

## INVITATION FOR BID

The Henderson Water and Sewer Commission of the City of Henderson, Kentucky will receive sealed competitive bids at its office at 111 Fifth Street, Henderson, Kentucky 42420; until Tuesday July 12 at 1:30 p.m. local time at which time the bids will be opened and considered for the purchase of the following:

### LAB SERVICES – WASTEWATER FOR HENDERSON WATER UTILITY

Specifications and Instructions to Bidders may be obtained from:

HWU website: <http://tinyurl.com/hwu-bids>.

HWU Bobby Gish Administration Building: 111 Fifth Street, Henderson, KY 42420

Questions regarding this bid should be directed to the Josh Thompson at 270-869-6590.

The Water and Sewer Commission reserves the right to accept or reject any or all bids in whole or in part and to waive informalities and/or technicalities in the bids. Conflicts of interest, gratuities and kickbacks as defined and provided for in K.R. S. 45A.455 are absolutely prohibited.

Clarifications and Addenda will be posted on the HWU procurement website as listed above.

Bidders should submit their sealed bids by customary means, prior to the bid opening time.

## SOLICITATION INSTRUCTIONS AND CONDITIONS

### 1. DEFINITIONS: As used herein:

- a. The term “solicitation” means Invitations for Bids (IFB) and Requests for Proposals (RFP).
- b. The term “offer” means bid or “proposal”.
- c. “Non-resident bidder” is defined by KRS 45A-494(3).
- d. “Resident bidder” is defined by KRS 45A-494(2)
- e. “Qualified bidder” means Kentucky Industries for the Blind, Incorporated; any non-profit corporation that furthers the purposes of KRS Chapter 163; or a qualified non-profit agency for individuals with severe disabilities as described in KRS 45A.465(3)
- f. “Responsive bidder” is a vendor who has submitted a bid which conforms in all material aspects to the requirements stated in the IFB.
- g. “Responsible bidder” is a bidder who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
- h. In this document, the DOW refers to the State of Kentucky Division of Water.

### 2. PREPARATION OF OFFERS:

- a. Bidders shall examine the drawings, specifications, schedule, and all instructions. Failure to do so shall be at the bidder’s risk.
- b. Offers shall set forth full, accurate, and complete information as required by the solicitation. Offers that contain a bidder’s own special terms and conditions in conflict with the terms of the solicitation or state statutes and regulations may be rejected.
- c. Each bidder shall furnish the information required by the solicitation on the bid forms included herein. The bidder shall sign the solicitation in ink and type or print in ink his name, firm, address, telephone number, and date. Erasures or other changes shall be initialed in ink by the person signing the offer. Approved electronic format may also be accepted.
- d. Any explanation or statement which the vendor wishes to make concerning the bid shall be written separately and independently of the proposal or bid, attached to the bid form, and placed in the envelope with the bid. Any such statement or explanation must refer to the bid submitted and shall also be signed by the vendor.
- e. Unit price for each unit offered shall be shown and such price shall be inclusive of all costs as specified within the Bid Form. Sample bottles, any required preservatives, shipping (of the sample bottles to HWU and the samples back to the lab), environmental fees, sample disposal fees and any other charges should be included in the unit price bid. A total shall be entered in the amount column of the schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price shall govern.
- f. Cash discounts shall not be considered in making the award of the contract. However, if vendor offers discounts for payment net 10 or net 15, please indicate so in your submittal.
- g. Trade discounts shall be deducted by the vendor in calculating the unit price quoted, unless otherwise stated.
- h. Offers for supplies or services other than those specified shall not be considered unless authorized by the solicitation.
- i. Time, if stated as a number of days, shall include Saturdays, Sundays, and Holidays. One day is 24 hours; One week is 7 days; One month is 28 days.

### 3. BIDDER CLARIFICATION – REQUEST AND RESPONSE

Any explanation desired by a bidder regarding the meaning or interpretation of the solicitation drawings, specifications, etc., **shall be requested in writing to the Purchasing Manager not less than seven (7) calendar days prior to the bid opening date or as outlined in the Bid Form.** Oral explanations or instructions given before the award of the contract shall not be binding. Any clarifying information given to a prospective bidder

concerning a solicitation shall be furnished to all prospective bidders through a clarification posted on the HWU website, or as an amendment of the solicitation (if there was a change in the scope of the bid), which would also be posted on the HWU website and would also include an amended bid form. **VENDORS WILL NOT BE NOTIFIED INDIVIDUALLY OF CLARIFICATIONS/AMENDMENTS TO THE BID.** All information pertaining to the bid will be posted on the HWU website [www.hkywater.org](http://www.hkywater.org).

**4. ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS:**

Receipt of an addendum to a solicitation shall be acknowledged by the bidder on the bid form and the bid shall be submitted on the bid form which is noted as AMENDED. Verbal acknowledgement shall not be accepted. Failure to acknowledge addenda may cause the bid to be considered non-responsive.

**5. SUBMISSION OF OFFERS:**

- a. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The bidder shall show the opening hour and date specified in the solicitation, the solicitation number, and the name and address of the bidder on the face of the envelope(s).
- b. Telegraphic or facsimile offers shall not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic or facsimile notice, if such notice is received prior to the hour and date specified for receipt. Telegraphic or facsimile modifications shall not mention unit prices or total price; but shall only refer to percentage change or numerical change (i.e., reduce unit price of item 1 by \$1.00).
- c. Samples of items, if required, shall be submitted within the time specified, and not unless otherwise specified, at no expense to HWU. If not destroyed by testing, samples shall be returned at the bidder's request and expense, unless otherwise specified by the solicitation. Unless a request for their return is made within thirty (30) days of award of contract, all samples shall become property of HWU.

**6. MODIFICATION OR WITHDRAWAL OF OFFERS:**

Offers may be modified or withdrawn by written notice received prior to the exact hour and date specified for receipt of offers. An offer may also be withdrawn in person by a bidder or his authorized representative, if his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

**7. LATE OFFERS AND MODIFICATIONS:**

Offers and modifications of bidders received at the office designated in the solicitation after the exact hour and date specified for receipt shall not be considered for an award of contract, UNLESS:

- a. No bids are received other than the late bid; and
- b. The need of an agency is determined to preclude the re-solicitation of bids.

