



CITY OF AZTEC
REQUEST FOR QUOTATION

RFQ # **2023-833 – Laboratory Testing Services**

AMENDED 06/29/23 TO ADD LINES 15-18 ON PAGES 3-4

THIS IS NOT AN ORDER

| | | | |
|-------------------------|---------------------------------------|---|--|
| DATE: | 06/15/22 06/26/23 Rev. 06/29/23 | <p>SUBMIT QUOTES TO:</p> <p>CITY OF AZTEC Attn: Kate Graham, Finance Dept 201 W. Chaco, Aztec, NM 87410</p> <p>EMAIL: kgraham@aztecnm.gov</p> <p>PHONE: (505) 334-7656 FAX: (505) 334-7649</p> <p>Quotes may be submitted via fax, email, or uploaded to VendorRegistry.com.</p> | <p>QUESTIONS MAY BE DIRECTED TO:</p> <p>Anthony Garcia 505-334-7614 agarcia@aztecnm.gov</p> |
| DUE DATE: | 06/27/2022 07/03/2023 | | |
| TIME: | 5:00 PM | | |
| Quotes Good to Date: | 07/27/2023 07/30/2024 | | |
| Expected to Award Date: | 06/29/2023 07/10/23 | | |

NAME OF COMPANY SUBMITTING QUOTE:

| PAYMENT TERMS | DELIVERY/ SERVICE ADDRESS |
|---|---|
| NET 30 DAYS AFTER RECEIPT OF INVOICE UNLESS DISCOUNT IS OFFERED. | 201 Navajo Dam Road (Hwy 173) Aztec NM 87410 |
| DISCOUNT OFFERED FOR EARLY PAYMENT: _____ % _____ DAYS | FOB DESTINATION – FREIGHT COSTS: |
| | Include all freight in quote. FOB Destination. |

NOTES TO BIDDERS: **AMENDED 06/29/23 TO INCLUDE LINES 15-18 ON PAGES 3 AND 4.**

Include freight/delivery charge if applicable.
Itemized quote required. May be submitted on this form or attached to this form.
This form must be submitted and signed on page 2.

Brand Name or Equivalent: Any manufacture name listed is for the purpose of describing the standard of quality, performance, and characteristics desired. Equivalents exhibiting the same standard of design, function, quality and performance will be considered. Include complete specifications if quoting an equal substitute.

City of Aztec is requesting quotes to perform laboratory analysis. Scope of Work includes: Bidder will pick up samples on weekly basis (Wednesdays) in Aztec NM, deliver samples to bidder’s testing facility, and provide results of tests via email. This is an annual bid for fiscal year 2024 (July 2023 thru June 2024). Quote should reflect firm fixed pricing for this 12 month service period. Below lists parameters and samples to be tested:

| Parameter | Estimated Number of Samples | | |
|---|-----------------------------|------------|-----------------|
| | Potable Water | Wastewater | WW Sludge Solid |
| Total Nitrogen (TN) | | 52 | |
| Benzidine | | 4 | |
| MethylMercury | | 4 | |
| Hexachlorobenzene | | 4 | |
| Total Phosphorus (TP) | | 52 | |
| Total Suspended Solids (TSS) | 52 | 104 | |
| Delta-BHC | 4 | | |
| Cyanide Total Recoverable | 4 | | |
| 5-day Biochemical Oxygen Demand (BOD5) | | 104 | |
| Total Dissolved Solids (TDS) | 4 | 24 | |
| 5 Haloacetic Acids (HAA5) | 8 | | |
| Whole Effluent Toxicity Testing | | 4 | |
| Total Organic Carbon(TOC) | 8 | | |
| Alkalinity | 4 | | |
| Pollutant Scan | | 1 | |
| Total Trihalomethanes (TTHM) | 8 | | |
| Sludge Waste Permit TCLP Testing * | | | 3 |
| * The sludge waste permit TCLP testing shall include: | | | |
| 1. Performing the leachate procedure. | | | |
| 2. Analyses of the following parameters: | | | |
| a) Free Liquid/Paint Filter | | | |
| b) Percent Solids | | | |
| c) Mercury, TCLP | | | |
| d) TCLP Metals (EPA method 6010B) including Arsenic, Cadmium, Chromium and Lead | | | |
| e) Pesticides TCLP (EPA method 8081) including Clordane, gamma-BHC (Lindane), and Toxaphene | | | |
| f) PCBs (EPA method 8082A) including Aroclors 1016, 1221, 1232, 1242,1248,1254 and 1260 | | | |
| g) Herbicides TCLP (EPA method 8151) including 2,4-D | | | |
| h) TCLP Compounds (EPA method 8260B) including Benzene and 2-Butonone | | | |

