

UNIVERSITY AREA JOINT AUTHORITY  
STATE COLLEGE  
CENTRE COUNTY, PENNSYLVANIA

CONTRACT #2008-02

CONTRACT & SPECIFICATIONS FOR  
WASTEWATER FACILITY LABORATORY ANALYSIS

AUGUST 2008

## INVITATION TO BID

Sealed Bids will be received by the University Area Joint Authority in their offices at 1576 Spring Valley Road, State College, Centre County, Pennsylvania, 16801 until 2:00 PM prevailing time, September 4<sup>th</sup>, 2008, at which time they will be opened and read aloud. The bids are to be for the purchase of:

1. CONTRACT #2008-02, WASTEWATER FACILITY LABORATORY ANALYSIS

Instructions to Bidders, Specifications and Forms of Contracts may be obtained at the office of the Authority. All Proposals shall be on the Bid Form and shall be irrevocable for a period of sixty (60) days after the opening of Bids.

The University Area Joint Authority reserves the right to waive any defects, errors, omissions, mistakes, informalities, to accept any bid or combination of bids that are deemed to be in the best interest of the Authority, and to reject any or all bids.

Please be advised that the University Area Joint Authority will not discriminate against any interested firms or individuals in regard to race, creed, color, sex, age, handicap or national origin in the selection process.

Please contact Diane Cowan at 814-238-5361 between the hours of 8 a.m. and 4 p.m. with questions.

University Area Joint Authority

Cory R. Miller, Executive Director

Dated: August 2008

FORM OF BID

FOR: WASTEWATER FACILITY LABORATORY ANALYSIS

TO: University Area Joint Authority  
1576 Spring Valley Road  
State College, Pa. 16801

Pursuant to and in accordance with your advertisement for bids dated August 24<sup>th</sup> and August 27<sup>th</sup>, 2008 and the Instructions to Bidders relating thereto, the Undersigned having carefully examined the Specifications and other Contract Documents hereby proposes to furnish WASTEWATER FACILITY LABORATORY ANALYSIS in accordance with the Specifications and all Addenda issued by the Owner and mailed to the Undersigned a minimum of three (3) working days prior to the opening of Bids whether received by the undersigned or not, complete, and ready for use, for the lump sum price set forth in the following Schedule.



## BIDDER'S REPRESENTATION

The undersigned hereby represents as follows:

1. That this Bid is made without connection with any person, firm, or corporation making a bid for the same laboratory analysis, and is in all respects fair and without fraud or collusion;
2. That no officer, agent or employee of the University Area Joint Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder; and,
3. That no representation, statement or statements, oral or in writing, has induced vendor to enter into this contract excepting only those contained in the Contract Documents or made a part hereof by its terms.

The undersigned hereby designates as their office to which any notice of acceptance may be mailed, faxed, telegraphed or delivered:

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This bid may be withdrawn at any time prior to the scheduled time for opening of bids or any authorized postponement thereof.

WITNESS:

\_\_\_\_\_

INDIVIDUAL:

\_\_\_\_\_ (SEAL)

WITNESS:

\_\_\_\_\_

PARTNERSHIP:

\_\_\_\_\_ (SEAL)

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

WITNESS:

\_\_\_\_\_

FIRM OR CORPORATION:

\_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

If a corporation, give State of Incorporation using the phrase, "A Corporation Organized under the Laws of

\_\_\_\_\_."

If a partnership, give names of partners, using also, the phrase, "Co-partners trading and doing business under the firm name of

\_\_\_\_\_."

If an individual, using a trade name, give individual name, using also, the phrase, "An individual doing business under the firm name of

\_\_\_\_\_."