**8. MULTIPLE AND ALTERNATE BIDS:**

Bidders shall submit one response only to the solicitation and shall not propose more than one price, model, and brand for each bid item. Multiple or alternate bids offering more than one bid price in total (or by line-item) shall be cause for rejection unless specifically called for in special provisions provided elsewhere in the solicitation.

**9. AWARD OF CONTRACT:**

- a. Best Value – Ranking Approach by overall lowest estimated cost per year as submitted by a responsible bidder. HWU may consider a vendor's past performance when determining responsibility.

**Measurable Criteria:**

Price 100 Points

Each Vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each Vendor the maximum score based on the available data submitted by the Vendor. VENDOR SHALL ENTER UNIT PRICE ON THE BID SHEET. If adequate space is not available, the Vendor must attach additional information that clearly cross-references the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.).

Vendors responding with less than the minimum Best Value requirements in this Solicitation shall not be credited with Best Value points. Vendors responding with greater than the minimum requirements shall receive Best Value points. Failure to provide adequate information may impact the evaluated points awarded to the Vendor.

Best Value scoring is subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410)**. In order to receive these preferences, qualified vendors MUST return the completed forms with the bid document.

- b. The awarded contract shall agree to offer the prices and the terms and conditions offered herein to any municipality, county or state government; public utility; non-profit hospital; educational institute; special governmental agency; and non-profit corporation performing governmental functions in Western Kentucky area who wish to participate in a cooperative purchase program with Henderson Water Utility. Other agencies will be responsible for entering into separate agreements with the Contract and for all payments thereunder.
  - c. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the Henderson Water and Sewer Commission and the Henderson Water Utility against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save harmless the Henderson Water and Sewer Commission and the Henderson Water Utility from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his servants, or agents.
10. A written award mailed (or otherwise furnished) to the successful bidder(s) within the time for acceptance as specified in the offer shall be deemed to result in a contract without further actions by either party.

#### **Kentucky Preference Laws**

The scoring of bids/proposals is subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.**

#### **Reciprocal preference for Kentucky resident bidders**

##### **KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.**

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

##### **KRS 45A.492 Legislative declarations.**

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

##### **KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.**

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
  - (a) Is authorized to transact business in the Commonwealth; and
  - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

#### **Determining the residency of a bidder for purposes of applying a reciprocal preference**

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office indemnified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

#### **Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.**

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming "qualified bidder" status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder- affidavit form included. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

## 11. LENGTH OF BID

Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance by the Henderson Water and Sewer Commission or as set forth in Bid Specifications. At HWU's discretion, this bid will be eligible for 2 one-year extensions. At each extension, with proper justification, the vendor may request a price increase. The request for a price increase must include valid indicators for the product/service being provided (such as the Consumer Price Index). HWU will make the decision to accept the offer or reject it and re-bid.

## 12. KENTUCKY / INDIANA SALES AND USE TAXES:

Sales of tangible personal property or services to HWU are not subject to state sales or use taxes. Henderson Water Utility's Kentucky/Indiana sales tax exemption number will be provided to the successful bidder(s).

Henderson Water Utilities sales tax exemption status may not be used by the bidder to acquire materials or supplies on a sales tax-exempt basis. Any sales taxes or other taxes incurred by the bidder remain the responsibility of the bidder. It is assumed that all such costs incurred by any bidder are included in his bid price.

## 13. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:

Any contracts or orders placed as a result of the offer shall be governed by the laws of the Commonwealth of Kentucky. The rights and obligations of the parties thereto shall be determined in accordance with these laws. Any offer conditioned upon governance by the laws of a state other than Kentucky shall not be considered.

Conflicts of interest, gratuities and kickbacks as defined and provided for in K.R.S. 45A.455 are absolutely prohibited. Bidder acknowledges and certifies by submission of his bid that all the provisions of K.R.S. 45A.455 are complied with fully.

A City of Henderson business license is required for all vendors servicing accounts within the City of Henderson. Information regarding the business license can be obtained by calling the business license office at 270-831-1200. Vendors will be allowed ten (10) days after award of bid to submit a copy of their current business license to the Purchasing Manager.

## 14. CONFLICTS OF INTEREST – Gratuities and kickbacks – Use of confidential information (KRS 45A.455)

- a. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:
  - (a) He, or any member of his immediate family has a financial interest therein; or
  - (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
  - (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.
- b. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory

capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

- c. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- d. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.
- e. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

#### **15. CONTRACT MODIFICATIONS:**

During the period of the contract, no modification shall be permitted in any of its conditions and specifications unless the contractor receives written approval from the Purchasing Manager.

If the contractor finds at any time that existing conditions make modification in requirements necessary, he shall promptly report such matter to the Purchasing Manager for consideration and decision. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

#### **16. SELLER'S INVOICES:**

Invoices shall be prepared and transmitted to HWU at the provided address. Invoicing for all analytical tests shall be sent to HWU **no later** than 30 days after testing is performed. Failure to provide invoices with the required documentation will result in the invoices being held for payment. Repeated failure to provide documentation could result in termination of contract by HWU.

HWU is a municipality and invoices are processed for payment not less than once per month. Regardless of any stipulations attached by vendor, HWU terms are net 30 after:

- a. Receipt of appropriately documented invoices.
- b. The invoice, when received, must have the correct pricing or have a credit memo issued. HWU will not process any invoices "short-paid".

#### **17. PRECEDENCE OF PROVISIONS:**

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order:

(a) Solicitation Instructions and Conditions; (b) General Conditions; (c) other provisions of the contract, whether incorporated by reference or otherwise and (d) the specifications.

**18. INSURANCE:**

Contractors, including all Subcontractors, furnishing labor, and/or equipment under this requirement shall carry the following insurance in addition to all insurance required by law. Valid certificates of insurance shall be furnished to the HWU prior to the Contractor causing any work to begin.

