Department of Procurement & Contract Compliance



BID #B41599
2026 – 2029 (2030) Outside Laboratory Testing for Environmental Services



MINIMUM SPECIFICATIONS AND REQUIREMENTS BID #B41534 2026 – 2029 (2030) Outside Laboratory Testing for Environmental Services

<u>Instructions to Bidders</u>: Bidders must bid the item exactly as specified or indicate with a description any deviation. If no deviation is indicated, the vendor must produce the item as specified in this bid. Additional sheets may be used if necessary but must reference the specification number.

Reasonable accommodation will be made to qualified individuals with a disability on an as needed basis, provided adequate notice is given by prospective vendors. The Unified Government follows all Federal and State antidiscrimination and equal employment opportunity laws and requires the same of its contractors.

General Requirements

- 1.1. All bids shall be submitted in DUPLICATE and shall be signed by authorized personnel on the Signature Sheet, provided as Attachment A to this bid solicitation. The proposal, bid and contract shall be submitted for the approval of the Purchasing Agent, who reserves the right to reject any or all bids. The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to waive minor deviations from the minimum specifications.
- 1.2. All prices shall be quoted F.O.B., Kansas City, Kansas. All sales will be made in accordance with the prices, terms and conditions of the Invitation for Bid and any subsequent term supply and service contract.
- 1.3. Each bid shall be submitted in a sealed envelope and shall be addressed as follows: Office of the Unified Government Clerk, Municipal Office Building, 701 North 7th Street, Room 323, Kansas City, Kansas, 66101. The outside of each sealed envelope containing a bid shall be plainly marked with the Bid Number, the item or project name, and the name and address of the bidder and delivered to the Office of the Unified Government Clerk no later than 8:45 a.m. Wednesday, November 12, 2025. If this information does not appear, the bid will be rejected. It is the bidder's responsibility to make sure the bid is delivered to the proper place at the proper time.
- 1.4. Bids will be opened at 9:00am in the Commission Chambers located in the Lobby of the City Hall Building, 701 N. 7th Street, Kansas City, KS 66101.
- 1.5. The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to award a contract in whole or in part to the lowest responsive and responsible bidder(s) as defined by section 29-1 and provided by section 29-153 of the Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas.
- 1.6. The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to reject any or all bids, in whole or in part, and all Bidders must agree that such rejection shall create no liability on the part of the Unified Government of Wyandotte County/Kansas City, Kansas, because of such rejections; and the filing of any bid in response to this Notice shall constitute an agreement of the Bidder to these conditions.
- 1.7. It is the expressed intent of these specifications to describe the minimum requirements for the above-referenced item(s). Please note that all bidders are required to document any deviations from these specifications.
- 1.8. Any items appearing in the manufacturer's regularly published literature and specifications, and listed

therein as standard, shall be supplied in the bidder's proposal

- 1.9. Conditioned bids from the vendor shall be rejected as non-responsive unless the Unified Government of Wyandotte County/Kansas City, Kansas identifies conditions in the bid specifications.
- 1.10. The bid shall include all costs associated with the purchase, shipping, delivery, licenses or any other costs associated with the sale of the products or performance of services.
- 1.11. It is the responsibility of each bidder, before submitting a bid, to examine the documents thoroughly, and request written interpretation of clarifications upon discovering any conflicts, ambiguities, errors or omissions in the bidding documents. Any Questions regarding the Minimum Specifications and Requirements shall be directed in writing to the Office of Procurement and Contract Compliance ATTN: Teresa Houchins, Room 649, 701 North 7th Street, Kansas City, Kansas 66101 or e-mailed to thouchins@wycokck.org All Questions must be received no later than 2:00 P.M. Wednesday, October 29, 2025.
- 1.12. The successful bidder must provide proof of workers' compensation insurance prior to contract approval. The successful bidder must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. A bidder's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

2. Occupational Taxes and Contract Award

- 2.1. A contract for the item(s) will be awarded, in whole or in part, to the lowest responsive and responsible bidder(s) as determined by the minimum specifications and requirements contained herein.
- 2.2. Prior to contract award, the successful bidder(s) must ensure that all occupational taxes are paid. For information, contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780 or businesslicense@wycokck.org.
- 2.3. Breach of this covenant may be regarded as a material breach of contract.

3. Approved Equivalents

3.1. Bidders shall submit detailed manufacturer's specifications for each item being proposed as an "approved equal". Please note that any use of brand names herein is for the purpose of describing the standards of quality, performance and desired characteristics of the item(s) and is not intended to limit or restrict competition.

4. Cooperative Purchasing

- 4.1. The bidder agrees to provide products and/or services to any Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institute, Special Governmental Agency, and Non-Profit corporation performing governmental functions that participates as a joint bidder in or is represented by the Mid-America Council of Public Purchasing (MACPP) and/or Mid-America Regional Council (MARC) in the Greater Kansas City Metropolitan Trade Area.
- 4.2. Sales will be made in accordance with the prices, terms and conditions of the invitation for bid and any subsequent term contract.
- 4.3. All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving,

inspection, payments and other procurement administration will be the responsibility of the ordering jurisdiction.

- 4.4. Each jurisdiction that is a party to the joint bid has authority to act as an Administrative Procurement Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipments to the jurisdiction.
- 4.5. The principal procurement officer is responsible for handling the solicitation and awarding the contract. The Principal Procurement Officer is Teresa Houchins; Department of Procurement & Contract Compliance; Unified Government of Wyandotte County/Kansas City, Kansas.

5. Standard Contractual Provisions

The following terms and conditions must be agreed to by the successful Bidder and are hereby made a part of the contract entered into between the Unified Government and the successful Bidder, unless specifically modified in writing:

- 5.1. **Parties.** Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government", and "______", hereinafter called "Contractor."
- 5.2. Compliance with Law. CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
- 5.3. Authority To Contract. CONTRACTOR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
- 5.4. Modification of Agreement. This Agreement may be modified, amended, or supplemented only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement. The Unified Government expressly states that it will not be bound by any content on CONTRACTOR'S website, even if the CONTRACTOR'S documentation specifically references said content or attempts to incorporate it into any quote, sales agreement, or other communication, including but not limited to terms and conditions associated with setting up or logging into an online account or portal.
- 5.5. Assignment. Neither CONTRACTOR nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
- 5.6. Cash Basis Law. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

- 5.7. Payment of Taxes. The Unified Government shall not be responsible for, nor indemnify CONTRACTOR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, CONTRACTOR shall pay the Unified Government occupation tax prior to execution of the Agreement.
- 5.8. Licenses and Permits. CONTRACTOR shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. CONTRACTOR shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.
- 5.9. Independent Contractor Relation. The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by CONTRACTOR are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to CONTRACTOR.
- 5.10. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, CONTRACTOR shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national original, or ancestry.

5.11. Equal Opportunity.

- 5.11.1. CONTRACTOR shall observe the provisions of the Kansas Acts Against Discrimination, K.S.A. 44-1001 et seq. and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
- 5.11.2. CONTRACTOR will CONTRACTOR will ensure that applicants and employees are treated without regard to race, religion, color, sex, disability, age, national origin, or ancestry, including, but not limited to, in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
- 5.11.3. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- 5.11.4. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- 5.11.5. CONTRACTOR shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

- 5.11.6. If CONTRACTOR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, CONTRACTOR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- 5.11.7. CONTRACTOR shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Acts Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- 5.11.8. CONTRACTOR, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

5.12. Representations.

CONTRACTOR makes the following representations:

- 5.12.1. The price submitted is independently arrived at without collusion.
- 5.12.2. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.
- 5.12.3. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.
- 5.12.4. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- 5.13. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
- 5.14. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
- 5.15. Entire Agreement. This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
- 5.16. Disclaimer of Liability. The Unified Government expressly disclaims any provision or duty to indemnify CONTRACTOR or to hold CONTRACTOR harmless. Further, the Unified Government expressly disclaims any provision, request, or assertion to pay any other party's attorneys' fees, regardless of the circumstances.

