BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD

REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSAL FOR PROFESSIONAL/TECHNICAL SERVICES – SAMPLING AND ANALYTICAL SERVICES 2026

1.0 INTRODUCTION

The Binghamton-Johnson City Joint Sewage Board (the "Board") is requesting qualifications and proposals from qualified professional and technical services vendors ("Proposers") to collect and/or analyze wastewater and wastewater residuals (e.g., sludge, etc.) from various locations within the Binghamton-Johnson City Joint Sewage Treatment Plant ("JSTP") service area. The scope of services detailed in Section 3.0 of this request for proposals (RFP) indicate the general quantities and type of samples to be collected, and analyses to be performed. However, the actual number and types of samples and analyses may vary depending on the needs and requirements of the JSTP.

The work detailed in this RFP shall be executed through the administration of one professional services contract, which will require professional liability insurance. Specifically, a contract will be executed for industrial wastewater sampling and analyses.

This RFP includes the scope of the project, project schedules, proposal requirements, and evaluation criteria.

All information and materials submitted will become the property of the Board. Proposers should not submit proprietary or confidential business information unless it is believed such information is critical to their presentation. Such information should be clearly identified as such. The Board will protect such proprietary or confidential information to the extent the law allows.

This RFP does not commit the Board to award a contract or contracts or to pay any cost incurred in the preparation of a proposal in response to this request.

The Board reserves the right for any reason at its sole discretion to accept or reject any or all proposals received as a result of this request, to negotiate with qualified proposers, and/or discontinue discussions with a particular proposer.

Following receipt of responses, the Board may request clarifications and additional information pertaining to the proposals.

This RFP and/or the selection of any proposal does not create any contractual rights whatsoever with the Board whether by this RFP or pursuant to any other understanding, written or oral.

2.0 PROJECT BACKGROUND

This project shall consist of contract sampling and/or analytical testing services that the Board does not have the capabilities and/or the capacity to perform. The Board may collect samples and forward those to the Proposer's Laboratory (Laboratory) or the Proposer may be required to pick samples up from a location designated by the Board for analysis. The Board may also require that the Proposer collect samples and conduct analyses in accordance with the conditions listed under the Scope of Services. Project services will commence on August 01, 2026, and conclude on July 31, 2028. It can be renewed for two additional years with the agreement of both parties.

3.0 SCOPE OF SERVICES

The Proposer shall perform the following Services.

3.1 WEEKLY: JSTP SAMPLE PICK-UP AND ANALYSIS

Plant personnel will perform daily sample collection services of the Johnson City and Binghamton Influent streams to the JSTP as well as the effluent from the JSTP. The Proposer shall provide the services of a courier to pick up the daily samples on a weekly basis (hereafter, the "weekly samples") from the Board facility located at 4480 Vestal Road, Vestal, New York 13850. Weekly samples will typically be picked up on Wednesdays.

After receipt of the samples by the Laboratory (as noted on chain of custody log), a report of analysis for each of the fifty (50) weekly samples shall be submitted to the Plant within five (5) business days for the following parameters:

Johnson City Influent		Binghamton Influent		JTSP Effluent: Outfall 001	
Analyte	*Quantity*	*Analyte*	*Quantity*	*Analyte*	*Quantity*
❑ Total Kjeldahl Nitrogen (TKN)	7	❑ Total Kjeldahl Nitrogen (TKN)	7	❑ Total Kjeldahl Nitrogen (TKN)	7
❑ Nitrate + Nitrite (as N)	7	❑ Nitrate + Nitrite (as N)	7	❑ Nitrate + Nitrite (as N)	7
❑ Total Phosphorus	1	❑ Total Phosphorus	1	❑ Total Phosphorus	1
❑ Ammonia as N	1	❑ Ammonia as N	1	❑ Ammonia as N	1
				❑ Nitrate as N	1
				❑ Nitrite as N	1

(Reports received greater than 5 day turn around time [TAT] will result in a 10% reduction in payment per week). This is to avoid late reporting.

