

UNIVERSITY AREA JOINT AUTHORITY
STATE COLLEGE
CENTRE COUNTY, PENNSYLVANIA

CONTRACT #2007-08

CONTRACT & SPECIFICATIONS FOR
WASTEWATER FACILITY LABORATORY ANALYSIS

AUGUST 2007

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 7th, 2007, at which time they will be opened and read aloud. The bids are to be for the purchase of:

1. CONTRACT #2007-08, 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 2007

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 26th and August 29th, 2007 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:

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 #2007-08" 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 #2007-08 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, 2007 to September 30, 2008.
 - 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) 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 may bid, but 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) Although this contract covers monthly, quarterly and annual testing of both wastewater and drinking water 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	Thallium
Hexavalent Chromium	Zinc
Mercury	Chloroform
Molybdenum	Methylene Chloride
Nickel	Toluene
Selenium	1,1,1,-Trichloroethane

Total Xylene

III. Quarterly (October, January, April, and July) Influent and Effluent Parameters (2 samples x 7 parameters in addition to monthly)

Total Cadmium	Total Zinc
Total Copper	Total Cyanide
Total Lead	Free Cyanide (Weak Acid
Total Silver	Dissociable)

IV. Quarterly (October, January, April, and July) Primary and Secondary Drinking Water Parameters for Beneficial Reuse Project (high purity, non-potable* reclaimed water)

* Note that while this water IS expected to meet all drinking water quality standards, it is NOT drinking water. It will be segregated from drinking water supplies at all times, and will be clearly labeled as non-potable.

The reuse water analysis will consist of two samples. A sample from the storage tanks at our facility will be tested for ALL PRIMARY and SECONDARY drinking water analytes EXCEPT TURBIDITY and MICROBIOLOGICAL CONTAMINANTS. (See list below.) A second sample will be taken from our distribution system and tested for RESIDUAL CHLORINE and DISINFECTION BYPRODUCTS ONLY.

The Primary and Secondary Drinking Water Contaminants identified by the PA DEP as of August 2007 are as follows:

PRIMARY CONTAMINANTS

Volatile Organic Chemicals (VOCs):

NAME OF CONTAMINANT	MCL	UNITS	NAME OF CONTAMINANT	MCL	UNITS
BENZENE	0.005	mg/L	MONOCHLOROENZENE	0.1	mg/L
CARBON TETRACHLORIDE	0.005	mg/L	STYRENE	0.1	mg/L
o-DICHLOROENZENE	0.6	mg/L	TETRACHLOROETHYLEN	0.005	mg/L
para-DICHLOROENZENE	0.075	mg/L	TOLUENE	1	mg/L
1,2-DICHLOROETHANE	0.005	mg/L	1,2,4-TRICHLOROENZENE	0.07	mg/L
1,1-DICHLOROETHYLENE	0.007	mg/L	1,1,1-TRICHLOROETHANE	0.2	mg/L
cis-1,2-DICHLOROETHYLENE	0.07	mg/L	1,1,2-TRICHLOROETHANE	0.005	mg/L
trans-1,2-DICHLOROETHYLENE	0.1	mg/L	TRICHLOROETHYLEN	0.005	mg/L
. DICHLOROMETHANE	0.005	mg/L	VINYL CHLORIDE	0.002	mg/L
1,2-DICHLOROPROPANE	0.005	mg/L	XYLENES (Total)	10	mg/L
ETHYLBENZENE	0.7	mg/L			

Synthetic Organic Chemicals (SOCs):

ALACHLOR	0.002	mg/L	GLYPHOSATE	0.7	mg/L
ATRAZINE	0.003	mg/L	HEPTACHLOR	0.0004	mg/L
BENZO(a)PYRENE	0.0002	mg/L	HEPTACHLOR EPOXIDE	0.0002	mg/L
CARBOFURAN	0.04	mg/L	HEXACHLOROENZENE	0.001	mg/L
CHLORDANE	0.002	mg/L	HEXACHLOROCYCLOPENTADIENE	0.05	mg/L
2,4-D	0.07	mg/L	LINDANE	0.0002	mg/L

