



Patricia A. Peshka
Purchasing Agent

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Mayor

City of Warwick
Purchasing Division
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The following notice is to appear on the City of Warwick's website Tuesday, January 15, 2019. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

Bid2019-240 Analytical Testing of Water Samples

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Tuesday, January 15, 2019.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Wednesday, February 6, 2019. The bids will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards will be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

The City of Warwick, in addition to soliciting bids in response to this bid, may consult, consider, and make an award for any and all open bid offers for a comparable unit as sought herein at the following websites:

RI State MPA: <http://www.purchasing.ri.gov/MPA/MPASearch.aspx>

NASPO: <https://www.naspo.org/>

NJPA (National Joint Powers Alliance): <https://www.njpacoop.org/cooperative-purchasing>

MHEC (Massachusetts Higher Education Consortium): <https://www.mhec.net/>

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2013 at least 48 hours in advance of the bid opening date.

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PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

Acknowledgement of Addendum (if applicable)

Addendum Number	Signature of Bidder
_____	_____
_____	_____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____*

*Please include your email address. Future bids will be emailed, unless otherwise noted.

II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor, accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____

Bid2019-240

Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statutes, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered in any way**

**CITY OF WARWICK
NOTICE TO BIDDERS**

Bid2019-240 Analytical Testing of Water Samples

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids will be accepted via facsimile or email.

The opening of bids will be in the order established by the posted agenda and the agenda will continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid will be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and one (1) copy in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "Bid2019-240 Analytical Testing of Water Samples."

Should you have any questions, please contact Daniel O'Rourke, Water Division, at 401-921-9734.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder should initial the change.

Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it is open.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder will indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The IRS Form W-9 available on www.warwickri.gov should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

For a bid to be awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a **Certificate of Good Standing** from **The Rhode Island Secretary of State** dated no more than thirty (30) days prior to the date upon which the bid approval was made. **Please note that no other State's Certificate of Good Standing will be accepted.**

The successful bidder will provide said **State of Rhode Island's Certificate of Good Standing** (if required) within ten (10) calendar days after notification or the City reserves the right to rescind said award.

Prices to be held firm April 26, 2019 through April 25, 2021. The City of Warwick reserves the right to award this contract as a one (1) year or two (2) year contract, as deemed most favorable to the interest of the City. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The successful bidder must comply with all Rhode Island Laws applicable the public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City will incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor will be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit will be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick will be the sole responsibility of and will be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick will be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement will cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

BID FOR ANALYTICAL TESTING OF WATER SAMPLES

The Water Division, through the Purchasing Agent, City of Warwick, Rhode Island, is seeking price quotations for conducting analytical testing of water samples for a two-year period taken from the City of Warwick water distribution system in accordance with the following terms:

1. That the laboratory shall be certified under the requirements of the Safe Drinking Water Act, (P.L 93-523) licensed by the State of Rhode Island Department of Health: copy of verification, license, and appendix shall be submitted with bid.
2. That all testing shall be in accordance with the U.S. EPA Standards and the State of Rhode Island Department of Health Public Drinking Water Act, as provided in Chapter 46-13 and 42-35 of the General Laws of Rhode Island amended.
3. That this agreement shall be for a two (2) year period from April 26, 2019 to April 25, 2021.
4. That either party may terminate the agreement by submitting written notice of such intention to the other through registered mail. The agreement shall continue for a period of sixty (60) days from date of notice whereupon it shall expire.
5. Samples shall be obtained each day, Monday through Thursday, except certain holidays or weather conditions beyond the control of the Water Division. Monthly totals have averaged approximately 95 - 105 samples.
6. That properly prepared and sterilized bottles shall be furnished by the Company awarded the bid.
7. That samples shall be obtained by personnel of the City of Warwick, Water Division and delivered to a mutually agreed upon location for analytical testing. Laboratory personnel shall be available to give sampling instruction to Water Division personnel upon request.
8. That the cost per sample to the City of Wawick shall be specified on the rate Schedule (Exhibit "A"). This fee shall be for the examination of 100 milliliter portions of each sample for the presence or absence of coliform organisms in accordance with a procedure acceptable to the Water Division (either MF or PA method) presented in Standards Methods for the Examination of Water and Wastewater, the 18th Edition, or latest edition. In addition, the heterotrophic plate count procedure will be used when no chlorine is detected in a sample presented to the lab in accordance with Rhode Island Department of Health requirements.
9. That additional functions or duties beyond the scope of this agreement desired by the City of Warwick, Water Division shall be billed at a per unit/hourly rate mutually agreed upon prior to undertaking such work.