3.2 MONTHLY AND QUARTERLY BOARD SAMPLE ANALYSIS

Plant personnel will perform monthly sample collection services of the following sample points per month. Monthly sampling is completed during a week to be selected by Plant personnel and the samples are generally to be picked-up on a Wednesday at the same time as the weekly samples for that week under Section 3.1/3.2, *above.* Reports of the monthly sample analyses shall be submitted within ten (10) business days after receipt of samples at the Laboratory's facility. However, all reports shall be received no later than the 10th of the following month. Monthly samples shall be analyzed for the following parameters:

Monthly- DI Water

Main Lab		Side Lab	
Analyte	*Quantity*	*Analyte*	*Quantity*
❑ TOC	1	❑ TOC	1
❑ HPC	1	❑ HPC	1

➔ **Annual Testing:** Both Units **[Total Metals EPA 200.7; EPA 200.8] [Mercury EPA 1631E] & [Bacterial Suitability SM 9020]**

Monthly - Oil & Grease

JTSP Effluent: Outfall 001		Binghamton Influent		Johnson City Influent	
Analyte	*Quantity*	*Analyte*	*Quantity*	*Analyte*	*Quantity*
❑ Oil & Grease	1	❑ Oil & Grease	1	❑ Oil & Grease	1

Monthly - JTSP Effluent: Outfall 001

- ❑ Chemical Oxygen Demand
- ❑ Nitrate + Nitrite (as N)
- ❑ Total Kjeldahl Nitrogen
- ❑ Arsenic
- ❑ Copper
- ❑ Lead
- ❑ Silver
- ❑ Volatile Organic (EPA 624)
- ❑ Cyanide, Total
- ❑ Ammonia (as N)
- ❑ Total Phosphorus (as P)
- ❑ Antimony
- ❑ Beryllium
- ❑ Iron (Fe)
- ❑ Selenium
- ❑ Thallium
- ❑ Copper, Dissolved
- ❑ Total Phenols

Monthly CN - JTSP Effluent: Outfall 001

- ❑ Total, CN
- ❑ Avalible CN (OIA 1677-09)

(Reports received greater than 5 day turn around time [TAT] will result in a 10% reduction in payment per week). This is to avoid late reporting.

In addition, the 3 monthly samples shall also be analyzed for the following parameter along with one method blank:

Monthly - LL Mercury

JTSP Effluent: Outfall 001		Binghamton Influent		Johnson City Influent	
Analyte	*Quantity*	*Analyte*	*Quantity*	*Analyte*	*Quantity*
❑ Low Level Mercury (EPA 1631	1	❑ Low Level Mercury (EPA 1631	1	❑ Low Level Mercury (EPA 1631	1
❑ Low Level Mercury (EPA 1631)	1 Blank	❑ Low Level Mercury (EPA 1631)	1 Blank	❑ Low Level Mercury (EPA 1631)	1 Blank

In addition to, and in conjunction with, the monthly influent and effluent samples discussed above, Plant personnel will also collect monthly Digester Filter Cake, and may also collect Thickener Weir Overflow, Digester Centrate, Digester Contents, and Digester Sludge, Outfall 01B. Reports for these samples shall be submitted within ten (10) business days after receipt of samples at the Laboratory's facility. Parameters to be analyzed for each of the samples will be as follows:

Monthly - Digester Filter Cake (1) Composite & (1) Grab

Two samples of Digester Filter Cake will be collected by Plant personnel each month. Samples will be analyzed for the following parameters each month:

- ❑ Fecal Coliform, MPN – *Grab Sample*
- ❑ Ammonia (as N)
- ❑ Nitrate
- ❑ Nitrite
- ❑ pH (in water)
- ❑ Total Phosphorus
- ❑ Total Solids (%)
- ❑ Total Volatile Solids (%)
- ❑ Total Kjeldahl Nitrogen
- ❑ Arsenic
- ❑ Cadmium
- ❑ Chromium
- ❑ Copper
- ❑ Lead
- ❑ Mercury
- ❑ Molybdenum
- ❑ Nickel
- ❑ Potassium
- ❑ Selenium
- ❑ Zinc
- ❑ Nitrate + Nitrite (as N)
- ❑ VOC 8260

