



# Municipality of Anchorage

Dave Bronson, Mayor

Purchasing Department

March 15, 2022

REQUEST FOR PROPOSAL

**RFP 2022P012**

## **Analytical Services of Water and Wastewater for AWWU Treatment Division**

The Municipality of Anchorage is an equal opportunity employer.

Enclosed is pertinent information for use in preparing your proposal.

Pre-Proposal Conference: **1:30 P.M. Local Time, March 23, 2022**

Questions Due: **5:00 P.M. Local Time, March 25, 2022**

Proposals Due: **5:00 P.M. Local Time, April 6, 2022**

**ONE SIGNED ORIGINAL, single sided, unbound, plus five (5) complete copies** of your proposal must be submitted. In addition to the copies, a flash-drive containing a PDF copy of the complete proposal, including attachments must also be provided.

**If applicable, the call-in phone number for Pre-Bid Conferences is 907-343-6089. Conference lines are opened 5 minutes prior to the Pre-Bid Conference times. To attend meetings in person; you may do so at 632 W. 6<sup>th</sup> Avenue, Suite 520, Anchorage, AK 99501. FOR AUXILIARY AIDS, SERVICES, OR SPECIAL MODIFICATIONS TO PARTICIPATE PLEASE CONTACT THE PURCHASING DEPARTMENT TO REQUEST REASONABLE ACCOMMODATIONS AT 907-343-4590; FAX 907-343-4595; OR [wwpur@muni.org](mailto:wwpur@muni.org)**

**For further information contact Purchasing** at (907) 343-4590 or fax (907) 343-4595 or email [wwpur@muni.org](mailto:wwpur@muni.org). All correspondence should include the **RFP** number and title.

The Municipality of Anchorage reserves the right to reject any and all proposals and to waive any informalities in procedures.

Sincerely,

Handwritten signature of Chris Hunter in cursive.

Chris Hunter  
Acting Deputy Director, Purchasing

**MUNICIPALITY OF ANCHORAGE  
 ANCHORAGE WATER & WASTEWATER UTILITY  
 Request for Proposal AWWU 2022P012  
 Analytical Services of Water and Wastewater for AWWU Treatment  
 Division**

| <b>SECTION</b> | <b>TITLE</b>                               | <b>PAGE</b> |
|----------------|--|-------------|
| SECTION 1 --   | GENERAL INFORMATION .....                  | 1           |
| SECTION 2 -    | RULES GOVERNING COMPETITION .....          | 2           |
| SECTION 3 -    | SCOPE OF WORK .....                        | 5           |
| SECTION 4 -    | PROPOSAL AND SUBMISSION REQUIREMENTS ..... | 11          |
| SECTION 5 -    | EVALUATION CRITERIA AND PROCESS .....      | 14          |
| SECTION 6 -    | SELECTION PROCESS .....                    | 17          |
| SECTION 7 -    | SAMPLE CONTRACT .....                      | 17          |
| SECTION 8 -    | ATTACHMENTS .....                          | 17          |

**SECTION 1 -- GENERAL INFORMATION**

**1.1 PURPOSE**

The Municipality of Anchorage Water and Wastewater Utility (AWWU) is soliciting proposals from certified laboratories to conduct analytical services for the Water Quality Section and Environmental Compliance Section of the Treatment Division. AWWU is seeking Alaska certified laboratories to submit their qualifications and capabilities to perform chemical and biological analyses using EPA 40 CFR 136 approved and/or other alternate approved methods. The initial contract term will be for one (1) year with the option to renew for an additional Four (4) one-year periods if pricing and performance remains acceptable to AWWU.

**1.2 PROJECT HISTORY**

The Water Quality Section (WQS) is located at the Asplund Wastewater Treatment Facility. The WQS staff consists of the Water Quality Section Superintendent and four Water Quality Analysts who perform sampling and testing to ensure compliance with drinking water and wastewater regulations. The Environmental Compliance Section consists of the Superintendent, one Air Permit Specialist, one Industrial Pretreatment Program Coordinator and three Industrial Pretreatment Inspectors.

The Water Quality Section and Environmental Compliance Section are responsible for providing analytical testing data to meet AWWU's compliance requirements associated with monitoring required under; the National Pollutant Discharge Elimination System (NPDES), the Alaska Pollutant Discharge Elimination System (APDES), the Clean Water Act (CWA), the Safe Drinking Water Act (SDWA), and the Clean Air Act. Additional analytical data is required for other regulatory programs, watershed monitoring, and process control for three wastewater treatment facilities, two water treatment plants and several drinking water wells.

