



	Approved	Denied
Date Action Taken:	6/11/07	
Other:		
Verified by:	K. Miller	

**WASILLA CITY COUNCIL ACTION MEMORANDUM**

**AM No. 07-27**

**TITLE: AWARD OF A 3-YEAR CONTRACT TO MAT-SU TEST LAB. LLC FOR WATER AND WASTEWATER LABORATORY TESTING SERVICES IN THE AMOUNT OF \$30,000 PER YEAR.**

Agenda of: June 11, 2007

Originator: William A. Miller, Purchasing Officer

*W. Miller*

Date: May 29, 2007

Route to:	Department	Signature/Date
	Police Chief Youth Court, Dispatch, Code Compliance	
	Culture and Recreation Services Director Library, Museum, Sports Complex	
X	Public Works & Recreation Facility Maintenance Director	<i>[Signature]</i> 6-8-07
X	Finance, Risk Management & MIS Director Purchasing	<i>[Signature]</i> Susan E. Colgan
X	Deputy Administrator Planning, Economic Development, Human Resources	<i>[Signature]</i> S. Hardy 5-30-07
X	City Clerk	<i>[Signature]</i> K. Miller

**REVIEWED BY MAYOR DIANNE M. KELLER:**

*[Signature]* Dianne M. Keller

**FISCAL IMPACT:**  yes \$30,000 per year or  no Funds Available  yes  no  
 Account name/ \$ 5,000 to 310-4351-435.30-34 Professional Services - Other  
 number: \$25,000 to 320-4361-436.30-34 Professional Services - Other  
 Attachments: Invitation to Bid No. 0654-0-2007/MM

**SUMMARY STATEMENT:** In accordance with WMC 5.08.110, on April 12, 2007, the City of Wasilla issued Invitation to Bid (ITB) 0654-0-2007/MM for State of Alaska Department of Environmental Conservation mandated laboratory testing of city water and wastewater. Water and wastewater testing has been conducted for many years by the City per DEC requirements, but due to growth the total expenditure per year will be \$30,000 for the first time. Thus, in accordance with WMC 5.08.070, Administration is seeking Council approval of this contract that is expected to be \$30,000 per year in FY 2008, 2009, and 2010.

In response to the ITB, a bid was received from Mat-Su Test Lab, LLC (APCM). Mat-Su Test Lab is the City's current laboratory analysis firm and has been performing these services for the last six years. Mat-Su Test Lab's bid maintains the current rate

structure that the City has paid for the last two years which represents a significant savings for the taxpayer over the next three years. The amount of testing has increased due to the increase in the number of water wells and sewage effluent; however the rate structure has allowed the City to have the testing conducted at the lowest cost available in the state.

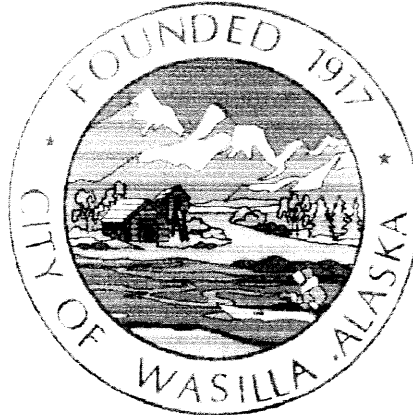
**ACTION:** Council is requested to authorize the award of a contract for water and wastewater laboratory analysis services to Mat-Su Test Lab, LLC. The City may terminate this Contract, and Mat-Su Test Lab, LLC waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding from City, State, and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

# CITY OF WASILLA

• Purchasing •

290 East Herning Avenue • Wasilla • Alaska • 99654-7091

• Telephone 907-373-9047 • Fax 907-373-9011 •



## INVITATION TO BID

**No. 0654-0-2007/WM**

**Water & Waste Water Laboratory Services**

## RELEASE DATE

**April 12, 2007**

## SUBMISSION DEADLINE & BID OPENING TIME

**May 17, 2007 @ 5:00 p.m.**

A company or individual that submits a bid MUST be on the official City of Wasilla planholders list which is maintained at:  
[http://www.danmiller.com/supplier/bids/frency/inv/bid\\_list.asp?C\\_S=ALASKA&M=712650](http://www.danmiller.com/supplier/bids/frency/inv/bid_list.asp?C_S=ALASKA&M=712650)

Failure to be on the list will be cause for their bid to be deemed non-responsive.