SECTION NO. 1  
INSTRUCTIONS TO BIDDERS

1. The attached Specifications set forth for WASTEWATER FACILITY LABORATORY ANALYSIS. Any change, variation or substitution of equal analysis must be clearly stated in the bid.
2. All Contracts must be executed on forms furnished by the University Area Joint Authority.
3. All Bids shall be sealed in an envelope plainly marked "SEALED BID FOR CONTRACT #2008-02" UNIVERSITY AREA JOINT AUTHORITY, WASTEWATER FACILITY LABORATORY ANALYSIS.
4. All supplemental instructions will be in the form of written Addenda to the bid and Specifications, which if issued, will be mailed to all prospective Bidders not later than three (3) working days prior to the date fixed for the opening of the bids.
5. The successful Bidder will be responsible for the payment of all Excise, Sales and Use Taxes and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, services, uses and incidentals which they purchase or use for the purpose of fulfilling the work of this Contract, and they shall include all amounts required for such taxes within the item prices bid in their Bid. No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize itself before submitting a Bid with all laws requiring the payment of such taxes.

Attention is directed to the fact that under existing provisions of the Pennsylvania 1963 Tax Act for Education and regulations promulgated by the Pennsylvania Department of Revenue, items of tangible personal property used or consumed directly in the rendition of a public utility service (including a sewer system) are exempt from tax under said Act upon proper application for the certificate of exemption. Bidders are further advised that, upon proper application, an Excise Tax Exemption Certificate will be provided to the successful Bidder.

## CONTRACT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the University Area Joint Authority, hereinafter known as the Owner, Party of the First Part, and \_\_\_\_\_ a \_\_\_\_\_ known as \_\_\_\_\_, existing under the laws of \_\_\_\_\_, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH, that the Parties hereto for the consideration stated mutually agree as follows:

### ARTICLE I – SCOPE OF WORK:

The Contractor agrees to furnish the specified laboratory analysis and perform all work necessary for or incidental to, and to perform all other obligations imposed by this contract for the complete work, all in strict accordance with the CONTRACT DOCUMENTS as prepared by the Authority, attached hereto or referred to herein, all of which are made a part of and designated as follows:

- a. Notice to Bidders
- b. Instructions to Bidders
- c. Form of Bid
- d. Specifications for WASTEWATER FACILITY LABORATORY ANALYSIS

ARTICLE II – DISPOSAL OF CONTRACT:

The CONTRACTOR shall keep the CONTRACT under their own control and shall not sell, transfer or assign or otherwise dispose of the CONTRACT or any portion thereof or his right, title or interest herein to any person, firm or corporation without the express written consent of the OWNER.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their proper officers to be affixed hereunto on the day and year first above written.

**CONTRACT #2008-02 WASTEWATER FACILITY LABORATORY ANALYSIS**

UNIVERSITY AREA JOINT AUTHORITY

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

CONTRACTOR

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

## SECTION NO. 2 SPECIFICATIONS

The following indicates the MINIMUM specifications of this contract.

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- 1) Contract period will be from October 1, 2008 to September 30, 2010, with a possible one year extension.
- 2) Pricing must be done in such a way as to show the following:
  - Any additional charges involved with the pick-up of items to be tested; transportation, cost of container replacement, etc. must be included in the bid.
- 3) Pick up of samples will be done on the first Thursday of each month between the hours of 8 a.m. and 4 p.m. If a holiday falls on the first Thursday of the month or the first day of the month falls on a Thursday, samples should be picked up on the second Thursday of the month.
- 4) Each bidder must supply the University Area Joint Authority with at least 5 current customer references, one of which is a wastewater facility, including company name, address, contact person and phone number.
- 5) Each bidder must provide proof of their current lab certification(s) and PA Laboratory Accreditation. Labs with NELAC certification but lacking PA Accreditation must acquire PA Accreditation before the contract period begins.
- 6) All parameters will be analyzed using US EPA approved methods listed in 40 CFR 136, or equivalent methods recognized and accredited by PA DEP. All quality control methods will be documented and proper chain of custody documents will be included for all samples.
- 7) This contract covers monthly, quarterly and annual testing of wastewater and biosolids parameters. There will be only one successful bidder awarded to cover all tests.
- 8) Analytical results must be transmitted electronically (by email or fax), within 10 working days. A hard copy must be received no later than 5 working days after the electronic transmittal, via U.S. mail, and must contain complete quality control documentation.

