

LEGAL NOTICE

INVITATION TO BID

The City of Meriden is accepting sealed bids for:

B020-19 LABORATORY TESTING

For:

THE WATER POLLUTION CONTROL FACILITY

The City of Meriden, Water Pollution Control Facility, is looking to enter into a multi-year agreement for various 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 11:30 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 B020-19

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 B020-19: 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. Bidders are encouraged to check the website regularly for addenda. Failure of any bidder to receive any such Addenda 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 B020-19: Page 3

10. Method of Award – Lowest Qualified Bidder: (Continued)

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.

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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).

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.

INSTRUCTIONS TO BIDDERS FOR B020-19: Page 5

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.

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.

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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

B020-19

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
B020-19
LABORATORY TESTING
For:
THE WATER POLLUTION CONTROL FACILITY

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 11:30 AM prevailing local time, and thereafter immediately opened and read in public.

1. PROPOSALS:

Proposals are to be submitted on the attached proposal forms 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: **B020-19 LABORATORY TESTING**

To be opened on **February 25, 2020 at 11:30 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.

GENERAL INSTRUCTIONS AND CONDITIONS FOR B020-19: Page 2

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.

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:

Water Pollution Control Facility
226 Evansville Avenue
South Meriden, CT 06451

6. GUARANTEE OR OTHER:

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

7. ADDITIONAL INFORMATION:

For additional information contact: Meriden Purchasing Department, Meriden, CT 06450
Telephone (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 B020-19

All prices shall be valid for a period of three calendar years ending June 30, 2023.

The bid is valid for three (3) years beginning July 1, 2020 and ending 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.

PLEASE NOTE: Please state on the Proposal Page if your company is willing to accept a VISA credit card (P-Card) as payment for invoices.

EXTENSION OF AGREEMENT:

No later than thirty 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.

INVOICING:

The City of Meriden requires Purchase Order numbers on all correspondence. Failure to supply this information may result in delay of payment. All invoices must be mailed to the Water Pollution Control Facility, 226 Evansville Avenue, South Meriden CT 06451.

SUBMITTALS:

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

END OF SPECIAL INSTRUCTIONS

B020-19 - MINIMUM SPECIFICATIONS FOR ITEM 1
ACUTE TOXICITY TESTING

- 1) Laboratory shall provide all necessary sample containers and a courier to transport samples from Meriden WPCF to Laboratory facility while adhering to all necessary sample holding times. All chemical analyses shall be performed using the methods approved pursuant to the Code of Federal Regulations, Part 136 of Title 40.
- 2) Analyses for Acute Aquatic Toxicity shall be scheduled quarterly during the months of March, June, September, and December.
- 3) Samples for monitoring of Acute Aquatic Toxicity shall be handled as prescribed in "Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms (EPA-821-R-02-012).

Chemical analyses of the parameters identified in Table 1 shall be conducted on an aliquot of the same sample tested for the Acute Aquatic Toxicity. Strict adherence to NPDES permit specifications and minimum detection limit shall be followed as outlined in **Table A**.

At a minimum, pH, specific conductance, total alkalinity, total hardness, and total chlorine residual shall be measured in the effluent sample and, during Acute Toxicity tests, in the highest concentration of the test and in the dilution (control) water at the beginning of the test and at test termination. Dissolved oxygen, pH, and temperature shall be measured in the control and all test concentrations at the beginning of the test, daily thereafter, and at test termination.

4) Tests for Acute Aquatic toxicity shall be conducted as prescribed for static non –renewal acute tests in "Methods for Measuring the Acute Aquatic Toxicity of Effluents and Receiving Waters to Fresh and Marine Organisms" (EPA 821-R-02-012), except as specified below:

- a. For Acute Aquatic toxicity limits, and for monitoring only conditions, expressed as NOAEL value, Pass/Fail (single concentration) tests shall be conducted at a specified Critical Test Concentration equal to the Aquatic Toxicity Limit, (100% in the case of monitoring only conditions), as prescribed in Section 22a-430-3(j)(7)(A)(i) of the RCSA.
- b. Organisms shall not be fed during the test.
- c. Synthetic freshwater prepared with deionized water adjusted to a hardness of 50+/-5 mg/L as CaCO₃ shall be used as dilution water in the test.
- d. Copper nitrate shall be used as the reference toxicant.

5) Monitoring for Acute Toxicity to determine compliance shall be conducted for 48 hours utilizing neonatal (less than 24 hours old) *Daphnia pulex* and larval (1-14 day old with no more than 24 hours range in age) *Pimephales promelas*.

