



Herkimer County Department of Budget and Purchasing
Sheri Ferdula, Budget Officer/Purchasing Agent
Philomena Lumia, Deputy Purchasing Agent
109 Mary Street, Suite 1302
Herkimer, NY 13350
Phone: 315-867-1118 Fax: 315-867-1109

BID NOTICE

Sealed bids will be opened and read aloud in the office of the Herkimer County Purchasing Agent, 109 Mary Street, Suite 1303, Herkimer New York 13350, on Wednesday August 21, 2024 at 11am, for the provision of Laboratory Services for the Herkimer County Sewer District.

Bid Packets may be obtained at the above office during normal business hours.

Sheri Ferdula
Purchasing Agent
July 30, 2024



Herkimer County Department of Budget and Purchasing

Sheri Ferdula, Budget Officer/Purchasing Agent

Philomena Lumia, Deputy Purchasing Agent

109 Mary Street, Suite 1302

Herkimer, NY 13350

Phone: 315-867-1118 Fax: 315-867-1109

SPECIFICATIONS

Subject: **Solicitation of Bids for Contract Laboratory Services**

Dear Laboratory Director,

The Herkimer County Wastewater Plant is currently soliciting Bids for laboratory services. The analytical work will be performed on a total of three (3) Significant Industrial Users, trucked-in waste haulers and the POTW, which includes influent, primary effluent, final effluent, dewatered sludge and background sewage. The attached summary page includes the various parameters and the approximate frequency for all sources for a One-year period. In addition, the following conditions apply:

1. **Results must be received within two weeks of sample delivery.** Each sampling location shall have its own separate report.
2. Laboratory must provide all sample bottles in advance with appropriate preservatives.
3. Laboratory must provide multiple copy chain of custody forms with appropriate fields pre-filled: Client Sample Identification and Analyses being performed. One copy remains at the plant when samples are shipped and the completed original must be returned with the results.
4. **Pick-up of samples is mandatory. Cost for this should be figured into bid price.**
5. All metals analyses must be performed by the appropriate analytical technique (graphite furnace, where appropriate) to provide the lowest level of detection. (Reference Attachment 2)
6. Laboratory must provide proper type and amount of coolers for transportation of all samples. Laboratory must also provide all necessary cold packs and or ice to ensure that samples are preserved at proper temperature as is required by EPA. (3.0- 5.0 degrees Celsius.)
7. Laboratory shall include a separate invoice for each sampling report. Vouchers are not necessary.

Please provide a total price as well as a price breakdown for each category on the summary sheet and return it within five (5) working days after receipt of this letter. Laboratory services will go into effect immediately upon awarding the bid and the bid price will be valid until Dec 31st 2025.

Thank you for your interest and please feel free to call Vincent Ceneviva or myself at 1-315-866-4955 number above between 7:00 am and 3:30 pm if there are any questions.

Very Truly Yours,

Alvin Montana
Laboratory Director

2 attached:

1. Parameters and Frequency needed
2. Lowest detection limits needed

Herkimer County Sewer District WWTP Parameters and Frequency

The following list shows the analytes that will be analyzed and the minimum number of times the tests will be performed during the year. The POTW will be sampling dewatered sludge monthly. Influent, primary effluent and final effluent will be tested for CBOD and TSS twice weekly, so a minimum of one pick up will be required each week. Sampling will be consolidated where possible to minimize the number of sample pick-ups.

Fecal coliform will be needed twice a week from May 1 – October 31, twice a week with pickups included

Sampling Locations include:

Plant Influent
Plant Primary Effluent
Plant Final Effluent
Plant Dewatered Sludge
Background Samples

Industrial Locations: (quarterly)

Remington Arms

Infrequent Sampling Locations (maybe once or twice per year)

Turbo Machine Products
GFIM Landfill

Hauled Waste:

Multiple Waste Haulers (Approximately 24 samples per year)

