

**REQUEST FOR QUOTATION  
FOR  
QUARTERLY ACUTE BIOASSAY MONITORING OF  
TREATMENT PLANT EFFLUENT  
FOR A TWO (2) YEAR PERIOD**



**BAYSHORE REGIONAL SEWERAGE AUTHORITY  
100 Oak Street  
Union Beach, NJ 07735**

**Phone: (732) 739-1095  
Fax: (732) 739-2459**

[www.BayshoreRSA.com](http://www.BayshoreRSA.com)

**Prepared by: Engineering Department**

## Due Date

Sealed Bid Proposals for the referenced Contract will be received at the BRSA, 100 Oak Street, Union Beach, NJ, to the Attention of **Michelle Izzo**, Qualified Purchasing Agent, **up to 2:00 P.M. prevailing time on Monday, April 4, , 2011, at which time they will be publicly opened and read aloud by BRSA.** No bids will be accepted after said prevailing time and day.

## SPECIFICATIONS

### 1.0 General

The Bayshore Regional Sewerage Authority (BRSA) owns and operates a Wastewater Treatment Plant in accordance with the NJPDES Permit No. NJ0024708 as issued by the Division of Water Resources, NJDEP. The intent of this solicitation is to obtain a State of New Jersey certified laboratory to secure samples, perform analysis and provide written reports for specialized testing required under the NJPDES Permit for all Bioassay Requirements.

1.01 The Laboratory shall conduct toxicity tests on the Bayshore Regional Sewerage Authority wastewater discharge in accordance with the provisions of this specification. Such testing shall determine if appropriately selected effluent concentrations adversely affect the test species.

1.02 Acute toxicity tests shall be conducted using the test species and method identified in Part III of the BRSA permit. (LC50 Statre 96hr Acu Mysid bahia)

1.03 Any test that does not meet the specifications of N.J.A.C. 7:18, laboratory certification regulations, must be repeated within 30 days of the completion of the initial test.

1.04 The laboratory shall collect and analyze the concentration of ammonia-N in the effluent on the day a sample is collected for WET testing. This result is to be reported on the Biomonitoring Report Form.

1.05 For the purposes of Acute Whole Effluent Toxicity testing, the laboratory may dechlorinate the sample in accordance with N.J.A.C. 7:18-9.5(b)6.iii when a sample contains chlorine above the level of 0.1 mg/L, when measured at the toxicity testing laboratory in the effluent sample to be used for testing, just prior to mixing of the test solutions with dilution water for testing. Chlorine levels shall be measured using the methods contained at N.J.A.C. 7:18-8. The reporting shall be consistent with N.J.A.C. 7:18-9.5(b)6.iii.

1.06. Submit an Acute Methodology Questionnaire: within 40 days from the effective date of this Agreement. The Bayshore Regional Sewerage Authority is required to submit the questionnaire after any change of laboratory occurs.

1.07 The laboratory shall submit toxicity test results on the appropriate NJDEP forms.

2.0 Scope of Work

Over a two year period a minimum of eight (8) Bioassay Tests will be required, as a minimum as outlined below.

3.0 Pick Up and Transportation of Samples

The laboratory shall install samplers and collect samples from the BRSA, quarterly, at the Authority's plant in Union Beach, New Jersey, and shall pick up from the treatment plant and transport the collected samples to the laboratory.

4.0 Required Testing and Frequency of Analysis Are Listed Below

4.01 Bayshore Regional Sewerage Authority is required to perform acute toxicity bioassay testing of secondary effluent prior to disinfection. Sampling procedures are detailed in N.J.A.C. 7:18-65. Bioassays shall be performed according to regulations included in NJAC 7:18 and shall be reported as percent wastewater causing 50% mortality over a 96 hr. period (96 hour LC50). The test organism shall be Mysid shrimp (Mysidopsis bahia).