A. Workman’s Compensation	Statutory
B. Broad Form Comprehensive General Liability including coverage for Bodily Injury, Personal Injury, Broad Form Property Damage (No deductible clauses are acceptable for these coverages), and Independent Contractors (Subcontractors)	\$1,000,000 Combined Single Limit
C. Comprehensive Automobile Liability, including Hired Car and Employer’s Non-Ownership Liability Coverage.	\$1,000,000 Combined Single Limit
D. Endorsement naming as additional insured “The Henderson Water and Sewer Commission, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.”	
E. Endorsement that Contractor’s insurance coverage shall be primary insurance as respects HWU. Any insurance or self-insurance maintained by HWU shall be separate from Consultants insurance and shall not contribute with it.	
F. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, to Henderson Water Utility, 111 Fifth Street, Henderson, KY 42420.	



## BID FORM

**PROJECT IDENTIFICATION:**     **Lab Services – Wastewater**  
Henderson Water Utility  
Ref# 202218\_LabServices\_Wastewater

**THIS BID SUBMITTED TO:**     Henderson Water Utility  
111 Fifth Street  
Henderson, Kentucky 42420  
July 12, 2022 1:30 p.m. local time

1. Questions regarding this bid should be directed to Josh Thompson, 230 North Alvasia Street, Henderson, KY 42420 (270) 869-6590, [thompsonj@hkywater.org](mailto:thompsonj@hkywater.org) in accordance with Item 3 of the Solicitation Instructions and Conditions included with this bid.
2. Critical dates regarding this bid:
  - a. July 7, 2022: last day to submit questions for clarification of bid: clarifications or amendments will be posted within 2 days of this date.
  - b. July 12, 2022: Bid submittal deadline 1:30 p.m. local time
  - c. July 18, 2022: Board Meeting tentative approval
3. The undersigned BIDDER proposes and agrees, if this bid is accepted, to furnish all supplies and services as specified or indicated in the bid documents and specifications for the bid prices and in accordance with the other terms and conditions of the bid documents and specifications.
4. BIDDER accepts all the terms and conditions of the Advertisement or Invitation to Bid and the bid documents and specifications. This bid will remain subject to acceptance for ninety days after the day of bid closing.
5. In submitting this bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. BIDDER has examined copies of all the bidding documents.
  - b. BIDDER has familiarized itself with the nature and extent of the Bid Documents and Specifications, and all conditions, laws and regulations that in any manner may affect cost, or furnishing the equipment required.
  - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over the PURCHASER. Bidder acknowledges and certifies by submission of his bid that all the provisions and statutes of K.R.S.45a.465 are complied with fully.
6. BIDDER will furnish sample bottles, any required preservatives, and shipping coolers (if required).
7. All item prices MUST include sample bottles, any required preservatives, shipping (of the sample bottles to HWU and the samples back to the lab), environmental fees, sample disposal fees and any other charges should be included in the unit price bid.
  - a. The bidder must complete the following Pricing Form and Signature Page. If the bidder has no information for any item on the Pricing Form, the bidder should indicate on the form as "NO INFORMATION".
  - b. Failure to follow directions or complete the attached forms may result in nullification of bid.

**BID SPECIFICATIONS  
LAB SERVICES – Wastewater**

**GENERAL INFORMATION**

The Henderson Water Utility (HWU) of Henderson, KY seeks to enter into contract with a Water Quality Testing & Reporting Laboratory. The awarded lab must be certified in Kentucky and shall have and maintain proper NELAP Accreditation. All wastewater analysis reports shall be submitted to the approved HWU representative and the State of Kentucky Division of Water (DOW).

WWTP Lab Services Bid							
	Units	Method	NWWTP		SWWTP		
			Compliance Testing Frequency	Annual Total	Compliance Testing Frequency	Annual Total	
<b>Permit Compliance</b>							
BOD <sub>5</sub> , EFF	mg/L	40 CFR 136 Approved Method, as amended or pre-approved alternative	2/wk	104	4/wk	208	
BOD <sub>5</sub> , INF	mg/L	41 CFR 136 Approved Method, as amended or pre-approved alternative	2/wk	104	9/wk	468	
TSS, EFF	mg/L	42 CFR 136 Approved Method, as amended or pre-approved alternative	2/wk	104	4/wk	208	
TSS, INF	mg/L	43 CFR 136 Approved Method, as amended or pre-approved alternative	2/wk	104	9/wk	468	
Ammonia as NH <sub>3</sub> N, EFF	mg/L	44 CFR 136 Approved Method, as amended or pre-approved alternative	2/wk	104	9/wk	468	
Ammonia as NH <sub>3</sub> N, INF	mg/L	45 CFR 136 Approved Method, as amended or pre-approved alternative	2/wk	104	3/wk	156	
E. Coli	#/100 ml	46 CFR 136 Approved Method, as amended or pre-approved alternative	1/wk	52	4/wk	208	
Total Nitrogen, EFF	mg/L	47 CFR 136 Approved Method, as amended or pre-approved alternative	1/wk	52	4/wk	208	
Total Nitrogen, INF	mg/L	48 CFR 136 Approved Method, as amended or pre-approved alternative	1/wk	52	4/wk	208	
Total Phosphorus, EFF	mg/L	49 CFR 136 Approved Method, as amended or pre-approved alternative	1/wk	52	4/wk	208	
Total Phosphorus, INF	mg/L	50 CFR 136 Approved Method, as amended or pre-approved alternative	1/wk	52	4/wk	208	
Acute WET	TU <sub>A</sub>	DOW Cited & Approved	1/qtr	4	1/qtr	4	