In addition, any copies of this bid, attachments or addendums obtained from any source other than [www.cityofwasilla.com/purchasing](http://www.cityofwasilla.com/purchasing) or the City of Wasilla Purchasing Officer are not valid.

For additional information, please contact:  
William Miller, Purchasing Officer  
(907) 373-9047

**BID SUBMITTAL INFORMATION**

Bid Specifications & Signature Page located on pages 13 – 17

This ITB contains a total of seventeen (17) pages.

**Bids sent by mail or overnight delivery must be returned in a sealed envelope with the bid number and opening date clearly marked in the lower left corner on the front side of the envelope.** Bids mailed by the US Postal Service, UPS, Federal Express, DHL, etc. must be addressed to: *CITY OF WASILLA, Purchasing Officer, 290 E. HERNING AVENUE, WASILLA, AK 99654.* The City of Wasilla will not be held responsible for bid envelopes mishandled as a result of the envelope not being properly prepared. Faxed bids will not be accepted.

**This entire document and any amendments if applicable to this bid must be returned as part of the contractor's bid submission. Contractors must return one (1) signed copy of their entire bid document submission to the Purchasing Officer prior to the close of this solicitation. Failure to comply with this requirement will be grounds for non-acceptance of the bid.**

**BID PRICES WILL BE DISCLOSED AS REQUIRED BY WASILLA MUNICIPAL CODE. WHILE PRICE IS AN IMPORTANT CRITERIA CONSIDERATION IN THE BID AWARD PROCESS IT IS NOT THE ONLY CRITERIA. A BID AWARD IS MADE TO THE LOWEST RESPONSIBLE BIDDER OR BIDDERS BASED UPON AN EVALUATION OF ALL BIDS SUBMITTED AND THEIR CONFORMANCE WITH SPECIFICATIONS, TERMS AND CONDITIONS STATED IN THE BID. THE PURCHASING OFFICER MAY REJECT ANY OR ALL BIDS OR MAY ACCEPT THE BID DETERMINED BEST FOR THE INTEREST OF THE CITY.**

**1. ACRONYMS/DEFINITIONS:**

For the purposes of this Invitation to Bid, the following acronyms/definitions will be used:

- |   |  |
|---|--|
| <b>Bidder</b>                               | Company/vendor/individual submitting a bid in response to this Invitation to Bid.  |
| <b>City</b>                                 | The City of Wasilla and any City department identified herein.   |
| <b>Goods</b>                                | Within the definition of WMC 5.08.010 and 5.08.110; identified in this Invitation to Bid.  |
| <b>Lowest Responsible Bidder/Contractor</b> | The organization/individual that is awarded a contract or order for the goods identified in this Invitation to Bid.  |
| <b>May</b>                                  | Indicates something that is not mandatory but permissible.   |
| <b>Responsible</b>                          | A bid and bidder will be determined responsible if s/he meets the following criteria:<br>The skill/experience demonstrated by bidder in performing contracts of a similar nature.<br>The bidder's record for honest and integrity.<br>The bidder's capacity to perform in terms of facilities, personnel and financing.<br>The bidder's past performance under city contracts. |

<b>Responsive</b>	A bid and bidder that conforms in all material respects to the solicitation.
<b>Shall/Must</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a bid as non-responsive.
<b>WMC</b>	Wasilla Municipal Code

2. **BID SOLICITATION, EVALUATION AND AWARD PROCESS:**

1. This procurement is being conducted in accordance with WMC 5.08.110.
2. For purposes of addressing questions concerning this Invitation to Bid, the sole contact will be the Purchasing Officer. Upon issuance of this Invitation to Bid, employees and representatives of the agencies identified herein will not answer questions or otherwise discuss the contents of this Invitation to Bid with any prospective bidders or their representatives. Failure to observe this restriction may result in disqualification of any bid. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
3. Pursuant to WMC 5.08.110, responsible bids must conform to all standards and specifications in the Invitation to Bid.
4. Pursuant to WMC 5.08.110, the Purchasing Division may enter into a contract using a standard form of contract, by advertising in accordance with the provisions of WMC 5.08.110(B) for the furnishing of goods and services for not more than 5 years. The original terms of a contract may be extended annually thereafter if the conditions for extension are specified in the original solicitation, and the Purchasing Officer determines that an extension is in the best interest of the city.
5. In accordance with WMC 5.08.190, the city has a local contractor preference. WMC 5.08.190 states:
  - A. The city may specify in an invitation for bids or request for proposals that it will reduce the bid or proposal price of a local contractor by two and one-half (2-1/2) percent for purposes of bid or proposal evaluation.
  - B. If the city has specified that an invitation for bids or request for proposals is subject to the local contractor preference authorized by subsection A of this section, the city will reduce the price bid or proposed by each local contractor by two and one-half (2-1/2) percent before evaluating bid or proposal prices for purposes of contract award. The reduction authorized by this subsection is applied only for bid or proposal evaluation, and is not applied to the awarded contract price.
  - C. A local contractor is a person who:
    1. Holds current State of Alaska, City of Wasilla and Matanuska-Susitna Borough business licenses;
    2. Submits a bid or proposal under the name which appears on its current State of Alaska, City of Wasilla and Matanuska-Susitna Borough business licenses; and