B020-19 - MINIMUM SPECIFICATIONS FOR ITEM 2
CHRONIC AQUATIC TOXICITY TESTING

- 1) Laboratory shall provide all necessary sample containers and a courier to transport all samples from Meriden WPCF to Laboratory facility while adhering to all necessary sample holding times. All chemical analyses shall be performed using the methods approved pursuant to the Code of Federal Regulations, Part 136 of Title 40.

- 2) Chronic Aquatic Toxicity shall be conducted annually during either the months of July, August, or September of each year.
- 3) Chronic Aquatic Toxicity tests shall be performed in accordance with the test methodology established in "Short-Term Methods for Establishing the Chronic Toxicity of Effluents and Receiving Water to Freshwater Organisms" (EPA -821-R -02-013) as reference in 40CFR 136 for Ceriodaphnia survival and reproduction and Fathead minnow larval survival and growth.
- 4) Chronic Aquatic Toxicity tests shall utilize a minimum of five effluent dilutions prepared using a dilution factor of 0.5 (100 % effluent, 50 % effluent, 25 % effluent, 12.5 % effluent, 6.25 % effluent).
- 5) Quinnipiac River water collected immediately upstream shall be used as control (0% effluent) and dilution water in the toxicity tests.
- 6) A laboratory water control consisting of synthetic freshwater prepared in accordance with EPA- 82 1- R- 02-013 at a hardness of 50+/- mg/L CaCO₃ shall be used as an additional control (0 % effluent) in the toxicity test.
- 7) Daily composite samples of the effluent and grab samples of the Quinnipiac River for use as site water control and dilution water, shall be collected on day 0 for test solution renewal on day 1 and day 2 of the test; day 2 for test solution renewal on day 3 and day 4 of the test; and day 4, for test solution renewal for the remainder of the test. Sample shall not be pH or hardness adjusted, or chemically altered in any way.
- 8) All samples of the effluent and the Quinnipiac River water used in the Chronic Aquatic Toxicity test shall be analyzed for the parameters in **Table A**. Strict adherence to NPDES permit specifications and minimum detection limit shall be followed.

B020-19 - MINIMUM SPECIFICATIONS FOR ITEM 3 DEWATERED SLUDGE ANALYSES

- 1) Laboratory shall provide all necessary sample containers and a courier to transport all samples from Meriden WPCF to Laboratory facility while adhering to all necessary sample holding times.
- 2) Analyses for Dewatered Sludge shall be scheduled as Annual testing (per Synagro contract), Quarterly testing (per Synagro contract), or NPDES Permit testing as defined in **Table B**. Analysis shall be scheduled during the months of February, April, June, August, October, and December.
- 3) Testing for inorganic pollutants shall follow "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods", EPA Publication SW-846 as updated and /or revised.

B020-19 - MINIMUM SPECIFICATIONS FOR ITEM 4 STORM WATER MONITORING

- 1) Laboratory shall provide all necessary sample containers and a courier (if possible due to unknown sampling schedule) to transport all samples from Meriden WPCF to Laboratory facility, while adhering to all necessary sample holding times.
- 2) Storm Water monitoring shall be conducted semi-annually between October 1 to March 31 and April 1 to September 30.

3) Acute toxicity bio-monitoring shall be conducted according to the procedures specified in "Methods for Measuring the Acute Toxicity of Effluents and receiving Waters to freshwater and Marine Organisms", 5th edition (EPA 821-R-02-012). The following specific conditions apply:

- a. Test shall employ neonatal (<24 hr) *Daphnia pulex* as test organism.
 - b. Test shall be conducted at 20°C +/- 1 degree. Test shall be 48 hours in duration.
 - c. The sample shall not be hardness or pH adjusted or altered in any way.
 - d. Synthetic freshwater prepared as described in EPA 821-R-02-012 and adjusted to a hardness of 50 +/- 5 mg/L as CaCO₃ shall be used as dilution water in all tests.
 - e. The following test dilution series shall be utilized, expressed as percent storm water sample: 100%, 50%, 25%, 12.5%, 6.25%, and 0%.
 - f. A minimum of twenty test organisms shall be exposed to each storm water concentration, with each test concentration containing a minimum of four test chambers. Each test chamber shall contain a minimum of five test organisms.
 - g. Test organisms shall not be fed during the test period.
 - h. Test results shall be reported as the LC50 value determined using the procedure specified in EPA 821-R-02-012.
 - i. Toxicity test shall be initiated within 36 hours of sample collection.
 - j. Any test in which the survival of test organisms is less than 90 % in the combined control test vessel or failure to achieve test conditions as specified, such maintenance of environmental controls, shall constitute an invalid test and will require re-sampling and re-testing
- 4) Chemical/Microbiological analyses shall be conducted on an aliquot of the same sample tested for the Acute Aquatic Toxicity and are outlined in **Table C**.