➔ On a **quarterly basis,** the Digester Filter Cake Composite sample will be analyzed for the following additional parameters:

❑ Full Toxicity Characteristic Leaching Procedure (TCLP) Analysis *(Volatiles, Semi-.Volatiles, Metals, Pesticides and Herbicides)*

Monthly - Thickener Weir Overflow

One (1) **GRAB** sample of thickener Weir Overflow will be collected by Plant personnel each month. This sample will be analyzed for the following parameters each month:

- ❑ Ammonia (as N)
- ❑ Iron (total Fe)
- ❑ Total Phosphorus
- ❑ Total Volatile Solids
- ❑ Total Kjeldahl Nitrogen
- ❑ Total Suspended Solids

Monthly - Digester Centrate

One (1) **GRAB** sample of Digester Centrate will be collected by Plant personnel each month. This sample will be analyzed for the following parameters each month:

- ❑ Ammonia (as N)
- ❑ Iron (total Fe)
- ❑ Total Phosphorus
- ❑ Total Volatile Solids
- ❑ Total Kjeldahl Nitrogen
- ❑ Total Suspended Solids

Monthly - Digester Contents

One (1) **GRAB** sample of Digester Contents will be collected by Plant personnel each month. This sample will be analyzed for the following parameters each month:

- ❑ Percent Moisture
- ❑ Total Volatile Acids
- ❑ Alkalinity
- ❑ Total Solids
- ❑ Total Volatile Solids

Monthly - Digester Sludge

One (1) **GRAB** sample of Digester Sludge will be collected by Plant personnel each month. This sample will be analyzed for the following parameters each month:

- ❑ Ammonia – (as N)
- ❑ Nitrite (as N)
- ❑ Fecal Coliform, MPN
- ❑ Iron (total Fe)
- ❑ Nitrate (as N)
- ❑ Percent Solids (%)

Monthly - Outfall 01B (as required)

One (1) sample of Outfall 01B will be collected by Plant personnel each month if flow is greater than 35 MGD. This sample will be analyzed for the following parameters each month:

- ❑ Total Kjeldahl Nitrogen
- ❑ NO_2 and NO_3
- ❑ Total Nitrogen as N
- ❑ Total Phosphorus

Quarterly - PFAS and 1,4-Dioxane Testing					
JTSP Effluent: Outfall 001		Binghamton Influent		Johnson City Influent	
Analyte	*Quantity*	*Analyte*	*Quantity*	*Analyte*	*Quantity*
❑ Per- and Polyfluoroalkyl Substances (PFAS)	1	❑ Per- and Polyfluoroalkyl Substances (PFAS)	1	❑ Per- and Polyfluoroalkyl Substances (PFAS)	1
❑ 1,4-Dioxane (1,4-D)	1	❑ 1,4-Dioxane (1,4-D)	1	❑ 1,4-Dioxane (1,4-D)	1

- Sampling shall be conducted on a quarterly basis for a minimum of four (4) consecutive quarters, unless otherwise directed in writing by the NYSDEC. Samples shall be collected under normal discharge and treatment operating conditions and shall be representative of routine plant operations.
- PFAS analyses shall be performed in accordance with **EPA Method 1633**. Analysis for 1,4-Dioxane shall be performed **using EPA Method 8270D SIM or EPA Method 8270E SIM**, as applicable.

The Proposer shall provide all labor, equipment, sample containers, preservation, chain-of-custody documentation, transportation, and laboratory analytical services necessary to complete the required sampling and analysis in accordance with applicable USEPA and NYSDOH requirements.