3. Has maintained a place of business within the Wasilla City limits staffed by the contractor or an employee of the contractor for a period of at least six months immediately preceding the date of submission of the bid or proposal.
6. Pursuant to WMC 5.08.110 and 5.08.130, all goods with an the estimated cost in excess of \$10,000 must be purchased by formal contract from the lowest responsible bidder after due notice inviting the submission of sealed bids to the Purchasing Division at the date, hour and location set forth in the bid, and at that date, hour and location the bids must be publicly opened.
7. Pursuant to WMC 5.08.110 and 5.08.170, the Purchasing Officer, Mayor and/or City Council may reject any or all bids, or may accept the bid determined best for the interest of the City.
8. In awarding contracts for the purchase of goods and services, whenever two or more lowest bids are identical, the Purchasing Officer shall:
  - (a) If the lowest bids are by bidders resident in the City of Wasilla, accept the bid that is in the best interests of the City.
  - (b) If the lowest bids are by bidders resident outside the City:
    - (1) Accept the bid for goods or commodities produced or manufactured in the State; or
    - (2) Accept the bid for goods or commodities supplied by a dealer resident in the State.
9. All bids on more than one item on which bids are called for by the same notice must be itemized and give a price for each item.
10. Pursuant to WMC 5.08.110 all bids must:
  - (a) Be in writing and signed.
  - (b) Be sealed or, if the bid is submitted electronically, secured by an electronic equivalent of a seal, as approved by the Purchasing Officer.
  - (c) Be opened and read publicly by the Purchasing Officer as they are opened.
11. Pursuant to WMC 5.08.160 every contract or order for goods and services must be awarded to the lowest responsible bidder. To determine the lowest responsible bidder, the Purchasing Officer shall consider, if applicable, the imposition of inverse preference described in WMC 5.08.190 and may consider:
  - (1) The location of the using agency to be supplied.
  - (2) The qualities of the goods or services to be supplied.
  - (3) The total cost of ownership of the goods to be supplied.
  - (4) Except as otherwise provided in paragraph (5), the conformity of the goods or services to be supplied with the specifications.
  - (5) If the goods or services are an alternative to the specifications listed in the original invitation for bids, whether the advertisement for bids included a statement that bids for an alternative article will be considered if:
    - (I) The specifications of the alternative goods or services meet or exceed the specifications of the article listed in the original invitation for bids;
    - (II) The purchase of the alternative goods or services results in a lower price; and
    - (III) The Purchasing Officer deems the purchase of the alternative goods or services to be in the best interest of the City of Wasilla.