B020-19 - MINIMUM SPECIFICATIONS FOR ITEM 5
MISCELLANEOUS ANALYTES PRICED PER TEST

- 1) Laboratory shall provide all necessary sample containers and a courier to transport samples from Meriden WPCF to Laboratory facility while adhering to all necessary sample holding times. All chemical analyses shall be performed using the methods approved pursuant to the Code of Federal Regulations, Part 136 of Title 40.
- 2) **Bid Price per analyte as necessary: BOD, TKN, NH3-N, TP, OP, NO2-N and NO3-N**

Table A: Parameters for Acute and Chronic Toxicity

PARAMETER	UNIT	Maximum daily limit	Minimum Level Analysis*
NOAEL Static 48 hr Acute D. Pulex NOAEL = 100 %	% survival	≥ 90 %	
NOAEL Static 48 hr Acute Pimephales NOAEL = 100%	% survival	≥ 90 %	
Aluminum, Total	mg/L		0.050 mg/L
Antimony, Total	mg/L		0.010 mg/L
Arsenic, Total	mg/L		0.005 mg/L
Beryllium, Total	mg/L		0.001 mg/L
BOD ₅	mg/L		
Cadmium, Total	mg/L		0.0005 mg/L
Chromium, Hexavalent	mg/L		0.010 mg/L
Chromium, Total	mg/L		0.005 mg/L
Chlorine, Total Residual	mg/L		0.050 mg/L
Copper, Total	mg/L		0.005 mg/L
Cyanide, Amenable	mg/L		
Cyanide, Total	mg/L		0.010 mg/L
Iron, Total	mg/L		0.040 mg/L
Lead, Total	mg/L		0.005 mg/L
Mercury, Total	mg/L		0.0002 mg/L
Nickel, Total	mg/L		0.005 mg/L
Nitrogen, Ammonia (total as N)	mg/L		
Nitrogen, Nitrate (total as N)	mg/L		
Nitrogen, Nitrite (total as N)	mg/L		
Phosphorus, Total	mg/L		0.05 mg/L
Phenols, Total	mg/L		
Selenium, Total	mg/L		0.005 mg/L
Silver, Total	mg/L		0.002 mg/L
Suspended Solids, total	mg/L		
Thallium, Total	mg/L		0.005 mg/L
Zinc, Total	mg/L		0.020 mg/L

* The minimum levels specified represent the concentration at which quantification must be achieved and verified during the chemical analyses for the parameter identified. Analyses for these parameters must include check standards within ten percent of the specified Minimum level or calibration points equal to or less than the specified Minimum level.

Table B: Parameters for Dewatered Sludge Analysis

PARAMETER		Annual	Quarterly	NPDES
Benzene	TCLP Volatile Organic Compounds (8260)	x		
Carbon Tetrachloride		x		
Chlorobenzene		x		
Chloroform		x		
1,4 Dichlorobenzene		x		
1,2 Dichloroethane		x		
1,1 Dichloroethylene		x		
Methyl Ethyl Ketone		x		
Tetrachloroethylene		x		
Trichloroethylene		x		
Vinyl Chloride		x		
Corrosivity/pH	9045	x		
Flash Point/Ignitibility	1030	x		
Reactivity: Cyanide		x		
Reactivity: Sulfide		x		
Percent Total Sulfur		x		
Arsenic	TCLP Inorganic Compounds (6010)	x		
Barium		x		
Cadmium		x		
Chromium		x		
Lead		x		
Mercury		x		
Selenium		x		
Silver		x		
Chlorodane	TCLP Semi-Volatile Organic Compounds(8081/8151/8270)	x		
Total (Cresol)		x		
o-Cresol		x		
m-Cresol		x		
p-Cresol		x		
2,4 D		x		
2,4 Dinitrotoluene		x		
Endrin		x		
Heptachlor & Epoxide		x		
Hexachlorobenzene		x		
Hexachloro-1,3 butadiene		x		
Hexachloroethane		x		
Lindane		x		
Methoxychlor		x		
Nitrobenzene		x		
Pentachlorophenol		x		
Pyridine		x		
Toxaphene		x		
2,4,5 Trichlorophenol		x		
2,4,6 Trichlorophenol		x		
2,4 5 -TP (Silvex)		x		

