

REQUEST FOR PROPOSAL

RFP 2010-PW-0039



WATER AND WASTEWATER LABORATORY SERVICES

"Douglas - the premier southwestern border community."

Bid Notice

NOTICE IS HEREBY GIVEN that the Mayor and Council of the City of Douglas will receive sealed Bid Proposals until Three O'clock p.m. (3:00 p.m.) on the 17th day of March 2010 for the following:

WATER AND WASTEWATER LABORATORY SERVICES

Specifications are on file and may be obtained at the office of the Purchasing Agent, 425 10th Street, Douglas, Arizona. Bids will be received until the above hour specified and will be opened and publicly declared on said date and time at a bid opening, to be conducted by the City Clerk in the Council Chambers. Address all Bids to Brenda Aguilar, City Clerk, 425 10th Street, Douglas, AZ 85607, specifying on the outside wrapper, the nature of the Bid and reference RFP#2010-PW-0039 the Council reserves the right to reject any Bid, defer action on Bids and to waive any informalities thereof. Any late bids shall be returned to sender.

Dated at Douglas, Arizona this February 17, 2010

Brenda Aguilar
City Clerk
City of Douglas

INTRODUCTION

The City of Douglas is requesting bid proposals for water and wastewater laboratory and sampling services for the City of Douglas, Public Works Department, and Utilities Division. There is no expressed or implied obligation for the City of Douglas to reimburse firms for any expenses incurred in preparing quote proposals in response to this request.

The City of Douglas reserves the right without prejudice to reject any and at bids proposals. There is no expressed or implied obligation for the number of samples to be analyzed and/or any expenses incurred in preparing this particular bid proposal.

Submission of a quote proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the quote proposal submitted and confirmed in the contract between the City of Douglas and the firm selected. The sampling costs shall include the following services and/or products:

1. Vendor shall provide pre-preserved sample containers, ice chests and chain of custody forms
2. Standard turnaround time (TAT): shall be 15 to 20 working days.
3. The City of Douglas will use wet/cubed ice to ensure samples are kept at the proper temperature during transport.
4. Temperature shall be taken in the field and recorded on the COC.
5. Travel blanks must accompany samples for Methods 524.2 and 504.1. These will be analyzed only if there is a detect in the sample.
6. Prices are to be effective 07/01/10 thru 06/30/11
7. Vendor shall administer all documentations and prepare reports for ADEQ.
8. The City of Douglas is also seeking the option of:
9. Vendor to collect water monitoring samples for testing
10. Bid Alternate No. 1: Vendor Collection Fee per sampling run: \$_____

The City of Douglas reserves the right without prejudice to reject any or all quote proposals. Cost will not be the primary factor in the selection of a Firm.

Please direct your procurement questions to John Alvarez, Purchasing Agent, John.Alvarez@douglasaz.gov, phone number 520-417-7317 and your technical questions to Carlos A. De La Torre, Public Works Director/City Engineer, Carlos.DLT@douglasaz.gov, 520-417-7329

LIST OF PROPOSED ANALYTICAL SERVICES

Analysis	Method	Matrix	Unit Price
<i>Total Coliform</i>	Colilert	DW	
Asbestos	TEM	DW	
pH	EPA 150.1	DW	
Alkalinity	SM 2320B	DW	
Hardness	EPA 200.7	DW	
Langelier Index	Calculation	DW	
Nitrate + Nitrite	SM 4500 N03 F	DW	
Nitrate	Calculation	DW	
Nitrite	SM 4500 NO2 B	DW	
Total Dissolved Solids (TDS)	SM 2540 C	DW	
Antimony	EPA 200.9	DW	
Arsenic	EPA 200.9	DW	
Barium	EPA 200.7	DW	
Beryllium	EPA 200.7	DW	
Cadmium	EPA 200.9	DW	
Calcium	EPA 200.7	DW	
Chromium	EPA 200.7	DW	
Copper	EPA 200.7	DW	
Cyanide	SM 4500 CNE	DW	
Fluoride	SM 4500 FC	DW	
Lead	EPA 200.9	DW	
Magnesium	EPA 200.7	DW	
Mercury	EPA 245.1	DW	
Nickel	EPA 200.7	DW	
Selenium	EPA 200.9	DW	
Sodium	EPA 200.7	DW	
Sulfate	EPA 375.4	DW	
Thallium	EPA 200.9	DW	
Metals Digestion (Metals digestion will be needed only if turbidity is greater than 1)	EPA 200.7	DW	

BOD			
Fecal Coliform			
TSS			

Analysis	Method	Matrix	Unit Price
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Radionuclides (Gross Alpha)**	Co-Precip.	DW	
Volatile Organic Compounds Includes regulated & unregulated VOC's	EPA 524.2		
Ethylene Dibromide (EDB) & Dibromochloropropane (DBCP)	EPA 504.1	DW	
Pesticides & PCB's Includes Chlordane, Aroclors (PCBs), Toxaphane	EPA 505	DW	