Category/ analytes	Number of Samples	
Fecal Coliform	54	
TSS	123	
CBOD	175	
TKN(as N)/ Ammonia(as N)	24	
Priority Pollutant Metals*	32	
Full TCLP on Sludge	1	
Volatile Organic Scan (624)	32	
Base Neutral Scan (625)	32	
Oils and Grease	32	
Cyanide (total)	32	
Chromium	32	
Sulfides	32	
Phenols	32	
Phosphorus	24	
Cyanide (amenable)	18	
Total Toxicity Organics (TTO) see below	18	
Bis(2-EthylHexyl)Phthalate	24	
Mercury (Hg) Low Level	30	
Toluene	Dimethylphthalate	Methylene Chloride
1,1,1 Trichloroethane	Bis(2-EthylHexyl)Phthalate	

- Priority Pollutant Metals include: Antimony (Sb), Arsenic (As), Barium (Ba), Beryllium (Be), Cadmium (Cd), Chromium, Total (Cr) Copper (Cu), Iron (Fe), Lead (Pb), Mercury (Hg), Molybdenum (Mo), Nickel (Ni), Selenium (Se), Silver (Ag), Thallium (Tl), and Zinc (Zn).

**Herkimer County Sewer District WWTP
Lowest Allowable Detection Limits**

Wastewater

Category/Analytes	Minimum Allowable Limit (mg/l)
Cadmium (Cd)	0.003
Chromium, Total (Cr)	0.3
Copper (Cu)	0.6
Lead (Pb)	0.02
Nickel (Ni)	0.088
Zinc (Zn)	0.6
Cyanide, (free)	0.09
Bis(2-EthylHexyl)Phthalate	0.6
Methylene Chloride	0.9
Phosphorus	TML
Mercury (Hg) Low Level expressed in nanograms	100.0 ng/l industrial, 50.0 ng/l plant effluent

Sludge

For sludge sampling all results must be expressed in mg/kg dry weight. Sludge will be dewatered post-lime and will be sampled monthly due to our land application requirements. The reported results need to be reported lowest allowable limit so that even the “less thans” will not exceed the concentration limit.

Category/Analytes	Lowest Allowable Limit (mg/kg-dry)*
PCB	10
Nickel	200
Cadmium	25
Lead	1000
Copper	1000
Chromium	1000
Zinc	2500
Mercury	10
Arsenic	41-EPA
Molybdenum	18-EPA
Selenium	28
Potassium	No limit
Phosphorous	No limit
% solid	No limit
TKN (as N)	No limit
Ammonia (as N)	No limit
Nitrite	No limit
Nitrate	No limit

Concentration levels are transcribed from NYSDEC Part 360 (Sludge Composting) EPA denotes that either the EPA limit is lowest or that a NYSDEC limit does not exist.



REQUEST FOR BIDS

Laboratory Services for the Herkimer County Sewer District

HERKIMER NEW YORK

SUBMISSION DEADLINE

Wednesday August 21, 2024, 11am

**Herkimer County Department of Budget & Purchasing
Sheri Ferdula, Budget Officer/Purchasing Agent
Philomena Lumia, Deputy Purchasing Agent
109 Mary Street, Suite 1303
Herkimer, NY 13350**

HERKIMER COUNTY

GENERAL INSTRUCTIONS TO BIDDERS

SECTION 1: *Bid Description*

The County of Herkimer is seeking bids proposals for laboratory services for the Herkimer County Sewer District.

Bid documents will be available at the Office of the Herkimer County Purchasing Agent, Monday through Friday from 8am to 4pm. Minority and Women Owned Businesses are encouraged to apply.

SECTION 2: *Bid Submission*

Bids and all required documentation must be submitted in a sealed envelope clearly marked "BID -Lab Services" no later than 11 am on Wednesday August 21, 2024 to:

Sheri Ferdula, Purchasing Agent
Herkimer County Department of Budget & Purchasing
109 Mary Street, Suite 1303
Herkimer NY 13350

All bids received after the time stated above, may not be considered.

By submitting a bid, Bidder agrees to accept all of the terms and conditions of the Instructions to Bidders. Bidder agrees to complete all work as specified or indicated in the documents for the price listed within the time line indicated in this bid.