| ITEM # | DESCRIPTION | ESTIMATED QTY | UNIT | PRICE PER UNIT | TOTAL | STANDARD TIME FROM SAMPLE RECEIPT TO ANALYSIS REPORT |
|-----------|---|---------------|-------------|----------------|-------|--|
| 1 | Total Nitrogen (TN) | 52 | Each | | | |
| 2 | Benzidine | 2 | Each | | | |
| 3 | MethylMercury | 2 | Each | | | |
| 4 | Hexachlorabenzene | 2 | Each | | | |
| 5 | Total Phosphorus (TP) | 52 | Each | | | |
| 6 | Total Suspended Solids (TSS) | 156 | Each | | | |
| 7 | Delta-BHC | 4 | Each | | | |
| 8 | Cyanide Total Recoverable | 4 | Each | | | |
| 9 | 5-Day Biochemical Oxygen Demand (BOD5), Wastewater | 104 | Each | | | |
| 10 | Total Dissolved Solids (TDS) | 28 | Each | | | |
| 11 | 5 Haloacetic Acids (HAA5) | 8 | Each | | | |
| 12 | Total Trihalomethanes (TTHM) | 8 | Each | | | |
| 13 | Sludge Waste Permit TCLP Testing | 2 | Each | | | |
| 14 | Additional Cost for Sample Pick Up and Shipping (if any). | 52 | Each | | | |
| 15 | Whole Effluent Toxicity Testing | 4 | Each | | | |

| | | | | | | |
|----|----------------------------|---|------|--|--|--|
| 16 | Total Organic Carbon (TOC) | 8 | Each | | | |
| 17 | Alkalinity | 4 | Each | | | |
| 18 | Pollutant Scan | 1 | Each | | | |
| | Total | | | | | |

| | |
|--|--|
| DATE OF QUOTE | |
| SUBMITTED BY (Printed Name) | |
| SIGNATURE (Bidder must sign to validate offer.) | |
| COMPANY NAME | |
| ADDRESS | |
| TELEPHONE | |
| EMAIL ADDRESS | |
| FED TAX ID NUMBER | |
| NM CRS ID NUMBER | |

1. **1. CONTRACT DOCUMENTS:** The contract documents shall consist of the Bid/RFQ Documents, any Addenda issued prior to Due Date, the quote, the Purchase Order and any separate written agreement agreed to by the parties. This RFQ is subject to the Purchase Order Terms and Conditions and RFQ Requirements and Specifications.

Contract documents and the maintenance sites to obtain first-hand knowledge of existing conditions. Bidders will not be given extra payment for conditions, which can be determined by examining the site and contract documents. It is mutually agreed that the Bidder has made the examinations, investigations and test required herein and has made provisions as to the cost in his bid/quote.
2. **INTERPRETATION OF CONTRACT DOCUMENTS:** If a potential Bidder is uncertain as to the meaning of any part of the specifications or this RFQ, the bidder is expected to contact the Purchasing Agent no less than four (4) days prior to Due Date.
3. **EXAMINATION:** Bidders shall carefully examine the
4. **DELIVERY:** Quote shall be FOB Destination and must indicate normal lead time and/or best delivery date on the items listed. Shipping costs shall be included in quote. New Mexico laws prohibit acceptance of ownership of goods in transit.
5. **DELIVERY/ WORK COMPLETION DATE:** Time of proposed

delivery of completion of work must be stated in definite terms. The City reserves the right to cancel all items not shipped or work not completed within the period agreed to by the vendor. In case of default of the successful bidder, the City may procure the items from other sources and hold the bidder responsible for any excess cost occasioned thereby.