The Water Quality Section and Environmental Compliance Section typically contracts out analytical services on samples with the following matrices: surface water, well water, drinking water, wastewater at various stages of treatment, chlorinated and unchlorinated final effluent discharges, industrial waste streams, septage discharges, sewage sludge cake, ash, biosolids, landfill leachate, coastal waters, and sediments.

Timely submittal of both written reports and electronic data deliverables to meet all State of Alaska and EPA reporting requirements are critical to ensuring AWWU's continued regulatory compliance.

### **1.3 QUESTIONS**

Any questions regarding this Request for Proposal are to be submitted in writing to:

Municipality of Anchorage  
Purchasing Department

[wwpur@muni.org](mailto:wwpur@muni.org)

For ease of identification please identify the RFP number in the subject line of any correspondence.

Purchasing Office hours of operation are: 8:00 a.m. to 5:00 p.m. local time Monday through Friday, excluding Municipal holidays. All questions must be received prior to the deadline indicated on the RFP cover letter.

### **1.4 PREPARATION COSTS**

The Municipality of Anchorage shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest ranked proposer and/or award of contract and/or rejection of proposal. By submitting a proposal each proposer agrees to be bound in this respect and waives all claims to such costs and fees.

## **SECTION 2 - RULES GOVERNING COMPETITION**

### **2.1 EXAMINATION OF PROPOSALS**

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

### **2.2 PROPOSAL ACCEPTANCE PERIOD**

Award of this proposal is anticipated to be announced within 30 calendar days, although all offers must be complete and irrevocable for 45 days, following the submission date.

## 2.3 CONFIDENTIALITY

The content of all proposals will be kept confidential until the selection of the “Contractor” is publicly announced. At that time, the selected proposal is open for review. After the award of the Contract, all proposals will then become public information.

## 2.4 PROPOSAL FORMAT

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on:

- 1) Conformance to the RFP instructions;
- 2) Responsiveness to the RFP requirements; and,
- 3) Completeness and clarity of content.

## 2.5 SIGNATURE REQUIREMENTS

All proposals must be signed. A proposal shall be signed: by an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; the owner of a privately-owned vendor; or other agent if properly authorized by a power of attorney or equivalent document. Signature on the “Letter of Transmittal” (See Para 4.3.4) will meet this requirement.

*Failure to sign the Proposal is grounds for rejection.* The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

## 2.6 PROPOSAL SUBMISSION REQUIREMENTS

- 2.6.1 **ONE ORIGINAL, single sided unbound, plus five (5) complete copies** of the proposal must be received by the Municipality prior to the date and time specified in the cover letter. Copies may be bound, or enclosed in folders/binders.
- 2.6.2 IN ADDITION to the copies required by paragraph 2.6.1 above, provide a flash drive containing a PDF copy of the complete proposal, including attachments.
- 2.6.3 All copies of the proposals are requested to be submitted in a single sealed cover which should be plainly marked as a Request for Proposal Response with the Number and Title prominently displayed on the outside of the package.
- 2.6.4 Proposals must be delivered or mailed to:

Physical Address  
Municipality of Anchorage  
Purchasing Department  
632 W. Sixth Avenue, Suite 520  
Anchorage, AK 99501

Mailing Address  
Municipality of Anchorage  
Purchasing Department  
P.O. Box 196650  
Anchorage, AK 99519-6650

## **2.7 NEWS RELEASES**

News releases by or on the behalf of any Proposer pertaining to the award resulting from the RFP shall not be made without prior written approval of the Municipal Purchasing Officer.

## **2.8 DISPOSITION OF PROPOSALS**

All materials submitted in response to this RFP will become the property of the Municipality of Anchorage. One copy of the submitted material shall be retained for the official files of the Purchasing Department and will become public record after award of the Contract.

## **2.9 ORAL CHANGE/INTERPRETATION**

No oral change or interpretation of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the Municipality.

## **2.10 MODIFICATION/WITHDRAWAL OF PROPOSALS**

A Proposer may withdraw a proposal at any time prior to the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The Proposer may thereafter submit a new proposal prior to the final submission date; or submit written modification or addition to a proposal prior to the final submission date. Modifications offered in any other manner, oral or written will not be considered. A final proposal cannot be changed or withdrawn after the submission date, except for modifications requested by the Municipality after the date of receipt and following oral presentations.

## **2.11 LATE SUBMISSIONS**

**PROPOSALS NOT RECEIVED PRIOR TO THE DATE AND TIME SPECIFIED IN THE COVER LETTER WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED AFTER RECOMMENDATION OF AWARD.**

## **2.12 REJECTION OF PROPOSALS**

The Municipality of Anchorage reserves the right to reject any or all proposals if determined to be in the best interest of the Municipality.