<u>Process Stream</u>	<u>Anaylsis</u>	<u>Required Forms</u>	<u>Frequency</u>
Secondary Effluent Prior to Chlorination	Flow Through Acute Bioassay (96 hr.LC50)	NJPDES Biomonitory Report form 4 pages	Quarterly <u>Reporting</u>

Testing Dates will be determined by the Bayshore Regional Sewerage Authority during regular business hours. The Laboratory shall respond to the request for testing within fourteen (14) days.

5.0 Turn around time for reporting results

Results of analysis shall be reported within fourteen (14) days of the last sample date. Failure to report laboratory results in a timely manner shall be grounds withholding payments or cancellation of the Work.

6.0 Term

The Laboratory shall keep the unit prices quoted fixed for a 24 month period, commencing the First of the month following notification to do the work.

\* \* \* \* \*

## SPECIAL PROVISIONS

### 1.0 Termination

The Bayshore Regional Sewerage Authority (BRSA) reserves the right to terminate the Work in the event the Laboratory fails to perform in accordance with the specifications. A determination of same shall be solely within the discretion of the BRSA. A Termination Notice will be sent by certified mail to the address listed in the Quotation as the Laboratory's legal place of business. Receipt of said Termination Notice shall be sufficient notice to the Laboratory that the Work is terminated and that the Laboratory is to cease work immediately.

### 2.0 Insurance

#### 2.1 General Requirements

2.1.1 The Laboratory testing work shall not commence until the Certified Laboratory has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the Bayshore Regional Sewerage Authority nor shall the Certified Laboratory allow any Subcontractor to commence work on any projects until all insurance required of the Subcontractor has been so obtained and approved by the Laboratory. Approval of insurance required of the Certified Laboratory will be granted only after submission to the owner original certificates of insurance signed by authorized representatives of the insurers or, at the owner's request, certified copies of the required insurance policies.

2.1.2 The Certified Laboratory shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance business auto liability insurance and workers compensation/employers liability insurance at the same limits required of Certified Laboratory.

2.1.3 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until sixty (60) days prior written notice has been given to the Owner.

Therefore, the phrases "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

2.1.4 No acceptance and/or approval of any insurance by the owner shall be construed as relieving or excusing the Certified Laboratory or the Laboratory's Surety from any liability or obligation imposed upon either or both of them by provisions of this Contract.

2.1.5 Any deductibles or retention's of (\$5,000) or greater shall be disclosed by the Certified Laboratory, and are subject to the owner's written approval. Any deductible or retention

amounts elected by the Professional Service Contractor or imposed by the Laboratory's insurer(s) shall be the sole responsibility of the Certified Laboratory.

2.1.6 All Insurance coverage shall be with AM Best's rated A- or better Insurance companies licensed to do business in the State of New Jersey.

## 2.2 Professional Service Contractor Liability Insurance Requirements

2.2.1 The Certified Laboratory shall purchase the following insurance coverage's for not less than the limits specified below or required by law, whichever is greater.

Commercial general liability insurance or its equivalent for bodily injury, personal injury, and property damage including loss of use, with minimum limits of:

\$1,000,000	each occurrence;
\$1,000,000	personal and advertising injury;
\$2,000,000	general aggregate; and
\$1,000,000	products/completed operation aggregate.

This insurance shall include coverage for all of the following:

- General aggregate limit;
- Liability arising from premises and operations;
- Liability arising from the actions of independent contractors;
- Contractual liability including protection for the Certified Laboratory from bodily injury and property damage claims arising out of liability assumed under this Contract;
- and

2.2.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 (CSL) Bodily Injury and Personal Injury per accident and including coverage for all of the following:

- Liability arising out of the ownership, maintenance or use of any auto;
- Auto non-ownership and hired car coverage.

2.2.3 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$500,000	each accident for bodily injury by accident; (LSHW)
\$500,000	each employee for bodily injury by disease; and
\$500,000	policy limit for bodily injury by disease.