DALAPON	0.2	mg/L	METHOXYCHLOR	0.04	mg/L
DIBROMOCHLOROPROPANE (DBCP)	0.0002	mg/L	OXAMYL (Vydate)	0.2	mg/L
DI(2-ETHYLHEXYL) ADIPATE	0.4	mg/L	PCBs	0.0005	mg/L
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DI(2-ETHYLHEXYL) PHTHALATE	0.006	mg/L	PENTACHLOROPHENOL	0.001	mg/L
DINOSEB	0.007	mg/L	PICLORAM	0.5	mg/L
DIQUAT	0.02	mg/L	SIMAZINE	0.004	mg/L
ENDOTHALL	0.1	mg/L	2,3,7,8-TCDD (Dioxin)	3×10^{-8}	mg/L
ENDRIN	0.002	mg/L	TOXAPHENE	0.003	mg/L
ETHYLENE DIBROMIDE (EDB)	0.00005	mg/L	2,4,5-TP (Silvex)	0.05	mg/L

Inorganic Chemicals (IOCs):

ANTIMONY	0.006	mg/L	FLUORIDE	2	mg/L
ARSENIC	0.010	mg/L	MERCURY	0.002	mg/L
ASBESTOS (Fibers longer than 10µm)	7 million fibers/L		NITRATE (as Nitrogen)	10	mg/L
BARIUM	2	mg/L	NITRITE (as Nitrogen)	1	mg/L
BERYLLIUM	0.004	mg/L	NITRATE + NITRITE (as Nitrogen)	10	mg/L
CADMIUM	0.005	mg/L	SELENIUM	0.05	mg/L
CHROMIUM	0.1	mg/L	THALLIUM	0.002	mg/L
CYANIDE (free CN)	0.2	mg/L			

Disinfectants (MRDLs):

CHLORINE (as Cl ₂)	4.0	mg/L
CHLORAMINES (as Cl ₂)	4.0	mg/L
CHLORINE DIOXIDE (as ClO ₂)	0.8	mg/L

MRDL = Maximum Residual Disinfectant Level

Radionuclides:

GROSS ALPHA	15	pCi/L
COMBINED RADIUM (226 + 228)	5	pCi/L
BETA PARTICLE & PHOTON ACTIVITY	4 mrem/yr	
Gross Alpha MCL excludes Radon and Uranium particle activity. Beta Particle & Photon Activity MCL is for man-made radionuclides.		
URANIUM	30	µg/L

Disinfection Byproducts:

TOTAL TRIHALOMETHANES (TTHMs) (Chloroform, Chlorodibromomethane, Bromoform & Bromodichloromethane)	0.080	mg/L
HALOACETIC ACIDS (HAA5) Monochloroacetic Acid, Dichloroacetic Acid, Trichloroacetic Acid, Monobromoacetic Acid, & Dibromoacetic Acid)	0.060	mg/L
BROMATE	0.010	mg/L
CHLORITE	1.0	mg/L

SECONDARY CONTAMINANTS

ALUMINUM	0	mg/L	MANGANESE	0.05	mg/L
CHLORIDE	.2250	mg/L	ODOR	3 T.O.N	
COLOR	15 color units		pH *	6.5 -8.5	
CORROSIVITY	non-corrosive		SILVER	0.1	mg/L
FOAMING AGENTS	0.5	Mg/L	SULFATE	250	mg/L
IRON	0.3	Mg/L	TOTAL DISSOLVED SOLIDS	500	mg/L
*The pH MCL represents a "reasonable goal for drinking water quality."			ZINC	5	mg/L