<i>Chlorinated Herbicides</i> Includes 2,4, - D, 2,4,5-TP (Silvex), Dicamba, Pentachlorophenol, Dalapon, Dinoseb, Picloram	EPA 515.1	DW	
<i>Miscellaneous SOC's ***</i>	EPA 525.2	DW	
<i>Carbamate Pesticides ****</i>	EPA 531.1	DW	
<i>Glyphosate</i>	EPA 547	DW	
<i>Endothall</i>	EPA 548.1	DW	
<i>Diquat</i>	EPA 549.2	DW	
<i>Dioxin</i>	EPA 1613	DW	

** Gross Alpha (If Gross Alpha is greater than 5 pCi/L then Radium – 226 must be analyzed. If the Radium – 226 is grearter than 3 pCi/L, then Radium – 228 must be analyzed. If Gross Alpha is greater than 15 pCi/L, then Uranium must be analyzed.

Radium – 226 \$ _____ per sample

Radium – 228 \$ _____ per sample

Uranium \$ _____ per sample

*** **Miscellaneous SOC's** , Include Alachlor, Aldrin, Atrazine, Benzo(a)pyrene, Butachlor, Dieldrin, Di(2-ethylhexyl) adipate, Endrin, Heptachlor, Heptachlor epoxide, Hexachlorobenzane, Hexachlorocyclopentadiene, Lindane, Methoxychlor, Metolachlor, Metribuzin, Propachlor, Simazine, Di(2-ethylhexyl)phthalate, Di(2-ethylhexyl)adipate.

**** **Carbamate Pesticides**, Includes Aldicarb, Aldicarb Sulfoxide, Aldicarb Sulfone, Carbofuran, Oxamyl (Vydate), 3- Hydroxycarbofuran, Carbaryl, Methomyl

Option:

Vendor collection fee: \$ _____

Special Terms and Conditions

1. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls acceptable to the City for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained by the City or others, necessary for contract performance. The contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.
2. **Contract Extension:** The contract term is for a one (1) year period subject to additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed four (4) years.
3. **Contract Termination:** Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the City may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while the Contract or an extension of the contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
4. **Gratuities:** The City may, by written notice, terminate this Contract, in whole or in part, if the City determines that employment or a Gratuity was offered or made by the Contractor or representative of the Contractor to any officer or employee of the City for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The City, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
5. **Suspension or Debarment:** The City may, by written notice to the Contractor, immediately terminate this Contract if the City determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the City.

6. **Termination for Convenience:** The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.
7. **Termination for Default:** In addition to the rights reserved in the contract, the City may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor. All goods, materials, documents, data and reports prepared by the Contractor shall become the property of and delivered to the City on demand.
8. **Contract Type:** Fixed base price, indefinite quantity.
9. **Insurance:** The City requires a complete and valid Certificate of Insurance prior to the commencement of any service or activity specified. The contractor shall submit an original copy of the Certificate of Insurance, for public liability of \$1,000,000(combined single limit) for bodily injuries, and \$1,000,000 for property damage. CERTIFICATE SHALL SHOW CITY OF DOUGLAS AS AN ADDITIONAL INSURED AS DIRECTED BY THE CITY'S RISK MANAGER. The coverage's shall be maintained in full force and effect during the term of the Contract and shall not serve to limit any liabilities or any other Contract obligations

The Contractor agrees to obtain insurance coverage of the types and amounts required in this Exhibit and keep such insurance coverage in force throughout the life of the Contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy.

The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies shall include City of Douglas as an additional insured with respect to liability arising out of the performance of this contract. The Contractor agrees that the insurance hereunder will be primary ant that any insurance carried by the City will be excess and not contributing. The Contractor shall provide and maintain minimum insurance limits as follows:

Coverage Afforded	Limits of Liability
Workers' Compensation	Statutory
Employer Liability	\$1,000,000
Commercial General Liability to Include Premises and Operations Product and Completed Operations Blanket Contractual Broad Form Property Damage Personal injury	\$1,000,000 Bodily Injury and Property Damage Combined single Limit
Commercial Automobile Liability to include: Owned Non-owned Leased Hired Vehicles	\$1,000,000 Bodily Injury and Property Damage Combined Single Limit
Professional Services Contracts Only Professional Liability Insurance (Errors/Omissions)	\$1,000,000 (minimum) (Combined Single Limit)

Consultant shall present to the City written evidence (Certificate of Insurance) of compliance with required coverage as listed above. Said evidence shall be to the Purchasing Manager's satisfaction. It shall be considered a material breach if the Contractor fails to maintain insurance coverage as detailed above to **include the City designated as Additional insured**, and shall, at the sole discretion of the City, be grounds for immediate termination of the contract.

