Department of Public Works

Invitation to Bid

Water Testing Services

Litchfield, Connecticut

The Town of Litchfield is accepting bids for water testing services. All bids must be submitted on forms and in accordance with specifications supplied by the Department of Public Works. Bids will be received at the Office of the First Selectman, 74 West Street, Litchfield, CT until **11:00 a.m. on Thursday, March 31, 2016** and opened and read publicly at that time. There is a non-refundable fee of $10.00 for this bid or available at no cost if downloaded from the Town of Litchfield web site: www.townoflitchfield.org.

Instructions to Bidders

1. Intent

The intent of these specifications is to obtain a contractor to provide the necessary water testing services at the Litchfield Landfill, Highway Department Garage and the Municipal Parking Lot.

2. General Provisions

Place of Opening: Office of the First Selectman, 74 West Street, Litchfield, CT 06759

Time of Opening: Thursday, March 31, 2016 at 11:00 a.m.

Bid Return Envelope: Please return an envelope with the bid and clearly mark your envelope with the bid title "Water Testing Services" and opening date to prevent a sealed bid from being opened prior to the bid opening date. Any bid not so marked and opened by the Town shall be rejected. The following forms shall be submitted:

Bid Schedule
Hold Harmless/Supplemental Agreement
Certificate of Insurance
Qualifications of Bidder
Non Collusion Form
Non Discrimination Form
Completed Projects & References

3. Site Inspection and Proposal Questions

All bidders shall attend a **mandatory bid walk** to be held on **March 17, 2016 at 10:00 a.m**. beginning at the Public Works location.

Any questions pertaining to the scope of the work or content or procedure for submitting proposals should be directed to Raz Alexe, Director of Public Works, by facsimile, e-mail or letter to be received no later than **March 24, 2016**. Any questions received after that date will not be answered. Response to all questions will be sent to all contractors who attend the mandatory bid walk. Contact information is as follows:

Raz Alexe, Director of Public Works
101 Russell Street
Litchfield, CT 06759
(860) 567-7575
(860) 657-7578 fax
ralexe@townoflitchfield.org

4. Basis of Award

It is intended that this Contract shall be awarded to the Bidder that best meets the needs of the Town of Litchfield with respect to qualifications, Bidder's submitted start date and cost. Qualifications shall include the ability of the Bidder to complete all work within the stated time frame. The Bidder shall have demonstrated experience in water testing services with at least three (3) other projects completed. Names and locations should be provided with a contact person's name and phone number.

5. Notice of Award

Town shall give notice of acceptance of bid to the successful bidder by mail to Bidder's address stated in bid. Individuals are invited to attend the Bid Opening, with official bid results pending notification to the successful bidder.

6. Award of Contract

The Town reserves the right to reject any and all bids, for reason the Town deems advisable, and to award the contract or contracts to any person bidding on work, regardless of bid amount.

7. Scope of Work Change

The Town reserves the right to change the scope of the project before or after the bid is awarded, without penalty to the owner. All scope changes will be issued in writing by the Director of Public Works as his designee.

8. Price, Discounts and Payment

Prices bid shall not include any taxes, Local, State or Federal, as the Town is not liable. In addition to the price bid, each bidder may quote binding discounts, which will be considered when making the award.

9. Delays

Contract time delays for completion of work shall be authorized in writing by the Director of Public Works or his designee.

10. Assignment of Contract

Contractor shall not sublet, sell, transfer, assign or dispose of the Contract or any portion thereof or of right, title or interest therein of obligations thereunder, without written consent of the Town of Litchfield.

11. Acceptance of Subcontractor

Submission of name of subcontractor in the proposal shall be deemed to constitute an acceptance by Contractor, if awarded contract of bid, of such Subcontractor. Any alteration therein, after award of contract, shall be subject to the approval of the Town of Litchfield.

12. Basis of Payment

Payment for this work shall be at the unit price for work completed and accepted, except as noted herein and shall include all equipment, materials, labor and tools incidental for the completion of this work.