Whole Effluent Toxicity (WET)

Quarterly Whole Effluent Toxicity required for the following parameters as specified in SPDES permit below:

Testing Requirements – Chronic WET testing is required, but report both the acute and chronic results. Testing shall be performed by BJCJSB in accordance with *40 CFR Part 136 Guidelines Establishing Test Procedures for the Analysis of Pollutants* and TOGS 1.3.2 unless prior written approval has been obtained from DEC. The test species shall be Ceriodaphnia dubia (water flea - invertebrate) and Pimephales promelas (fathead minnow - vertebrate). Receiving water collected upstream from the discharge should be used for dilution. All tests conducted should be static-renewal (two 24-hr composite samples with one renewal for Acute tests and three 24-hr composite samples with two renewals for Chronic tests). The appropriate dilution series should be used to generate a definitive test endpoint, otherwise an immediate rerun of the test may be required. WET testing shall be coordinated with the monitoring of chemical and physical parameters limited by this permit so that the resulting analyses are also representative of the sample used for WET testing. The ratio of critical receiving water flow to discharge flow (i.e. dilution ratio) is 6.9:1 for acute, and 7.2:1 for chronic.

Monitoring Period - WET testing shall be performed quarterly (calendar quarters) during calendar years ending in 3 and 8.

Reporting - Toxicity Units shall be calculated by BJCJSB and reported on the DMR as follows: TUa = (100)/(48-hr LC50) [note that Acute data is generated by both Acute and Chronic testing] and TUc = (100)/(7-day NOEC) or (100)/(7-day IC25) when Chronic testing has been performed or TUc = (TUa) x (10) when only Acute testing has been performed and is used to predict Chronic test results, where the 48-hr LC50, 7-day NOEC and/or IC25 are all expressed in % effluent. This must be done, including the Chronic prediction from the Acute data, for both species unless otherwise directed. For Chronic results, report the most sensitive endpoint (i.e. survival, growth and/or reproduction) corresponding to the lowest 7-day NOEC or IC25 and resulting highest TUc. For Acute results, report a TUa of 0.3 if there is no statistically significant mortality in 100% effluent as compared to the control. Report a TUa of 1.0 if there is statistically significant mortality in 100% effluent as compared to the control, but insufficient mortality to generate a 48-hr LC50. Also, in the absence of a 48-hr LC50, use 1.0 TUa for the Chronic prediction from the Acute data, and report a TUc of 10.0.

The complete test report including all bench sheets, statistical analyses, reference toxicity data, daily average flow at the time of sampling and other appropriate supporting documentation, shall be submitted by BJCJSB within 60 days following the end of each test period with your WET DMR and to the WET@dec.ny.gov email address. A summary page of the test results for the invertebrate and vertebrate species indicating TUa, 48-hr LC50 for Acute tests and/or TUc, NOEC, IC25, and most sensitive endpoints for Chronic tests, should also be included at the beginning of the test report.

The results of the monthly and quarterly analyses described above shall be reported in writing to the Facilities Superintendent and Laboratory Director within ten (10) business days after receipt of the samples by the Laboratory or no later than the 10th of the following month, whichever occurs first. (Reports received greater than 10 day turn around time [TAT] will result in a 10% reduction in payment per week.) This is to avoid late reporting.

3.3 BIENNIAL TREATMENT PLANT SAMPLING AND ANALYSIS

Biennial Pollutant Scan: BJCJSB shall perform treatment plant sampling and effluent analysis every two (2) years for all applicable pollutants identified in the NY-2A Application, Tables A through D. Sampling and analytical data shall be collected in accordance with the guidance contained in the NY-2A application and maintained on-site by BJCJSB.

On a biennial basis, and in accordance with a schedule mutually agreed upon with the Board's designee, the Proposer shall provide all labor, equipment, and supplies necessary to perform manual composite and/or grab sampling of the following streams:

- Johnson City Influent
- Binghamton Influent
- JSTP Effluent
- JSTP Filter Cake

All sampling activities shall be performed by qualified and experienced personnel. A minimum of two (2) experienced sampling technicians shall be assigned to each sampling shift.
Field sampling personnel shall be responsible for collecting, preserving, storing, and transporting samples in accordance with applicable procedures and methodologies established by the New York State Department of Health (NYSDOH) and/or the United States Environmental Protection Agency (USEPA). Sampling personnel shall also complete all applicable sample characterization and chain-of-custody documentation prior to submission of samples to the laboratory.
Twenty-four (24)-hour composite samples shall be manually collected from the Johnson City Influent, Binghamton Influent, and Outfall 001 Effluent streams at a frequency of one (1) aliquot every sixty (60) minutes.
For volatile organic compound (VOC) analysis, a series of eight (8) grab samples shall be collected at three (3)-hour intervals from the Johnson City Influent, Binghamton Influent, and JSTP Effluent streams. The laboratory shall composite the eight (8) grab samples collected from each location into one (1) sample for analysis.
One (1) grab sample of JSTP Filter Cake shall also be collected during the same twenty-four (24)-hour sampling period in which influent and effluent samples are obtained.

Each biennial treatment plant sample shall be analyzed for the following parameters in addition to all applicable pollutants identified in NY-2A Application table A through D:

- ❏ Semi-Volatile Organics [Acid Extractables/Base Neutral Extractables] (EPA 8270 full list)
- ❏ Volatile Organics (EPA 8260 full list)
- ❏ Pesticides (EPA 8081)
- ❏ Polychlorinated Biphenyls [PCB's] (EPA 8082)

- ❑ Metals
- ❑ Low Level Mercury (EPA 1631)
- ❑ Cyanide
- ❑ Phenols
- ❑ Dioxin
- ❑ Hardness as CaCO3
- ❑ Total Dissolved Solids

The results of the annual analyses described above shall be reported in writing to the Facilities Superintendent and Laboratory Director, within fifteen (15) business days after receipt of the samples by the Laboratory. (Reports received greater than 15 day turn around time [TAT] will result in a 10% reduction in payment per week.) This is to avoid late reporting.

3.4 MISCELLANEOUS ANALYSES AND SERVICES

The Plant personnel periodically collect samples from various Binghamton-Johnson City area industries which are subsequently analyzed to evaluate the characteristics of the wastewater being discharged by the industries to the Facilities. Additional samples may be collected for various analyses on an as-needed basis *(e.g.,* septic hauler waste characterization, special projects, etc.). Sample collection efforts may be completed by Plant personnel or an authorized representative of the Board. In such cases, the Proposer will be responsible for providing a courier to pick-up samples from the Board facility located at 4480 Vestal Road, Vestal, New York 13850. The Facilities Superintendent or Lab Director may also request that sample collection efforts be performed by the Proposer. When requested, the Proposer shall provide the necessary labor, equipment, and supplies to perform composite and/or grab sample collection efforts.

When required, sample collection efforts shall be completed by qualified and experienced sampling personnel. Composite samples will generally be collected over a twenty-four (24) hour period at the rate of one (1) sample aliquot every thirty (30) minutes using automated wastewater samplers *(e.g.,* ISCO American Sigma, etc.). Grab samples will be collected by lowering the appropriate sample containers into the discharge stream and retrieving a portion of sample. The retrieved sample will then be appropriately preserved depending on the analyses to be completed. Field sampling personnel will be responsible for collecting, preserving, storing and transporting samples in accordance with approved New York State Department of Health (NYSDOH) and/or United States Environmental Protection Agency (USEPA) procedures and methodologies, and for completing applicable Sample Characterization/Chain-of-Custody Records for all samples prior to submission to the Laboratory.

Samples collected from industries, or for miscellaneous projects, shall be analyzed, and the results reported to the JSTP within ten (10) business days after receipt of the samples by the Laboratory. Analytical parameters most commonly required under this section include, but are not limited to, one or more of the following parameters:

- ❑ Biochemical Oxygen Demand (BOD_5)
- ❑ pH
- ❑ Oil & Grease (O&G)
- ❑ Ammonia – (as N)
- ❑ Arsenic (As)
- ❑ Chromium (Cr), Total
- ❑ Iron (Fe), Total
- ❑ Mercury (Hg)
- ❑ Low Level Mercury(Hg) (EPA 1631)
- ❑ Total Suspended Solids (TSS)
- ❑ Cyanide, Total
- ❑ Flashpoint
- ❑ Total Kjeldahl Nitrogen (TKN)
- ❑ Cadmium (Cd)
- ❑ Copper (Cu)
- ❑ Lead (Pb)
- ❑ Nickel (Ni)
- ❑ Zinc (Zn)