- 9) Strong preference will be given to laboratories that can provide all of the tests “in-house” without subcontracting. If it is necessary to subcontract any of the tests, the bid must include complete documentation of the subcontract including proof of certification and at least 5 references for the subcontracting laboratory, and a written agreement with that laboratory agreeing to the terms of the overall bid. Billing will be provided by the primary laboratory only (the subcontractor is not to bill us directly) and it will be the primary bidder’s responsibility to arrange all transportation and documentation with the subcontractor. If we cannot verify the suitability of the subcontract within 72 hours of opening the bid, the bid will be rejected.
- 10) A certificate of insurance must be provided by the primary laboratory and the subcontractor (if one is used), identifying University Area Joint Authority as an “additional insured” on their insurance policy.
- 11) If an emergency situation (such as equipment failure) prevents some analyses from being performed as expected, the University Area Joint Authority will be notified immediately, and may approve (at its option) a temporary subcontracting arrangement for the affected analyses. An estimate of the duration of the disruption will be provided at the time of the request.
- 12) The schedule of sampling and analysis shall be as follows:

I. Monthly Biosolids Parameters (19)

Arsenic	Silver
Cadmium	Thallium
Hexavalent Chromium	Zinc
Copper	Chloroform
Cyanide	Methylene Chloride
Lead	Toluene
Mercury	1,1,1-Trichloroethane
Molybdenum	Total Xylene
Nickel	Total Solids
Selenium	

Please note that biosolids results are to be expressed on a dry weight basis (mg/kg dry or ug/kg dry) where possible.

II. Monthly Influent and Effluent Parameters (2 samples x 13 parameters)

Arsenic	Nickel
Hexavalent Chromium	Selenium
Mercury	Thallium
Molybdenum	Zinc

Chloroform  
Methylene Chloride  
Toluene

1,1,1,-Trichloroethane  
Total Xylene

III. Quarterly (October, January, April, and July) Influent and Effluent Parameters 2 samples x 19 (13 monthly plus 6 additional)

Arsenic	Toluene
Hexavalent Chromium	1,1,1,-Trichloroethane
Mercury	Total Xylene
Molybdenum	<b>Total Cadmium</b>
Nickel	<b>Total Copper</b>
Selenium	<b>Total Lead</b>
Thallium	<b>Total Silver</b>
Zinc	<b>Total Cyanide</b>
Chloroform	<b>Free Cyanide (Weak Acid Dissociable)</b>
Methylene Chloride	

IV. Annual (October) Priority Pollutant scans (as per 40 CFR 423, Appendix A) for Biosolids, Influent, and Effluent (3 samples x 129 parameters of which 17 are also listed as quarterly or monthly parameters. There is no need to duplicate these analyses.)

As of August 2008 the Priority Pollutants are:

001 Acenaphthene	020 2-chloronaphthalene
002 Acrolein	021 2,4, 6-trichlorophenol
003 Acrylonitrile	022 Parachlorometa cresol
004 Benzene	<b>023 Chloroform**</b>
005 Benzidine	<b>(trichloromethane)</b>
006 Carbon tetrachloride (tetrachloromethane)	024 2-chlorophenol
007 Chlorobenzene	025 1,2-dichlorobenzene
008 1,2,4-trichlorobenzene	026 1,3-dichlorobenzene
009 Hexachlorobenzene	027 1,4-dichlorobenzene
010 1,2-dichloroethane	028 3,3-dichlorobenzidine
<b>011 1,1,1-trichloreothane **</b>	029 1,1-dichloroethylene
012 Hexachloroethane	030 1,2-trans-dichloroethylene
013 1,1-dichloroethane	031 2,4-dichlorophenol
014 1,1,2-trichloroethane	032 1,2-dichloropropane
015 1,1,2,2-tetrachloroethane	033 1,2-dichloropropylene (1,3- dichloropropene)
016 Chloroethane	034 2,4-dimethylphenol
018 Bis(2-chloroethyl) ether	035 2,4-dinitrotoluene
019 2-chloroethyl vinyl ether (mixed)	036 2,6-dinitrotoluene
	037 1,2-diphenylhydrazine