6. PREPARATION OF BIDS: Bidders are not required to provide quotes for every item listed. The City may award separate items to separate bidders or all to one bidder, depending upon availability and/or pricing of each item.
7. SUBMITTALS: This RFQ and any required documents must be received by the Department indicated on the RFQ by the date and time indicated. Bids/Quotes may be submitted via email, fax, USPS (or VendorRegistry.com if published there).
8. AWARD: The City reserves the right to award to multiple vendors as determined to be in the City's best interest. Award will be made to the most responsive, responsible and qualified vendor with the bid most closely conforming to the solicitation, whose selection will be most advantageous to the City. In determining responsiveness, responsibility and qualifications, the following will be considered by the City: A.) The bid which offers all specifications requested and has the least overall cost to the City of Aztec. B.) Bidder's experience and references. Upon request, the bidder shall supply the City with references, a general history, description, and status of their company and/ or qualifications.
9. NOTICE OF AWARD: Award notification will be sent to the vendor receiving the award via mail and/or email. Award status can be obtained by contacting the City Purchasing Office at (505) 334-7656.
10. MATERIALS: All supplies, materials, and components quoted shall be new unless indicated otherwise. Any quotes submitted for used or reconditioned supplies or components will be considered non-responsive. All goods shall be delivered completely serviced and ready for use.
11. CORRECTION OF WORK AFTER FINAL PAYMENT: Final payment shall not relieve the vendor of responsibility for faulty materials or workmanship and the vendor shall promptly remedy any defects due thereto.
12. PERFORMANCE OF CONTRACT: The vendor shall comply with all laws, ordinances, rules regulations and specifications that have a bearing on this contract.
13. OPERATIONAL INSTRUCTION: The bidder shall supply with their bid the latest printed specifications and advertising literature on the unit (s) they propose to furnish.

14. ALTERNATE/ EQUIVALENT BIDS: Unless otherwise stated, any manufacture or brand names listed for the purpose of describing the standard of quality, performance, and characteristics desired. Equivalents exhibiting the same standard of design, function, quality and performance will be considered. Include complete specifications if quoting a substitute.

Bidders submitting alternate items, of equal specifications, may be requested to demonstrate suitability or provide product samples of the item they intend to supply for testing. The City Purchasing Agent shall be the sole judge to determine whether the alternate item is actually equal to the item identified in the specifications and the Purchasing Agent's decision will be final and binding.

The City recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the City. Alternates will be compared to the lowest responsive, responsible bid as specified.

15. QUOTE EXPIRATION: Unless otherwise indicated, quotes must be valid for a minimum of 30 days.
16. CONTAINER DEPOSITS: The City shall not be charged for container deposits. Seller shall be required to remove empty containers.
17. NON-TAXABLE TRANSACTIONS: Tangible personal property items (parts, supplies) are non-taxable to the City. A non-taxable certificate, if not previously issued, will be issued to successful bidders upon request.
18. TAXABLE TRANSACTIONS (such as labor): Pursuant to Section 13-1-108 NMSA 1978, the total amount of the bid shall exclude the applicable state gross receipts tax or applicable local option tax. The City will pay for any taxes due on the Contract and will pay any increase in applicable tax which become effective after the date the Contract is entered into.