5.17. Termination for Default. If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify CONTRACTOR in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate CONTRACTOR's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay CONTRACTOR the costs and expenses and reasonable profit for services performed by CONTRACTOR prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due CONTRACTOR such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by CONTRACTOR because of the default.

Except with respect to defaults of subcontractors, CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if CONTRACTOR has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, CONTRACTOR shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit CONTRACTOR to meet the contract requirements Upon request of CONTRACTOR, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, CONTRACTOR's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of CONTRACTOR 's right to proceed under the provisions of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause, and both the Unified Government and CONTRACTOR agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by CONTRACTOR will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

If CONTRACTOR is adjudged bankrupt or insolvent;

If CONTRACTOR makes a general assignment for the benefit of his creditors;

If a trustee or receiver is appointed for CONTRACTOR or any of his property;

If CONTRACTOR files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;

If CONTRACTOR repeatedly fails to supply sufficient services:

Acts other than those specified may constitute substantial breach of this Agreement.

5.18. **Termination for Convenience.** The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to CONTRACTOR specifying the part of the

contract terminated and when termination becomes effective.

CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination CONTRACTOR will stop work to the extent specified. The Procurement Officer shall pay CONTRACTOR the following amounts:

All costs and expenses incurred by CONTRACTOR for work accepted by the Unified Government prior to CONTRACTOR's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by CONTRACTOR for work not yet accepted by the Unified Government but performed by CONTRACTOR prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by CONTRACTOR shall not be allowed.

5.19. Disputes. All controversies between the Unified Government and CONTRACTOR which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by CONTRACTOR for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then CONTRACTOR may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to CONTRACTOR by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or CONTRACTOR brings an action seeking judicial review of the decision in the Wyandotte County, Kansas District Court.

CONTRACTOR shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event CONTRACTOR shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

- 5.20. Ownership of Materials. All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by CONTRACTOR in connection with the work pursuant to this Agreement, shall be in the Unified Government.
- 5.21. Availability of Records and Audit. CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. CONTRACTOR agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the

Unified Government, CONTRACTOR shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

- 5.22. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit CONTRACTOR's liability to the Unified Government as such liability may exist by or under operation of law.
- 5.23. Indemnification. CONTRACTOR shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, judgments or costs arising from or in any way related to CONTRACTOR's activities to be carried out pursuant to the obligations of this Agreement. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
- 5.24. Governing Law. The Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kansas applicable to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte County, Kansas, or the U.S. District Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.
- 5.25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Electronic and digital format signatures (e.g., .JPG, .PDF) shall be considered as original signatures. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6. Miscellaneous Provisions

6.1. **Contract Term.** The contract term shall commence on the date of execution by the last-signing party and shall continue through December 31, 2027. The prices bid shall remain fixed and firm based upon the original proposal for the first twenty-four (24) month period of the contract. The Unified Government reserves the right to renew the contract by the contracting officer giving written notice of renewal to the Contractor at least fifteen (15) days before this contract is to expire. The contract term is for years 2026 AND 2027. The contract may be extended three (3) one-year terms.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

Verification of the proper certifications will be made prior to the finalizing of any contract to the awarded vendor. Any subcontractors that the awarded vendor intends to use will need to be disclosed and their certification verified as well prior to any contract.

- 6.2. **Interest Payable on Claims.** Pursuant to Section 9-301 (Interest) of the Procurement Code, interest on amounts ultimately determined to be due to a Contractor of the Unified Government shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.
- 6.3. **Tax Clearance for City and Local Governments.** The local governments of City of Kansas City, Jackson County, Missouri, Johnson County, Kansas and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to ensure

that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to Parties making each of the first payment under their subsequent contract or any contract renewal.

The selected Contractor may obtain the Unified Government tax clearance letter from Procurement and Contract Compliance Department and authorize the County to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri and Johnson County, Kansas (collectively the "Local Governments"), dated not more than ninety (60) days from the date of submission.

6.4. Insurance. The successful offeror must secure all insurance coverage required by the Unified Government, including workers' compensation insurance, and must provide proof of such insurance prior to contract approval. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

The vendor awarded this contract(s) is required to provide a Certificate of Insurance that contains a minimum of the following coverage and limits:

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide thirty (30) days written notice to the Unified Government by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The successful bidder shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract.

In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required policies of insurance should be scheduled to expire or be canceled, it will be the responsibility of the Contractor to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the policy **prior to the expiration or cancellation date** so that there will be no lapse in any coverage.

The Contractor shall indemnify the Unified Government of Wyandotte County/Kansas City, Kansas and save it harmless against any and all loss, damage, expense, liability or claim of liability, expense for injury, death or damage to property directly caused by the Contractor's negligence arising out of performance by the Contractor of the agreement. The Unified Government shall be named as an additional insured, to read exactly as follows:

The Unified Government of Wyandotte County/Kansas City, Kansas is an additional insured with respect to the work performed for the contract(s): BID #B41599, 2026 – 2029 (2030) Outside Laboratory Testing for Environmental Services.

The following minimum coverage is required of vendors providing services:

Coverage: Limits of Liability:

Workers Compensation Statutory

Combined Automobile Bodily Injury

and Automobile Property Damage \$500,000 per occurrence

Errors and Omissions \$1,000,000

Professional Liability \$1,000,000

Provide BID or RFP Number and Title in the "miscellaneous" area of certificate.

Address all certificates to the Unified Government Wyandotte County/Kansas City, Kansas – Procurement Department, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

7. Minimum Specifications

7.1 The Unified Government of Wyandotte County, Kansas City, Kansas Environmental Services Division is interested in receiving bids for the following analytical testing. Along with the test results, a complete Chain of Custody Record trail, Quality Control/Assurance date for duplicate analyses, spike recoveries, and blanks will be provided. A copy of the Laboratory's certification from the Kansas Department of Health and Environment must be furnished, with a list of EPA approved methods currently used for analyses and the references for the methods (EPA, <u>Stand Methods 21st Edition</u> or later, etc.). Copies of the laboratory Standard Operating Procedures may be requested by Environmental Services.

The following conditions will be included in the proposal.

- 1. The required reporting turnaround time for the receipt of the original laboratory report for the Treatment Plant and Industrial aqueous samples, Sludge, or Grit Samples, will be a maximum of twenty-one (21) calendar days from the date of sample receipt in the testing Laboratory. The report(s) may be delivered by courier, email, United States Postal Service, or parcel service.
- 2. The required reporting turnaround time for the receipt of the original laboratory report for the Landfill samples, Priority Pollutants or Whole Effluent Toxicity testing will be a maximum of twenty-eight (28) calendar days from the date of sample receipt in the testing Laboratory. The report(s) and invoice(s) may be delivered by courier, email, United States Postal Service, or parcel service.
- 3. The required reporting turnaround time for analytes not listed in this proposal will be twenty-eight (28) calendar days from the date of sample receipt in the testing Laboratory (unless agreed in advance on a case-by-case basis). The report(s) and invoice(s) may be delivered by courier, email, United States Postal Service, or parcel service.
- 4. Each invoice will indicate the total charge for each individual test OR package price and the invoice total.
- 5. All pricing will include all sample containers (with preservatives, if needed) shipping containers (if necessary), and pre-paid shipping fees (if necessary). As an alternative, the Proposal may specify that an employee of the selected laboratory, or courier arranged and paid by the selected laboratory, may collect the samples at the Kaw Point Treatment Plant Laboratory.
- 6. The prices specified for each analyte will not be increased within the first two years of the contract, without written approval by Environmental Services. An optional fee, or maximum % increase, may be indicated in the proposal for years three and four, and in the event Environmental Services opts to renew for a fifth year.