## **2.13 EQUAL EMPLOYMENT OPPORTUNITY REPORTING REQUIREMENTS**

2.13.1 Every municipal contract shall include language substantially the same as the following: "The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to, Title 5 and Title 7 of the Anchorage Municipal Code."

2.13.2 Every municipal contract shall state, in all solicitations or advertisements for employees to work under the contract, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability.

## **2.14 CONFIDENTIAL/PROPRIETARY INFORMATION**

The content of proposals will be kept confidential until the selection of the Contractor is announced. At that time, the selected proposal is open for review to the competing proposers only (except for information properly identified as being proprietary). After the award of the contract, all submitted proposals shall become public information except for properly identified proprietary information. If a proposer wishes individual pages, which contain actual business, proprietary information to be held confidential, each page must be marked and an explanation furnished of its proprietary nature. In addition to marking individual pages, the Proposal's Cover must also be annotated with the words "THIS PROPOSAL CONTAINS PROPRIETARY INFORMATION". "Confidential and Proprietary" information is not meant to include any information which, at the time of disclosure, is generally known by the public and/or competitors. MOA's ability to treat information submitted as confidential is limited by Anchorage Municipal Code. Proposers concerned with the confidentiality of information submitted should familiarize themselves with the following Anchorage Municipal Code provisions:

- AMC 3.90 Access to Public Records
- AMC 3.90.010 Policy
- AMC 3.90.020 Definitions
- AMC 3.90.030 Information Available to the Public
- AMC 3.90.040 Exemptions for Particular Records

## **SECTION 3 - SCOPE OF WORK**

### **3.1 PROJECT DESCRIPTION**

The scope of work is to provide contract laboratory services in support of AWWU's compliance with such State, Federal and local regulations as the Safe Drinking Water Act, Clean Water Act, 18 AAC 80, and State of Alaska Water Quality Standards. The general contractual requirements for water and wastewater monitoring include: provide sampling and shipping supplies, assign a project manager for coordination and quality assurance, perform analytical services according to a quality assurance plan and EPA approved or other acceptable methods, submit written analytical reports and electronic data deliverables appropriate to upload into AWWU's Laboratory Information Management System and Linko Pretreatment Software, submit all drinking water compliance data to the State of Alaska through the Electronic Data Reporting System (EDRS), perform invoicing, and conduct additional line item analyses not quoted in the RFP.

## 3.2 PROJECT TASKS

### 3.2.1 Sample Requirements

The scope of work shall include the following tasks. The proposer may suggest additional tasks believed to be necessary for conducting the requested work.

1. Sample Services: The Contractor shall conduct all testing on site if the contractor is able, if the contractor needs to send samples to a subcontractor for analysis to another laboratory, a contract must contain a written provision and meet all the same contractual obligations as the main contractor. The Contractor may not outsource analysis that can be done on premises. AWWU may specify a specific laboratory for testing on a as needed basics.

The Contractor shall provide all materials necessary for the collection and analysis of submitted samples. Sample containers specific to that analysis shall be new and certified clean according to their Quality Assurance Program Plan (QAPP) with the appropriate reagent grade preservative added prior to sampling. Sample containers shall be pre-labeled to allow the sample collector to fill out all the appropriate sample collection information. The Contractor shall supply Chain-of-Custody (COC) forms with information corresponding to the sample labels. Sample information includes: the Contractor name, LIMS/Linko sample ID numbers where appropriate, sample date, sample time, sample location, sample type, sample matrix, sampler's signatures or initials, preservation type and required analyses to be completed. The Contractor shall adhere to their own QAPP to supply reagent water, containers, and pre-filled trip blanks for quality assurance at no additional cost to AWWU.

AWWU staff may, complete the Contractor COC or at AWWU's discretion may complete its own COC in lieu of the Contractor's COC to be sent with samples. A copy of each COC will accompany the samples until received at the analyzing laboratory. If samples are subcontracted and a COC is generated to that subcontract laboratory, copies of all such COCs will be included with the final written report. All COC procedures and forms must meet EPA reporting requirements.

2. Shipping and Sampling Supplies: The Contractor will be responsible for providing all necessary sampling and shipping supplies to the Water Quality Section and Environmental Compliance Section. The Contractor shall supply sampling supplies, coolers and sufficient ice packs to chill samples below 6 degrees C. AWWU will deliver samples to the Contractor within a reasonable period following sampling so as to not significantly reduce the remaining method specific holdtime for any requested analysis.
3. Sample Disposal: Samples will be retained for the duration of the holding time and at least 30 days after the report has been delivered to AWWU. At any point within this 30 day period AWWU may request that the sample be retained for a longer period of time. The Contractor will comply with all State, Federal and local guidelines for the disposal of AWWU samples and associated laboratory wastes. The sample integrity will be maintained until disposal.
4. Sample Receipt: All samples will be assessed at the time of receipt at the contract and third-party lab to determine whether samples meet all requirements necessary to proceed with requested analyses. If any sample is determined to be

unacceptable, the Contractor will speak with the AWWU Water Quality Section Superintendent or the Environmental Compliance Section Superintendent, sample collector, or other designated Water Quality Section or Environmental Compliance Section staff within 2 hours of the rejection. For any drinking water sample, the Contractor shall additionally notify the appropriate representative of the Alaska Department of Environmental Conservation of the rejection, only when required by regulation.