13. Payments for Extra Work

Written notice of claims for extra work shall be given by Contractor within ten (10) days after receipt of instruction from the Town, as approved by the Director of Public Works, to proceed with extra work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, Contractor's itemized sheet showing all labor and material shall be submitted to the Director of Public Works. Town orders for extra work shall specify any extension of contract time and one of the following methods of payment:

A. Unit prices or combination of unit prices which form basis of original contract.
B. A lump sum based on Contractor's estimate accepted by Owner and approved by the Director of Public Works.
C. Actual costs plus ten percent (10%) for overhead and profit.

14. Payment Requests, Retainage and Guarantee Period

Contractor shall submit a payment request for payment once each month for work completed and accepted, except as noted herein and shall include all equipment, materials, labor and tools incidental to the completion of this work.

15. Insurance Requirements

The Contractor will carry the following insurance coverages with an insurance company/ies licensed in the State of Connecticut and approved by the Town of Litchfield. The insurance company/ies must have at least an ***A***-rating by A.M. Best Company. All policies will provide a 30-day notice of cancellation as well as a 10-day notice of any material change in the policies to the Office of the First Selectman of the Town of Litchfield.

Certificates of insurance will be presented to the Office of the First Selectman for his approval prior to the contractor or his subcontractors entering on to Town property or commencing any work whatsoever.

The following coverage's and limits will be provided:

Workers Compensation

Coverage A:	Statutory	
Coverage B:	Employers Liability	
	Bodily injury by accident	$100,000 per person
	Bodily injury by disease	$100,000 per person
	Bodily injury	$500,000 aggregate

Comprehensive Commercial Liability

Bodily injury; General Limit	$2,000,000 aggregate
Products/Completed Operations	$1,000,000 aggregate
Personal and Advertising Injury	$1,000,000 aggregate
Each Occurrence	$1,000,000 aggregate
Fire Damage Limit	$100,000 aggregate
Medical Expenses	$10,000 per person

Coverages
Premises/Independent Contractors
Contractual/Completed Operations/Products
Contractual/Liability will be Broad Form
XCU (explosion/collapse/underground utilities)
Comprehensive Broad Form Liability Endorsement or Equivalent
Broad Form Property Damage Liability

Automobile Liability	Bodily Injury	$1,000,000 per person
	Property Damage	$1,000,000 per person

Coverages
All owned/non owned/hired/borrowed
Contractual Liability to Be Limited

CONTRACTORS MUST NAME THE TOWN OF LITCHFIELD AS AN ADDITIONAL INSURED ON ALL CERTIFICATES. All policies will provide thirty (30) days' notice of cancellation as well as ten (10) days' notice of material change in the policies to the Office of the First Selectman of the Town of Litchfield.

Certificates shall be on file with the Town before acceptance of Bid or work commences.

16. Hold Harmless Agreement/Supplemental Agreement

See attached.

17. Acceptance of Proposal

The Town will base its award of this contract on the experience of the Contractor as well as the costs proposed.

18. Length of Contract

The Town of Litchfield is requesting bid proposals for the time period beginning July 1, 2016 through June 30, 2018. The Town of Litchfield reserves the right to negotiate with the Contractor selected, additional periods beyond June 2018 if deemed to be in the best interest of the Town. **This is a two year bid!**

Technical Specifications

Scope of Work
The Contractor will provide work in accordance with the conditions and schedules as noted below in addition to the Bid Terms and Conditions which are part of this package:

Scheduled Work
Scheduled work will not commence until authorized by said person(s). Quarterly testing will be scheduled to take place September 2016, December 2016, March 2017, June 2017, September 2017, December 2017, March 2018 and June 2018. This is a **TWO year bid!**

All work schedules are to be verified by the Director of Public Works or his designated representative.

It is requested that your bid include cost per sampling and test analysis of each location, preparation of quarterly reports, an annual report and the annual Stormwater submission.

QUARTERLY TESTING

LITCHFIELD LANDFILL – 72 Little Pitch Road
Quarterly Sampling in accordance with the State of Connecticut Department of Environmental Protection requirements – Two Monitoring Wells (3-D & 5-D), Two Surface Water Locations (SWA & SWC), Two Neighboring Domestic Wells (551 South Plains and 565 South Plains).