- 7. Contract laboratory gives permission for reproduction of partial or complete reports for the use of Environmental Services.
- 8. All laboratory result summaries will include a maximum of 1 sample per report page and all applicable quality control/quality assurance data related to the report. If the report for a sample is multi-page, each page will be numbered sequentially.
- 9. The laboratory must have personnel available seven (7) days per week to accept samples and begin testing to meet holding time limitations.
- 10. All analyses will be done within the holding times established by the Environmental Protection Agency in 40 CFR 40.136.3, Table II, or the Kansas Department of Health and Environment. If the analysis will not be completed within the specified holding time, or if the sample was not properly preserved, the contract laboratory will call the Environmental Services representative. At that time, the Environmental Services representative will determine if the sample should be run, or a replacement sample collected.
- 11. If the primary vendor will not, or cannot complete all required analyses (due to lack of certification, equipment failure, unforeseen circumstances, etc.), notice will be given to Environmental Services before subcontracting services to another laboratory. The notification will be waived if the subcontract laboratory is included as a part of the original Proposal and Environmental Services gives approval as part of the original contract. All certification and report requirement (including reporting turnaround times) listed in the Minimum Specifications section will apply to subcontractors. All reports from subcontractor laboratories will comply with the requirements applicable to the primary contract laboratory.
- 12. Environmental Services will reserve the right to send samples to other laboratories if the results are questioned.
- 13. Any frequency may be increased or decreased, as determined by Environmental Services.
- 14. All parameters and testing frequencies for Package pricing are subject to change with notice to the Contract Lab.
- 15. For metals analysis, "Total Metals" is equivalent to "Total Recoverable Metals". These two terms may be used interchangeably.
- 16. Approximately 3 TTO samples in the odd numbered years. The TTO list is listed at 40 CFR 413.02(i) but does **NOT** include 2,3,7,8-tetrachlorodibenzo-p-dioxin.
- 17. Whole Effluent Toxicity Testing:
 - a. Acute Toxicity testing for Kaw Point Treatment Plant requires specified dilutions of 0%, 24%, 36%, 50%, 75% and 100% effluent See Appendix III
 - b. Chronic Toxicity testing for Treatment Plant 20 requires specified dilutions of 0%, 12.5%, 25%, 50%, 75% and 100 effluent See Appendix IV
 - c. Chronic Toxicity testing for Wolcott Treatment Plant requires specified dilutions of 0%, 25%, 50%, 65%, 86% and 100% effluent See Appendix V

7.2 Pre-Bid Conference

A non-mandatory Pre-Bid Conference will be held at 2:00pm Tuesday, October 28, 2025, at the Kaw Point Treatment Plant Administration Building, 50 Market Street, Kansas City, Kansas 66118.

8.0 Bid Deadlines and Delivery Instructions

Sealed bids must be addressed and delivered to: Bid #B41599, 2026 – 2029 (2030) Outside Laboratory Testing for Environmental Services, Office of the Unified Government Clerk, Unified Government of Wyandotte County/Kansas City, Kansas, 3rd Floor, Room 323, Municipal Office Building, 701 North 7th Street, Kansas City, Kansas, 66101 NO LATER THAN 8:45 a.m., Wednesday November 12, 2025.

Bids will be opened at 9:00am in the Commission Chambers located in the Lobby of the City Hall Building, 701 N. 7th Street, Kansas City, KS 66101

ATTACHMENTS:

Attachment A – Signature Sheet

Attachment B – Package Descriptions

Attachment C – Appendices Corresponding to Package Lists

Attachment A

Signature Sheet

No bid will be considered unless signed with the autograph signature of an officer authorized to bind the vendor.

Company Name	Authorized Representative
Mailing Address	Signature Date
City, State, Zip Code	Title
Phone Number	Fax Number
Federal Tax ID #	F-Mail Address

Attachment B

PACKAGE

1. Sludge Cake – KP and TP 20 – 1 each annually

- Metals total recoverable (mg/Kg): antimony, arsenic, barium, beryllium, cadmium, chromium, copper, lead, mercury (cold vapor), molybdenum, nickel, phosphorus, potassium, selenium, silver, thallium, zinc
- ii. Metals TCLP (total) RCRA 8: arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver
- iii. Total PCB (mg/kg): 1254, 1016, 1232, 1248, 1242, 1221, 1260
- iv. Miscellany: BTU/kg, Corrosivity / pH, Flashpoint, Reactive CN, Reactive Sulfide, TCLP Herbicides, TCLP Pesticides, TCLP Semi-Volatiles, TCLP Volatiles, TKN, Total Moisture, Total Solids. Total Sulfate

2. Grit – KP – annually

- Metals (total) (mg/L or μg/L): antimony, arsenic, barium, beryllium, cadmium, chromium, copper, lead, mercury (cold vapor), molybdenum, nickel, phosphorus, potassium, selenium, silver, thallium, zinc
- ii. TCLP (total) (µg/L): arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver
- iii. PCB (mg/kg): 1254, 1016, 1232, 1248, 1242, 1221, 1260
- iv. Miscellany: Cyanide (reactive), paint filter test, pH, sulfide (reactive), TKN, Total Moisture, Total Solids

3. Acute WET at KP – annually

- Metals total recoverable (mg/L or μg/L): antimony, arsenic, barium, beryllium, cadmium, chromium, copper, lead, mercury (cold vapor), molybdenum, nickel, phosphorus, potassium, selenium, silver, thallium, zinc
- ii. Miscellany: alkalinity, ammonia, chlorine, dissolved oxygen, electro-conductivity, pH, temperature, total hardness as CaCO₃
- iii. Toxicity dilution series = or >24% (March-October) or 36% (November -February)
 - i. **Ceriodaphnia** (LC50)
 - ii. **Pimephales** (LC50)
- iv. See Section H.1. in Appendix III for required minimum reportable detection levels for metals & dilution series

4. Chronic WET at TP 20 – annually

- Metals total recoverable (mg/L or μg/L): antimony, arsenic, barium, beryllium, cadmium, chromium, copper, lead, mercury (cold vapor), molybdenum, nickel, phosphorus, potassium, selenium, silver, thallium, zinc
- ii. Miscellany: alkalinity, ammonia, chlorine, dissolved oxygen, electro-conductivity, hardness as CaCO₃, pH, temperature, total hardness as CaCO₃
- iii. Toxicity dilution series (may change if new NPDES Permit is issued): 0%, 12.5%, 25%, 50%, 75%, 100% for
 - i. **Ceriodaphnia** (IC25)
 - ii. <u>Pimephales</u> (IC25)

 iv. See Section H.1 in Appendix IV for required minimum reportable detection levels for metals & dilution series