PARAMETER		Annual	Quarterly	NPDES
Aluminum, Total		x	x	
Arsenic, Total		x	x	x
Beryllium, Total		x	x	x
Cadmium, Total		x	x	x
Chromium, Total		x	x	x
Copper, Total		x	x	x
Lead, Total		x	x	x
Mercury, Total		x	x	x
Nickel, Total		x	x	x
Phosphorus, Total		x	x	
Selenium		x	x	
Zinc		x	x	x
PCBs		x	x	x
Percent Fixed Solids		x	x	x
Percent Total Solids		x	x	x
Percent Volatile Solids		x	x	x

Table C: Parameters for Storm Water Analysis

Acute toxicity
COD, mg/L
Total Oil and grease, mg/L
pH, SU
Total Suspended Solids, mg/L
Total Phosphorus, mg/L
Total Kjeldahl Nitrogen, mg/L
Nitrate as Nitrogen, mg/L
Total Copper, mg/L
Total Lead, mg/L
Total Zinc, mg/L
E. Coli, colonies/100mL

END OF MINIMUM SPECIFICATIONS



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: **B020-19 LABORATORY TESTING**

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 **B020-19**

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**B020-19**

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:

CONTINUED ON NEXT PAGE

Bidder's Qualifications for B020-19 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: _____

PLEASE SUBMIT THIS FORM WITH PROPOSAL

PROPOSAL
B020-19

For: **LABORATORY TESTING**

For: **WATER POLLUTION CONTROL FACILITY**

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

TO: Adam B Tulin, MPA
Purchasing Officer
142 East Main Street
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:

- 1) **ACUTE TOXICITY TEST**, per the Minimum Specifications:
PRICE PER TEST PER QUARTERLY:

Written Figures \$ _____
Dollars & Cents

- 2) **CHRONIC AQUATIC TEST**, per the Minimum Specifications:
PRICE PER TEST PER YEAR:

Written Figures \$ _____
Dollars & Cents

- 3) **DEWATERED SLUDGE ANALYSIS**, per the Minimum Specifications:
PRICE PER TEST ANNUAL ANALYTES:

Written Figures \$ _____
Dollars & Cents

PRICE PER TEST QUARTERLY ANALYTES:

Written Figures \$ _____
Dollars & Cents

PRICE PER TEST PER NPDES PERMIT ANALYTES:

Written Figures \$ _____
Dollars & Cents

4) STORM WATER MONITORING, per the Minimum Specifications:

PRICE PER TEST:

_____	\$ _____
Written Figures	Dollars & Cents

5.) Miscellaneous Analytes

PRICE PER ANALYTE PER TEST:

BOD:	_____	\$ _____
	Written Figures	Dollars & Cents

TKN:	_____	\$ _____
	Written Figures	Dollars & Cents

NH3-N	_____	\$ _____
	Written Figures	Dollars & Cents

TP:	_____	\$ _____
	Written Figures	Dollars & Cents

OP	_____	\$ _____
	Written Figures	Dollars & Cents

NO2-N:	_____	\$ _____
	Written Figures	Dollars & Cents

NO3-N:	_____	\$ _____
	Written Figures	Dollars & Cents

STATE CERTIFICATION NUMBER: _____

CONTINUED ON NEXT PAGE

PROPOSAL PAGE FOR B020-19 - CONTINUED: PAGE 3

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 _____

Name of Bidder: _____

Address: _____

_____ Zip Code _____

By: _____
(Please print or type) Title

Signature: _____

Is your business Minority Owned? YES _____ NO _____

Dated: _____ Telephone: _____ Fax: _____ E-Mail: _____

PLEASE NOTE: All spaces must be filled in with figures or words or your bid will be automatically rejected. Attach your CERTIFIED CHECK, the Non-Collusive Bid Statement, Statement of Bidder's Qualifications and where applicable the Request for Status as a Meriden Based Business.

**AGREEMENT FOR B020-19 LABORATORY TESTING
FOR THE WATER POLLUTION CONTROL FACILITY**

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 desirous of engaging a Contractor for Various Laboratory Tests, 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 materials, etc., as stated in the specifications for Various Laboratory Tests, under the direction of the Superintendent of the Water Pollution Control Facility, or his designated representative, as stated in the minimum specifications and at the locations 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 these services, the City'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 Acute Toxicity Testing and save the City and its Agents harmless from any and all claims that could arise in such Testing Services.
- 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.

10) TERMINATION: The City or the Contractor shall have the right without cause to terminate within fifteen (15) days following the written notification to the other party to that effect by Certified Mail or personal delivery by agent, and upon the expiration of said fifteen (15) day period, this Agreement shall be null and void and all rights established herein shall end and terminate. It shall not be necessary for either party to state a reason for such termination.

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:

Duly Authorized

Date: _____

CITY OF MERIDEN:

Timothy P Coon, City Manager
Duly Authorized

Date: _____