- (6) The purposes for which the goods or services to be supplied are required.
  - (7) The dates of delivery of the goods or services to be supplied.
12. When determining the purchase of goods, the Purchasing Officer will consider the "total cost of ownership" which includes, but is not limited to:
    - (a) The history of maintenance or repair of the goods;
    - (b) The cost of routine maintenance and repair of the goods;
    - (c) Any warranties provided in connection with the goods;
    - (d) The cost of replacement parts for the goods; and
    - (e) The value of the goods as used goods when given in trade on a subsequent purchase.
  13. Pursuant to WMC 5.08.110(D.1.), the Purchasing Officer may allow a person to withdraw his bid if:
    - (a) The Purchasing Officer believes that an obvious error has been made by the person which would cause him financial hardship; and
    - (b) The contract has not yet been awarded.
  14. Pursuant to WMC 5.08.110(E) each bid and the name of the person making the bid shall be entered on a record. The record, with the name of the successful bidder indicated thereon, shall be open to public inspection after the award of the contract.
  15. Reference to a specific manufacturer or a specific product or model in the bid specifications does not restrict bidders to that manufacturer, product or model. This method is used to indicate the functional requirements (e.g., type, design, characteristics, quality) of the article desired. Bids may be considered on other manufacturer's products or other models determined by the Purchasing Officer to be the functional equivalent of the product or model referenced.
  16. Submission of a bid shall constitute an agreement to all terms and conditions specified in the Invitation to Bid, including, without limitation, the Terms and Conditions for Purchase of Goods set forth in Section 4, except such terms and conditions that the bidder expressly excludes.
  17. Bids must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the bidder's standard contract language. The omission of these documents renders a bid non-responsive. A review of these documents is necessary to a determination of which bid is in the best interests of the City.
  18. For any bid exceeding \$100,000 for total of all base items and alternates, the successful Bidder shall furnish the Purchasing Officer a Performance and Payment Bond in the full amount of the Agreement and shall maintain the Bond in force during the continuance of the Agreement including the one-year warranty period, unless otherwise specified. The Bond shall be for the faithful performance of the Agreement in all respects including, but not limited to, payments for all materials and labor. All alterations, extensions of time, additional work and other changes authorized by the Agreement Documents may be made without securing the consent of the Surety or Sureties. Power-of-Attorney for the person signing the Bond for the Surety must be submitted with the Bond.

19. Prices offered in bids are an irrevocable offer for the term of the contract and any contract extensions unless otherwise specified.
20. The Purchasing Officer's acceptance of a bid through a written Notification of Award will create a binding contract.
21. Sanctions for breach of contract and penalties may be assessed by the Purchasing Officer.
22. Tabulations of the bid evaluation are available to all bidders via Demandstar.com or by contacting the Purchasing Officer.
23. Pursuant to WMC 5.16 any contractor who enters into a contract with the City of Wasilla and who sells tangible personal property in the City of Wasilla is required to obtain a permit and agree to collect and pay the taxes imposed by law on the sale of tangible personal property in this city.

3. **BID SPECIFICATIONS AND FUNCTIONAL REQUIREMENTS:** The City of Wasilla is soliciting bids from qualified individuals, firms, and legal entities relative to entering into a contract to provide analytical services for a water and wastewater laboratory testing program as required by the Alaska Department of Environmental Conservation (ADEC). **The scope of services and bid detail can be found on pages 13 thru 17 of this bid document.**

4. **TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND/OR SERVICES:**

1. **ASSENT:** The City and Contractor agree that the City's acceptance of Contractor's Bid through the issuance of a written Notification of Award shall create a binding Contract.
2. **INCORPORATED DOCUMENTS:** The Contract shall consist of this Invitation to Bid and any amendments to this invitation to bid if applicable the Contractor's Bid and all documentation contained therein, and the Notification of Award, together with any subsequently-issued Purchase Order executed by a person with full power and authority to issue same on behalf of the City. A Contractor's Bid shall not contradict or supersede any City specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.
3. **DEFINITIONS:** "City" means the City of Wasilla and any city department identified herein.
4. **CONTRACT TERM:** This Contract shall be effective for the period indicated in the Invitation to Bid, unless sooner terminated by either party as set forth in this Contract. The Contract term may be extended.
5. **NOTICE:** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **TERMINATION:**
  - a. Without Cause. This Contract may be terminated upon written notice by mutual consent of both parties or by the City upon 5 days written notice without cause.
  - b. City Termination for Nonappropriation. The continuation of this Contract beyond



the current year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Wasilla City Council and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from City, State, and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

- c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
  - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If the City materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
  - v. If it is found by the City that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City of Wasilla with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
  - vi. If it is found by the City that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (5), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those that are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency.

7. **REPRESENTATIONS:** Contractor represents and warrants to the City:

- a. **Contractor Authorization:** Contractor is duly organized, validly existing, and in good standing under the appropriate laws with full power and authority to conduct the business that it presently conducts in the City of Wasilla. Contractor has the legal power and right to enter into and perform the Contract. Consummation of the transactions contemplated by the Contract will not violate any provision of law, or any of Contractors governing documents (articles of incorporation, partnership Contract, etc). Execution of the Contract and all documents provided for in the Contract by Contractor and its delivery to the City have been duly authorized by the board of directors or managing agents of Contractor and no further action is necessary on Contractor's part to make the Contract valid and binding on Contractor in accordance with its terms. Contractor has obtained all licenses and permits to perform all of its requirements under the Contract, and is current on all tax obligations to the City of Wasilla or any other governmental entity in Alaska.
- b. **Bid Representations:** All statements made by Contractor on any application, bid, proposal, offer, financial statement, or other document used by Contractor to induce the City to enter into the Contract are true, correct, complete, and omit no information which would render them misleading.