- 5. Chronic WET at Wolcott once in 2026 and annually thereafter.
 - Metals total recoverable (mg/L or μg/L): antimony, arsenic, barium, beryllium, cadmium, chromium, copper, lead, mercury (cold vapor), molybdenum, nickel, selenium, silver, thallium, zinc
 - ii. Miscellany: alkalinity, ammonia, chlorine, dissolved oxygen, electro-conductivity, hardness as CaCO₃, pH, temperature, total hardness as CaCO₃
 - iii. Toxicity dilution series (may change if new NPDES Permit is issued): 0%, 25%, 50%, 65%, 86% and 100% for
 - i. <u>Ceriodaphnia (</u>IC25)
 - ii. <u>Pimephales</u> (IC25)
 - iv. See Section G.1 in Appendix V for required minimum reportable detection levels for metals & dilution series
- 6. Priority Pollutants
 - a. Kaw Point annually in 2026, 2028 and 2030
 - i. See Section H.2. in Appendix III
 - b. Wolcott once yearly, 2027 and 2029
 - i. See Section G.2. in Appendix V
- c. Plant 20-once yearly in 2026, additional dates may be required after issuance of a new permit.
- 7. Table of Individual Testing Parameters and Pricing
- 8. Table of Package Pricing

Attachment C APPENDICES CORRESPONDING TO PACKAGE LISTS

Not Applicable Not Applicable

Copy of NPDES Permit for Kaw Point Treatment Plant – pages 7–9 of 17 Copy of NPDES Permit for Treatment Plant 20 – pages 6–8 of 12 Copy of NPDES Permit for New Wolcott Treatment Plant – pages 5–7 of 10 Composite Priority Pollutants List Table of Individual Testing Parameters and Pricing Table of Package Pricing

Appendix I

NOT APPLICABLE

Appendix II

NOT APPLICABLE

Appendix III

COPY OF NPDES PERMIT FOR KAW POINT TREATMENT PLANT

June 1, 2025, through May 31, 2030

Pages 7 – 9 of 17

Kansas Permit No.: M-MO25-IO01

E. SUPPLEMENTAL CONDITIONS - COMBINED SEWER REQUIREMENTS

The permittee is authorized to discharge from the CSO locations listed in Table II-Combined Sewer Overflow Outfalls in accordance with the following requirements.

- a. Nine Minimum Controls- Permittee shall review, update as necessary and continue to implement the Nine Minimum Control Plan approved by KDHE.
- b. Long Term Control Plan- The permittee has provided a Long-Term Control Plan and shall maintain compliance with the Long-Term Control Plan.
- c. A CSO-related bypass of the secondary treatment portion of the POTW treatment plant is authorized when the flow rate to the POTW treatment plant, as a result of a precipitation event, exceeds 42 MGD. Bypasses that occur when the flow at the time of the bypass is under 42 MGD are not authorized under this condition and are subject to the bypass provision of 40 CFR 122.41(m), see Standard condition 10 for Incident Reporting requirements.

F. SLUDGE DISPOSAL

Sludge disposal shall be in accordance with the 40 CFR Part 503 sludge regulations.

G. SCHEDULE OF COMPLIANCE

Permittee has received a Consent Decree from the Department of Justice and EPA. Permittee shall implement the requirements of the Consent Decree and any amendments or replacements thereto.

H. ADDITIONAL INFORMATION

EPA's National Pollutant Discharge Elimination System (NPDES) Electronic Reporting Rule ("NPDES eRule") requires regulated entities to report data electronically. KDHE has developed electronic reporting tools to assist permittees in complying with the EPA electronic reporting rule. Unless a waiver has been approved by KDHE, permittees are required to submit information electronically. The electronic reporting system is called the Kansas Environmental Information Management System (KEIMS) and can be accessed at https://keims.kdhe.ks.gov. Upon KDHE request, associated lab reports can also be submitted in KEIMS.

I. BIOMONITORING AND PRIORITY POLLUTANTS

- 1. Acute Whole Effluent Toxicity Testing
 - a. Acute Whole Effluent Toxicity (WET) testing shall be conducted once in calendar year 2025 and annually thereafter. The median lethal concentration, LC50, shall be equal to or greater than 24% (March-October) or 36% (November-February) effluent. Test results less than the limits provided herein are violations of this permit. The test procedures shall be in accordance with the EPA document, Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms, fourth edition as published in August 1993, (EPA/600/4-90/027F) using test organisms Pimephales promelas (fathead minnow) and any of the following daphnid (water flea) species: Daphnia pulex, Daphnia magna, or Ceriodaphnia dubia within a dilution series containing and surrounding the LC50 provided above. KDHE reserves the right to increase or decrease testing frequency based upon compliance history and toxicity testing results.
 - b. If the WET test results indicate the LC_{50} is equal to or greater than 24% (March-October) or 36% (November-February) effluent, the effluent has passed the toxicity test. Samples results shall be uploaded to the Kansas Environmental Information Management System (KEIMS) at https://keims.kdhe.ks.gov within 30 days of receipt of the results.

Kansas Permit No.: M-MO25-IO01

I. BIOMONITORING AND PRIORITY POLLUTANTS (continued)

c. If the WET test results indicate the LC_{50} is less than 24% (March-October) or 36% (November-February) effluent, the effluent has failed the toxicity test and the permittee shall immediately notify KDHE by telephone at (785) 296-5517 and submit to KDHE a copy of the test report within five days of receipt of the information. KDHE reserves the right to require the permittee to take such actions as are reasonable to identify and remedy any identified or predicted toxic conditions in the receiving stream outside of the mixing zone which is caused by the permittee's effluent.

d. Permittee shall also test a portion of one of same effluent samples used for the WET test for the following parameters (required minimum reportable levels are in parenthesis):

Antimony (10 μ g/L)*
Arsenic (10 μ g/L)*
Beryllium (5 μ g/L)*
Cadmium (2 μ g/L)*
Chromium (10 μ g/L)*
Copper (10 μ g/L)*
Lead (5 μ g/L)*
Mercury (0.2 μ g/L-Cold Vapor Method)

Nickel (10 µg/L)*
Selenium (5 µg/L)*
Silver (2 µg/L)*
Thallium (10 µg/L)*
Zinc (20 µg/L)*
Ammonia, mg/l
Total Hardness as CaCO3 mg/l
pH
Electroconductivity (umhos/cm)

* Parameter shall be tested and reported as total recoverable metals.

The permittee shall coordinate sampling for this test with other requirements of this permit. The permittee shall use a laboratory approved by KDHE for Whole Effluent Toxicity testing.

2. Priority Pollutant Scan

Permittee shall conduct a Priority Pollutant Scan on the effluent for the parameters listed in Table I, <u>Priority Pollutant Scan</u>. The Priority Pollutant Scan shall be conducted in calendar years 2026, 2028, and 2030. Samples results shall be uploaded to the Kansas Environmental Information Management System (KEIMS) at https://keims.kdhe.ks.gov within 30 days of receipt of the results.

Sample type shall be 24-hour composite except for $\underline{\text{Volatiles}}$ which shall be a grab sample. See Biomonitoring and Priority Pollutants I.1.d for minimum detection limits for certain metals in the Priority Pollutant Scan.

J. STORMWATER POLLUTION PREVENTION

The permittee shall maintain, modify, and implement the existing Stormwater Pollution Prevention (SWP2) Plan, in accordance with Attachment, A dated November 1, 2021. A copy of the SWP2 Plan shall be kept on site and be available for KDHE or EPA inspection upon request. The permittee shall submit the SWP2 Annual Site Evaluation form through KEIMS.