Taxes shall be shown as a separate amount in each billing or request for payment made under contract and shall separately identify each tax being billed.
19. CORRESPONDENCES: The RFQ Number shall appear on all quotations and related correspondence.
20. DELIVERY/ COMPLETION DATE: Time of proposed delivery of completion of work must be stated in definite terms. Time is of the essence in the placing of this order and the City of Aztec reserves the right to cancel all items not shipped or work not completed within the period agreed to by the vendor. In case of default of the successful bidder, City of Aztec may procure the items from other sources and hold the bidder responsible for

any excess cost occasioned thereby.

21. **WARRANTIES:** The Bidder shall warrant and guarantee all workmanship performed by the Bidder and materials supplied by the Bidder for a minimum period of one (1) year from purchase date, unless otherwise specified in the specifications.
22. **DEFAULT:** In event of default by the contractor, the City reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby.
23. **FIRM PRICING:** Bid price shall remain firm for the entire contract period. The City reserves the right to accept any bid, in whole or in part, and to reject any or all bids if it is deemed in the best interest of the City to do so. The City reserves the right to waive any formality or informality in the process of awarding this bid.
24. **CANCELLATION:** The City may cancel the contract with the vendor at any time for vendor poor performance or vendor breach of contract. Cancellation shall not release the vendor from legal remedies available to the City.
25. **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing.
26. **PROTESTS:** Any protest concerning the award of a contract shall be decided by the Procurement Specialist. Protests shall be made in writing to the Purchasing Office and shall be filed within three (3) business days of final approval and acceptance of the bid by the City Commission. A protest is considered filed when received by the Purchasing Office. The written protest shall include the name and address of the protestor, the ITB number, a statement of the specific reasons for the protest and supporting exhibits. The Purchasing Specialist will respond to the written protest within seven (7) days. The Purchasing Specialist's decision relative to the protest shall be final.

Upon receipt of a protest the City may, but is not required to, delay its order under the awarded contract.

27. **ERRORS & OMISSIONS:** The City is not responsible for errors and omissions occurring in the transmission or download of any documents or specifications. In the event of any discrepancy between website information and the hard copy documents, the terms of the hard copy will control.
28. **RESERVATION OF RIGHTS:** The City reserves the right to reject any or all bids failing to meet the City's specifications or requirements and to waive technicalities. If in the City's opinion, the lowest

bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the City. In determining the lowest responsible bidder, the City shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the City and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the RFQ will result in the disqualification of the bid from further consideration.

The City further reserves the right to reject all bids/quotes and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFQ.

Submission of a bid/quote confers no rights on the Bidder/ Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and shall be made in the best interest of the City.

29. **TERMINATION, CANCELLATION AND DAMAGES:** This contract may be terminated upon mutual agreement of both parties.

If the City terminates this Contract because of the supplier/contractor's breach, the City shall have the right to purchase items or services elsewhere and to charge the supplier/contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The City may offset these additional costs against any sums otherwise due to the supplier/contractor under this bid or any unrelated contract.

30. **TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this contract shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the City must be notified and approve same in writing.
31. **VENUE:** By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in City of Aztec, New Mexico and that New Mexico law will control.
32. **COOPERATIVE USE AGREEMENT:** Use of Contract

by Other Agencies: Pursuant to Section 13-1-129, NMSA 1978, Bidders /Contractors /Offerors are hereby notified that any central purchasing office allowed by law and as otherwise allowed by their respective governing rules and regulations, may contract for the goods and/or services included in this procurement document with the awarded Bidder /Contractor /Offeror. Contractual engagements accomplished under this provision shall be solely between the Bidder /Contractor /Offeror and the contracting entity with no obligation by the City of Aztec.

33. BRIBERY: By law (Section 13-1-191, NMSA, 1978) the City is required to inform Vendors of the following: (1) it is a third-degree felony under NM law to commit the offense of bribery of a public officer or public employee (Section 30-24-1); (2) it is a third- degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2); (3) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1); (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2).
19. CONFLICT OF INTEREST: Bidder warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in

any manner or degree with the performance of service under this contract. Bidder must notify the City's Chief Procurement Officer if any employee(s) of the requesting department or the Purchasing Office have a financial interest in the Bidder. If yes, the Bidder must specify the employee(s) name in their proposal.