Herkimer County reserves the right to reject any and all bids in whole or in part and to disregard all non-conforming, non-responsive or conditional bids.

SECTION 3: *Disqualification*

The County reserves the right to refuse to issue bid documents or accept bid packets from bidders who have previously failed to complete contracts within the time frame required, or have previously performed similar work in an unsatisfactory manner. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

Herkimer County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

SECTION 4: *Bid Documents*

Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents.

All offers received shall be net cost to the County of Herkimer. The County shall not be responsible for any additional cost; including, but not limited to, overtime required by the vendor to meet the appropriate deadlines.

SECTION 5: *Bid Evaluation*

Bid award will be based on the lowest total bid, adherence to bid specifications for equipment and service for locations, completeness of bid and bidder's demonstrated capabilities and professional qualifications as determined by Herkimer County. Herkimer County reserves the right to negotiate for additional equipment/services with the successful bidder and/or to delete equipment/services when business operations change.

SECTION 6: *Award of Bid*

An award will be made as determined to be in the best interests of Herkimer County, with approval of the Herkimer County Legislature.

No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet or otherwise dispose of same, or of its right, title and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Herkimer County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Herkimer County of an attachment against the Successful Bidder, the County of Herkimer shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

The successful bidder will be required to procure and maintain at its own expense insurance coverages as outlined in the “Standard County Clauses” attached. Herkimer County shall be named as an additional insured.

It is the intent of this Bid that the final contract awarded be make available to all political subdivisions and authorized districts located in the State of New York.

SECTION 7: *Indemnification*

The successful Bidder shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 8: *Remedy for Breach*

In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute contractor.

INSURANCE REQUIREMENTS FOR HERKIMER COUNTY

1. Required Coverage:

a. Commercial General Liability
Commercial Form

Each Occurrence Limit \$1,000,000 each occurrence

Products/Completed Operations Aggregate \$2,000,000 aggregate

Personal Injury and Advertising Injury Limit \$1,000,000 each person or organization

General Aggregate on a per-project basis \$2,000,000 each project

No reductions in coverage off standard ISO forms for Contractual Liability

b. Automobile Liability

Owned, Hired and Non-owned Autos (Symbol "1" on Business Auto Politics)

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 each occurrence

c. Excess "Umbrella" Liability

\$2,000,000 each occurrence and aggregate on a follow-form basis

d. Workers Compensation, Employer's Liability and NYS Disability Insurance Statutory coverage for all covered employees

e. Professional Errors and Omissions Insurance for Consultants and Professional Service Providers

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the of the consultant/provider performed under the contract for the municipality. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work

f. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACCORD 855 2014/02) must be included with the certificates of insurance

2. All insurance carriers providing the above coverages for the Contractor must also be licensed to do so in New York State. All such carriers must be rated no lower than "B+" by the most recent Best's Key Rating Guide or must be otherwise acceptable to the County. The decision to accept an insurer rests solely with the County

3. Herkimer County and its officers, employees and agents must be named as Additional Insured, on a primary and non-contributory basis under all policies listed in (a), (c) and (e) above in connection with the services being rendered. Additional insured status shall be provided with endorsements granting coverage for both ongoing and completed operations. The decision to accept an endorsement rests solely with the County

4. It is expressly understood and agreed by the contractor that the insurance requirements specified above contemplate the use of occurrence liability forms

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 the Office of General Services must develop a list of persons who are engaged in certain investment activities in Iran. Contracts cannot be awarded to persons or entities on that list, with some exceptions. All bidders are required to execute the following statement:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Paragraph (b) of Subdivision 3 of Section 165a of the State Finance Law.

Corporate or Company Name

BY: _____
Signature

Title

Sworn to before me this ____ day
of _____, _____

Notary Public
Comm Exp _____

NOTE: If the bidder cannot make the above certification, it shall so state and furnish with the bid a signed statement which sets forth in detail the reasons for that.

NON COLLUSIVE BIDDING CERTIFICATION

SECTION 103-D

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the process which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

DATED: _____

Name of Corporation

BY: _____

STANDARD CLAUSES FOR ALL COUNTY CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the words "contractor" herein refers to any party other than the County, whether a contractor, licensor, licensee, lessor, lessee or any other party).