V. 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 2007 the Priority Pollutants are:

001 Acenaphthene	035 2,4-dinitrotoluene
002 Acrolein	036 2,6-dinitrotoluene
003 Acrylonitrile	037 1,2-diphenylhydrazine
004 Benzene	038 Ethylbenzene
005 Benzidine	039 Fluoranthene
006 Carbon tetrachloride (tetrachloromethane)	040 4-chlorophenyl phenyl ether
007 Chlorobenzene	041 4-bromophenyl phenyl ether
008 1,2,4-trichlorobenzene	042 Bis(2-chloroisopropyl) ether
009 Hexachlorobenzene	043 Bis(2-chloroethoxy) methane
010 1,2-dichloroethane	044 Methylene chloride ** (dichloromethane)
011 1,1,1-trichloroethane **	045 Methyl chloride (dichloromethane)
012 Hexachloroethane	046 Methyl bromide (bromomethane)
013 1,1-dichloroethane	047 Bromoform (tribromomethane)
014 1,1,2-trichloroethane	048 Dichlorobromomethane
015 1,1,2,2-tetrachloroethane	051 Chlorodibromomethane
016 Chloroethane	052 Hexachlorobutadiene
018 Bis(2-chloroethyl) ether	053 Hexachloromyclopentadiene
019 2-chloroethyl vinyl ether (mixed)	054 Isophorone
020 2-chloronaphthalene	055 Naphthalene
021 2,4, 6-trichlorophenol	056 Nitrobenzene
022 Parachlorometa cresol	057 2-nitrophenol
023 Chloroform* (trichloromethane)	058 4-nitrophenol
024 2-chlorophenol	059 2,4-dinitrophenol
025 1,2-dichlorobenzene	060 4,6-dinitro-o-cresol
026 1,3-dichlorobenzene	061 N-nitrosodimethylamine
027 1,4-dichlorobenzene	062 N-nitrosodiphenylamine
028 3,3-dichlorobenzidine	063 N-nitrosodi-n-propylamin
029 1,1-dichloroethylene	064 Pentachlorophenol
030 1,2-trans-dichloroethylene	065 Phenol
031 2,4-dichlorophenol	066 Bis(2-ethylhexyl) phthalate
032 1,2-dichloropropane	067 Butyl benzyl phthalate
033 1,2-dichloropropylene (1,3- dichloropropene)	068 Di-N-Butyl Phthalate
034 2,4-dimethylphenol	069 Di-n-octyl phthalate

070 Diethyl Phthalate	098 Endrin
071 Dimethyl phthalate	099 Endrin aldehyde
072 1,2-benzanthracene (benzo(a) anthracene)	100 Heptachlor
073 Benzo(a)pyrene (3,4-benzo- pyrene)	101 Heptachlor epoxide (BHChexachlorocyclohexa ne)
074 3,4-Benzofluoranthene (benzo(b) fluoranthene)	102 Alpha-BHC
075 11,12-benzofluoranthene (benzo(b) fluoranthene)	103 Beta-BHC
076 Chrysene	104 Gamma-BHC (lindane)
077 Acenaphthylene	105 Delta-BHC (PCB- polychlorinated biphenyls)
078 Anthracene	106 PCB-1242 (Arochlor 1242)
079 1,12-benzoperylene (benzo(ghi) perylene)	107 PCB-1254 (Arochlor 1254)
080 Fluorene	108 PCB-1221 (Arochlor 1221)
081 Phenanthrene	109 PCB-1232 (Arochlor 1232)
082 1,2,5,6-dibenzanthracene (dibenzo(h) anthracene)	110 PCB-1248 (Arochlor 1248)
083 Indeno (,1,2,3-cd) pyrene (2,3-opheynylene pyrene)	111 PCB-1260 (Arochlor 1260)
084 Pyrene	112 PCB-1016 (Arochlor 1016)
085 Tetrachloroethylene	113 Toxaphene
086 Toluene **	114 Antimony
087 Trichloroethylene	115 Arsenic **
088 Vinyl chloride (chloroethylene)	116 Asbestos
089 Aldrin	117 Beryllium
090 Dieldrin	118 Cadmium **
091 Chlordane (technical mixture and metabolites)	119 Chromium **
092 4,4-DDT	120 Copper **
093 4,4-DDE (p,p-DDX)	121 Cyanide, Total **
094 4,4-DDD (p,p-TDE)	122 Lead **
095 Alpha-endosulfan	123 Mercury **
096 Beta-endosulfan	124 Nickel **
097 Endosulfan sulfate	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.