Sludge - 503	Units	Method	NWWTP		SWWTP	
Arsenic	mg/kg	Method can vary; must be compliant with 40 CFR 503	Every 4 Months	3	Every 4 Months	3
Cadmium	mg/kg	Method can vary; must be compliant with 40 CFR 503	Every 4 Months	3	Every 4 Months	3
Chromium	mg/kg	Method can vary; must be compliant with 40 CFR 503	Every 4 Months	3	Every 4 Months	3
Copper	mg/kg	Method can vary; must be compliant with 40 CFR 503	Every 4 Months	3	Every 4 Months	3
Lead	mg/kg	Method can vary; must be compliant with 40 CFR 503	Every 4 Months	3	Every 4 Months	3
Mercury	mg/kg	Method can vary; must be compliant with 40 CFR 503	Every 4 Months	3	Every 4 Months	3
Molybdenum	mg/kg	Method can vary; must be compliant with 40 CFR 503	Every 4 Months	3	Every 4 Months	3
Nickel	mg/kg	Method can vary; must be compliant with 40 CFR 503	Every 4 Months	3	Every 4 Months	3
Selenium	mg/kg	Method can vary; must be compliant with 40 CFR 503	Every 4 Months	3	Every 4 Months	3
Zinc	mg/kg	Method can vary; must be compliant with 40 CFR 503	Every 4 Months	3	Every 4 Months	3
Total Phosphorus	mg/kg	Method can vary; must be compliant with 40 CFR 503	Every 4 Months	3	Every 4 Months	3
pH	S.U.	SW 846-9045	Every 4 Months	3	Every 4 Months	3
Total Solids %	%	EPA 160.3	Every 4 Months *	21	Every 4 Months *	21
Fecal Coliforms	Colony Forming Units per Gram (Dry Weight)	Extracted from EPA Fecal Coliform (Biosolids) Method 1681 (July 2006): For fecal coliform samples for sewage sludge (biosolids) only, the holding time is extended to 24 hours for the following sample types using either EPA Method 1680 (LTB-EC) or 1681 (A-1)	Every 4 Months **	21	Every 4 Months **	21
Potassium	mg/kg	Method can vary; must be compliant with 40 CFR 503	Every 4 Months	3	Every 4 Months	3
Ammonium (NH <sub>3</sub> -N)	mg/kg	Method can vary; must be compliant with 40 CFR 136 Table 1B	Every 4 Months	3	Every 4 Months	3
Nitrate-Nitrite Nitrogen (NO <sub>3</sub> -N)	mg/kg	Method can vary; must be compliant with 40 CFR 503	Every 4 Months	3	Every 4 Months	3
TKN	mg/kg	4500-Norg C-20	Every 4 Months	3	Every 4 Months	3
<i>*Total Solids % must be calculated for each day of sampling to calculate dry weight.</i>						
<i>**Fecal Coliforms must be sampled 7x over a 14-day period</i>						

Part D - Scans (Influent & Effluent)	Units	Method	NWWTP		SWWTP	
Temperature (May 1 - October 31)	°F		2/yr, INF & EFF	4	2/yr, INF & EFF	4
Temperature (November 1 - April 30)	°F		2/yr, INF & EFF	4	2/yr, INF & EFF	4
TKN	mg/L	351.2	2/yr, INF & EFF	4	2/yr, INF & EFF	4
Nitrate Plus Nitrite Nitrogen	mg/L	353.2	2/yr, INF & EFF	4	2/yr, INF & EFF	4
Nitrogen, Total	mg/l	Calc.	2/yr, INF & EFF	4	2/yr, INF & EFF	4
Ammonia as N	mg/l	350.1	2/yr, INF & EFF	4	2/yr, INF & EFF	4
Oil & Grease	mg/L	1664A	2/yr, INF & EFF	4	2/yr, INF & EFF	4
Phosphorus (Total)	mg/L	365.4	2/yr, INF & EFF	4	2/yr, INF & EFF	4
TDS	mg/L	2540 C-2011	2/yr, INF & EFF	4	2/yr, INF & EFF	4
Antimony, Total Recoverable	mg/L	200.8	2/yr, INF & EFF	4	2/yr, INF & EFF	4
Arsenic, Total Recoverable	mg/L	200.8	2/yr, INF & EFF	4	2/yr, INF & EFF	4
Beryllium, Total Recoverable	mg/L	200.8	2/yr, INF & EFF	4	2/yr, INF & EFF	4
Cadmium, Total Recoverable	mg/L	200.8	2/yr, INF & EFF	4	2/yr, INF & EFF	4
Chloride	mg/l	300.0	2/yr, INF & EFF	4	2/yr, INF & EFF	4
Chromium, Total Recoverable	mg/L	200.8	2/yr, INF & EFF	4	2/yr, INF & EFF	4
Chromium, Hexavalent	mg/L	3500Cr	2/yr, INF & EFF	5	2/yr, INF & EFF	5
Copper, Total Recoverable	mg/L	200.8	2/yr, INF & EFF	4	2/yr, INF & EFF	4
Iron, Total Recoverable	mg/l	200.8	2/yr, INF & EFF		2/yr, INF & EFF	
Lead, Total Recoverable	mg/L	200.8	2/yr, INF & EFF	4	2/yr, INF & EFF	4

Mercury, Total Recoverable	mg/L	1631E		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Molybdenum, Total Recoverable	mg/l	200.7		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Nickel, Total Recoverable	mg/L	200.8		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Potassium, Total Recoverable	mg/l	200.7		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Selenium, Total Recoverable	mg/L	200.8		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Silver, Total Recoverable	mg/L	200.8		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Thallium, Total Recoverable	mg/L	200.8		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Zinc, Total Recoverable	mg/L	200.8		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Cyanide, Free (amenable to chlorination)	mg/L	4500CN		2/yr, INF, EFF, & Sludge	6		2/yr, INF, EFF, & Sludge	6
Phenolic Compounds, Total	mg/L	420.4		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Hardness, Total (as CaCO3)	mg/L	130.1		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Acrolein	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Acrylonitrile	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Benzene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Bromoform	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Carbon Tetrachloride	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Chlorobenzene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Chlorodibromo-methane	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Chlorethane	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4