20. DEBARMENT, SUSPENSION, AND INELIGIBILITY: By submitting a response (RFQ/Bid/Offer) to this solicitation, the business (Bidder /Offeror /Contractor) represents and warrants that it is not debarred, suspended, or placed in ineligibility under the provisions of Federal Executive Order 12549.
34. RENEWAL & EXTENSION: This contract will not be subject to renewal or extension.
35. SUBCONTRACTORS: No Subcontractors will be allowed.
36. WITHDRAWAL OF BIDS: Any bid/quote may be withdrawn prior to the Due Date or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered.
37. NEW VENDORS: New vendors are required to complete a Vendor Packet prior to issuance of the purchase order.



CITY OF AZTEC
RFQ # **2023-833 – Laboratory Testing Services**
AMENDED 06/26/23

AMENDMENT 1

This amendment includes:

- * Extending the due date to July 3, 2023 at 10:00 am.
- * Answers to Questions Submitted.
- * Attachments 3a and 3b.

Questions:

1.) Can I send a standard quote from my system, that will have all line items requested, or must I complete the RFQ from and send to you?

A: Itemized quotes are required. Quotes may be submitted on the RFQ form or attached separately. However, the RFQ form must be submitted and signed on page 4.

2.) There are several parameters that are missing from the Line Item Pricing Area: If I am to provide pricing for these on the form, please revise the form to include these line items. If that's not possible, I can include on my system quote.

A: You may submit a quote in a different format as long as you sign and date the original RFQ form, acknowledging the parameters, terms and conditions that may apply.

3.) Please define the tests required under:

- 3a) Whole Effluent Toxicity Testing
- 3b) Pollutant Scan

It's impossible to price these without knowing your method requirements.

A: 3a) Attached
3b) Attached

4.) For the TCLP tests, you have all the commonly requested analyses (VOCs, Metals, Pesticides, and Herbicides) except for SVOCs (8270). Should this also be included for the Sludge Waste Permit testing?

A: SVOC are not required.

5) You mention that samples must be picked up every Wednesday by the lab. We do not have a presence near Aztec, NM. If we include the charge for shipping coolers to us, can the weekly pick up requirement be waived?

A: No. This requirement cannot be waived. Samples must be picked up weekly on Wednesday.

6) Can you please extend the due date for this RFQ? I can probably have it done by 6/27, but if you're revising the RFQ to include the missing line items and to clarify the missing methods, it would be beneficial to have at least a few more days to collect this information from potential subcontracted labs in order to provide an accurate quote.

A: Extend to 07/03/23.



CITY OF AZTEC
RFQ # **2023-833 – Laboratory Testing Services**
AMENDED 06/29/23

AMENDMENT 2

This amendment includes:

- Extending the due date to July 3, 2023 at 5:00 pm.
- Answers to Questions Submitted.

Questions:

1.) On page 2 of the RFQ there is listed “Estimated Number of Samples”. The items below are listed on the “Estimated Number of Samples”, but not include on the bid sheet on page 3 of the RFQ. Should we provide prices on our bid for the items below?

- Whole Effluent Toxicity – 4 samples
- Pollutant Scan – 1 sample
- Alkalinity – 4 samples
- TOC – 8 samples

ANSWER:

YES, please provide prices on the bid for the items listed. Line 15-18 added on pages 3 and 4 to include these as needed on the City of Aztec Request for Quotation.

E. WHOLE EFFLUENT TOXICITY TESTING (48-HR ACUTE NOEC FRESHWATER)

It is unlawful and a violation of this permit for a permittee or his designated agent, to manipulate test samples in any manner, to delay sample shipment, or to terminate or to cause to terminate a toxicity test. Once initiated, all toxicity tests must be completed unless specific authority has been granted by EPA Region 6 or the State NPDES permitting authority.