Table I - Priority Pollutant Scan*

Metals (μg/l)	Base/Neutral (µg/l)	Acid Compounds (μg/l)
Total Antimony	Acenaphthene	2-chlorophenol
Total Arsenic	Acenaphthylene	2,4-dichlorophenol
Total Beryllium	Anthracene	2,4-dimethylphenol
Total Cadmium	Benzidine	2,4-dinitrophenol
Total Chromium	Benzo(a) anthracene	2-nitrophenol
Total Copper	Benzo(a)pyrene	4-nitrophenol
Total Lead	Benzo(k)fluoranthene	Parachlorometa cresol
Total Mercury	Benzo (ghi) perylene	Pentachlorophenol
Total Nickel	Benzo (b) fluoranthene	Phenol
Total Selenium	Bis(2-chloroethoxy)methane	4,6-dinitro-o-cresol
Total Selemum Total Silver	Bis(2-chloroethyl)ether	2,4,6-trichlorophenol
Total Thallium	Bis(2-ethylhexyl)phthalate	2, i,o triemorophonor
	Bis(2-chloroisopropyl) ether	Volatiles (µg/l)
Total Zinc	1,2-diphenylhydrazine	Acrolein
D	Fluoranthene	Acrylonitrile
Pesticides (µg/l)	Fluorantinene Fluorene	Benzene
Aldrin		Bromoform
Alpha-BHC**	Nitrobenzene	Carbon Tetrachloride
Beta-BHC**	N-nitrosodimethylamine	Carbon Tetracmoride Chlorobenzene
Gamma-BHC**	N-nitrosodi-n-propylamine	Chlorodibromomethane
Delta-BHC**	N-nitrosodiphenylamine	Chloroethane
Chlordane	Phenanthrene	
4,4-DDT	Pyrene	2-chloroethylvinyl ether Chloroform
4,4-DDD	1,2,4-trichlorobenzene	
4,4-DDE	4-bromophenyl phenyl ether	Dichlorobromomethane
Dieldrin	Butyl benzyl phthalate	1,1-dichloroethane
Alpha-endosulfan	2-chloronaphthalene	1,2-dichloroethane
Beta-endosulfan	4-chlorophenyl phenyl ether	1,1-dichloroethylene
Endosulfan sulfate	Chrysene	1,2-dichloropropane
Endrin	Dibenzo(a,h) anthracene	1,3-dichloropropylene
Endrin aldehyde	1,2-dichlorobenzene	Ethylbenzene
Heptachlor	1,3-dichlorobenzene	Methyl bromide
Heptachlor epoxide	1,4-dichlorobenzene	Methyl chloride
Toxaphene	3,3-dichlorobenzidine	Methylene chloride
	Dimethyl phthalate	1,1,2,2-tetrachloroethane
Polychlorinated Biphenyls (µg/l)	Diethyl phthalate	Tetrachloroethylene
PCB-1242	Di-n-butyl phthalate	Toluene
PCB-1254	2,4-dinitrotoluene	1,2 trans-dichloroethylene
PCB-1221	2,6-dinitrotoluene	1,1,1-trichloroethane
PCB-1232	Di-n-octyl phthalate	1,1,2-trichloroethane
PCB-1248	Hexachlorobenzene	Trichloroethylene
PCB-1260	Hexachlorobutadiene	Vinyl chloride
PCB-1016	Hexachlorocyclopentadiene	
	Hexachloroethane	Miscellaneous
	Indeno (1,2,3-cd) pyrene	Total Cyanide (mg/l)***
	Naphthalene	Asbestos (cnt/l)
	Isophorone	2,3,7,8-TCDD (Dioxin) (μg/l)

^{*} Testing not required for pollutants with a strike-through.

^{**} Scientific name is hexachlorocyclohexane

^{***} The total cyanide analysis must include preliminary treatment of the sample to avoid NO₂ interference. See Standard Methods for the Examination of Water and Wastewater, 22nd Edition, 4500-CN B. Preliminary Treatment of Samples

Appendix IV

COPY OF NPDES PERMIT FOR TREATMENT PLANT 20

January 1, 2022, through December 31, 2026

Pages 5 – 6 of 10

Page 5 of 10 Kansas Permit No.: M-KS27-OO20

H. BIOMONITORING AND PRIORITY POLLUTANTS

1. Whole Effluent Toxicity:

- a. Chronic Whole Effluent Toxicity (WET) testing on a 24-hr composite sample of the effluent composite sample shall be conducted once every calendar year. The 25% Inhibition Concentration, IC25, shall be equal to or greater than 23% effluent. Test results less than 23% are violations of this permit. The test procedures shall use the seven day static renewal test method in accordance with the EPA document, Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms, fourth edition, October 2002 using test organisms Pimephales promelas (fathead minnow) and Ceriodaphnia dubia (water flea) within a dilution series containing 0%, 12.5%, 25%, 50%, 75%, and 100% effluent. KDHE reserves the right to increase or decrease testing frequency based upon compliance history and toxicity testing results.
- b. If the WET test results indicate the IC25 is equal to or greater than 23% effluent for April through October and 26% effluent for November through March, the effluent has passed the toxicity test and a copy of the test report shall be due with the next scheduled Discharge Monitoring Report.
- c. If the WET test results indicate the IC25 is less than 23% effluent for April through October and 26% for November through March, the effluent has failed the toxicity test and the permittee shall immediately notify KDHE by telephone at (785) 296-5517 and submit to KDHE a copy of the test report within five days of receipt of the information. KDHE reserves the right to require the permittee to take such actions as are reasonable to identify and remedy any identified or predicted toxic conditions in the receiving stream outside of the mixing zone which is caused by the permittee's effluent.
- d. Permittee shall also test a portion of one of same effluent samples used for the WET test for the following parameters (required minimum reportable detection levels are in parenthesis):

Antimony (10 µg/L)*
Arsenic (10 µg/L)*
Beryllium (5 µg/L)*
Cadmium (2 µg/L)*
Chromium (10 µg/L)*
Copper (10 µg/L)*
Lead (5 µg/L)*
Mercury (0.2 µg/L-Cold Vapor Method)
Nickel (10 µg/L)*

Selenium (5 µg/L)*
Silver (2 µg/L)*
Thallium (10 µg/L)*
Zinc (20 µg/L)*
Ammonia, mg/l
Total Hardness as CaCO3 mg/l
pH
Electroconductivity, umhos

* Parameter shall be tested and reported as Atotal recoverable@ metals.

The permittee shall coordinate sampling for this test with other requirements of this permit. The permittee shall use a laboratory approved by KDHE for Whole Effluent Toxicity testing.

2. Priority Pollutant Scan

Permittee shall conduct a Priority Pollutant Scan on the effluent for the parameters listed in Table I, <u>Priority Pollutant Scan</u>, on the following pages. The Priority Pollutant Scan shall be conducted within 18 months of the expiration date of this permit and the results reported to KDHE prior to 6 months of the expiration date of this permit. Sample results shall be reported with the next Discharge Monitoring Report following receipt of the results.

Sample type shall be 24-hour composite except for $\underline{\text{Volatiles}}$ which shall be a grab sample.

See Supplemental Condition H.1.d. for minimum detection limits for certain metals in the Priority Pollutant Scan.