2-Chloroethylvinyl ether (mixed)	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Chloroform	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Dichlorobromo-methane	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
1,1-Dichloroethane	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
1,2-Dichloroethane	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Trans-1,2-Dichloroethylene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
1,1-Dichloroethylene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
1,2-Dichloropropane	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
1,3-Dichloropropylene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Ethylbenzene (34371)	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Methyl bromide (Bromomethane)	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Methyl chloride (Chloromethane)	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Methylene chloride	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
1,1,2,2-Tetrachloroethane	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Tetrachloroethylene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Toluene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
1,1,1-Trichloroethane	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
1,1,2-Trichloroethane	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Trichloroethylene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4

Vinyl chloride	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
p-Chloro-m-cresol	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
2-Chlorophenol	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
2,4-Dichlorophenol	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
2,4-Dimethylphenol	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
4,6-Dinitro-o-cresol	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
2,4-Dinitrophenol	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
2-Nitrophenol	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
4-Nitrophenol	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Pentachlorophenol	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Phenol	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
2,4,6-Trichlorophenol	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Acenaphthene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Acenaphthylene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Anthracene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Benzidine	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Benzo(a)Anthracene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Benzo(a)pyrene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
3,4-Benzofluoranthene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4

Benzo(ghi) perylene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Benzo(k)fluoranthene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Bis(2-chloroethoxy) methane	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Bis(2-chloroethyl) ether	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Bis(2-chloroisopropyl) ether	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Bis(2-ethylhexyl) phthalate	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
4-Bromophenyl phenyl ether	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Butyl benzyl phthalate	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
2-Chloronaphthalene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
4-Chlorophenyl phenyl ether	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Chrysene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Di-n-butyl phthalate	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Di-n-octyl phthalate	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Dibenzo(a,h)Anthracene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
1,2-Dichlorobenzene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
1,3-Dichlorobenzene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
1,4-Dichlorobenzene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
3,3'-Dichlorobenzidine	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Diethyl phthalate	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4



Dimethyl phthalate	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
2,4-Dinitrotoluene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
2,6-Dinitrotoluene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
1,2-Diphenylhydrazine	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Fluoranthene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Fluorene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Hexachlorobenzene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Hexachlorobutadiene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Hexachlorocyclopentadiene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Hexachloroethane	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Indeno(1,2,3-cd)pyrene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Isophorone	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Naphthalene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Nitrobenzene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
N-Nitrosodi-N-propylamine	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
N-Nitrosodimethylamine (NDMA)	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
N-Nitrosodiphenylamine	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Phenanthrene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
Pyrene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4

1,2,4-Trichlorobenzene	µg/L	EPA Method 624 and 625		2/yr, INF & EFF	4		2/yr, INF & EFF	4
<b>Part D - Scans (Sludge)</b>								
Nitrate-Nitrite	mg/kg	9056A		2/yr	2		2/yr	2
Phosphate as P	mg/kg	9056		2/yr	2		2/yr	2
Cyanide, Amenable	mg/kg	Calc.		2/yr	2		2/yr	2
Chromium, Hexavalent	mg/kg	9012B		2/yr	2		2/yr	2
Total Nitrogen	mg/kg	Calc.		2/yr	2		2/yr	2
Ammonia Nitrogen	mg/kg	350.1		2/yr	2		2/yr	2
ORP	mV	2580 B-2		2/yr	2		2/yr	2
pH	SU	9045D		2/yr	2		2/yr	2
Oil & Grease (Hexane Extr)	mg/kg	9071B		2/yr	2		2/yr	2
Total Phenol by 4AAP	mg/kg	9066		2/yr	2		2/yr	2
Kjeldahl Nitrogen, TKN	mg/kg	4500N Org C-2011		2/yr	2		2/yr	2
Total Solids	%	2540 G-2011		2/yr	2		2/yr	2
Solids, Total Sludge Percent	%	6010B		2/yr	2		2/yr	2
TPH - Oil & Grease	mg/kg	9071B		2/yr	2		2/yr	2
Volatile Solids	% of TS	160.4/2540G		2/yr	2		2/yr	2
Mercury	mg/kg	7471A		2/yr	2		2/yr	2
Antimony	mg/kg	6010B		2/yr	2		2/yr	2
Arsenic	mg/kg	6010B		2/yr	2		2/yr	2
Beryllium	mg/kg	6010B		2/yr	2		2/yr	2
Cadmium	mg/kg	6010B		2/yr	2		2/yr	2
Chromium	mg/kg	6010B		2/yr	2		2/yr	2
Copper	mg/kg	6010B		2/yr	2		2/yr	2
Iron	mg/kg	6010B		2/yr	2		2/yr	2
Lead	mg/kg	6010B		2/yr	2		2/yr	2
Molybdenum	mg/kg	6010B		2/yr	2		2/yr	2
Nickel	mg/kg	6010B		2/yr	2		2/yr	2
Phosphorus	mg/kg	365.4M		2/yr	2		2/yr	2
Potassium	mg/kg	6010B		2/yr	2		2/yr	2
Selenium	mg/kg	6010B		2/yr	2		2/yr	2
Silver	mg/kg	6010B		2/yr	2		2/yr	2
Thallium	mg/kg	6010B		2/yr	2		2/yr	2
Zinc	mg/kg	6010B		2/yr	2		2/yr	2

## TESTING AND QUANTITY

Testing of samples for the following parameters shall be performed using approved procedures as noted above, unless specified.

