

UNIVERSITY AREA JOINT AUTHORITY
STATE COLLEGE
CENTRE COUNTY, PENNSYLVANIA

CONTRACT #2003-7

BID, CONTRACT & SPECIFICATIONS FOR
WHOLE EFFLUENT TOXICITY (WET) TESTING

JULY 2003

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, July 30, 2003, at which time they will be opened and read aloud. The Bids are to be for the purchase of:

1. CONTRACT #2003-7, WHOLE EFFLUENT TOXICITY (WET) TESTING

Instructions to Bidders, Specifications and Forms of Contracts may be obtained at the office of the Authority. All Bids 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: July 2003

BID FORM

FOR: WHOLE EFFLUENT TOXICITY (WET) TESTING

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

Gentlemen:

Pursuant to and in accordance with your advertisement for bids dated July 16th and July 20th, 2003 and the Instructions to Bidders relating thereto, the Undersigned having carefully examined the Specifications and other Contract Documents hereby proposes to furnish WHOLE EFFLUENT TOXICITY (WET) TESTING 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.

CONTRACT #2003-7

SCHEDULE NO. 1

WHOLE EFFLUENT TOXICITY (WET) TESTING

For furnishing WHOLE EFFLUENT TOXICITY (WET) TESTING as specified in Section No. 2 of these Specifications, the price of

_____ Dollars \$ _____

Additions or Deductions for Modifications and/or Exceptions to the Specifications:

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____
- 4. _____ \$ _____
- 5. _____ \$ _____

NET AMOUNT BID \$ _____

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 him 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 his office to which any notice of acceptance may be mailed, faxed, telegraphed or delivered:

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 WHOLE EFFLUENT TOXICITY (WET) TESTING.
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 #2003-7" UNIVERSITY AREA JOINT AUTHORITY, WHOLE EFFLUENT TOXICITY (WET) TESTING.
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 he purchases or uses for the purpose of fulfilling the work of this Contract, and he shall include all amounts required for such taxes within the item prices bid in his Bid. No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself 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 WHOLE EFFLUENT TOXICITY (WET) TESTING

ARTICLE II – DISPOSAL OF CONTRACT:

The CONTRACTOR shall keep the CONTRACT under his 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 #2003-7 WHOLE EFFLUENT TOXICITY (WET) TESTING

UNIVERSITY AREA JOINT AUTHORITY

By: _____
Chairman

ATTEST:

Secretary

CONTRACTOR

By: _____

ATTEST:

SECTION NO. 2 SPECIFICATIONS

The following indicates the MINIMUM specifications of this contract.

- 1) Contract period will be from September 1, 2003 to March 31, 2004.
- 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 listed separately.
- 3) Testing material to perform (4) Chronic WET Tests may be picked up Monday through Friday between the hours of 8 am and 4 pm, except for holidays.
- 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).
- 6) All analysis must be performed "in-house". Work may only be contracted out on an emergency basis (i.e. equipment malfunction). University Area Joint Authority will be notified if work must be contracted out. The duration of sub-contractor use must be provided.
- 8) 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.
- 9) Organisms used in these tests must be propagated in the state of Pennsylvania.
- 10) The award of this contract is contingent upon a successful on-site visit of the laboratory facility by the UAJA Laboratory Director.

11) Attached you will find the following Whole Effluent Toxicity (WET) protocol documents:

- Biomonitoring WETT Data QA/QC Guidelines for Chronic Toxicity Testing with Amendments
- Summary of Effluent Toxicity Test Conditions and Test Acceptability Criteria for Chronic Toxicity Tests
- Data Summary for Ceriodaphnia Dubia Chronic WETT Report
- Data Summary for Pimephales Promelas Chronic WETT Report
The Dilution Series for the testing will be 100%, 62%, 38%, 23% and 14%.