Parameters are as follows for the two monitoring wells and two surface water locations:

Coliform Bacteria	MPN/100ml
Iron	mg/l
Manganese	mg/l
Sodium	mg/l
Alkalinity	mg/l
Chloride	mg/l
Hardness	mg/l
Ammonia as N	mg/l
Nitrate as N	mg/l
Nitrite as N	mg/l
Biochemical Oxygen Demand	mg/l
Total Dissolved Solids	mg/l
Turbidity	NTU

Parameters are as follows for the two neighboring domestic wells:

Biological – Coliform Bacteria
Metals – Iron, Mangagese, Sodium
Minerals – Alkalinity, Chloride, Hardness
Nutrient – Ammonia as N, Nitrate as N, Nitrite as N
Oxygen Demand – Biochemical Oxygen Demand
Physical – Total Dissolved Solids (TDS), Turbidity
Violatile Organic Compounds – Bromobenzene, Bromodichloromethane (THM), Bromoform (THM), Bromomethane, Carbon tetrachloride, Chlorobenzene, Chlorodibromomethane (THM), Chloroethane, Chloroform (THM), Chloromethane, Dibromomethane, m-Dichlorobenzene, o-Dichlorobenzene, p-Dichlorobenzene, 1,1-Dichloroethane, 1,2-Dichloroethane, 1,1-Dichloroethylene, cis-1,2-

Dichloroethylene, trans-1,2-Dichloroethylene, Dichlorodifluoromethane, Dichloromethane, 1,2-Dichloropropane, cis-1,2-Dichloropropene, trans 1,3 Dichloropropene, Fluorotrichloromethane, 1,1,1,2-Tetrachloroethane, 1,1,2,2,-Tetrachloroethane, Tetrachloroethylene, 1,1,1,-Trichloroethane, 1,1,2-Trichloroethane, Trichloroethylene, 1,2,3,-Trichloropropane, Vinyl Chloride

MUNICIPAL PARKING LOT – 37 West Street
Quarterly Sampling in accordance with the State of Connecticut Department of Environmental Protection requirements. Eight monitoring wells.

Parameters are as follows:

Field Parameters: Temp, pH, Specific conductance.
Groundwater monitoring data: Reference (PVC or Rim), Depth to Water, Depth to Product, Groundwater Elevation.

TPH, 542.2 VOC's, Acetone, Methyl-tert-butyl-ether, 1, 2-Dichloroethane, Benezene, Toluene, Ethylbenzene, Total Xylenes, Isopropylbenzene, n-Propylbenzene, 1, 3,5-Trimethylbenzene, 1,2,4-Trimethylbenzene, sec-Butylbenzene, p-isopropyltolene, n-Butylbenzene, Naphthalene, Total Lead

STORMWATER TESTING

LITCHFIELD LANDFILL – 72 Little Pitch Road
Stormwater Monitoring in accordance with the State of Connecticut Department of Environmental Protection requirements.

HIGHWAY GARAGE – 101 Russell Street
Stormwater Monitoring in accordance with the State of Connecticut Department of Environmental Protection requirements.

Parameters for Stormwater Testing at both locations are as follows:

Oil & Grease	mg/l
pH	SU
COD	mg/l
Suspended Solids	mg/l
T-Phosphorous	mg/l
TKN	mg/l
Nitrate as Nitrogen	mg/l
Total Copper	mg/l
Total Zinc	mg/l
Total Lead	mg/l
Aquatic Toxicity	LC50

Bid Proposal

Proposal of _____(hereinafter called "Bidder"), organized and existing under the laws of the State of Connecticut doing business as_____* in the Town of Litchfield.

*insert "a corporation", "a partnership", or "an individual" as applicable.

In compliance with your advertisement for bids, the Bidder hereby proposes to perform all water testing in strict accordance with the contract documents, within the time set forth therein, and at prices stated in the attached bid schedule.