Page 6 of 10 Kansas Permit No.: M-KS27-OO20

Table I - Priority Pollutant Scan*

Metals (µg/l)	Base/Neutral (µg/l)	Acid Compounds (µg/l)
Total Antimony	Acenaphthene	2-chlorophenol
Total Beryllium	Acenaphthylene	2,4-dichlorophenol
Total Cadmium	Anthracene	2,4-dimethylphenol
Total Chromium	Benzidine	2,4-dinitrophenol
Total Copper	Benzo(a) anthracene	2-nitrophenol
Total Lead	Benzo(a)pyrene	4-nitrophenol
Total Mercury	Benzo(k)fluoranthene	Parachlorometa cresol
Total Nickel	Benzo (ghi) perylene	Pentachlorophenol
Total Selenium	Benzo (b) fluoranthene	Phenol
Total Silver	Bis(2-chloroethoxy)methane	4,6-dinitro-o-cresol
Total Thallium	Bis(2-chloroethyl)ether	2,4,6-trichlorophenol
Total Zinc	Bis(2-ethylhexyl)phthalate	•
	Bis(2-chloroisopropyl) ether	Volatiles (µg/l)
Pesticides (µg/l)	1,2-diphenylhydrazine	Acrolein
Aldrin	Fluoranthene	Acrylonitrile
Alpha-BHC**	Fluorene	Benzene
Beta-BHC**	Nitrobenzene	Bromoform
Gamma-BHC**	N-nitrosodimethylamine	Carbon Tetrachloride
Delta-BHC**	N-nitrosodi-n-propylamine	Chlorobenzene
Chlordane	N-nitrosodiphenylamine	Chlorodibromomethane
4,4-DDT	Phenanthrene	Chloroethane
4,4-DDD	Pyrene	2-chloroethylvinyl ether
4,4-DDE	1,2,4-trichlorobenzene	Chloroform
Dieldrin	4-bromophenyl phenyl ether	Dichlorobromomethane
Alpha-endosulfan	Butyl benzyl phthalate	1,1-dichloroethane
Beta-endosulfan	2-chloronaphthalene	1,2-dichloroethane
Endosulfan sulfate	4-chlorophenyl phenyl ether	1,1-dichloroethylene
Endrin	Chrysene	1,2-dichloropropane
Endrin aldehyde	Dibenzo(a,h) anthracene	1,3-dichloropropylene
Heptachlor	1,2-dichlorobenzene	Ethylbenzene
Heptachlor epoxide	1,3-dichlorobenzene	Methyl bromide
Toxaphene	1,4-dichlorobenzene	Methyl chloride
	3,3-dichlorobenzidine	Methylene chloride
Polychlorinated Biphenyls (µg/l)	Dimethyl phthalate	1,1,2,2-tetrachloroethane
PCB-1242	Diethyl phthalate	Tetrachloroethylene
PCB-1254	Di-n-butyl phthalate	Toluene
PCB-1221	2,4-dinitrotoluene	1,2 trans-dichloroethylene
PCB-1232	2,6-dinitrotoluene	1,1,1-trichloroethane
PCB-1248	Di-n-octyl phthalate	1,1,2-trichloroethane
PCB-1260	Hexachlorobenzene	Trichloroethylene
PCB-1016	Hexachlorobutadiene	Vinyl chloride
TCD-1010	Hexachlorocyclopentadiene	v myr emoriae
	Hexachloroethane	Miscellaneous
	Indeno (1,2,3-cd) pyrene	Total Cyanide (mg/l)***
	Naphthalene	Asbestos (ent/l)
	Isophorone	2,3,7,8-TCDD (Dioxin) (µg/l)
	Isophorone	2,3,7,0-1CDD (Di0λiii) (μg/1)

^{*} Testing not required for pollutants with a strike-through.

^{**} Scientific name is hexachlorocyclohexane

^{***} The total cyanide analysis must include preliminary treatment of the sample to avoid NO₂- interference. See Standard Methods for the Examination of Water and Wastewater, 22nd Edition, 4500-CN-B. Preliminary Treatment of Samples.

Appendix V

COPY OF NPDES PERMIT FOR NEW WOLCOTT TREATMENT PLANT

June 1, 2024, through May 31, 2029

Pages 5 – 7 of 10

Kansas Permit No.: M-M025-0006

F. ADDITIONAL INFORMATION

EPA's National Pollutant Discharge Elimination System (NPDES) Electronic Reporting Rule ("NPDES eRule") requires regulated entities to report data electronically. KDHE has developed electronic reporting tools to assist permittees in complying with the EPA electronic reporting rule. Unless a waiver has been approved by KDHE, permittees are required to submit information electronically. The electronic reporting system is called the Kansas Environmental Information Management System (KEIMS) and can be accessed at https://keims.kdhe.ks.gov. Upon KDHE request, associated lab reports can also be submitted in KEIMS.

G. SCHEDULE OF COMPLIANCE

None

H. BIOMONITORING AND PRIORITY POLLUTANTS

- 1. Chronic Whole Effluent Toxicity Testing
 - a. Chronic Whole Effluent Toxicity (WET) testing shall be conducted on a composite sample of the effluent at 001A once in calendar year 2024 and annually thereafter. The 25% Inhibition Concentration, IC25, shall be equal to or greater than 86% effluent. Test results less than 86% are violations of this permit. The test procedures shall use the seven day static renewal test method in accordance with the EPA document, Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms, fourth edition, October 2002 using test organisms Pimephales promelas (fathead minnow) and Ceriodaphnia dubia (water flea) within a dilution series containing 0, 25, 50, 65, 86 and 100% effluent. KDHE reserves the right to increase or decrease testing frequency based upon compliance history and toxicity testing results.
 - b. If the WET test results indicate the IC25 is equal to or greater than 86% effluent, the effluent has passed the toxicity test. Samples results shall be uploaded to the Kansas Environmental Information Management System (KEIMS) at https://keims.kdhe.ks.gov within 30 days of receipt of the results.
 - c. If the WET test results indicate the IC25 is less than 86% effluent, the effluent has failed the toxicity test and the permittee shall immediately notify KDHE by telephone at (785) 296-5517 and submit to KDHE a copy of the test report within five days of receipt of the information. KDHE reserves the right to require the permittee to take such actions as are reasonable to identify and remedy any identified or predicted toxic conditions in the receiving stream outside of the mixing zone which is caused by the permittee's effluent.
 - d. Permittee shall also test a portion of one of same effluent samples used for the WET test for the following parameters (required minimum reportable levels are in parenthesis):

Antimony (10 µg/L)*
Arsenic (10 µg/L)*
Beryllium (5 µg/L)*
Cadmium (2 µg/L)*
Chromium (10 µg/L)*
Copper (10 µg/L)*
Lead (5 µg/L)*
Mercury (0.2 µg/L-Cold Vapor Method)

Nickel (10 μ g/L)*
Selenium (5 μ g/L)*
Silver (2 μ g/L)*
Thallium (10 μ g/L)*
Zinc (20 μ g/L)*
Ammonia, mg/l
Total Hardness as CaCO3 mg/l
pH
Electroconductivity (umhos/cm)

^{*} Parameter shall be tested and reported as total recoverable metals.

Kansas Permit No.: M-M028-0001

H. BIOMONITORING AND PRIORITY POLLUTANTS (continued)

The permittee shall coordinate sampling for this test with other requirements of this permit. The permittee shall use a laboratory approved by KDHE for Whole Effluent Toxicity testing.

2. Priority Pollutant Scan

Permittee shall conduct a Priority Pollutant Scan on the effluent for the parameters listed in Table I, <u>Priority Pollutant Scan</u>. The Priority Pollutant Scan shall be conducted in calendar years 2025, 2027, and 2029. Samples results shall be uploaded to the Kansas Environmental Information Management System (KEIMS) at https://keims.kdhe.ks.gov within 30 days of receipt of the results.

Sample type shall be 24-hour composite except for $\underline{Volatiles}$ which shall be a grab sample. See Biomonitoring and Priority Pollutants H.1.d for minimum detection limits for certain metals in the Priority Pollutant Scan.

I. STORMWATER POLLUTION PREVENTION

The permittee has submitted a No Exposure Certification (NOEC) form for exclusion from the requirements of the Stormwater runoff from industrial activity. An annual no exposure certification form shall be submitted to recertify no exposure. The first recertification shall be by September 30, 2024.

