



	Approved	Denied
Date Action Taken:	6/9/08	
Other:		
Verified by:	Prom. Yes	

**WASILLA CITY COUNCIL ACTION MEMORANDUM**

**AM No. 08-31**

**TITLE: AWARD OF A THREE (3) YEAR CONTRACT WITH ALASKA PACIFIC ENVIRONMENTAL SERVICES ANCHORAGE, LLC DBA ALASKA WASTE IN THE AMOUNT OF \$17,411.00 FOR SOLID WASTE DISPOSAL SERVICES FOR CITY FACILITIES.**

Agenda of: June 9, 2008

Date: May 15, 2008

Originator: William A. Miller, Purchasing/Contracting Officer *WAM*

Route to:	Department	Signature/Date
X	Police Chief Youth Court, Dispatch, Code Compliance	
X	Culture and Recreation Services Manager Library, Museum, Sports Complex	<i>Duke Calk</i>
X	Public Works & Recreation Facility Maintenance Director	<i>[Signature]</i> 5/28/08
X	Finance, Risk Management & MIS Director Purchasing	<i>Ch. J. Alvarin CFO</i>
X	Deputy Administrator Planning, Economic Development, Human Resources	<i>Maryn Lyder</i>
X	City Clerk	<i>Prom. Yes</i>

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

**FISCAL IMPACT:**  yes \$17,411.00 or  no Funds Available  yes  no

Account name/number:

001-4330-433.40-12	PW-Properties-Waste Disposal	\$6,958. <del>80</del> <sup>9.00</sup>
001-4520-452.40-12	PW-Parks-Waste Disposal	\$4,692. <del>60</del> <sup>3.00</sup>
310-4351-435.40-12	PW-Sewer Plant-Waste Disposal	\$909.00
330-4370-437.40-12	PW-Airport-Waste Disposal	\$1600. <del>20</del> <sup>00</sup>
340-4530-453.40-12	MUSC- Waste Disposal	\$3250. <del>40</del> <sup>00</sup>

Attachments: Bid response from Alaska Waste

**SUMMARY STATEMENT:** In accordance with WMC 5.08.120, on April 15, 2008, the City of Wasilla issued Invitation to Bid 0686-0-2008/MM for Solid Waste Disposal services. The objective of the procurement is to secure a long term contract with a qualified firm to provide solid waste disposal services for City facilities. The services include container rental and ancillary equipment, refuse collection, refuse disposal at a State of Alaska Department of Environmental Conservation (SOA-DEC) approved site,

and necessary permits/licenses to provide refuse services. Rental are be inclusive of all necessary maintenance and repair to maintain all equipment in a fully function status. The contract resulting from this solicitation shall be effective July 1, 2008 through June 30, 2011. (See attached Invitation to Bid response.)

A single proposal was received from Alaska Pacific Environmental Services Anchorage, LLC dba Alaska Waste (Alaska Waste). Alaska Waste is the current waste disposal contractor for the City and has been conducting these duties since they purchased Valley Waste in 2007. Following a final review of the Alaska Waste bid to ensure it conformed in all material aspects to the solicitation, the Purchasing/Contracting Officer released the bid matrix (below).

Vendor Name	Alaska Pacific Environmental Services Dba Alaska Waste	Raven Refuse
Date Received	5/15/2008	No Bid Received
Total Annual Cost – Regular Service:	\$17,253.00	
Total Annual Cost – Extra Service:	\$157.70	
Total Annual Contract Cost	\$17,410.70	
Year Two Increase:	Zero increase	
Year Three Increase:	Zero increase	
Year Four Increase:	Zero increase	
Year Five Increase:	Zero increase	
Award Bid To:	<b>X</b>	

**ACTION:** Council is requested to authorize the award of a three (3) year contract effective July 1, 2008 for solid waste disposal services to Alaska Waste in the amount of \$17,411.00 per year. The City may terminate this contract, and Alaska Waste 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. 0686-0-2008/WM**

**Solid Waste Disposal Services**

## RELEASE DATE

**April 15, 2008**

## SUBMISSION DEADLINE & BID OPENING TIME

**May 15, 2008**

A company or individual that submits a bid MUST be on the official City of Wasilla planholders list which is maintained at: [http://www.demandstar.com/supplier/bids/agency\\_inc/bid\\_list.asp?f=search&mi=712050](http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=712050). 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 12 – 15.