By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

The Bidder acknowledges receipt of the following addendum:

_____

_____

_____

_____

The undersigned will commence work within three (3) days after receipt of written notice to proceed unless the Town of Litchfield authorizes or directs a further delay.

If this proposal is accepted by the Town, and the undersigned fails to contract as aforesaid within three (3) days after written notice that the same has been awarded, then the Town may, at its option determine that the bidder has abandoned the contract, and thereupon the proposal and award will be null and void.

Signatures of the person, firm or corporation making the bid:

_____

By_____

Address_____

_____

Date_____

Qualifications of Bidder

The Bidder will be experienced in the kind of work to be performed, having the necessary equipment therefore and sufficient capital to properly execute the work, within the time allowed. A bid may be rejected if the bidder cannot show that he has the necessary capital and experience.

A. The location, character, cost, date of similar work previously completed by the undersigned within the past five years, and names of engineers or officials that were responsible for the projects. At least three (3) comparable installations will be included as follows:

B. The equipment that will be available for performing the work under this contract is as follows:

C. Name, title and previous experience of Supervisor who will be in responsible charge of work on a daily basis:

D. The financial resources of the undersigned with reference to show his financial ability are as follows:

E. The undersigned has failed to complete satisfactorily the following contract, including also those, which the surety has participated:

(If there have been no contracts which the bidder has failed to complete satisfactorily, including also those in which the surety has participated, the Bidder will definitely so state.)

Name of Bidder _____

Company Name _____

Address _____

_____

Date _____

Phone _____ Fax _____

Bid Schedule

Water Testing Services

Having carefully examined the Bidding Documents and Specifications and Plans provided for review at the Department of Public Works Office, and having examined the existing sites and their conditions with regard to the work required under this contract, the undersigned will contract to provide all necessary equipment and labor to provide water testing services to the Town of Litchfield for the period September 2016 to June 2018 in accordance with the Contract Documents and all addenda for the following prices:

LITCHFIELD LANDFILL QUARTERLY SAMPLING
TWO MONITORING WELLS (3-D & 5-D)
TWO SURFACE WATER LOCATIONS (SWA & SWC)
TWO NEIGHBORING DOMESTIC WELLS
(Gilbert 551 South Plains & Blasavage 565 South Plains)
(Per Sampling/Test Analysis/Quarterly Reports/Annual Reports

Sept & Dec 2016/March, June, Sept & Dec 2017/March & June 2018

Cost Per Event

Laboratory Analytical $_____

Sampling $_____

Reporting $_____

TOTAL COST PER QUARTER $_____ X 8 Qtrs = $ _____

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town reserves the right to reject any and all bids, is submitting this bid without collusion with any other person, individual or corporation.

Signature: _____ Printed Name: _____

Company Name: _____

Address: _____

_____

Phone: _____ Fax _____ Date _____

Bid Schedule

Water Testing Services

Having carefully examined the Bidding Documents and Specifications and Plans provided for review at the Department of Public Works Office, and having examined the existing sites and their conditions with regard to the work required under this contract, the undersigned will contract to provide all necessary equipment and labor to provide water testing services to the Town of Litchfield for the period September 2016 to June 2018 in accordance with the Contract Documents and all addenda for the following prices:

LITCHFIELD LANDFILL
72 Little Pitch Road, Litchfield
STORMWATER MONITORING

Fiscal Years 2016-2018

Total Cost Per Event $_____

HIGHWAY GARAGE
101 Russell Street, Litchfield
STORMWATER MONITORING

Fiscal Years 2016-2018

Total Cost Per Event $_____

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town reserves the right to reject any and all bids, is submitting this bid without collusion with any other person, individual or corporation.