PARAGRAPH 1. EXECUTORY CLAUSE: In accordance with Section 362 of the County Law, the County shall have no liability under this contract to the contractor or to anyone else beyond funds appropriated and available for this contract.

PARAGRAPH 2. NON-ASSIGNMENT CLAUSE: In accordance with Section 109 of the General Municipal Law, the contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract or of his right, title or interest herein or his power to execute said contract, to any other person or corporation without the previous written consent of the County.

PARAGRAPH 3. WORKERS' COMPENSATION BENEFITS: In accordance with Section 108 of the General Municipal Law, this contract shall be void and of no effect unless the contractor shall secure compensation for the benefit of, and keep insured during the life of this contract, the employees engaged thereon in compliance with the provisions of the Workers' Compensation Law.

PARAGRAPH 4. NON-DISCRIMINATION REQUIREMENT: In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), in all other state, federal, statutory and constitutional non-discrimination provisions, the contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within New York State, the contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then in accordance with Section 239 thereof, the contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring any New York State citizen who is qualified and available to perform the work; or (b) discriminate or intimidate any employee hired for the performance of work under this contract; contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all monies due hereunder for a second or subsequent violation.

PARAGRAPH 5. WAGE AND HOURS PROVISIONS: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither contractors, employees nor the employees, of a subcontractor may be required or permitted to work more than the number of hours or days stated in said statutes except as otherwise provided in the Labor Law and is set forth in prevailing wage and supplemental schedules issued by the State Labor Department. Furthermore, contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplementals including the premium rate for overtime pay as determined by the State Labor Department in accordance with the Labor Law.

PARAGRAPH 6. NON-COLLUSIVE BIDDING REQUIREMENT: In accordance with Section 103-d of the General Municipal Law, if this contract was awarded based upon the submission of bids, the contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time the contractor submitted its bid, said bid contained the non-collusive bidding certification required by Section 103-d of the General Municipal Law.

PARAGRAPH 7. SET-OFF RIGHTS: The County shall have all of its common law and statutory rights of set-off. The rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off, any monies due to the contractor under this contract up to any amounts due and owing to the County with regard to this contract, and any other contract with the County, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto.

PARAGRAPH 8. RECORD KEEPING REQUIREMENTS: The contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this contract for period of six years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The State Comptroller and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts, and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause, shall mean the later of completion of the work of the contract or the end date of the terms stated in the contract.

PARAGRAPH 9. INSURANCE PROVISIONS – CANCELLATION: All insurance policies required herein shall be specifically endorsed to provide that, in the event of cancellation, non-renewal or material change on the part of the insurer, thirty (30) days written notice shall be provided to the County of Herkimer, Office of the County Attorney, 109 Mary Street, Suite 1320, Herkimer, New York 13350, and the inclusion of such an endorsement shall be confirmed on the certificate of insurance required herein.

PARAGRAPH 10. INSURANCE PROVISIONS – POLICIES: Upon request by the County of Herkimer, at any time, the contractor agrees to obtain for the County a certified copy of any insurance policy required herein or any specific endorsement thereto.

PARAGRAPH 11. CONTRACT DISPUTES: Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized and except when consented to by the County) but must, instead, be heard in a court of competent jurisdiction of the State of New York. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.

PARAGRAPH 12. INSTALLMENT CONTRACTS: In the event that this contract is an installment contract to purchase equipment, machinery or apparatus, the following statement, pursuant to General Municipal Law Section 109-b, shall be included as a term of this contract: This contract shall be deemed executory only to the extent of monies appropriated and available for purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.

PARAGRAPH 13. DISPOSAL OF WASTE AND RECYCLABLES: All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Management Authority.

PARAGRAPH 14. GOVERNING LAW: This contract shall be governed by the Laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

PARAGRAPH 15. CONFLICT OF TERMS: In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of these Standard Clauses, the terms of these Standard Clauses shall control.