10. **Key Personnel:** It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record.
11. **Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

12. **Payment:** The City will pay the Contractor following the execution of the signed contract. Payment shall be issued after receipt of material or service and correct invoice. Each itemized service for which payment is requested have been performed. The City agrees to pay all properly documented invoices, for accepted work within thirty (30) days of receipt.
13. **Payment Discount:** The Contractor must indicate prompt payment terms and applicable local sales tax percentage.
14. **Indemnification:** The Contractor agrees to indemnify, defend, save and hold harmless the City of Douglas, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Worker's Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment cost where this indemnification is applicable.
15. **Protest and Appeal Process:** Protest should first contact, the Finance Director by telephone, with their questions regarding the solicitation, award or proposed award as the first step in the protest process. A formal protest must be in a form of a letter from the protester to the Finance Director, it must include name, address and telephone number of the protester or its representative, state the name and number of the solicitation, a detailed statement of the legal and factual grounds of the protest, including relevant documents, and a form of relief requested. Protest regarding alleged improprieties in a solicitation that are apparent before the bid opening shall be filed five (5) working days before the bid opening due date. Protest regarding materials included by addendum and received less than five (5) working days before the bid opening shall be submitted with the bid. Protest regarding the actual award of a contract shall be filed within five (5) working days of the mailing of the notice of award, whichever is later.

Special Instructions to the Offeror

1. **Submission:** RFP's shall be signed by the offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.
2. **Inquires:** All inquiries must be submitted in writing to the Solicitation contact person, and within seven (7) days before the Offer due date and time to allow sufficient time for question review and response.
3. **Identification:** Offeror agrees to provide a federal identifier (EIN or SSN) for the purposes of reporting to the appropriate taxing authorities, monies paid by the City under this contract.
4. **Opening:** This is a formal bid, which will be read at a public opening.
5. **Bid Rejection:** The City reserves the right to reject any, or all, bids, combination of items, or lot, and to waive defects or informalities.
6. **Erasures:** Erasures, inter-lineation or other modifications must be initialed by the individual signing the Request for Proposal.
7. **Brand Name:** Any manufacturer's names, trade names, brand names, trade names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance, which is desired. Any bid that proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on Request for Proposal.
8. **Unit Price:** In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the vendor in preparing the Quotation confers no right for the withdrawal of the quotation after it has been opened.

9. **Evaluation:** Award shall be made to the lowest responsible and responsive bidder whose bid conforms in all material and services respect to the requirements set forth in the request, In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the City:
- a. Ability to perform the service required within the specific time
 - b. Reputation, judgment and experience
 - c. The quality of performance in previous contracts
 - d. Previous compliance with laws, as well as employment practices
 - e. Financial ability to perform the contract
10. **Additional Terms and Conditions:** Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.
11. **Offer Acceptance (90 days):** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
12. **License Requirements:** The Contractor shall be appropriately licensed in accordance with the State of Arizona regulation.
13. **Material Safety Data Sheets:** The Contractor is to supply and have Material Safety Data Sheets for each product the Contractor intends to use on City premises.

Bidders Check List

1. _____ Three (3) completed copies of each firm's proposal.
2. _____ The Original Copy, being so marked, must be signed with the firm's name and bear the hand written signature of an officer or employee having authority to bind the company to his or her signature.
3. _____ Each Proposal shall include the legal name of the organization and a statement as to whether or not it is a sole proprietorship, partnership, a corporation, or any other legal entity.

OFFER AND ACCEPTANCE

TO: The City of Douglas

The undersigned hereby offers and agrees to furnish the material, equipment or service in compliance with all terms, statements of work, conditions, specifications, and amendments in the solicitation. Signature also certifies understanding and compliance with City of Douglas Standard Terms and Conditions.

For clarification of this offer, contact:

State of Arizona Transaction (Sales) Privilege Tax License Number	Name
Federal Employer Identification Number	Phone Number
Company Name	Signature of Person Authorized to Sign Offer
Mailing Address	Printed Name
City State Zip	Title

ACCEPTANCE OF OFFER

This offer is hereby accepted.

The Contractor/Vendor is now bound to provide the materials, equipment or services listed by the attached contract and based upon the Solicitation, including all terms, conditions, specifications, statement of work, amendments, etc. and the Contractor's/Vendor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor/Vendor receives a formal Notice to Proceed, Purchase Order, or is otherwise directed to do so in writing by the City's Authorized Representative.

This Agreement is entered into this 1st day of July 2010.

CONTRACTOR/VENDOR:

CITY:

John Alvarez
Purchasing Agent

Curtis Shook
City Manager