## REPORTING

- All analyses shall be performed by approved methods listed in the current 40 CFR Part 136, as amended, for the duration of the contract or an approved method.
- All analytes must be accredited under Chapter 252 and NELAP

- The laboratory shall provide a list of all reporting limits for all analyses and analytes.
- Final Laboratory reports will provide the following documentation pertaining to the requested analytes:
  - Copy of the Chain of Custody submitted with samples containing the following information supplied by the Henderson Water Utility
    - Person sampling
    - Sampling date
    - Time and location
    - Sample type
    - Analysis requested
    - Matrix
    - Sample ID Number as appears on Chain of Custody
  - Test method used for the analysis and reporting limits for that method
  - Person performing analysis
  - Date and time of analysis
  - Date and time sample was received
  - Results with units
  - Any qualifiers or flags
- Completed reports shall be reported to the HWU within ten (10) working days. Both electronic and hard copies are required.
- Lab shall submit monthly invoices to HWU for payment of services. No invoice will be paid for analysis results that are pending or not received.
- All work to be performed by a subcontractor shall be listed with bid submission and are subject to all requirements listed in this specification.
- A PDF copy of the certified analysis results for each parameter sampled, shall be sent to HWU within ten (10) days from receiving the sample\*  
 (\*Exceptions to this are parameters that are sub-contracted to a different lab and/or which require a greater number of days for analysis turn around. Where this is the case, communication with HWU on an expected time-frame is expected and acceptable.)
- If a sub-contracted lab is used for any parameters, it shall be notated on the results that are sent to HWU, which lab ran those analysis.
- HWU desires available access to analytical information throughout each step of the analysis and reporting process. This can be through a web portal or other electronic notification means.

The official analytical results shall be provided to HWU as soon as they are available via electronic delivery. Acceptable formats are .csv, .xls, and .xlsx. (HWU hopes to be able to accept transfer of data from the following LIMS vendors: ATL, doForms, Eurofins Scientific, Perkin Elmer, Promium, Telecation, and Tribal Software).

Invoicing for all analytical tests shall be sent to HWU **no later** than 30 days after testing is performed. Vendor can provide one invoice per chain of custody of samples at the time the PDF copy of certified analysis results are reported, or vendor may choose to provide a consolidated monthly invoice. Invoices must specify which wastewater treatment plant (North or South) is being invoiced and include the chain of custody for all tests within that invoice – do not put both plants on the same invoice. Under no circumstances will HWU pay an invoice without having received the certified analysis report(s) for testing being invoiced.

The testing facility awarded the bid for these services shall be responsible for any and all costs of any fines, resampling, retesting, and/or resubmittal of reports due to their failure to submit accurate reports by this deadline. The testing facility awarded this bid shall be responsible for any costs for public notification that are required by HWU as a result of the testing facility's failure to submit accurate reports by this deadline.

## **NOTIFICATIONS**

**REJECTION OF SAMPLE:** The laboratory shall notify HWU (no later than 24 hours) of any sample, in whole or in part, that is rejected. HWU will bear all costs for re-sampling if the rejection is the fault of HWU and prior to the lab's accepting custody of the sample. The contractual lab shall bear all re-sampling costs if the rejection is the fault of the lab after having accepted custody of the sample.

**SAMPLE/PARAMETER INVALIDATION:** The laboratory shall notify HWU upon discovery (no later than 24 hours) of any sample or tested parameter that is invalidated. HWU will bear all costs for re-sampling if the invalidation is the fault of HWU and prior to the lab's accepting custody of the sample. The contractual lab shall bear all re-sampling costs if the invalidation is the fault of the lab after having accepted custody of the sample.

**LABORATORY ERROR**

If test results are invalid due to laboratory error or do not meet other HWU/DOW-submission requirements, then reanalysis and resubmittal of report(s) shall be performed at no cost to HWU.

**SAMPLING EQUIPMENT**

The awarded laboratory shall be responsible to provide the sufficient quantity and size sample bottles required. Sample bottles shall contain the proper preservative (if required) for the sample to be collected. The laboratory shall, with bottles supplied, provide a list that clearly describes which bottles and preservatives are for which samples. All applicable labels, paperwork, instructions and forms shall be included with sample bottles. HWU desires that all labels be preprinted, the information needed will be provided once the awarded laboratory is established.

### **CERTIFICATION AND PROFICIENCY**

The awarded laboratory shall be certified by the State of Kentucky Division of Water for  $\geq 5$  years **for Wastewater**. The awarded laboratory shall be established and experienced in reporting according to DOW **requirements** for  $\geq 5$  years. A copy of the certification and proof of  $\geq 5$  years shall be included in the bid submission.

The testing facility shall provide copies of their five (5) most recent proficiency testing results scores.

All subcontracted labs shall be listed in the bid proposal. Copies of the subcontracted lab's five (5) most recent proficiency testing results scores shall be provided with the bid proposal.

### **ADDITIONAL TESTING**

HWU may require from time to time an additional test(s) of those listed above. The awarded facility shall provide those tests at the same price as submitted on the bid proposal for each test parameter.

### **SCHEDULING, SAMPLING, AND SAMPLE PICK-UP/SHIPPING**

HWU Staff will coordinate with the contracted lab on specific sampling schedules after the contract is awarded. HWU staff will pull all samples.

**\*NOTE\* For determining sample transport cost:**

- HWU staff will pull all samples
- There will be 1 drop-off/pick-up location:
  - HWU North Wastewater Treatment Plant**
  - 205 Drury Lane Henderson, KY 42420**
- Sample pick-up will be a simple chain of custody transfer
- Shipping of samples will be **dependent upon sample hold time guarantees**.
- Sample bottles, any required preservatives, shipping (of the sample bottles to HWU and the samples back to the lab), environmental fees, sample disposal fees and any other charges should be included in the unit price bid.

**BID FORM**  
**Lab Services – Wastewater**

**Every bidder must return all documents from this page forward (pages 22-31)**

Bidders must include the following with their bid:

- A copy of the lab certification for the State of Kentucky Division of Water (**must** be ≥ 5 years)
- Proof of more than 5 years accredited (NELAP) experience in testing the requested parameters.
- Copies of lab’s five (5) most recent proficiency testing results scores
- A list of all subcontracted labs and each lab’s five (5) most recent proficiency testing results scores.
- Lab shall provide QC/QA Manual

In order to verify that a vendor is capable of fulfilling the requirements of this contract, HWU may request additional information from vendors. Failure to provide requested information may result in the vendor being ineligible for bid award.