If at any time, the facility is not eligible for a no exposure exclusion, the permittee shall develop, maintain, modify, and implement a Stormwater Pollution Prevention (SWP2) Plan, in accordance with Attachment A, dated November 1, 2021. The permittee shall develop the SWP2 Plan and submit the Industrial Stormwater Pollution Prevention Compliance Certification in KEIMS one year after determination the permittee is not eligible for a no exposure exclusion. A copy of the SWP2 shall be kept on site and be available for KDHE or EPA inspection upon request. After development of the SWP2 Plan, the permittee shall submit the SWP2 Annual Site Evaluation form through KEIMS.

Table I - Priority Pollutant Scan*

Matala (u.a/I)	D/NI	A :10
Metals (µg/l)	Base/Neutral (μg/l)	Acid Compounds (μg/l)
Total Antimony	Acenaphthene	2-chlorophenol
Total Arsenic	Acenaphthylene	2,4-dichlorophenol
Total Beryllium	Anthracene	2,4-dimethylphenol
Total Cadmium	Benzidine	2,4-dinitrophenol
Total Chromium	Benzo(a) anthracene	2-nitrophenol
Total Copper	Benzo(a)pyrene	4-nitrophenol
Total Lead	Benzo(k)fluoranthene	Parachlorometa cresol
Total Mercury	Benzo (ghi) perylene	Pentachlorophenol
Total Nickel	Benzo (b) fluoranthene	Phenol
Total Selenium	Bis(2-chloroethoxy)methane	4,6-dinitro-o-cresol
Total Silver	Bis(2-chloroethyl)ether	2,4,6-trichlorophenol
Total Thallium	Bis(2-ethylhexyl)phthalate	, ,
Total Zinc	Bis(2-chloroisopropyl) ether	Volatiles (µg/l)
	1,2-diphenylhydrazine	Acrolein
Pesticides (µg/l)	Fluoranthene	Acrylonitrile
Aldrin	Fluorene	Benzene
Alpha-BHC**	Nitrobenzene	Bromoform
Beta-BHC**	N-nitrosodimethylamine	Carbon Tetrachloride
Gamma-BHC**	N-nitrosodinethylamine N-nitrosodi-n-propylamine	Chlorobenzene
Delta-BHC**		
Chlordane	N-nitrosodiphenylamine Phenanthrene	Chlorodibromomethane
		Chloroethane
4,4-DDT	Pyrene	2-chloroethylvinyl ether
4,4-DDD	1,2,4-trichlorobenzene	Chloroform
4,4-DDE	4-bromophenyl phenyl ether	Dichlorobromomethane
Dieldrin	Butyl benzyl phthalate	1,1-dichloroethane
Alpha-endosulfan	2-chloronaphthalene	1,2-dichloroethane
Beta-endosulfan	4-chlorophenyl phenyl ether	1,1-dichloroethylene
Endosulfan sulfate	Chrysene	1,2-dichloropropane
Endrin	Dibenzo(a,h) anthracene	1,3-dichloropropylene
Endrin aldehyde	1,2-dichlorobenzene	Ethylbenzene
Heptachlor	1,3-dichlorobenzene	Methyl bromide
Heptachlor epoxide	1,4-dichlorobenzene	Methyl chloride
Toxaphene	3,3-dichlorobenzidine	Methylene chloride
	Dimethyl phthalate	1,1,2,2-tetrachloroethane
Polychlorinated Biphenyls (µg/l)	Diethyl phthalate	Tetrachloroethylene
PCB-1242	Di-n-butyl phthalate	Toluene
PCB-1254	2,4-dinitrotoluene	1,2 trans-dichloroethylene
PCB-1221	2,6-dinitrotoluene	1,1,1-trichloroethane
PCB-1232	Di-n-octyl phthalate	1,1,2-trichloroethane
PCB-1248	Hexachlorobenzene	Trichloroethylene
PCB-1260	Hexachlorobutadiene	Vinyl chloride
PCB-1016	Hexachlorocyclopentadiene	· my i omorido
	Hexachloroethane	Miscellaneous
	Indeno (1,2,3-cd) pyrene	Total Cyanide (mg/l)***
	Naphthalene	Asbestos (cnt/l)
	Isophorone	2,3,7,8-TCDD (Dioxin) (μg/l)
	isophorone	2, 3,7,0-1 CDD (DΙΟΧΙΙΙ) (μg/1)

- * Testing not required for pollutants with a strike-through.
- ** Scientific name is hexachlorocyclohexane
- *** The total cyanide analysis must include preliminary treatment of the sample to avoid NO₂ interference. See Standard Methods for the Examination of Water and Wastewater, 22nd Edition, 4500-CN B. Preliminary Treatment of Samples

Appendix VI

PRIORITY POLLUTANTS LIST SUMMARY

Kansas Permit No.: M-MO25-IO01

Table I - Priority Pollutant Scan*

Acid Compounds (µg/l) Base/Neutral (µg/l) Metals (µg/l) 2-chlorophenol Acenaphthene Total Antimony 2,4-dichlorophenol Acenaphthylene Total Arsenic 2,4-dimethylphenol Anthracene Total Beryllium 2,4-dinitrophenol Benzidine **Total Cadmium** 2-nitrophenol Benzo(a) anthracene Total Chromium 4-nitrophenol Benzo(a)pyrene **Total Copper** Parachlorometa cresol Benzo(k)fluoranthene Total Lead Pentachlorophenol Benzo (ghi) perylene Total Mercury Benzo (b) fluoranthene Phenol Total Nickel 4.6-dinitro-o-cresol Bis(2-chloroethoxy)methane **Total Selenium** 2,4,6-trichlorophenol Bis(2-chloroethyl)ether Total Silver Bis(2-ethylhexyl)phthalate **Total Thallium** Volatiles (µg/l) Bis(2-chloroisopropyl) ether Total Zinc 1.2-diphenylhydrazine Acrolein Fluoranthene Acrylonitrile Pesticides (µg/l) Benzene Fluorene Aldrin **Bromoform** Alpha-BHC** Nitrobenzene Carbon Tetrachloride N-nitrosodimethylamine Beta-BHC** Chlorobenzene N-nitrosodi-n-propylamine Gamma-BHC** Chlorodibromomethane N-nitrosodiphenylamine Delta-BHC** Chloroethane Chlordane Phenanthrene 2-chloroethylvinyl ether 4,4-DDT Pvrene 1,2,4-trichlorobenzene Chloroform 4,4-DDD Dichlorobromomethane 4-bromophenyl phenyl ether 4,4-DDE Butyl benzyl phthalate 1.1-dichloroethane Dieldrin 1,2-dichloroethane Alpha-endosulfan 2-chloronaphthalene 1,1-dichloroethylene 4-chlorophenyl phenyl ether Beta-endosulfan 1,2-dichloropropane Chrysene Endosulfan sulfate 1,3-dichloropropylene **Endrin** Dibenzo(a,h) anthracene Ethylbenzene 1,2-dichlorobenzene Endrin aldehyde Methyl bromide 1,3-dichlorobenzene Heptachlor Methyl chloride 1,4-dichlorobenzene Heptachlor epoxide Methylene chloride 3,3-dichlorobenzidine Toxaphene 1,1,2,2-tetrachloroethane Dimethyl phthalate Tetrachloroethylene Polychlorinated Biphenyls (µg/l) Diethyl phthalate Toluene Di-n-butyl phthalate PCB-1242 1,2 trans-dichloroethylene 2,4-dinitrotoluene PCB-1254 1,1,1-trichloroethane 2.6-dinitrotoluene PCB-1221 1,1,2-trichloroethane Di-n-octyl phthalate PCB-1232 Hexachlorobenzene Trichloroethylene PCB-1248 Vinyl chloride Hexachlorobutadiene PCB-1260 Hexachlorocyclopentadiene PCB-1016 Hexachloroethane Miscellaneous Total Cyanide (mg/l)*** Indeno (1,2,3-cd) pyrene Naphthalene Asbestos (ent/l) 2.3.7.8 TCDD (Dioxin) (µg/l) Isophorone