- ❑ Silver (Ag)
- ❑ Volatile Organic Compounds (EPA 624)
- ❑ Carbonaceous Biochemical Oxygen Demand
- ❑ PCBs (in Water)
- ❑ Total Phosphorus

The results of the miscellaneous analyses described above shall be reported in writing to the Facilities Superintendent and Laboratory Director within ten (10) business days after receipt of the samples by the Laboratory or no later than the 10th of the following month, whichewver occurs first. (Reports received greater than 10 day turn around time (TAT) will result in a 10% reduction in payment per week.) This is to avoid late reporting.

3.5 GENERAL REQUIREMENTS AND STANDARDS

a. The Proposer shall provide and be responsible for maintaining all necessary sampling and analysis equipment. All sampling and analysis shall be conducted in conformity with recognized and approved U.S. Environmental Protection Agency (USEPA) and/or New York State Department of Health (NYSDOH) procedures and methodologies.

b. Analyses shall be performed by laboratories maintaining current NYSDOH Environmental Laboratory Approval Program (ELAP) and/or National Environmental Laboratory Approval Program (NELAP) accreditation.

c. The Laboratory is responsible for providing appropriate personal protective clothing and safety equipment *(e.g.,* gloves and eye protection), for following generally-applicable and Facilities-specific safety procedures *(e.g.,* confined space entry procedures), and for training their personnel in the use of safety equipment and applicability of safety procedures.

d. If any work is to be subcontracted due to a lack of in-house capability, the Proposer must specify the analyses subcontracted and the name of the laboratory performing the work. All subcontractors and the analyses performed by each subcontractor must be clearly identified on all final reports. Further, all proposed subcontract laboratories must also meet all of the certification, insurance, qualification, and performance criteria established within this RFP.

e. Final analytical data reports required under Section 3.0 ("Scope of Services") of this RFP must be submitted in electronic format, including both Portable Document Format (PDF) and Comma-Separated Values (CSF) files, in a form acceptable to the Plant Superintendent.

f. All analyses shall be performed in accordance with the analytical industry's recognized professional standards, the NYSDOH-ELAP and/or NELAP, and USEPA requirements, which include methods outlined in the latest editions of the Standard Methods for the Examination of Water and Wastewater as well as USEPA manuals for analytical methods.

g. All sample results must include chain-of custody records and, **if requested by the JSTP,** specific laboratory Quality Assurance (QA)/Quality Control (QC) information for sample preparation, instrument calibration, standards curves, and other data required in accordance with the standards, requirements, and references stated in the previous paragraph.

h. Upon termination the contract for whatever reason, the Proposer shall immediately provide, as required by the Facilities Superintendent, all project documents and information to conclude work under the project.

i. The Proposer and any subcontractor must maintain NYSDOH and/or NELAP laboratory accreditation for each parameter to be analyzed under the terms of this contract.

j. The Proposer must provide sample containers and shipping containers for samples covered by this RFP.

k. If the contracted laboratory and the Board mutually agree in writing not later than thirty (30) days prior to the expiration date of the contract or extension, the contract may be extended twice in one (1) year increments upon the same terms and conditions (except for unit pricing), so as not to exceed three (3) years of contracting under this RFP. The unit pricing for the extended period(s) shall be mutually agreed upon but shall not exceed an annual change of more than the annual (not seasonally adjusted) change for the prior calendar year in the "all items" U.S. Bureau of Labor Statistics CPI Index for Urban Consumers (CPI-U), in the “Northeast Urban” (NY-NJ-CT-PA) region with area population sizes from 50,000 to 1,500,000 (Series ID = CUUSX100SA0).

l. Any additional services undertaken by the laboratory shall be rendered only upon the written request of Board personnel. Any analysis not listed in Attachments A through D which is requested by Board personnel shall be paid for at a discounted rate of which is not less than ten-percent (10%) lower than the Laboratory's current unit price schedule, which must be attached to the Proposer's proposal as "Additional Analytical Pricing".