1. SCOPE AND METHODOLOGY

- a. The permittee shall test the effluent for toxicity in accordance with the provisions in this section.

| | |
|--------------------------------------|------------------------------|
| APPLICABLE TO FINAL OUTFALL(S): | 001 |
| REPORTED ON DMR AS FINAL OUTFALL: | 001 |
| EFFLUENT DILUTION SERIES (%): | 11, 14, 19, 25 and 33 |
| CRITICAL DILUTION (%): | 25 |
| COMPOSITE SAMPLE TYPE: | Defined at PART I |
| TEST SPECIES/METHODS: | 40 CFR Part 136 |

Daphnia pulex acute static renewal 48-hour definitive toxicity test using EPA 821-R-02-012, or the latest update thereof. A minimum of five (5) replicates with eight (8) organisms per replicate must be used in the control and in each effluent dilution of this test.

Pimephales promelas (Fathead minnow) acute static renewal 48-hour definitive toxicity test using EPA 821-R-02-012, or the latest update thereof. A minimum of five (5) replicates with eight (8) organisms per replicate must be used in the control and in each effluent dilution of this test.

- b. The NOEC (No Observed Lethal Effect Concentration) is herein defined as the greatest effluent dilution at and below which lethality or sublethality that is statistically different from the control (0% effluent) at the 95% confidence level does not occur. Chronic lethal test failure is defined as a demonstration of a statistically significant lethal effect at test completion to a test species at or below the critical dilution. Chronic sub-lethal test failure is defined as a demonstration of a statistically significant sub-lethal effect (i.e., growth or reproduction) at test completion to a test species at or below the critical dilution.
- c. This permit may be reopened to require whole effluent toxicity limits, chemical specific effluent limits, additional testing, and/or other appropriate actions to address toxicity.

2. REQUIRED TOXICITY TESTING CONDITIONS

- a. Test Acceptance

Attachment 3: Minimum Quantification Levels (MQLs)

The following Minimum Quantification Levels (MQL's) are to be used for reporting pollutant data for NPDES permit applications and/or compliance reporting.

| POLLUTANTS | MQL µg/l | POLLUTANTS | MQL µg/l |
|--|-----------------|--------------------------------|-------------|
| METALS, RADIOACTIVITY, CYANIDE and CHLORINE | | | |
| Aluminum | 2.5 | Molybdenum | 10 |
| Antimony | 60 | Nickel | 0.5 |
| Arsenic | 0.5 | Selenium | 5 |
| Barium | 100 | Silver | 0.5 |
| Beryllium | 0.5 | Thallium | 0.5 |
| Boron | 100 | Uranium | 0.1 |
| Cadmium | 1 | Vanadium | 50 |
| Chromium | 10 | Zinc | 20 |
| Cobalt | 50 | Cyanide | 10 |
| Copper | 0.5 | Cyanide, weak acid dissociable | 10 |
| Lead | 0.5 | Total Residual Chlorine | 33 |
| Mercury *1 | 0.0005 0.005 | | |
| DIOXIN | | | |
| 2,3,7,8-TCDD | 0.00001 | | |
| VOLATILE COMPOUNDS | | | |
| Acrolein | 50 | 1,3-Dichloropropylene | 10 |
| Acrylonitrile | 20 | Ethylbenzene | 10 |
| Benzene | 10 | Methyl Bromide | 50 |
| Bromoform | 10 | Methylene Chloride | 20 |
| Carbon Tetrachloride | 2 | 1,1,2,2-Tetrachloroethane | 10 |
| Chlorobenzene | 10 | Tetrachloroethylene | 10 |
| Clorodibromomethane | 10 | Toluene | 10 |
| Chloroform | 50 | 1,2-trans-Dichloroethylene | 10 |
| Dichlorobromomethane | 10 | 1,1,2-Trichloroethane | 10 |
| 1,2-Dichloroethane | 10 | Trichloroethylene | 10 |
| 1,1-Dichloroethylene | 10 | Vinyl Chloride | 10 |
| 1,2-Dichloropropane | 10 | | |
| ACID COMPOUNDS | | | |
| 2-Chlorophenol | 10 | 2,4-Dinitrophenol | 50 |
| 2,4-Dichlorophenol | 10 | Pentachlorophenol | 5 |
| 2,4-Dimethylphenol | 10 | Phenol | 10 |
| 4,6-Dinitro-o-Cresol | 50 | 2,4,6-Trichlorophenol | 10 |