5. **Contractor Error:** If a laboratory error due to Contractor negligence causes resampling, including a failure to maintain sample integrity, a failure to timely login and ship samples to a third-party laboratory necessary to meet regulatory hold-times, the Contractor will verbally notify the Water Quality Superintendent or Environmental Compliance Section Superintendent within 24 hours. AWWU will resample and the Contractor will incur the cost of subsequent analysis if there has already been an invoiced cost to AWWU for samples that were subject to Contractor negligence. Additionally, for any drinking water sample data that is unusable due to Laboratory error, the Contractor will notify by email the appropriate representative of the Alaska Department of Environmental Conservation, to notify them of the error and subsequent need to resample and the cause. Any communication to the ADEC regarding unacceptable AWWU samples or sample data shall also be forwarded to the AWWU Water Quality Section Superintendent and Environmental Compliance Section Superintendent.
6. **Holding Time Exceedences:** The Contractor will speak immediately to the Water Quality Section Superintendent, Environmental Compliance Section Superintendent or their staff designee when a submitted sample is discovered to exceed a regulated holding time. AWWU will resample and the Contractor will incur the cost of analysis if there has been an invoiced cost to AWWU due to contractor negligence or error. If the error is due to negligence on the part of an AWWU employee the cost for resampling will be incurred solely by AWWU.
7. Once samples have been analyzed by the contract lab or third-party lab, AWWU may request that any sample be returned or submitted to another Laboratory using appropriate chain of custody procedures until the sample is disposed of according to the terms of this RFP.

### **3.2.2 Analytical Requirements**

Sample storage and analyses are to be performed in accordance with EPA approved methodologies by laboratories certified to submit compliance results to EPA and/or the Alaska Department of Environmental Conservation where appropriate.

### **3.2.3 Quality Control / Quality Assurance**

1. The method detection limits and reporting limits will reflect the specific instrumentation, methods and procedures used by the laboratory performing the



analyses. The Contractor will meet minimum detection limits(MDL), practical quantitation limits (PQL), and minimum reporting limits (MRL) required by State, Federal, and Local regulations necessary to meet all mandated compliance standards.

2. An up to date Quality Assurance Program Plan(QAPP) from the Contractor and any anticipated third-party subcontract labs to be used to meet AWWU testing requirements shall be submitted with the proposal and all other supporting documents.
3. Quality control testing, including checks for precision and accuracy, will be performed on at least a ten percent basis. When samples in a batch do not meet the quality control requirements, the Contractor shall provide the Water Quality Section Superintendent or the Environmental Compliance Section Superintendent with a written description of the problem that caused the poor QC performance and the corrective action taken by the Contractor to ensure the same problem does not occur in the future.
4. Final Results exceeding the SDWA MCL's, or AWWU-provided NPDES permit limits shall be immediately communicated by phone to the AWWU Water Quality Section Superintendent, Environmental Compliance Section Superintendent or their designated staff and followed by an email with the written result. After award of Contract, AWWU shall provide the Contractor with a list of all NPDES/APDES Permit Effluent Limitations for AWWU's three wastewater treatment facilities. Any final result that does not meet the Contractor's or their third-party Sub-Contractor's established Quality Control / Quality Assurance requirements shall not be invoiced to AWWU.
5. The Contractor shall immediately notify the Water Quality Section Superintendent or the Environmental Compliance Section Superintendent of any deficiency or loss of certification that would either jeopardize the laboratory's ability to perform analyses for AWWU or prevent them from producing results acceptable to the associated regulatory agencies. In the event the Contractor is unable to analyze samples in-house or through one of the Contractor's subsidiary labs due to loss of required analytical capabilities stated in their original bid documents, they must submit the samples to a Third-Party laboratory acceptable to the Water Quality Section Superintendent or Environmental Compliance Section Superintendent at the price quoted for that particular analysis in their original bid documents.