8. **BREACH; REMEDIES:** Failure of either party to perform any obligation of the Contract shall be deemed a breach. In the event of a breach, the party asserting breach may, in addition to any remedies or rights afforded by Alaska law, cancel the Contract with respect to any executory obligations. All rights and remedies are cumulative with one another and with those provided by law, and exercise of one remedy or right is not a waiver of the right to pursue any other right or remedy afforded. Penalties provided under Alaska law shall be limited to those in effect on the effective date of the Contract. Either party, as a prevailing party to any arbitration or other action regarding the enforcement of the Contract, is entitled to reasonable attorney fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$175 per hour for City-employed attorneys. The City may set off consideration against any unpaid obligation of Contractor to any City agency.

9. **LIMITED LIABILITY:** The City will not waive and intends to assert available liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages.

10. **WAIVER OF BREACH:** A failure to assert any right or remedy available to a party under this Contract, or a waiver of the rights or remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Contract, unless such waiver is contained in a writing signed by the waiving party.

11. **SEVERABILITY:** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

12. **ASSIGNMENT/DELEGATION:** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. No duties of either party may be delegated without written consent by the other party,

and any such consent does not in any way affect the liability of the delegating party, unless the writing so states.

13. **FORCE MAJEURE:** Contractor shall not be liable for any delay in delivery or failure to deliver any or all of the goods where the delay or failure is caused by labor troubles, strikes, lockouts, war, riots, insurrection, civil commotion, failure of crops or supplies from ordinary sources, earthquake, fire, flood, storm, accident, any act of God or any other cause beyond the control of Contractor. City shall not be liable for failure to take delivery of the goods where any of the above causes prevent carrier or City from accepting delivery. But, in any case, the party claiming the benefit of this provision shall use due diligence to remove any such causes and to resume performance under this Contract as soon as is feasible. Performance by the other party shall be suspended and excused during the period of any such delay or failure and performance shall resume as soon as possible after removal of the excuse.
14. **GOVERNING LAW; JURISDICTION:** The laws of Alaska, including, without limitation, Alaska's Uniform Commercial Code in effect on the date of the Notification of Award, shall govern this Contract. The parties consent to the jurisdiction of the trial courts for the State of Alaska at Palmer, Alaska for enforcement of this Contract.
15. **ENTIRE AGREEMENT; CONFLICT WITH OTHER DOCUMENTS:** This Contract (including all incorporated attachments) is intended by the parties as the final expression of their agreement and is the complete and exclusive statement of the terms hereof. All prior agreements are superseded and excluded. Prices, quantities, dates, and places of deliveries and means of transportation may be fixed by attachments to this Contract. Except as previously stated, if any term in any incorporated attachment or in any Contractor's invoice contradicts or negates a term in this Contract, this Contract shall control. All amendments must be in writing signed by the parties.
16. **INSURANCE SCHEDULE:** Unless expressly waived by negotiation in writing by the City, Contractor, as an independent contractor and not an employee of the City, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The City shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:
  - a. Contractor has provided the required evidence of insurance to the Contracting Agency of the City, and
  - b. The City has approved the insurance policies provided by the Contractor.
  - c. Prior approval of the insurance policies by the City shall be a condition precedent to any payment of consideration under this Contract and the City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the City to timely approve shall not constitute a waiver of the condition.
  - d. Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:
    - i. Final acceptance by the City of the completion of this Contract; or
    - ii. Such time as the insurance is no longer required by the City under the terms of this Contract.
  - e. Any insurance or self-insurance available to the City shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this

Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

- f. Workers' Compensation and Employer's Liability Insurance
  - i. Contractor shall provide proof of worker's compensation insurance as required of Alaska Administrative Code Title 8.
  - ii. Employer's Liability insurance with a minimum limit of:
    - 1. Bodily Injury by Accident - \$100,000 per each accident
    - 2. Bodily Injury by Disease - \$100,000 per each employee
    - 3. Bodily Injury by Disease - \$500,000 policy limit
  - iii. If this contract is for temporary or leased employees, an Alternate Employer endorsement must be attached to the Contractor's workers' compensation insurance policy.
- g. Commercial General Liability Insurance
  - i. Minimum Limits required:
    - 1. \$2,000,000 General Aggregate
    - 2. \$1,000,000 Products & Completed Operations Aggregate
    - 3. \$1,000,000 Personal and Advertising Injury
    - 4. \$1,000,000 Each Occurrence
- h. Business Automobile Liability Insurance
  - i. Minimum Limit required: \$1,000,000 Each Occurrence for bodily injury and property damage. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles). The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- i. Professional Liability Insurance
  - i. Minimum Limit required: \$1,000,000 Each Claim
  - ii. Retroactive date: Prior to commencement of the performance of the contract
  - iii. Discovery period: Three (3) years after termination date of contract.
  - iv. A certified copy of this policy may be required.
- j. Umbrella or Excess Liability Insurance
  - i. May be used to achieve the above minimum liability limits.
  - ii. Shall be endorsed to city it is "As Broad as Primary Policy"
- k. General Requirements:
  - i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, The City of Wasilla, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from the Contract.
  - ii. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
  - iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
  - iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
- l. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without twenty (20) days prior written notice to the City of Wasilla, c/o Purchasing/Contracting Officer, the policy shall not be canceled, non-renewed or coverage and

/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.

- m. Approved Insurer: Each insurance policy shall be:
  - i. Issued by insurance companies authorized to do business in the State of Alaska or eligible surplus lines insurers acceptable to the City and having agents in Alaska upon whom service of process may be made, and
  - ii. Currently rated by A.M. Best as "A-VII" or better.
- n. Evidence of Insurance: Prior to the start of any Work, Contractor must provide the following documents to the contracting City:
  - i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
  - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) signed by an authorized insurance company representative, must be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection a above.
  - iii. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.
- o. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
- p. Mail all required insurance documents to the Contracting Agency identified on page one of the contract. Address the required insurance documents as ATTN: PURCHASING OFFICER.
- q. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any city, borough, state or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The City may set-off against consideration due any delinquent government obligation.

**SPECIAL TERMS AND CONDITIONS**

1. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the bid opening is available through prearrangement with the Purchasing Officer.
2. The City of Wasilla, Purchasing Officer, shall not be obligated to accept low bid, but will make an award in the best interest of the City of Wasilla after all factors have been evaluated (WMC 5.08.160).
3. Bids sent by special mail (UPS, Overnight, Fed-Ex., etc.) that do not arrive by bid opening time and date **WILL NOT BE ACCEPTED**.
4. Proof, satisfactory to the City, must be provided by Bidder to show that any alternate article is equal to, or exceeds the bid specifications in design and performance. Complete and detailed comparative documentation for equipment other than requested in this solicitation is **required** to be submitted with bid. Equivalent items may be subject to performance testing.
5. Bidders are especially cautioned to **RECHECK BID PRICES FOR ERRORS** prior to submitting bid as changes in bid prices after opening date and hour of bid due to an error **WILL NOT BE PERMITTED OR ACCEPTED**. Bidder shall be required to furnish equipment at price or prices bid on or be penalized by being removed from bidder's list for a period of one year.
6. **For purposes of addressing questions concerning this Invitation to Bid, the sole contact will be the Purchasing Officer. Upon issuance of this Invitation to Bid, employees and representatives of the agencies identified herein will not answer questions or otherwise discuss the contents of this Invitation to Bid with any prospective bidders or their representatives. Failure to observe this restriction may result in disqualification of any bid. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.**
7. The City reserves the right to reject any or all bids and to waive any minor informality or irregularity in a bidder's response if deemed in the best interests of the City.

**SCOPE OF WORK for WATER & WASTE WATER LABORATORY SERVICES**

The City of Wasilla is seeking bids from qualified individuals, firms, and legal entities relative to entering into a contract to provide analytical services for a water and wastewater laboratory testing program as required by the Alaska Department of Environmental Conservation (ADEC). This contract will be for the remainder of the current fiscal year and continue through June 30, 2010 with the option to renew for two additional one year terms.

**BASIC REQUIREMENT:** Interested laboratory vendors must have current National Environmental Laboratory Accreditation Conference (NELAC) and State of Alaska Department of Environmental Conservation (ADEC) certification in accordance Alaska Administrative Code Title 18. The Selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, Borough, and City laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Selected Bidder is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him or her from responsibility. In addition, prior to award of contract, successful bidder must secure State of Alaska, Matanuska Susitna Borough and City of Wasilla business licenses.