Signature: _____ Printed Name: _____

Company Name: _____

Address: _____

_____

Phone: _____ Fax _____ Date _____

Bid Schedule

Water Testing Services

Having carefully examined the Bidding Documents and Specifications and Plans provided for review at the Department of Public Works Office, and having examined the existing sites and their conditions with regard to the work required under this contract, the undersigned will contract to provide all necessary equipment and labor to provide water testing services to the Town of Litchfield for the period September 2016 to June 2018 in accordance with the Contract Documents and all addenda for the following prices:

MUNICIPAL PARKING LOT
QUARTERLY SAMPLING

(Per Sampling/Test Analysis/Quarterly Reports/Annual Reports

Sept & Dec 2016/March, June, Sept & Dec 2017/March & June 2018
Cost Per Event

Laboratory Analytical $_____

Sampling $_____

Reporting $_____

TOTAL COST PER QUARTER $_____ X 8 Qtrs = $ _____

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town reserves the right to reject any and all bids, and is submitting this bid without collusion with any other person, individual or corporation.

Signature: _____ Printed Name: _____

Company Name: _____

Address: _____

_____

Phone: _____ Fax _____ Date _____

NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF_____

COUNTRY OF _____

_____ Being first duly sworn, deposes and says:
(Persons Name)

That they are the person who is the Bidder submitting the accompanying bid for Town Project, and that they, having read, understood, and agreed to all the terms and provisions thereof, signed this affidavit; and the accompanying bid; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____day of _____, 20___

_____My Commission expires_____
Notary Public
(Seal)

_____
(Signature of named individual)

NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR CO-PARTNERSHIP BIDDER

STATE OF_____

COUNTRY OF _____

_____

(Persons Names)

Each being first duly sworn, each deposes and each for themselves says: That they are a member of and that the persons listed above collectively compose the co-partnership firm designated as

_____who is the Bidder submitting the
(Firm Name)

accompanying bid for Town Project, and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____day of _____, 20__

_____My Commission expires_____
Notary Public
(Seal)

Signatures of Named Principals:

_____

_____

_____

NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF_____

COUNTRY OF _____

_____ Being first duly sworn, deposes and says:
(Persons Name)

That they are the _____of the corporation who
(Official Title of Cooperate Officer or Agent)

Is the Bidder submitting the accompanying bid for Town Project, and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____day of _____, 20__

_____My Commission expires_____
Notary Public
(Seal)

_____
(Signature of Cooperate Officer or Agent)

TOWN OF LITCHFIELD

NONDISCRIMINATION CERTIFICATION

Representation by Entity

Written representation that complies with the nondiscrimination agreements and warranties under the Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60a(a)(1) as amended.

Instructions:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Litchfield, regardless of contract value. Submit to the awarding agency prior to contract execution.

Representation of an Entity:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

An entity duly formed and existing under the laws of _____,
Name State of Commonwealth

Represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____ has a
Name of Entity Name of Entity

Policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60 (a) (1) as amended.

_____ _____
Authorized Signatory Date

_____
Printed Name

TOWN OF LITCHFIELD

NONDISCRIMINATION CERTIFICATION

Representation by Individual

Written representation that complies with the nondiscrimination agreements and warranties under the Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60a(a)(1) as amended.

Instructions:

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Litchfield, regardless of contract value. Submit to the awarding agency prior to contract execution.

Representation of an Individual:

I, _____, of _____,
Signatory Business Address

Represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60 (a) (1) as amended.

_____ _____
Signatory Date

_____
Printed Name

HOLD HARMLESS AGREEMENT

The Contractor named below agrees that it will indemnify and hold harmless the Town of Litchfield and its respective officers, agents and employees from any loss, costs, damages, expenses, judgments and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury or damage to property directly or indirectly, including the loss of use resulting therefrom as permitted by law, unless and to the extent caused by the Town of Litchfield's negligence or its willful acts.

SUPPLEMENTAL AGREEMENT

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's subcontractors under any circumstances, will be considered servants or agents of the Town of Litchfield and the Town will be at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Contractor's subcontractors. The Town will not withhold from the contract payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. The lump sum or unit charges for the services provided does not represent gross wages and further the Town will not provide the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Town for its employees.

STATE OF CONNECTICUT)
) ss:
COUNTY OF)

Signed:_____

Print Name:_____
Title:_____
Company:_____
Address:_____
_____

Subscribed and sworn to before me on
this _____ day of _____, 2014.

_____
Notary Public