### **3.2.4 Reporting**

1. The Contractor shall submit an email and written report to the Water Quality Section Superintendent or Environmental Compliance Section Superintendent within 14 calendar days (10 Business days) of the receipt of each sample group. Rush results shall be submitted within 3 calendar days, depending upon the RUSH request from AWWU. For emergency conditions, AWWU would require that results be delivered within 24 hours. All RUSH requests shall be approved or denied by the contract lab within 2hours of receipt by the contract lab.
2. The Contractor shall report all quality control tests and checks for data validation. Quality control testing is to include; reporting levels, method references, date of analyses, dilutions, duplicates, matrix spikes, matrix spike duplicates, CCV's, surrogates, blanks, reagent blanks, and trip blanks for each analyte.

3. The Contractor shall include in the final analytical report: if a third-party Sub-Contract lab was used; name of the Sub-Contract lab for the specific analyses sub-contracted, the results of the analyses along with all associated QA/QC; the method reference, MDL, PQL and MRL; all COC's including those to the Sub-Contract lab. In all cases the Contractor shall select a third-party Sub-Contract lab that has the ability to meet all required MDL's, PQL's, and MRL's necessary to meet AWWU's compliance requirements.
4. All AWWU drinking water samples analyzed for compliance with the Safe Drinking Water Act and Alaska Department of Environmental Conservation (ADEC) requirements under 18 AAC 80 shall be reported by the Contractor to the State of Alaska Drinking Water Program via the ADEC's EDRS. All hardcopy and emailed reports for drinking water samples must include a copy of the EDRS Data Submission Confirmation Report generated at the time of successful EDRS data submission.
5. The Contractor will be responsible and held accountable for miscommunicating analytical or reporting errors to AWWU, State, Federal and/or local agencies. The Contractor will be responsible for correcting and resubmitting electronic data deliverables and written reports to all parties who received the errant reports. These reports shall be clearly identified as a correction and must include an explanation of the revision. If applicable, this would also include any analytical or Quality Assurance/Quality Control requirements that would invalidate or affect the quality of the analytical result.
6. The Contractor must maintain all documentation of raw and final results to verify the analytical result and QA/QC requirements for a minimum of 5 years. The Contractor shall supply a copy of a historical report within 5 business days of receiving such a request from AWWU.
7. Analytical data, preliminary or final reports, and samples shall not be disseminated to anyone outside of AWWU without the written permission of AWWU, the Water Quality Section Superintendent, or the Environmental Compliance Section Superintendent.
8. Every Monday morning the Contractor shall furnish the Water Quality Section Superintendent and the Environmental Compliance Section Superintendent with a project summary report that lists the following information for all projects received through the previous business day; Contractor's project specific ID#, AWWU project name, whether the project is designated as; drinking water by a "DW", wastewater by a "WW", Industrial Pretreatment Program by a "IPP" or receiving water by a "RW", date project was sampled, date project was received by the Contractor, contract date project should be reported by, actual date project was reported to AWWU, and contractor invoice#.

### **3.2.5 Proposer Qualifications**

1. The Contractor shall maintain all laboratory certifications necessary for State and Federal reporting and ability to provide reports within required turnaround times. The Contractor and any third-party Sub-Contractor shall provide access to

records and its laboratory facility for auditing to assure quality assurance and quality control.

2. The Contract laboratory and Sub-Contract laboratory shall be certified where necessary to report compliance testing data to the State of Alaska and EPA by all required formats.
3. The Contract laboratory and Sub-Contract laboratory shall meet required minimum levels of detection for reporting under State, Federal, and local requirements for reporting and compliance determinations under the National Pollutant Discharge Elimination System, Safe Drinking Water Act, Clean Water Act, Clean Air Act and State of Alaska. Additionally, any Sub-Contract lab identified in the bid documents for testing analytes not tested for by the Contract laboratory shall achieve the lowest detection limit possible from laboratories available to the Contractor at the time of bid submission. In all cases, the Contractor shall sub-contract samples to the same lab identified in the original bid documents as having the lowest MDL, PQL, and MRL for each analyte or analyte group. Any sub-contracting to a different Sub-Contract laboratory than was identified in the Contractor's original bid documents must be approved by the Water Quality Section Superintendent or the Environmental Compliance Section Superintendent prior to sub-contracting any of AWWU's project samples.
4. The Contractor and all Sub-Contractors shall participate where possible in EPA approved Performance Evaluation studies for the proposed and actual analytical testing completed for AWWU. The Contract laboratory and any Sub-Contract laboratory shall provide performance evaluation documentation and verification of each laboratory's ability to produce accurate and precise results on unknown samples.
5. The Contractor shall submit copies of all certifications achieved by the Contract lab and any anticipated Sub-Contract labs identified in the original bid documents and shall notify AWWU of any changes or of known investigations of unacceptable laboratory practices or procedures in the Contract lab or one of their third-party Sub-Contract labs. In the event the Contractor is notified by one of their third-party Sub-Contract labs of revocation of certification or of investigation of unacceptable laboratory practices, the Contractor shall notify the Water Quality Section Superintendent and Environmental Compliance Section Superintendent and propose another third-party Sub-Contract lab to meet AWWU's needs.
6. The results from the past three years of DMRQA, WS and WP studies and any additional blind proficiency testing from an EPA approved performance testing program shall be submitted to AWWU whether graded "acceptable" or "not-acceptable" by the PT provider.