m. Insurance. The Board requires a minimum of two-million dollars ($2,000,000.00) of general liability insurance in force as well as a minimum of two-million dollars ($2,000,000.00) of professional liability insurance to be held at all times. The Binghamton-Johnson City Joint Sewage Board shall be named as an additional insured, and a certificate of insurance evidencing such coverage is in force shall be provided prior to work proceeding. Both policies shall provide that the insurance coverage is not cancelable prior to the fifteenth day after the Board's actual receipt from the insurer of notice of cancellation.

n. By submitting its proposal, a Proposer represents that it is in compliance with the *Immigration and Nationality Act,* 8 U.S.C. §1324A, *et. Seq.* and that it will remain so throughout the term of the contract. In addition, any subcontractor hired by the Proposer shall be required to represent that it is in compliance with the *Immigration and Nationality Act,* 8 U.S.C. §1324A, *et. seq.* Any violation of this representation shall constitute a breach of the contract, and, among other things, the Board may terminate the contract in accordance with the default provisions herein.

o. By submitting its proposal, a Proposer agrees to allow either their lab and/or subcontract lab to be assessed by either the owner or the owner’s represtative. An assessment may be an on-site or paper assessment and have total cooperation with the assessor or assessment team.

p. The applicable Board municipal claim audit and approval process requires vendor invoices to be received at the Plant Office by the close of business on the Plant Office's last business day of a given month, and a Supplier's payment terms must provide that no late fee, finance charge, carrying charge, interest, or other charge shall be assessed as to any payment issued by the Board's Fiscal Officer within 60 days of the last day of the month in which a proper invoice was actually received at the Plant Office.

q. Exemption from Sales and Use Taxes. The Board is exempt from paying New York State or local sales taxes on any material which it purchases. In computing its proposal, as well as in rendering billings, a Proposer or vendor shall not include sales taxes or compensating use taxes of the State of New York or of any city and/or county in the State of New York for any materials to be delivered which are exempt from such taxes.

4.0 PROPOSAL REQUIREMENTS

4.1 TECHNICAL PROPOSAL

The technical portion of the proposal shall include the following:

a. Confirmation of Proposer's understanding of the project scope and specific issues together with Proposer's management plan for accomplishing the work. This should correspond to the tasks outlined in the Scope of Services.

b. The identity of all subcontractors to be used for any portion of the required scope-of-services and a summary of the specific services that the subcontractor(s) shall perform.

c. A copy of the Laboratory's NYSDOH-ELAP/NELAP Certificates of Approval for Laboratory Service including a listing of analyses the lab is certified for. This same information must be submitted for all subcontractors included in the proposal that will perform analytical services.

d. A statement that the prices quoted shall remain in effect for all work requested under this contract until July 31, 2028.

e. The current price schedule for all other analytical services provided by the laboratory.

f. The proposal shall include the name and title of the laboratory contact person to whom the Board shall address all questions and concerns regarding services performed under this contract together with a contact telephone number and e-mail address. **Email and phone questions/concerns shall be replied to by proposer within 1 business day.**

4.2 FEE PROPOSAL

The fee portion of the proposal shall include the following:

a. The Proposer shall provide pricing in response to this RFP as follows:

Attachment A: Weekly JSTP Sample Pick-up and Analysis
(Refer to RFP Section 3.1) Proposer shall provide individual unit prices for each analytical parameter and weekly courier service, as well as the total estimated annual project cost for this aspect of the work based on the sample quantities and number of sample pick-ups listed.

Attachment B: Monthly and Quarterly JSTP Sample Analysis
(Refer to RFP Section 3.3) Proposer shall provide individual unit prices for each analytical parameter as well as the total estimated annual project cost for this aspect of the work based on the sample quantities listed.

Attachment C: Annual Treatment Plant Sampling and Analysis
(Refer to RFP Section 3.4) Proposer shall provide pricing for the collection and analysis of annual JSTP samples as specified in Section 3.4 of the project RFP. Individual unit prices for each analytical parameter as well as the total estimated analytical cost for this aspect of the work shall be provided based on the sample quantities listed. A lump-sum cost for sampling services (inclusive of labor, equipment, supplies and expenses, including transportation) shall also be provided based on the required scope-of-work.