*Company Submitting Bid:* \_\_\_\_\_

**Bidder acknowledges receiving the following addendums:**

# \_\_\_\_\_

# \_\_\_\_\_

	NWWTP	SWWTP			
	Annual Total	Annual Total	COMBINED TOTAL	BID PRICE/TEST	TOTAL ANNUAL COST used for evaluation
<b>Permit Compliance</b>					
BOD <sub>5</sub> , EFF	104	208	312		\$
BOD <sub>5</sub> , INF	104	468	572		\$
TSS, EFF	104	208	312		\$
TSS, INF	104	468	572		\$
Ammonia as NH <sub>3</sub> N, EFF	104	468	572		\$
Ammonia as NH <sub>3</sub> N, INF	104	156	260		\$
E. Coli	52	208	260		\$
Total Nitrogen, EFF	52	208	260		\$
Total Nitrogen, INF	52	208	260		\$
Total Phosphorus, EFF	52	208	260		\$
Total Phosphorus, INF	52	208	260		\$
Acute WET	4	4	8		\$
<b>Subtotal 1</b>				<b>Permit Compliance Total</b>	\$
<b>Sludge - 503</b>					
Arsenic	3	3	6		\$
Cadmium	3	3	6		\$
Chromium	3	3	6		\$
Copper	3	3	6		\$
Lead	3	3	6		\$
Mercury	3	3	6		\$
Molybdenum	3	3	6		\$
Nickel	3	3	6		\$
Selenium	3	3	6		\$
Zinc	3	3	6		\$
Total Phosphorus	3	3	6		\$
pH	3	3	6		\$
Total Solids %	21	21	42		\$
Fecal Coliforms	21	21	42		\$
Potassium	3	3	6		\$
Ammonium (NH <sub>3</sub> -N)	3	3	6		\$
Nitrate-Nitrite Nitrogen (NO <sub>3</sub> -N)	3	3	6		\$
TKN	3	3	6		\$
<b>Subtotal 2</b>				<b>Sludge 503 Total</b>	\$

\*Total Solids % must be calculated for each day of sampling to calculate dry weight

\*\*Fecal Coliforms must be sampled 7x over a 14-day period

<b>Part D - Scans (Influent &amp; Effluent)</b>						
Temperature (May 1 - October 31)	4		4	8		\$
Temperature (November 1 - April 30)	4		4	8		\$
TKN	4		4	8		\$
Nitrate Plus Nitrite Nitrogen	4		4	8		\$
Nitrogen, Total	4		4	8		\$
Ammonia an N	4		4	8		\$
Oil & Grease	4		4	8		\$
Phosphorus (Total)	4		4	8		\$
TDS	4		4	8		\$
Antimony, Total Recoverable	4		4	8		\$
Arsenic, Total Recoverable	4		4	8		\$
Beryllium, Total Recoverable	4		4	8		\$
Cadmium, Total Recoverable	4		4	8		\$
Chloride	4		4	8		\$
Chromium, Total Recoverable	4		4	8		\$
Chromium, Hexavalent	5		5	10		\$
Copper, Total Recoverable	4		4	8		\$
Iron, Total Recoverable	4		4	8		\$
Lead, Total Recoverable	4		4	8		\$
Mercury, Total Recoverable	4		4	8		\$
Molybdenum, Total Recoverable	4		4	8		\$
Nickel, Total Recoverable	4		4	8		\$
Potassium, Total Recoverable	4		4	8		\$
Selenium, Total Recoverable	4		4	8		\$
Silver, Total Recoverable	4		4	8		\$
Thallium, Total Recoverable	4		4	8		\$
Zinc, Total Recoverable	4		4	8		\$
Cyanide, Free (amenable to chlorination)	6		6	12		\$
Phenolic Compounds, Total	4		4	8		\$
Hardness, Total (as CaCO3)	4		4	8		\$
Acrolein	4		4	8		\$
Acrylonitrile	4		4	8		\$
Benzene	4		4	8		\$
Bromoform	4		4	8		\$
Carbon Tetrachloride	4		4	8		\$
Chlorobenzene	4		4	8		\$
Chlorodibromo-methane	4		4	8		\$
Chlorethane	4		4	8		\$
2-Chloroethylvinyl ether (mixed)	4		4	8		\$



Chloroform		4		4	8		\$
Dichlorobromo-methane		4		4	8		\$
1,1-Dichloroethane		4		4	8		\$
1,2-Dichloroethane		4		4	8		\$
Trans-1,2-Dichloroethylene		4		4	8		\$
1,1-Dichloroethylene		4		4	8		\$
1,2-Dichloropropane		4		4	8		\$
1,3-Dichloropropylene		4		4	8		\$
Ethylbenzene (34371)		4		4	8		\$
Methyl bromide (Bromomethane)		4		4	8		\$
Methyl chloride (Chloromethane)		4		4	8		\$
Methylene chloride		4		4	8		\$
1,1,2,2-Tetrachloroethane		4		4	8		\$
Tetrachloroethylene		4		4	8		\$
Toluene		4		4	8		\$
1,1,1-Trichloroethane		4		4	8		\$
1,1,2-Trichloroethane		4		4	8		\$
Trichloroethylene		4		4	8		\$
Vinyl chloride		4		4	8		\$
p-Chloro-m-cresol		4		4	8		\$
2-Chlorophenol		4		4	8		\$
2,4-Dichlorophenol		4		4	8		\$
2,4-Dimethylphenol		4		4	8		\$
4,6-Dinitro-o-cresol		4		4	8		\$
2,4-Dinitrophenol		4		4	8		\$
2-Nitrophenol		4		4	8		\$
4-Nitrophenol		4		4	8		\$
Pentachlorophenol		4		4	8		\$
Phenol		4		4	8		\$
2,4,6-Trichlorophenol		4		4	8		\$
Acenaphthene		4		4	8		\$
Acenaphthylene		4		4	8		\$
Anthracene		4		4	8		\$
Benzydine		4		4	8		\$
Benzo(a)Anthracene		4		4	8		\$
Benzo(a)pyrene		4		4	8		\$
3,4-Benzofluoranthene		4		4	8		\$
Benzo(ghi) perylene		4		4	8		\$
Benzo(k)fluoranthene		4		4	8		\$
Bis(2-chloroethoxy) methane		4		4	8		\$