10. Additional sample(s) may be presented for approval of a new water main being put into service, detection of bacteria in a water main following a water break or other sample(s) such as: lead and copper testing, HPC, asbestos, organic's, disinfection by-products such as HHA's and TTHM's, maintenance of water mains, pumping stations and/or storage reservoirs. The purpose of these tests is to determine that an area of concern has been disinfected and is suitable for drinking water. The laboratory tests should focus on, but not be limited to, residual chlorine, coliform bacteria, color, odor, turbidity, taste, sediment and meeting U.S. EPA primary drinking water regulations. Any results of the aforementioned tests shall be provided in written form to the appropriate personnel in the Water Division and/or regulatory agency. Other tap samples may need to be analyzed due to customer complaints resulting from color, turbidity, taste, odor, pH, question of potability, etc. Direct communication with the customer may be required by the Water Division to obtain specific information relative to analytical requirements to assist in resolving the complaint. Fees for this work shall appear in the Rate Schedule (Exhibit "A"), Item 5. A separate written report with recommendation(s) for corrective action shall be prepared and submitted to the Division Chief for each customer complaint reported.
11. That monthly bacteriological reports of the results of the distribution system samples shall be submitted to the Water Division as stipulated in the General Laws of Rhode Island and the Rhode Island Department of Health within five (5) working days of completion of the monthly samples. Results will be reported on the appropriate Rhode Island Department of Health forms pursuant to the latest Rhode Island Department of Health reporting requirements.
12. When a positive result is recorded, a representative of the testing service must call the Water Division to contact key personnel. If it is necessary to contact someone on a weekend or a holiday, home telephone numbers and cell phone numbers will be available to the company. In addition, for each positive sample result the lab must complete Exhibit "B" and forward to the Division Chief on the same business day or first business day after a weekend.
13. In addition, the successful bidder must be available seven (7) days per week, including after normal business hours (7:00 am – 3:30 pm) to respond to unforeseen occurrences in the distribution system requiring immediate delivery of water sample(s) to the lab or analysis. Emergency contact numbers must be made available to the Water Division.

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

Bid2019-240 Analytical Testing of Water Samples

EXHIBIT 'A'

Item	Description	Unit	Year 1	Year 2
1	Examination of a 100 milliliter portion of each ea. sample for the presence or absence of coliform or organisms.	Ea.		
a	Membrane Filter Method (HPC)	Ea.		
b	Presence Absence Method (P/A)	Ea.		
2	Confirmation of Fecal Coliform as needed	Ea.		
3	Heterotrophic plate count procedure when required.	Ea.		
4	Examination of a newly installed/repaired water main sample for the presence or absence of coliform organisms, turbidity color, taste, odor, etc. Separate written report required.	Ea.		
5	Examination of customer complaints resulting from color, taste, odor, ph, question of potability, etc. Separate written report required with recommendation(s) for corrective action, if necessary.	Ea.		
6	Perform consultant functions as required by the City of Warwick, Water Division or as specified in item#10.	Ea.		
7	Additional Testing as required by existing US EPA water monitoring and proposed requirements for:			
a	Lead & Copper Sampling	Ea.		
b	Water Quality parameter (WQP) sampling	Ea.		
c	Synthetic Organic Compounds	Ea.		
d	HHA Test	Ea.		
e	TTHM Test	Ea.		
f	Other	Ea.		
g	UCMR3 Testing as required by latest EPA Regulations	Ea.		

EXHIBIT 'B'

WARWICK WATER DIVISION COLIFORM NOTIFICATION RECORD

1. Coliform Positive results identified: Date/Time _____

2. Contact made with Warwick Water Division Representative:

Person(s) called: _____

Person Calling, Date and Time: _____

Information transmitted: "The sample collected on (date) at (site) was found to contain coliform bacteria. Within twenty-four hours repeat samples need to be collected at the same site and at one site within five connections before or upstream of that site and at one site with five connections after or downstream of that site. If we do not receive these samples in a timely fashion, a follow-up telephone call will be made indicating the date, time and individuals involved in this conversation".

3. Record transferred to login station – Date/Time _____

4. A. Follow up samples logged in with next set of samples per telephone call:
_____ OR

B. Follow up samples not received and Warwick Water Division was called:

Person(s) called: _____

Person calling, Date and Time: _____

Information transmitted: "On (Date) at (Time) (Person calling in 2) called (Person contacted) and indicated that a sample collected on (sample date) at (sample site) was found to have coliform bacteria present. We informed (person contacted) that within twenty-four hours repeat samples needed to be collected at the original sample site and within five service connections on both the upstream and downstream sides of that site. We have not yet received the repeat samples. Please advise us of the situation, which we can note in our log.

TO BE INCLUDED IN MONTHLY SAMPLING SUMMARY REPORT

CITY OF WARWICK
BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid2019-240 Analytical Testing of Water Samples

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price.

This offer will remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance by the CITY OF WARWICK will transform the bid into a contract. This bid and contract will be secured by Bonds, if required by the specifications.

Pricing as Submitted