**All bids must include verification of lab certification for their facility and/or any subcontractors. If a subcontractor is to be used, information about the subcontractor is to be provided with the bid document.**

**SCOPE OF WORK:** Prepare sample kits for **delivery and pickup** to/from the City of Wasilla Water & Waste Water Division located at 290 E. Herning Avenue, Wasilla, Alaska. Collection of water samples will be performed by City of Wasilla water and waste water technicians. Laboratory will perform analysis of all submitted samples and reports shall be submitted to the City of Wasilla no later than 30 days after collection date. Laboratory shall prepare and submit reports containing laboratory analysis, parameters monitoring forms, and certification forms for submittal to the City of Wasilla.

**GENERAL REQUIREMENTS**

1. **Performance** - Analyses will be performed per methodology approved by USEPA, ADEC and/or as per Standard Methods for the Examination of Water and Wastewater, 18<sup>th</sup> Edition, as applicable.
2. **Data Quality** - Precision, accuracy and method detection limit for each reported value must comply with ADEC requirements.
3. **Subcontracting** – The selected laboratory must identify any analytical services that are to be subcontracted to another laboratory. The selected laboratory must ensure that the subcontracted laboratory meets the same qualifications and requirements as the selected laboratory. If the results from the subcontracted laboratory are incorporated into the final laboratory report, the subcontracted results must be clearly identified.
4. **Blanks** – In those circumstances where the selected laboratory collects samples, duplicates, equipment blanks, and field blanks will be collected and analyzed per ADEC requirements.

5. **Samples** – Samples will be received at the selected laboratory Monday through Friday from 8:00 am to 5:00 pm. All other times will require prior arrangements. The City will be advised by phone upon receipt of samples with any noticeable discrepancies and positive fecal results.
6. **Reporting** - All analytical reports issued by the selected laboratory shall comply with EPA, ADEC and NELAP formats. Internal Laboratory Quality Control data shall be part of the report at no additional cost to the City, and certification of meeting NELAC quality control standards shall be provided.
  - a. Any variance to the specified EPA, ADEC and/or NELAP testing method must be pre-approved by the City. The vendor must submit a written request to the City's contract administrator/representative describing the variance and explaining the necessity for the variance. The City will respond to the request in writing and prices will be adjusted accordingly.
  - b. The selected laboratory shall adhere to NELAP documentation and record keeping requirements.
  - c. All reports and invoices are to be sent to the attention of the City of Wasilla, Department of Public Works, Water & Waste Water Division, 290 E. Herning Avenue, Wasilla, AK 99654.
  - d. Analysis and reports shall conform to Alaska Administrative Code Title 18, Chapter 70 and the Alaska Water Quality Criteria Manual.
    - i. Reports shall include the lab sheet from any sub-contracted lab.
    - ii. Re-analysis of uncertain data and/or revisions will be done upon request at no additional charge to the City.
  - e. Inorganic and organic results must be received by the City no later than ten (10) working days after receipt of samples, or testing/analysis shall be subject to liquidated damages per Section f (below). Radiological results must be received as soon as reasonably possible after receipt of samples, or testing/analysis shall be subject to liquidated damages per Section f (below). Vendor shall be capable of providing twenty-four (24) hour turnaround times at City request; in which case, City agrees to pay an expedite fee.
  - f. Liquidated damages for failure to deliver the required reports of the sampling results on time shall be charged in accordance with the following:
    - i. 1 to 14 days late \$ 50.00 per sample
    - ii. Greater than 14 days late \$ 25.00 per day per sample (Minimum \$350)
    - iii. (Based upon calendar days and counting from original due date.)
    - iv. The amount of liquidated damages shall not exceed the total amount to be invoiced for the sampling event.



- g. The successful bidder shall provide all data electronically to the City and State or Federal agency as required by reporting procedures. If the selected laboratory maintains a website for analytical results, the City shall be granted access. There shall be no additional charge for these services.
- h. Reports shall be faxed at no additional charge to the required City, State and Federal offices at no charge
- i. All invoices and laboratory reports shall include the City's assigned sample number and location where sample was taken. After all invoices have been approved one check will be processed for the month. All tests completed for the month shall be listed on this one monthly invoice.
- j. The selected laboratory shall notify the City of sample results that exceed maximum contaminant levels that are received out of hold time as applicable, or that have been damaged or compromised during transit.