Bis(2-chloroethyl) ether		4		4	8		\$
Bis(2-chloroisopropyl) ether		4		4	8		\$
Bis(2-ethylhexyl) phthalate		4		4	8		\$
4-Bromophenyl phenyl ether		4		4	8		\$
Butyl benzyl phthalate		4		4	8		\$
2-Chloronaphthalene		4		4	8		\$
4-Chlorophenyl phenyl ether		4		4	8		\$
Chrysene		4		4	8		\$
Di-n-butyl phthalate		4		4	8		\$
Di-n-octyl phthalate		4		4	8		\$
Dibenzo(a,h)Anthracene		4		4	8		\$
1,2-Dichlorobenzene		4		4	8		\$
1,3-Dichlorobenzene		4		4	8		\$
1,4-Dichlorobenzene		4		4	8		\$
3,3'-Dichlorobenzidine		4		4	8		\$
Diethyl phthalate		4		4	8		\$
Dimethyl phthalate		4		4	8		\$
2,4-Dinitrotoluene		4		4	8		\$
2,6-Dinitrotoluene		4		4	8		\$
1,2-Diphenylhydrazine		4		4	8		\$
Fluoranthene		4		4	8		\$
Fluorene		4		4	8		\$
Hexachlorobenzene		4		4	8		\$
Hexachlorobutadiene		4		4	8		\$
Hexachlorocyclo-pentadiene		4		4	8		\$
Hexachloroethane		4		4	8		\$
Indeno(1,2,3-cd) pyrene		4		4	8		\$
Isophorone		4		4	8		\$
Naphthalene		4		4	8		\$
Nitrobenzene		4		4	8		\$
N-Nitrosodi-N-propylamine		4		4	8		\$
N-Nitrosodimethylamine (NDMA)		4		4	8		\$
N-Nitrosodiphenylamine		4		4	8		\$
Phenanthrene		4		4	8		\$
Pyrene		4		4	8		\$
1,2,4-Trichlorobenzene		4		4	8		\$
<b>Subtotal 3</b>						<b>Part D - Scans (Influent &amp; Effluent)</b>	<b>\$</b>

<b>Part D - Scans (Sludge)</b>						
Nitrate-Nitrite		2		2	4	\$
Phosphate as P		2		2	4	\$
Cyanide, Amenable		2		2	4	\$
Chromium, Hexavalent		2		2	4	\$
Total Nitrogen		2		2	4	\$
Ammonia Nitrogen		2		2	4	\$
ORP		2		2	4	\$
pH		2		2	4	\$
Oil & Grease (Hexane Extr)		2		2	4	\$
Total Phenol by 4AAP		2		2	4	\$
Kjeldahl Nitrogen, TKN		2		2	4	\$
Total Solids		2		2	4	\$
Solids, Total Sludge Percent		2		2	4	\$
TPH - Oil & Grease		2		2	4	\$
Volatile Solids		2		2	4	\$
Mercury		2		2	4	\$
Antimony		2		2	4	\$
Arsenic		2		2	4	\$
Beryllium		2		2	4	\$
Cadmium		2		2	4	\$
Chromium		2		2	4	\$
Copper		2		2	4	\$
Iron		2		2	4	\$
Lead		2		2	4	\$
Molybdenum		2		2	4	\$
Nickel		2		2	4	\$
Phosphorus		2		2	4	\$
Potassium		2		2	4	\$
Selenium		2		2	4	\$
Silver		2		2	4	\$
Thallium		2		2	4	\$
Zinc		2		2	4	\$
<b>Subtotal 4</b>					<b>Part D - Scans (Sludge)</b>	<b>\$</b>

**Enter the subtotals from the sections above into the following chart.**  
**The total cost is the cost that will be used for evaluation.**  
**In the event of mathematical errors, the unit price will prevail.**

Subtotal 1	Permit Compliance Total	\$
Subtotal 2	Sludge 503 Total	\$
Subtotal 3	Part D - Scans (Influent & Effluent)	\$
Subtotal 4	Part D - Scans (Sludge)	\$
<b>Total Cost – Used for Evaluation</b>		<b>\$</b>

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING  
RESIDENT BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL:**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky corporate income taxes;
  - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
  - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

_____	_____
Signature	Printed Name
_____	_____
Title	Date
Company Name	_____
Address	_____
	_____
	_____

Subscribed and sworn to before me by \_\_\_\_\_  
(Affiant) (Title)

of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public  
[seal of notary] My commission expires: \_\_\_\_\_

**Solicitation/Contract #:** \_\_\_\_\_

**OR CHECK HERE:** *My company is not eligible to claim this status* \_\_\_\_\_

**STATEMENT REQUIRED PURSUANT TO KRS45A.395**

The provisions of KRS45A.395 require that any bidder or offeror submit a sworn statement in conformity with such statute as a prerequisite to a determination that such bidder or offeror is a responsible bidder.

The undersigned, individually and as the \_\_\_\_\_ (office or title) of \_\_\_\_\_ (bidder or offeror) states under penalty of perjury that neither he (she), nor, to the best of his (her) knowledge, anyone acting on behalf of Bidder or Offeror, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder or Offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL:**

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with [200 KAR 5:410\(3\)](#); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

\_\_\_\_\_ A nonprofit corporation that furthers the purposes of KRS Chapter 163

\_\_\_\_\_ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

_____ Signature	_____ Printed Name
_____ Title	_____ Date
Company Name	_____
Address	_____
	_____
	_____

Subscribed and sworn to before me by \_\_\_\_\_  
(Affiant) (Title)

of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public  
[seal of notary] My commission expires: \_\_\_\_\_

**OR CHECK HERE:** *My company is not eligible to claim this status* \_\_\_\_\_

## SIGNATURE PAGE

Non-Collusive Bid Statement: The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that: (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the bid, designed to limit independent bidding or competition, and (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not any employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated by any such person prior to the official opening of the bid.

BIDDER

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State Zipcode

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

SEAL (if BID is by Corporation)