### **3.3 QUALITY AND TIMELINESS OF DELIVERABLES**

Monitoring and reporting requirements have been identified by EPA as one of the most common violations. Enforcement actions, including civil penalties and fines, can be triggered based on: failure or delay to timely submit electronic or written data, reporting of erroneous data, falsification of data.

### **3.4 INFORMATIONAL DOCUMENTS (PROVIDED BY AWWU)**

See section 8 of the RFP.

## **SECTION 4 - PROPOSAL AND SUBMISSION REQUIREMENTS**

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals shall not exceed twenty (25) pages in length (excluding letter of transmittal, resumes, Quality Assurance Program Plans, PT results, cover page, table of contents, required attachments, and dividers). Information in excess of those allowed will not be evaluated/scored. One page shall be interpreted as one side of a single-spaced, letter size sheet (8-1/2" X 11"). Excess pages will be removed prior to evaluation, which could result in incomplete responses and lower scores.

### **4.1 COVER PAGE**

Show the RFP number and subject, the firm name, address, telephone number(s), facsimile machine number(s), name of contact person, contact person's email address and date.

### **4.2 TABLE OF CONTENTS**

List the proposal's sections with page numbers. Include the RFP Evaluation Criteria.

### **4.3 LETTER OF TRANSMITTAL (LIMITED TO ONE (1) PAGE)**

**4.3.1** Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.

**4.3.2** List your company's contact for this RFP along with their phone number and email address.

**4.3.2** Provide the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.

**4.3.4** **The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.**

### **4.4 EVALUATION CRITERIA**

#### **4.4.1 Project Approach/Project Management Plan**

An in-depth discussion of the proposer's understanding of the project and proposed approach, including a detailed work plan. Proposers should demonstrate their awareness of the project requirements under this topic. This section should include any specific thoughts, enlightenments or recommendations that the proposer desires to bring forward which are not necessarily discussed in this RFP, and that will further demonstrate their firm's capabilities to exceed those of mutually competing firms.

#### **4.4.2 Key Project Personnel Qualifications and Experience**

Specific qualifications and past experience of the assigned project manager and key project personnel. Based upon the proposed project schedule, note any and all conflicts regarding the availability and physical location of the project manager assigned to this Contract and other key personnel.

A project team schematic or organizational chart which includes the personnel to be assigned to the project with related tasks to be performed under this contract for each person assigned; a statement of staff availability and commitment to the project and staff physical/geographical location; project schedule indicating key milestones and indicators of progress; coordination skills with AWWU stakeholders and political subdivisions of the federal, state and other municipal agencies.

#### **4.4.3 Firm Qualifications and Experience**

Describe specific qualifications of the firm and list experience in working with the AWWU Water Quality Section's Laboratory Services staff and the Environmental Compliance Section's Industrial Pretreatment staff. Highlight major accomplishments or enhanced service in historical service to this laboratory. This information should document the lab's current certifications and past performance testing for the proposer's laboratory and any intended subcontracted laboratories. Demonstrate the laboratory's awareness of analytical testing requirements for regulatory compliance with drinking water, wastewater and industrial pretreatment. Submit MDL, PQL, and MRL for each requested analyte for which the firm proposes to conduct contract analyses under this contract.

#### **4.4.4 Customer Service**

Describe the laboratory location where the primary services are to be provided and the ability to meet in-person with Department personnel when required during the performance of the contract. Describe the laboratory's ability to notify and report data to the AWWU Water Quality Section Superintendent and Environmental Compliance Section Superintendent. This includes all analytical testing, performance testing and changes in any relevant laboratory certification. Describe to what extent the local laboratory could provide the AWWU Water Quality laboratory with sampling supplies on an as-needed basis. Include how the primary laboratory can keep the AWWU Water Quality Section laboratory current on regulatory and analytical requirements.

#### **4.4.5 Laboratory Quality Management**

A Laboratory Quality Assurance Program Plan(QAPP) must be included in electronic or hard copy. This includes QAP plans from subcontracted laboratories the proposer intends to utilize throughout the term of the Contract to meet AWWU's requested analytical needs. Provide a summary of historical performance testing from at least the past 3 years on all analytical testing to be contracted. Describe the historical certification/s achieved by the proposer's lab and any subcontract labs intended to be utilized through initial performance of this Contract. Include deviations from certification and corrective action to regain any certification. Provide the methods, detection limits, practical quantitation

limits and minimum reporting limits for all proposed subcontracted analyses for the laboratories who will conduct the testing. Describe the procedures to handle reported data that seems questionable and any request for reanalyzing samples. Describe the EPA approved methods and instrumentation that will be employed for requested analyses.

