

**City of Yuba City
Staff Report**

Date: February 2, 2010
To: Honorable Mayor & Members of the City Council
From: General Services
Presentation By: Devin Barber, General Services/IT Director

Summary

Subject: Award of Laboratory Services (Request For Proposal No. 10-06)

Recommendation:

- a) Award toxicity and microbiological laboratory services to Sierra Foothill Laboratory of Jackson, CA in the amount of \$35,000.
- b) Award laboratory services to Caltest Analytical Laboratory of Napa, CA in the amount of \$110,000.

Fiscal Impact:

\$115,000	8140-62701 Laboratory Professional Services
\$30,000	8140-62725 Laboratory Commercial Laboratory expenses.

Background:

The City of Yuba City is required by State and Federal regulation to monitor and report water quality data for drinking and wastewater systems. Water quality testing must be conducted by a State certified laboratory for compliance reporting purposes. The City of Yuba City Laboratory maintains State certification in most of the compliance testing required, but lacks certification for a few of the the testing procedures performed infrequently. A laboratory professional services request for proposal was prepared for the needed test procedures.

This laboratory services proposal places a priority on laboratory quality. State and Federal regulation, emerging environmental issues and public access to data is demanding environmental laboratories to provide high quality data. False-positive or erroneous data places the City at risk of additional discharge permit limitations, unnecessary expensive facility upgrades and non-compliance penalties.

An example of erroneous data being reported to the City was discovered in 2002 when the City applied to the Regional Water Quality Control Board to renew the wastewater discharge five year permit. Discharge permit limits were highly dependent upon this one incorrect value, which resulted in certain effluent limitations being calculated improperly and set extremely low. Because of this laboratory error, the City was at risk of:

- Potentially not being able to accept new businesses into the City due to stringent wastewater discharge permit limits.

- Having to build, operate and maintain expensive additional wastewater treatment facilities such as reverse osmosis in order to meet discharge permit limits.
- Exposing the City to wastewater regulatory fines, penalties and poor customer relations if permit limitations were exceeded.

Fortunately, test data from another more precise instrument on the same sample was available and archived which disproved the initial erroneous data. In addition, considerable resources were spent by City staff and consultants researching and correcting the data.

The initial agreement period for this contract is for one year. The contract may be extended annually on a year-to-year basis but no more than four extensions will be given or five years total.

Analysis:

General Services and Utilities Department staff developed specifications and evaluation criteria for these professional services. A formal request for proposals was developed and advertised. Nine vendors received proposal notification and the City received eight responses. The eight proposals were evaluated by a panel consisting of three Laboratory Managers; one from the City two from outside agencies. The evaluation criteria and points are listed in the following table:

EVALUATION CRITERIA	POINTS
Experience, education and credentials	20
Laboratory Capabilities	20
Performance Evaluation	15
Past Experience with Committee and vendor	15
Cost	15
References	15

The overall results of the professional services evaluation are as follows:

Vendor	Lab Quality Composite Score	Toxicity and Micro \$	Remaining Categories \$
Sierra Foothill Laboratory Jackson, CA	82.42	\$32,440	Not bid
Caltest Laboratory Napa, CA	82.23	\$81,602	\$168,162
Frontier Geo Science Seattle, WA	81.83	Not bid	\$19,050 *
California Laboratory Services Rancho Cordova, CA	77.50	\$19,820	\$95,875
Basic Laboratory Redding, CA	75.20	\$35,000	\$84,616
Moore Twining Fresno, CA	74.22	Not bid	\$61,450
Alpha Analytical Laboratories Ukiah, CA	70.43	Not bid	\$69,355 *
Sierra Analytical Laboratories Laguna Hills, CA	69.35	Not bid	\$67,990 *

* Did not bid all categories.

Two vendors were chosen for their qualifications and laboratories capabilities to provide the necessary level of service and test quality. The proposal was for ten areas of service and contains bid pricing for test methods that may or may not be conducted annually. One vendor will be responsible for two areas and the other vendor will be responsible for eight areas.

The proposal does not obligate the City to award all areas to a single laboratory. Caltest supplied pricing for toxicity and microbiological services through third vendors (Pacific Ecorisk, Fairfield, Ca. and BioVir, Benicia, Ca.). Pacific Ecorisk and BioVir are high quality laboratories; however, Sierra Foothill Laboratory testing services are of equal quality and \$49,162 less per year.

Fiscal Impact:

\$115,000 8140-62701 Laboratory Professional Services
 \$30,000 8140-62725 Laboratory Commercial Laboratory expenses.

The City is reimbursed for test services sub-contracted by the City on behalf of commercial clients. Reimbursement is approximately \$20,000 annually.

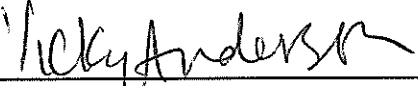
Alternatives:

- 1) Reject the proposals
- 2) Request new proposal process
- 3) Do not award

Recommendation:


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Prepared By:



Vicky Anderson
Analyst

Submitted By:



Steven R. Jepsen
City Manager


Reviewed By:

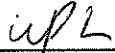
Department Head


Utilities

Finance

City Attorney







OK by email

STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of Feb 20 10 in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and Sierra Foothill Laboratory, hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows:

As per RFP10-06 Laboratory Services

The provisions on the next page hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

CITY OF YUBA CITY,

A MUNICIPAL CORPORATION

CONTRACTOR

By: _____

Title: _____

Name: Sierra Foothill Laboratory Inc

Address: PO Box 1268

Jackson CA 95642

By: Sandra Nurse

Title: President

License No. NELAP CA06245

TERMS AND CONDITIONS

1. The contractor detailed on the front side of this order will hereinafter be referred to as Contractor. The City of Yuba City will hereinafter be referred to as The City.
 2. The contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material people, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
 3. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
 4. The City may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
 5. Without the written consent of the City, this agreement is not assignable by Contractor either in whole or in part.
 6. Time is of the essence in this agreement.
 7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
 8. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
 9. All equipment, supplies and services sold to the City shall conform to the general safety orders of the State of California.
 10. The City reserves the right to withhold payment until orders completed and/or accepted by the City.
- Item 11 x is is not applicable to this agreement.
11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.

STANDARD AGREEMENT

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CITY OF YUBA CITY,

A MUNICIPAL CORPORATION

CONTRACTOR

By: _____

Title: _____

Name: Caltest Analytical Laboratory

Address: 1885 N. Kelly Rd

Napa CA 94558

By: [Signature]

Title: Vice President

License No. _____

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