038 Ethylbenzene	078 Anthracene
039 Fluoranthene	079 1,12-benzoperylene (benzo(ghi) perylene)
040 4-chlorophenyl phenyl ether	080 Fluorene
041 4-bromophenyl phenyl ether	081 Phenanthrene
042 Bis(2-chloroisopropyl) ether	082 1,2,5,6-dibenzanthracene (dibenzo(,h) anthracene)
043 Bis(2-chloroethoxy) methane	083 Indeno (,1,2,3-cd) pyrene (2,3-opheynylene pyrene)
<b>044 Methylene chloride **</b> <b>(dichloromethane)</b>	084 Pyrene
045 Methyl chloride (dichloromethane)	085 Tetrachloroethylene
046 Methyl bromide (bromomethane)	<b>086 Toluene **</b>
047 Bromoform (tribromomethane)	087 Trichloroethylene
048 Dichlorobromomethane	088 Vinyl chloride (chloroethylene)
051 Chlorodibromomethane	089 Aldrin
052 Hexachlorobutadiene	090 Dieldrin
053 Hexachloromyclopentadiene	091 Chlordane (technical mixture and metabolites)
054 Isophorone	092 4,4-DDT
055 Naphthalene	093 4,4-DDE (p,p-DDX)
056 Nitrobenzene	094 4,4-DDD (p,p-TDE)
057 2-nitrophenol	095 Alpha-endosulfan
058 4-nitrophenol	096 Beta-endosulfan
059 2,4-dinitrophenol	097 Endosulfan sulfate
060 4,6-dinitro-o-cresol	098 Endrin
061 N-nitrosodimethylamine	099 Endrin aldehyde
062 N-nitrosodiphenylamine	100 Heptachlor
063 N-nitrosodi-n-propylamin	101 Heptachlor epoxide (BHChexachlorocyclohexa ne)
064 Pentachlorophenol	102 Alpha-BHC
065 Phenol	103 Beta-BHC
066 Bis(2-ethylhexyl) phthalate	104 Gamma-BHC (lindane)
067 Butyl benzyl phthalate	105 Delta-BHC (PCB- polychlorinated biphenyls)
068 Di-N-Butyl Phthalate	106 PCB-1242 (Arochlor 1242)
069 Di-n-octyl phthalate	107 PCB-1254 (Arochlor 1254)
070 Diethyl Phthalate	108 PCB-1221 (Arochlor 1221)
071 Dimethyl phthalate	109 PCB-1232 (Arochlor 1232)
072 1,2-benzanthracene (benzo(a) anthracene)	110 PCB-1248 (Arochlor 1248)
073 Benzo(a)pyrene (3,4-benzo- pyrene)	111 PCB-1260 (Arochlor 1260)
074 3,4-Benzofluoranthene (benzo(b) fluoranthene)	112 PCB-1016 (Arochlor 1016)
075 11,12-benzofluoranthene (benzo(b) fluoranthene)	113 Toxaphene
076 Chrysene	
077 Acenaphthylene	

114 Antimony  
**115 Arsenic \*\***  
116 Asbestos  
117 Beryllium  
**118 Cadmium \*\***  
**119 Chromium \*\***  
**120 Copper \*\***  
**121 Cyanide, Total \*\***  
**122 Lead \*\***

**123 Mercury \*\***  
**124 Nickel \*\***  
**125 Selenium \*\***  
**126 Silver \*\***  
**127 Thallium \*\***  
**126 Silver \*\***  
**128 Zinc \*\***  
129 2,3,7,8-tetrachloro-dibenzo-  
p-dioxin (TCDD)

\*\* These parameters are listed as monthly or quarterly parameters for Biosolids, Influent and Effluent.

++ Total Cyanide is listed as a quarterly parameter for influent and effluent, but NOT for biosolids.

- 13) Cancellation of this contract is at the discretion of the University Area Joint Authority with 30 days written notice. Failure to meet any of the above criteria is grounds for cancellation.