#### **4.4.6. Analytical Costs**

In order to achieve the highest degree of comparability between proposals, AWWU requests that all incidental costs such as shipping, level three reporting, hard copy reporting, electronic data reporting, and/or specialized AWWU reporting requirements associated with performance of this Contract be included in the per unit costs of the analyses requested in the bid sheets. That is, all costs that would be incurred by AWWU for analyzing a sample in-house or subcontracting to a Third-Party laboratory shall be included in the normal turn-around-time (TAT) per analysis costs based upon the stated number of samples AWWU anticipates may be submitted during the life of this Contract.

Although not part of the proposal evaluation process, AWWU also requests each proposer submits their policy as it regards requests for RUSH TAT and how AWWU will be invoiced for 7-Day, 5-Day, 3-Day and 24hour accelerated TAT's on a percentage basis of the quoted Normal 10 Business-Day TAT prices provided in their original bid sheets. (i.e. 24hour RUSH TAT = 200% Normal TAT Prices)

**ANY PROPOSALS WHICH DO NOT PROVIDE UNIT PRICING FOR ALL OF THE REQUESTED ANALYSES SHALL BE DEEMED INCOMPLETE AND NOT CONSIDERED FOR AWARD (ATTACHMENTS A-D).**

#### **4.4.7. Data Deliverables and Reports**

Describe the laboratory and subcontract laboratories' role in meeting reporting requirements of Federal Agencies, AWWU's Water Quality Section and AWWU's Environmental Compliance Section. Include procedures for notification of data that would violate the Safe Drinking Water Act requirements, Clean Water Act requirements and NPDES/APDES permit effluent limitations AWWU is subject to. Include the reporting and communication of results to the Water Quality Section Superintendent and Environmental Compliance Section Superintendent.

## SECTION 5 - EVALUATION CRITERIA AND PROCESS

### 5.1 EVALUATION CRITERIA

Proposals will be evaluated and ranked on the following criteria and point range respectively.

- |   |                      |
|---|----------------------|
| <b>5.1.1 Project Approach/Project Management Plan</b>   | <b>0-10 Points</b>   |
| <ul style="list-style-type: none"> <li>• Understanding of Request for Proposal and Scope of Work</li> <li>• Work plan</li> </ul>  |                      |
| <b>5.1.2 Key Project Personnel Qualifications &amp; Experience / Project Management Plan</b>  | <b>0-10 Points</b>   |
| <ul style="list-style-type: none"> <li>• Project manager</li> <li>• Team personnel</li> <li>• Staff physical/geographical</li> <li>• Project team organization</li> <li>• Staff / project manager availability, commitment to project and location</li> <li>• Coordination with approving agencies and stakeholders</li> </ul>  |                      |
| <b>5.1.3 Firm Qualifications and Experience</b>   | <b>0-20 Points</b>   |
| <ul style="list-style-type: none"> <li>• Directly related experience and qualifications</li> <li>• Past performance with AWWU Water Quality and Environmental Compliance Sections</li> <li>• Experience with water and wastewater testing and reporting protocols</li> <li>• Knowledge of regulatory testing and reporting requirements</li> <li>• Ability to achieve lowest MDL's, PQL's, and MRL's for the requested analyses</li> <li>• Experience and current knowledge of approved analytical testing methodologies</li> </ul> |                      |
| <b>5.1.4 Customer Service</b>   | <b>0 - 10 Points</b> |
| <ul style="list-style-type: none"> <li>• Ability of project manager and key personnel to meet in-person with laboratory and IPP staff personnel as required</li> <li>• Timeliness of data reporting - normal and rush testing</li> <li>• Notification and communication of questionable data or sample issues</li> <li>• Knowledge of regulatory testing requirements</li> <li>• Ability to provide sampling supplies and chemicals</li> </ul>  |                      |
| <b>5.1.5 Laboratory Quality Management</b>  | <b>0 - 20 Points</b> |
| <ul style="list-style-type: none"> <li>• Quality Assurance Program Plan (QAPP) and testing procedures</li> <li>• Historical performance for AWWU Water Quality and Environmental Compliance Sections.</li> <li>• Performance Testing (PT) data and EPA/State approved certifications</li> <li>• Demonstration of capability for methods and detection limits</li> <li>• Willingness to reanalyze samples on questionable results</li> <li>• Latest instrumentation and methods employed</li> </ul>                                  |                      |

**5.1.6 Analytical Costs 0 - 10 Points**

- Specific costs of testing detailed on bid sheets
- Costs for other relevant analytical testing not expected based on bid sheets, but provided for information to the
- Other costs not covered under this contract, but anticipated by the proposer

**5.1.7 Data Deliverables and Reports 0 - 20 Points**

- Electronic data deliverables to agencies
- Electronic, written, oral reports to AWWU Water Quality and Environmental Compliance Sections.