### **SPECIFIC REQUIREMENTS**

- 1. The selected laboratory will provide field sampling upon request with advanced notice.
- 2. The selected laboratory must have a full time QA Officer on staff.
- 3. The selected laboratory shall identify contact personnel for administrative, technical, and sample control inquiries.
  - a. The selected laboratory must have a contact person available during normal business hours five (5) days per week.
- 4. The selected laboratory shall advise the City of any price adjustments that may be imposed based on specific criteria such as high solids.
- 5. Bidders shall provide a sample analysis report as would be routinely submitted with their bid reply.
- 6. The contract will be awarded by unit price. In the event that permit requirements are altered and the number of tests required is either increased or decreased, the number of units (and the contract price) will be adjusted accordingly.

### **PRICE**

The bid price is to include the following components:

- 1. The Contractor will be responsible for supplying all coolers, ice packs, sample containers, labels, preservatives, equipment and sampling instructions needed to successfully complete each test report.;
- 2. The Contractor is responsible for all shipping fees, and/or any pick-up and delivery;
- 3. All labor, equipment, shipping, handling charges and supplies needed to fulfill the contract as described in this bid document.

	Frequency/Parameter	Method	# of Samples per Frequency	Price Each	Total Bid Price (# of Samples per Frequency x Price Each)
Water	<b>Monthly</b>				
	--- Total Coliform	9223.B	25	\$ 28 -	\$ 700.00
	--- HPC	9215.B	25	\$ 37 -	\$ 925.00
	<b>Quarterly</b>				
	--- Arsenic	200.8	3	\$ 55 -	\$ 165.00
	--- Radionuclide composite w/end results	--	4	\$ 880 -	\$ 3520.00
	<i>100 per quarter To Composite And results 480 -</i>				
	<b>Annual</b>				
	--- Nitrate	4500	12	\$ 35 -	\$ 420.00
	--- CL2 DBP	4500-CL	12	\$ 40 -	\$ 480.00
	<b>Tri-Annual</b>				
	--- Lead & Copper	200.8	80	\$ 60 -	\$ 4800.00
	--- Combined TTHM & HAA5	524.21/552.2	12	\$ 910 -	\$ 10920.00
Sewer	<b>Monthly</b>				
	--- BOD	5210.B	Influent/ Effluent	\$ 55	\$ 110.00
	--- Membrane Filter	922.D	4	\$ 37	\$ 148.00
	<b>Quarterly</b>				
	--- Fecal Coliform	Membrane Filter	5	\$ 37	\$ 185.00
	--- Nitrate as Nitrogen	4500-NO3E	5	\$ 35	\$ 175.00
	--- Conductivity	2510.B	5	\$ 25	\$ 125.00
	--- pH	4500-HB	5	\$ 25	\$ 125.00
	<b>Annual</b>				
	--- Lead	200.8	4	\$ 25	\$ 100.00
	--- Chromium	200.9	4	\$ 35	\$ 140.00
	--- Cadmium	200.9	4	\$ 35	\$ 140.00
	--- Mercury	200.9	4	\$ 65	\$ 260.00
--- Silver	200.9	4	\$ 35	\$ 140.00	
Special	<b>Annual</b>				
	Field Sampling Charge (upon request)	---	3	\$ 25	\$ 75.00
	Expedite Lab Test Request Fee	---	3	\$ 25	\$ 75.00
	Other Charge:	---		\$	\$
			Total	\$2504.00	\$23,728.00

# YOU MUST ATTACH A COPY OF YOUR OSHA 300 LOGS FOR 2004, 2005 and 2006.

This pricing information is hereby provided in accordance with the terms and conditions of this Invitation to Bid. I have read, understand, and agree to all terms and conditions herein.

Company Name: Mat-Su Test Lab, LLC

Contact Name: Leslie Gillis E-Mail Address: mat-sutestlab@rogershsc.com

Address: 9161 E Frontage Rd, Suite 15

City: Palmer State: AK Zip: 99645

Telephone (907) 745-3005 Fax (907) 745-3010 Federal Tax ID No.: 83-044426

Payment Terms NET 30

Signed Marlene D. Tyson

Print Name & Title Marlene D. Tyson, Manager.

Date 4/23/07

I have read, understand and agree to comply with the terms and conditions specified in this Invitation to Bid. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance and should be detailed below. Any exceptions must be documented.

YES  NO  SIGNATURE Marlene D. Tyson

EXCEPTIONS: Attached additional sheets if necessary.

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