| POLLUTANTS | MQL µg/l | POLLUTANTS | MQL µg/l |
|-----------------------------|-------------|---------------------------|-------------|
| BASE/NEUTRAL | | | |
| Acenaphthene | 10 | Dimethyl Phthalate | 10 |
| Anthracene | 10 | Di-n-Butyl Phthalate | 10 |
| Benzidine | 50 | 2,4-Dinitrotoluene | 10 |
| Benzo(a)anthracene | 5 | 1,2-Diphenylhydrazine | 20 |
| Benzo(a)pyrene | 5 | Fluoranthene | 10 |
| 3,4-Benzofluoranthene | 10 | Fluorene | 10 |
| Benzo(k)fluoranthene | 5 | Hexachlorobenzene | 5 |
| Bis(2-chloroethyl)Ether | 10 | Hexachlorobutadiene | 10 |
| Bis(2-chloroisopropyl)Ether | 10 | Hexachlorocyclopentadiene | 10 |
| Bis(2-ethylhexyl)Phthalate | 10 | Hexachloroethane | 20 |
| Butyl Benzyl Phthalate | 10 | Indeno(1,2,3-cd)Pyrene | 5 |
| 2-Chloronaphthalene | 10 | Isophorone | 10 |
| Chrysene | 5 | Nitrobenzene | 10 |
| Dibenzo(a,h)anthracene | 5 | n-Nitrosodimethylamine | 50 |
| 1,2-Dichlorobenzene | 10 | n-Nitrosodi-n-Propylamine | 20 |
| 1,3-Dichlorobenzene | 10 | n-Nitrosodiphenylamine | 20 |
| 1,4-Dichlorobenzene | 10 | Pyrene | 10 |
| 3,3'-Dichlorobenzidine | 5 | 1,2,4-Trichlorobenzene | 10 |
| Diethyl Phthalate | 10 | | |
| PESTICIDES AND PCBS | | | |
| Aldrin | 0.01 | Beta-Endosulfan | 0.02 |
| Alpha-BHC | 0.05 | Endosulfan sulfate | 0.02 |
| Beta-BHC | 0.05 | Endrin | 0.02 |
| Gamma-BHC | 0.05 | Endrin Aldehyde | 0.1 |
| Chlordane | 0.2 | Heptachlor | 0.01 |
| 4,4'-DDT and derivatives | 0.02 | Heptachlor Epoxide | 0.01 |
| Dieldrin | 0.02 | PCBs | 0.2 |
| Alpha-Endosulfan | 0.01 | Toxaphene | 0.3 |

(MQL's Revised November 1, 2007)

Footnotes:

*1 Default MQL for Mercury is 0.005 unless Part I of your permit requires the more sensitive Method 1631 (Oxidation / Purge and Trap / Cold vapor Atomic Fluorescence Spectrometry), then the MQL shall be 0.0005.

Attachment 4: Sample and Test Requirements for Human Health Pollutants for Dischargers in New Mexico

The human health strategy is designed to be a one-time analysis to demonstrate that the facility, under current operations and flow, does not have the reasonable potential to exceed human health criteria through screening of a minimum of one sample. At re-application, the applicant may provide a signed certificate that certifies that no changes in process, chemicals used or a change in the nature of the discharge has occurred since the last human health test was conducted and that the previous testing was at the same MQL as shown on Attachment 4. The certification must be signed by the appropriate signatory as described in 40 CFR Part 122.22, contained in Part III of the permit (Standard Conditions).