- * Testing not required for pollutants with a strike-through.
- ** Scientific name is hexachlorocyclohexane
- *** The total cyanide analysis must include preliminary treatment of the sample to avoid NO₂ interference. See Standard Methods for the Examination of Water and Wastewater, 22nd Edition, 4500-CN B. Preliminary Treatment of Samples

Appendix VII

TABLE OF INDIVIDUAL TESTING PARAMETERS PRICING

INDIVIDUAL TEST PARAMETER	2026 - 2027	2028 - 2029	(2030 opt)
ANALYTE	EACH	EACH	EACH
Acetone	\$	\$	\$
Alkalinity (total)	\$	\$	\$
Aluminum (total recoverable)	\$	\$	\$
Ammonia - N	\$	\$	\$
Antimony (total recoverable)	\$	\$	\$
Arsenic (dissolved)	\$	\$	\$
Arsenic (total recoverable)	\$	\$	\$
Barium (dissolved)	\$	\$	\$
Barium (total recoverable)	\$	\$	\$
Beryllium (total recoverable)	\$	\$	\$
Biochemical Oxygen Demand (BOD ₅)	\$	\$	\$
BTEX	\$	\$	\$
BTU	\$	\$	\$
Cadmium (dissolved)	\$	\$	\$
Cadmium (total recoverable)	\$	\$	\$
Calcium (dissolved)	\$	\$	\$
Calcium (total recoverable)	\$	\$	\$
Carbonaceous Biochemical Oxygen Demand (CBOD)		\$	\$
CCFP	\$	\$	\$
Chemical Oxygen Demand (COD)	\$	\$	\$
Chloride	\$	\$	\$
Chlorine (total)	\$	\$	\$
Chromium (dissolved)	\$	\$	\$
Chromium (total recoverable)	\$	\$	\$
Cobalt (total recoverable)	\$	\$	\$
Copper (total recoverable)	\$	\$	\$
Cyanide (Reactive)	\$	\$	\$
Cyanide (total)	\$	\$	\$
Dissolved Oxygen	\$	\$	\$
E. Coli	<u>\$</u>	\$	\$
Electroconductivity	\$	\$	\$
Fluoride	\$	\$	\$
Formaldehyde	\$	\$	\$
Hardness (as CaCO ₃)	\$	\$	\$
Herbicides	\$	\$	\$
Hexavalent Cr	\$	\$	\$
Hydrogen sulfide	\$	\$	\$
Iron (total)	\$	\$	\$
Lead (dissolved)	\$	\$	\$
Lead (total recoverable)	\$	\$	\$
Manganese (total)	\$	\$	\$
	\$	\$	\$
Mercury (dissolved)		■ Ψ	Ψ
Mercury (dissolved) Mercury (total recoverable) Cold Vapor Method	\$	\$	\$

INDIVIDUAL TEST PARAMETER	2026 - 2027	2028 - 2029	(2030 opt)
ANALYTE	EACH	EACH	EACH
Molybdenum (total recoverable)	\$	\$	\$
Nickel (total recoverable)	\$	\$	\$
Nitrate as N (OR NO _x)	\$	\$	\$
Nitrate as N (OR NO_X)	\$	\$	\$
$NOx (NO_2 + NO_3)$	\$	\$	\$
OA2 - Gasoline / Diesel ranges	\$	\$	\$
Oil & Grease	\$	\$	\$
ortho - Phosphorus (total)	\$	\$	\$
Paint Filter Test	\$	\$	\$
PCB-1254, 1016, 1232, 1248, 1242, 1221, 1260	\$	\$	\$
Pesticides - organochlorine	\$	\$	\$
Pesticides - organophoshorus	\$	\$	\$
pH (liquid)	\$	\$	\$
pH (Solids)	\$	\$	\$
Phenolic compounds	\$	\$	\$
Phosphorus (total recoverable)	\$	\$	\$
Potassium (dissolved)	\$	\$	\$
Potassium (total recoverable)	\$	\$	\$
Salinity	\$	\$	\$
Selenium (dissolved)	\$	\$	\$
Selenium (total recoverable)	\$	\$	\$
Silver (dissolved)	\$	\$	\$
Silver (total recoverable)	\$	\$	\$
Sodium (dissolved)	\$	\$	\$
Sodium (total recoverable)			
Sulfate	\$	\$	\$
Sulfide	\$	\$	\$
Sulide (Reactive)	\$	\$	\$
Surfactants (MBAS)	\$	\$	\$
TCLP Metal Ag (total)	\$	\$	\$
TCLP Metal As (total)	\$	\$	\$
TCLP Metal Ba (total)	\$	\$	\$
TCLP Metal Cd (total)	\$	\$	\$
TCLP Metal Cr (total)	\$	\$	\$
TCLP Metal Hg (total)	\$	\$	\$
TCLP Metal Pb (total)	\$	\$	\$
TCLP Metal Se (total)	\$	\$	\$
Temperature	\$	\$	\$
Thallium (total recoverable)	\$	\$	\$
Tin (total recoverable)	\$	\$	\$
Total Dissolved Solids (TDS)	\$	\$	\$
Total Hardness (as CaCO3)	\$	\$	\$
Total Kjeldahl Nitrogen (TKN)	\$	\$	\$
Total Moisture (%)	\$	\$	\$

Summary of Laboratory Services RFQ - Individual Testing Parameters

INDIVIDUAL TEST PARAMETER	2026 - 2027	2028 - 2029	(2030 opt)
ANALYTE	EACH	EACH	EACH
Total Nitrogen (TN calculated)	\$	\$	\$
Total Petroleum Hydrocarbons (TPH)	\$	\$	\$
Total Solids (%)	\$	\$	\$
Total Suspended Solids (TSS)	\$	\$	\$
Total Toxic Organics (40 CFR 413.02(i))	\$	\$	\$
Toxicity, Ceriodaphnia (IC25)	\$	\$	\$
Toxicity, Ceriodaphnia (LC50)	\$	\$	\$
Toxicity, Pimephales (IC25)	\$	\$	\$
Toxicity, <i>Pimephales</i> (LC50)	\$	\$	\$
Turbidity	\$	\$	\$
Volatile Organics (See attached list)	\$	\$	\$
Zinc(total recoverable)	\$	\$	\$
Max % Increase			%
		1	I

NOTE 1

NOTE 2

Acute Toxicity testing requires specified dilutions of 0%, 41% and 100% effluent. In addition, of a minimum of 1 dilution between 0% and 41% and a minimum of one other dilution between 50% and 100% effluent Chronic Toxicity testing requires specified dilutions of 0%, 12.5%, 25%, 50%, 75% and 100% effluent

Appendix VIII

TABLE OF PACKAGE TESTING PRICES

Bid Sheet

Laboratory		
3 -		
Address		
_		
City, St Zip		
-		
Contact _		
Contact Phone		
Contact email		
		

Package prices

Package	Description	2026 & 2027	2028 & 2029	2030 (opt)
1.	Sludge Cake – KP & TP 20	\$	\$	\$
2.	Grit at KP	\$	\$	\$
3	Acute WET KP	\$	\$	\$
4.	Chronic WET TP 20	\$	\$	\$
5.	Chronic WET New Wolcott TP	\$	\$	\$
6.	Priority Pollutants	\$	\$	\$
7.	Table of Individual Testing	See attached table		
	Parameters			
	Max. % increase for individual			9/0
	tests			

Include price or "N / A" if no bid for each individual cell in the table