:
1) Any City based business bidder which has submitted a bid not more than ten (10%) percent higher than the low bid.

Such City based business shall agree to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than the same time of the bid opening on the next business day following the opening of the bid.

If more than one City based business bidder have submitted bids not more than ten (10%) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one which has submitted the lowest bid.

This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.

The bidder may submit any additional information he/she desires that he/she feels establishes the company as a city based business, including but not limited to; evidence of ownership, a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

1) Name of Bidder: _____

2) Meriden's Office Address: _____

3) Type of ownership: Minority owned: _____ Yes _____ No

4) If a corporation, where incorporated: _____

5) Former name (if applicable): _____

6) The undersigned hereby authorizes and requests any persons, firms, or corporations to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Request for Status as a City Based Business.

Dated at: _____ this: _____ day of _____, 2020

Name of bidder: _____

By: _____ Title: _____

IF REQUESTING STATUS AS A MERIDEN BASED BUSINESS, SUBMIT THIS FORM WITH YOUR PROPOSAL.

STATEMENT OF BIDDER'S QUALIFICATIONS

B020-13

This Statement of Bidder's Qualifications is to be submitted by the Bidder at the time of the bid. All questions must be answered and the data given must be clear and comprehensive. The bidder may submit any additional information he/she desires. It is understood that when the City has executed an Agreement, to which these General Conditions are a part, it is in part done upon the reliance of the answers provided herein by the Bidder or the agent of the Bidder.

1. Firm Name: _____

2. Permanent main office address: _____

3. Type of ownership: Minority Owned _____ Yes _____ No

4. Year Established?: _____

5. If a corporation, where incorporated: _____

6. How many years have you been engaged in business under your present firm name? _____

7. Former firm name?: _____

8. Personnel: Total _____ Total licensed or certified _____

9. Have you ever failed to complete any contract awarded to you? If so, where and why?

10. Please list qualified personnel and proper instrumentation to perform the various test:

11. List similar work performed within the past Five (5) Years, Including the Name and Location of Municipality; Water Authority and Location; Sewer Authority and Location; Contact Person and Telephone Number; Type of Tests; Scope and Cost of Work:

Bidder's Qualifications for B020-13 Laboratory Testing: Page 2

12. State your hours of operation:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

13. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 2020

Name of Bidder: _____

By: _____

Title: _____

PROPOSAL PAGE

**B020-13
LABORATORY TESTING
MERIDEN WATER DEPARTMENT**

For:
For:

Date of Opening February 25, 2020
11:30 AM, Prevailing Local Time

TO: Adam B Tulin, MPA
Purchasing Officer
142 East Main Street, Room 210
Meriden, CT 06450-8022

The undersigned, _____, doing business in the City/Town
of _____, in the State of _____, submits herewith, in conformity
with the general instructions, conditions and specifications the following proposal:

1. Total Coliform (See Note 1) approximately of 900 test per year:
PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

2. E. Coli (see Note 1) approximately 72 tests per year:
PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

3. Heterotrophic Bacteria (See Note 1) approximately 175 test per year:
PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

4. Bacteriological Coliform Organisms (See Note 1) approximately 40 test per year:
PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

CONTINUED ON NEXT PAGE

5. NPDES Testing (5 discharges), approximately 168 test per year:
LUMP SUM PRICE TO PERFORM ONE BATTERY OF TESTS (see Item 6 – Minimum Spec.):
PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

6. NPDES Testing – Discharge Toxicity Testing (See Note 2), approximately 16 tests per year:
PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

7. Organic Chemicals (VOCs) (Phase II & V Regulations), approximately 48 tests:
PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

8. Inorganic Chemicals, approximately 20 tests:
PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

9. Synthetic Organic Chemicals (SOCs) and Pesticides/Herbicides and PCB (Phase II & V Regulations),
approximately 16 test per year:
PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

10. Microscopic Analysis (See Note 3), approximately 200 tests per year:
PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

11. LEAD AND COPPER CORROSION PARAMETERS TESTING PROGRAM:

a. Temperature, approximately 18 test per year:
PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

b. Lead, approximately 18 tests per year:
PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

c. Copper, approximately 18 tests per year:
PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

d. Alkalinity, approximately 18 tests per year:
PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

e. Calcium, approximately 18 tests per year:
PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

f. Specific Conductivity, approximately 18 tests per year:
PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

g. Ortho-Phosphate, approximately 18 tests per year:
PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

h. pH, approximately 18 tests per year:
PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

11. LEAD AND COPPER CORROSION PARAMETERS TESTING PROGRAM - CONTINUED:

i. Total Phosphate, approximately 18 tests per year:
PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

12. MISCELLANEOUS TESTS:

a. pH: PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

b. Arsenic: PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

c. Barium: PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

d. Cadmium: PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

e. Chromium: PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

f. Cyanide: PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

g. Fluoride: PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

h. Iron: PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

Company Name: _____

12. MISCELLANEOUS TESTS - Continued:

i. Lead: PRICE PER TEST:

Written Figures

\$ _____
Dollars & Cents

j. Manganese: PRICE PER TEST:

Written Figures

\$ _____
Dollars & Cents

k. Mercury: PRICE PER TEST:

Written Figures

\$ _____
Dollars & Cents

l. Nitrite Nitrogen: PRICE PER TEST:

Written Figures

\$ _____
Dollars & Cents

m. Nitrate Nitrogen: PRICE PER TEST:

Written Figures

\$ _____
Dollars & Cents

n. Nitrate Nitrogen plus Nitrite Nitrogen: PRICE PER TEST:

Written Figures

\$ _____
Dollars & Cents

o. Selenium: PRICE PER TEST:

Written Figures

\$ _____
Dollars & Cents

p. Silver: PRICE PER TEST:

Written Figures

\$ _____
Dollars & Cents

q. Sodium: PRICE PER TEST:

Written Figures

\$ _____
Dollars & Cents

12. MISCELLANEOUS TESTS - Continued:

r. Copper: PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

s. Chlorides: PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

t. Gross Hydrocarbons (oil base): PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

u. Chlorinated Hydrocarbons: PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

v. Ortho-Phosphate: PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

w. Total-Phosphate: PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

x. Aluminum: PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

y. Dissolved O2: PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

z. Zinc: PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

aa. Hardness: PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

13. a. Lead, Yearly approximately 32 test:
PRICE PER TEST:

Written Figures

\$ _____
Dollars & Cents

b. Copper, Yearly, approximately 32 tests:
PRICE PER TEST:

Written Figures

\$ _____
Dollars & Cents

14. a. TTHM/HAA's, Quarterly, approximately 16 tests:
PRICE PER TEST:

Written Figures

\$ _____
Dollars & Cents

b. TTHM/HAA's, Monthly, approximately 6 tests:
PRICE PER TEST:

Written Figures

\$ _____
Dollars & Cents

15. Radioactivity, 1/3 years, approximately 16 tests:
PRICE PER TEST:

Written Figures

\$ _____
Dollars & Cents

16. LT2ESWTR-TESTING REQUIREMENTS: Approximately 48, See item 16
Cryptosporidium, E.Coli, Turbidity are to be considered one test

LUMP SUM TO PERFORM ONE BATTERY OF TESTS (See item 16 – Minimum Spec.):

Written Figures

\$ _____
Dollars & Cents

17. LT2ESWTR- TESTING REQUIREMENTS: Approximately 48, See item 17
Consider E.Coli Turbidity one test):

LUMP SUM TO PERFORM ONE BATTERY OF TESTS (See item 17 – Minimum Spec.):

Written Figures

\$ _____
Dollars & Cents

18. Total Organic Carbon (TOC) and Total Alkalinity - Approximately 100 - MONTHLY - consider Total Organic Carbon (TOC) and Alkalinity one test:

LUMP SUM TO PERFORM ONE BATTERY OF TESTS (See item 18 – Minimum Spec.):

_____ \$ _____
Written Figures Dollars & Cents

19. Girardia Viruses, Testing Varies:

PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

20. a. **Additional Surcharge**, per test, for 24-48 hour rush service:

PRICE PER TEST:

_____ \$ _____
Written Figures Dollars & Cents

b. **Additional Surcharge**, per test, 72 hour Rush Service

_____ \$ _____
Written Figures Dollars & Cents

STATE CERTIFICATION NUMBER: _____

WILL YOUR COMPANY ACCEPT A P-CARD AS PAYMENT? Yes _____ No _____

PAYMENT TERM DISCOUNT: _____% net _____

DOES THIS DISCOUNT APPLY WHEN PAYING WITH A P-CARD? Yes _____ No _____

**AGREEMENT FOR B020-13 LABORATORY TESTING
FOR THE MERIDEN WATER DEPARTMENT**

This AGREEMENT, made as of this _____ day of _____ 2020, by and between the City of Meriden, hereinafter called the "CITY" and _____ hereinafter called the "CONTRACTOR".

WHEREAS, the City is seeking a Contractor for Laboratory Testing; and

WHEREAS, the Contractor is in the business of providing such services;

NOW THEREFORE, the parties mutually agree as follows:

- 1) **AGREEMENT OF THE PARTIES:** The City hereby contracts for, and the Contractor hereby agrees to provide all labor and materials for Laboratory Testing, under the director of the Director of Public Utilities or his designated representative, at the locations specified by the City, as requested.
- 2) **SCOPE OF SERVICES:** The Contractor shall perform all of those duties and responsibilities as listed in the attached minimum specifications.
- 3) In the event of any dispute concerning Laboratory Testing, the City of Meriden's judgment shall be final.
- 4) The agreement shall begin July 1, 2020 and end June 30, 2023 unless extended or terminated.
- 5) A. The City shall pay the Contractor:

 In accordance with the proposal pages.
- 6) **AUDITS:** At any time during normal business hours, and as often as maybe deemed necessary, the Contractor shall make available for examination of all records with respect to all matters covered by this Agreement and will permit authorized City, State, and/or Federal Officials to audit, inspect, examine and make excerpts or transcripts, from such records and to make audits of all contracts, invoices, payrolls, and other data relating to all matters covered by this Agreement.
- 7) It is understood that under this Agreement, the services of the Contractor shall be as an independent Contractor and not as an employee of the City, and that persons employed by said Contractor providing services under this Agreement shall be the employees of the Contractor and not of the City.
- 8) The Contractor shall assume full responsibility for conforming to all requirements for Laboratory Testing and save the City and its Agents harmless from any and all claims that could arise in such operations.
- 9) **INSURANCE:** The Contractor shall provide and maintain a Certificate of Insurance for the duration of this Agreement naming the City of Meriden as ADDITIONAL INSURED and with the types and limits stated in the Insurance Requirements section.

AGREEMENT for B020-13 Laboratory Testing: Page 2

10) TERMINATION: The City may terminate the contract for cause.

11) The BIDDING DOCUMENTS are hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

CONTRACTOR:

_____ Date: _____

Duly Authorized

CITY OF MERIDEN:

_____ Date: _____

Timothy P. Coon, City Manager
Duly Authorized