New Mexico has more stringent testing requirements than required by EPA permit application forms. In addition to the appropriate EPA forms pollutant test data required above, New Mexico has additional human health pollutant testing. The following pollutant test data are required, analyzed to the MQL's as shown in Attachment 4 below, as follows:

1) **For sanitary waste treatment plants which have a design flow less than 1 MGD (million gallons per day):** Discharges are deemed to be no reasonable potential to cause or contribute to a violation of human health criteria. Therefore, no additional data are required.

2) **All industrial discharges, and municipal discharges greater than or equal to 1 MGD** MUST test according to the following:

a) **For discharges to an ephemeral or intermittent stream which will not enter into a perennial stream or a permanent water pool,** except in direct response to precipitation or runoff, the following persistent pollutants MUST be analyzed and reported in the application:

Antimony, dissolved (D), arsenic, (D), nickel, (D), selenium, (D), thallium, (D), zinc, (D), aldrin, benzo(a)pyrene, chlordane, 4,4'-DDT and derivatives, Dieldrin, 2,3,7,8-TCDD dioxin, hexachlorobenzene, PCBs, and tetrachloroethylene

b) **For all other discharges,** all pollutants listed below MUST be analyzed and reported in the application:

Antimony, (D), Arsenic, (D), Nickel, (D), Selenium, (D), Thallium, (D), Zinc, (D), Cyanide, weak acid (D), 2,3,7,8-TCDD dioxin, Acrolein, Acrylonitrile, Benzene, Bromoform, Carbon Tetrachloride, Chlorobenzene, Chlorodibromomethane, Chloroform, Dichlorobromomethane, 1,2 Dichloroethane, 1,1 Dichloroethylene, 1,2 Dichloropropane, 1,3 Dichloropropane, Ethylbenzene, Methyl Bromide, Methylene Chloride, 1,1,2,2 Tetrachloroethane, Tetrachloroethylene, Toluene, 1,2 trans Dichloroethylene, 1,1,2 Trichloroethane, Trichloroethylene, Vinyl Chloride, 2-Chlorophenol, 2,4-Dichlorophenol, 2,4-Dimethylphenol, 2-Methyl-4,6-Dinitrophenol, 2,4-Dinitrophenol, Pentachlorophenol, Phenol, 2,4,6-Trichlorophenol, Acenaphthene, Anthracene, Benzenidine, Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Bis(2-chloroethyl)Ether, Bis(2-chloroisopropyl)Ether, Bis(2-ethylhexyl)Phthalate, Butyl Benzyl Phthalate, 2-Chloronaphthalene, Chrysene, Dibenz(a,h)anthracene, 1,2-Dichlorobenzene, 1,3-Dichlorobenzene, 1,4-

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Dichlorobenzene, 3,3'-Dichlorobenzidine, Diethyl Phthalate, Dimethyl Phthalate, Dibutyl Phthalate, 2,4-Dinitrotoluene, 1,2-Diphenylhydrazine, Fluoranthene, Fluorene, Hexachlorobenzene, Hexachlorobutadiene, Hexachlorocyclopentadiene, Hexachloroethane, Indeno(1,2,3-cd)Pyrene, Isophoron, Nitrobenzene, n-Nitrosodimethylamine, n-Nitrosodi-n-Propylamine, n-Nitrosodiphenylamine, Pyrene, 1,2,4-Trichlorobenzene, Aldrin, Alpha-BHC, Beta-BHC, Gamma-BHC, Chlordane, 4,4'-DDT and derivatives, Dieldrin, Alpha-Endosulfan, Beta-Endosulfan, Endosulfan sulfate, Endrin, Endrin Aldehyde, Heptachlor, Heptachlor Epoxide, PCBs, and Toxaphene.