2.2.4 Professional Liability: Professional Laboratory Services (such as, but not limited to Architects, Engineers, Attorneys, Physicians, Certified Laboratory and Risk Management Consultants) shall provide Bayshore Regional Sewerage Authority with a certificate of insurance evidencing professional liability and/or malpractice insurance with minimum limits of \$1,000,000 combined single limit.

2.2.5 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$1,000,000 per occurrence;  
\$1,000,000 aggregate for other than products/completed operations and auto liability; and  
\$1,000,000 products/completed operations aggregate.

2.2.6 Insurance specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and Owner's shall be excess of and non-contributory with insurance provided.

### 2.3 Indemnification

2.3.1 The Laboratory will protect, defend, indemnify and hold harmless the Bayshore Regional Sewerage Authority from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, Subcontractor(s), Sub-subcontractor(s), and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against or any of their agents or employees, by an employee of the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefit Acts.

### 3.0 Equal Employment Opportunity Language N.J.S.A. 10:5-31 Et Seq. N.J.A.C. 17:27

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-3 1 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17: 27.

**Name of Company:** \_\_\_\_\_

**Name of Authorized Employee:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Name of Authorized Employee Signature:** \_\_\_\_\_ **Title** \_\_\_\_\_

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Bayshore Regional Sewerage Authority, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C. §12101* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim

which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

#### 4.0 New Jersey Business Registration Requirements

The Contractor is required to comply with the New Jersey Business Registration provisions in accordance with New Jersey P.L.2004, c57 (Chapter 57), which imposes certain requirements upon a business competing for, or entering into a contract with a public contracting agency. Proof of business registration shall be a copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue. Information on how a business can obtain a certificate can be obtained on the Internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at 609-292-1730. A copy of your Business Registration Certificate may be submitted with your proposal, but must be received, prior to award of contract.

In addition, the contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the Bayshore Regional Sewerage Authority, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with the Bayshore Regional Sewerage Authority.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”

\* \* \* \* \*

QUOTATION OF

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

BIOASSAY REPORTING  
TO THE  
BAYSHORE REGIONAL SEWERAGE AUTHORITY

The undersigned, as Bidder, having carefully read the, Specifications, Special Provisions, Quotation Form, hereby agrees to the requirements for Bioassay Reporting Services in accordance with these Specifications at the unit prices listed on Page Q-2. Further, the undersigned, declares that only parties interested in this Quotation as principals are named herein and that this Quotation is made without collusion with any other person, firm or corporation.

\_\_\_\_\_  
(Authorized Party sign here)

\_\_\_\_\_  
(Name, Title)

OTHER PRINCIPALS OF FIRM

1. \_\_\_\_\_

4. \_\_\_\_\_

2. \_\_\_\_\_

5. \_\_\_\_\_

3. \_\_\_\_\_

6. \_\_\_\_\_

Date \_\_\_\_\_

QUOTATION TO  
BAYSHORE REGIONAL SEWERAGE AUTHORITY  
UNION BEACH, NEW JERSEY  
FOR  
BIOASSAY REPORTING

Item 1.00 Quarterly Acute Bioassay Monitoring of Treatment Plant Effluent

Unit Price each analysis      \$ \_\_\_\_\_

Item 2.00 Estimated Yearly Cost, eight (8) Acute Bioassay Analysis at the above price

8 x Unit Price = TOTAL      \$ \_\_\_\_\_

Extension of Contract- The BRSA reserves the right to extend the Contract one time, for a two-year period, subject to agreement by the contractor and the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation. Should BRSA renew the Contract, the prices shall be per the original Contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. On the 22<sup>nd</sup> month of the Contract period, the Contractor must submit in writing their request for a contract extension with or without an increase. Requests for Contract increases shall be considered if the Contractor can satisfactorily demonstrate to BRSA that they have experienced increased costs with respect to labor, materials, and transportation.