**TOTAL POSSIBLE SCORE 100 POINTS  
MAXIMUM**

**5.2 QUALITATIVE RATING FACTOR**

Firms will be ranked using the following qualitative rating factors for each RFP criteria:

- 1.0 Outstanding
- .8 Excellent
- .6 Good
- .4 Fair
- .2 Poor
- 0- Unsatisfactory

The rating factor for each criteria category will be multiplied against the points available to determine the total points for that category.

EXAMPLE: If an evaluator decides that the response provided for a criterion that has a maximum of 30 points was “Good,” they will assign a “qualitative rating factor” of 0.6 to that criterion. The qualitative rating factor is then multiplied by the maximum points available (30) for a resultant 18 points.

**5.3 Quantitative Evaluation Criterion**

**5.3 Quantitative Evaluation Criterion**

If Cost is an evaluation criterion then the following shall be used:

The award of the “cost” points will be determined by the calculation shown below. The lowest cost proposal will receive the maximum number of points awarded for the “cost” criteria:

$$\frac{\text{Lowest cost proposal} \times \text{Maximum \# points for category}}{\text{Cost of proposal being scored}}$$



**EXAMPLE**

Method used to convert Total Cost to Points (30 Points Maximum)

**[STEP 1]**

List all proposal costs.

|             |   |          |
|-------------|---|----------|
| Proposer #1 | - | \$40,000 |
| Proposer #2 | - | \$45,000 |
| Proposer #3 | - | \$48,000 |

**[STEP 2]**

The RFP awards a maximum of 30% (30 points) of the total of 100 points for fee schedule.

**Proposer #1 receives 30 points.**

Proposer #1 receives 30 points (the max) because they submitted the lowest cost proposal.

**Proposer #2 receives 26.7 points.**

$$\frac{\$40,000 \times 30}{\$45,000}$$

**Proposer #3 receives 25. points.**

$$\frac{\$40,000 \times 30}{\$48,000}$$

**5.3 EVALUATION PROCESS**

A committee of individuals representing the Municipality of Anchorage will perform an evaluation of the proposal(s). The committee will rank the proposal(s) as submitted. The Municipality of Anchorage reserves the right to award a contract solely on the written proposal.

The Municipality also reserves the right to request oral interviews with the highest ranked firms (short list). The purpose of the interviews with the highest ranked firms is to allow expansion upon the written responses. If interviews are conducted, a maximum of three (3) firms will be short-listed. A second score sheet will be used to score those firms interviewed. The final selection will be based on the total of all evaluators' scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as for the first. The highest ranked Proposer after the second scoring, if

performed, may be invited to enter into final negotiations with the Municipality for the purposes of contract award.

## **SECTION 6 - SELECTION PROCESS**

The Proposer with the highest total evaluation points may be invited to enter into contract negotiations with the Municipality of Anchorage. If an agreement cannot be reached, the second highest Proposer may be contacted for negotiations. This process may continue until successful negotiations are achieved. However, the Municipality reserves the right to terminate negotiations with any Proposer should it be in the Municipality's best interest. The Municipality of Anchorage reserves the right to reject any and all proposals submitted.

## **SECTION 7 - SAMPLE CONTRACT**

All Proposers must carefully read and review the attached Sample Contract (ATTACHMENT E). The final Contract with the Municipality of Anchorage will be substantially similar to it.

If a Proposer wishes to make changes to the Sample Contract, the proposed changes must be submitted with the proposal. All desired changes must be submitted in a separate document, and must be clear, legible, and conspicuous. The Proposer must also provide the rationale for all proposed changes. No changes will be considered until after the highest scored proposal(s) has been determined.

IF NO CHANGES ARE SUBMITTED WITH THE PROPOSAL, IT IS UNDERSTOOD THAT THE TERMS AND CONDITIONS OF THE SAMPLE CONTRACT HAVE BEEN ACCEPTED.

## **SECTION 8 - ATTACHMENTS**

Attachment A - AWWU Bid Sheet – DW Samples Summary  
Attachment B - AWWU Bid Sheet – WW Samples Summary  
Attachment C - AWWU Bid Sheet – RW Samples Summary  
Attachment D - AWWU Bid Sheet – IPP Samples Summary  
Attachment E - Sample Contract