Attachment D: Miscellaneous Analyses and Services
(Refer to RFP Section 3.5) Proposer shall provide unit pricing for each analytical parameter specified in Section 3.5. Unit rates shall also be provided for labor and reimbursable direct expenses (including transportation) that the Proposer may be required to provide if sample collection services are requested by the Facilities Superintendent. An hourly labor rate shall also be provided for Proposer's Laboratory Director and/or Laboratory Manager in the event that the Board requires technical assistance related to analytical procedures, methodologies, or other technical issues related to laboratory analyses.

Attachment E: Supplemental Analytical Testing Services

The Proposer shall provide a current Standard Analytical Rate Schedule as Attachment F. Any additional analytical services undertaken by the Laboratory, not covered in Attachments A through E, shall only be upon request of the Facilites Superintendent and shall be paid for at a discounted rate of not less than ten-percent (10%) off of the Standard Analytical Rate Schedule provided.

4.3 CONTRACTOR/SUBCONTRACTOR QUESTIONNAIRE

A completed, notarized Contractor/Subcontractor Questionnaire in the form attached shall be submitted with the Proposal.

5.0 EVALUATION

In evaluating the proposal for this work, the Board will give significant weight, where appropriate, to the following:

1. Qualifications and experience of the firm and personnel/project team and the abilities of subcontractors.

2. Records of past performance

   - ► *on projects of a similar scope and nature*
   - ► *on projects with strict/critical time frames*
   - ► *on Binghamton-Johnson City Joint Sewage Treatment Plant projects*
   - ► *recognition of excellence*
   - ► *working relationship with the Board and its personnel as well as other similar facilities*
   - ► *outcomes from previous external or customer assessments*

3. Ability to service, and conduct business in, the Binghamton-Johnson City area.

4. Fee proposal as it reflects the activities and requirements of this project.

As determined by the Board, the top-ranked environmental laboratories will be invited to interview with the Board or an evaluation committee comprised of Board members and Board personnel. The Board may elect to perform site visits to the top ranked environmental laboratories for the purpose of conducting evaluation audits.

The Board reserves the right to finalize the selection by negotiating cost with one or more of the top-ranked proposers. In any case, final selection will not likely be made on a basis of cost alone, and the Board reserves the right to award to other than the lowest-cost submitted proposal, to negotiate terms and costs with the one or more selected proposers, or to reject all proposals.

6.0 AGREEMENT

An agreement, substantially in the form of the standard Binghamton-Johnson City Joint Sewage Board professional services agreement (copy attached), will be negotiated and prepared for personnel and non-personnel services related to completing all work identified herein with the terms, conditions and costs to be determined based on negotiations between the Proposer selected and the Binghamton-Johnson City Joint Sewage Board.

7.0 SUBMISSION OF PROPOSALS

To respond to this RFP, 2 paper copies of the technical and cost proposal should be submitted in a sealed envelope to the attention of Douglas Jensen, Business Manager, at the Binghamton-Johnson City Joint Sewage Treatment Plant, 4480 Vestal Road, Vestal, NY 13850 not later than 2:00 p.m. local time on July 8, 2026 at which time proposals will be publicly opened and distributed to the Board or evaluation committee for review and consideration.

Any questions concerning this RFP should be directed to

Douglas Jensen *Business Manager*: djensen@bjcwwtp.com

Any proposal received later than the time specified cannot be accepted. The Board shall bear no responsibility for delays in receipt of any proposal.

The Board will not be responsible in any manner for verbal answers to any inquiries regarding the meaning of the specifications or terms in this RFP which may be given prior to the awarding of the contract.

Proposals received shall be non-revocable for 45 days from the proposal-opening date.

ATTACHMENTS

1. Form Agreement For Professional Services
2. Contractor/Subcontractor Questionnaire
3. Cost Proposal Worksheet

END ATTACHMENTS