**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. Bids sent by special mail (UPS, Overnight, Fed-Ex., etc.) that do not arrive by bid opening time and date **WILL NOT BE ACCEPTED.**

This **entire document and any amendments if applicable** to this bid must be **COMPLETED IN ITS ENTIRITY** and 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 these requirements 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: The skill/experience demonstrated by bidder in performing contracts of a similar nature. The bidder's record for honest and integrity. The bidder's capacity to perform in terms of facilities, personnel and financing. 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:**

- a. This procurement is being conducted in accordance with WMC 5.08.110.
- b. 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.
- c. Pursuant to WMC 5.08.110, responsible bids must conform to all standards and specifications in the Invitation to Bid.
- d. 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.
- e. 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:
    - i. Holds current State of Alaska, City of Wasilla and Matanuska-Susitna Borough business licenses;
    - ii. 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
    - iii. 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.
  - d. 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.

- e. 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.
- f. In awarding contracts for the purchase of goods and services, whenever two or more lowest bids are identical, the Purchasing Officer shall:
  - i. 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.
  - ii. 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.
- g. 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.
- h. Pursuant to WMC 5.08.110 all bids must:
  - i. Be in writing and signed.
  - ii. Be sealed or, if the bid is submitted electronically, secured by an electronic equivalent of a seal, as approved by the Purchasing Officer.
  - iii. Be opened and read publicly by the Purchasing Officer as they are opened.
- i. 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:
  - i. The location of the using department to be supplied.
  - ii. The qualities of the goods or services to be supplied.
  - iii. The experience of the bidder, the bidder's employees and/or the bidders subcontractors.
  - iv. The total cost of ownership of the goods to be supplied.
  - v. Except as otherwise provided in paragraph (5), the conformity of the goods or services to be supplied with the specifications.
  - vi. 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:
    - 1. The specifications of the alternative goods or services meet or exceed the specifications of the article listed in the original invitation for bids;
    - 2. The purchase of the alternative goods or services results in a lower price; and
    - 3. The Purchasing Officer deems the purchase of the alternative goods or services to be in the best interest of the City of Wasilla.
  - vii. The purposes for which the goods or services to be supplied are required.
  - viii. The dates of delivery of the goods or services to be supplied.
  - ix. The safety record of the bidder, the bidder's employees and/or the bidders subcontractors.
- j. When determining the purchase of goods, the Purchasing Officer will consider the "total cost of ownership" which includes, but is not limited to:
  - i. The history of maintenance or repair of the goods;
  - ii. The cost of routine maintenance and repair of the goods;
  - iii. Any warranties provided in connection with the goods;
  - iv. The cost of replacement parts for the goods; and
  - v. The value of the goods as used goods when given in trade on a subsequent purchase.

- k. Pursuant to WMC 5.08.110(D.1.), the Purchasing Officer may allow a person to withdraw his bid if:
  - i. The Purchasing Officer believes that an obvious error has been made by the person which would cause him financial hardship; and
  - ii. The contract has not yet been awarded.
- l. 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.
- m. 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.
- n. 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.
- o. 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.
- p. 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.
- q. Prices offered in bids are an irrevocable offer for the term of the contract and any contract extensions unless otherwise specified.
- r. The Purchasing Officer's acceptance of a bid through a written Notification of Award will create a binding contract.
- s. Sanctions for breach of contract and penalties may be assessed by the Purchasing Officer.
- t. Tabulations of the bid evaluation are available to all bidders via Demandstar.com or by contacting the Purchasing Officer.
- u. 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. **TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND/OR SERVICES:**

- a. **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.
- b. **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.

- c. **DEFINITIONS:** "City" means the City of Wasilla and any city department identified herein.
- d. **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.
- e. **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.
- f. **TERMINATION:**
  - i. 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.
  - ii. 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.
  - iii. 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:
    - 1. 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
    - 2. 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
    - 3. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
    - 4. If the City materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
    - 5. 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



6. 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.
  7. 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.
  8. 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:
  9. 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;
  10. 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.
- g. **REPRESENTATIONS:** Contractor represents and warrants to the City:
- i. **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.
  - ii. **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.
4. **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.
5. **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.

6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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. 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"
- j. 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.
- k. 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 mail to the address shown below.
- l. 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.
- m. 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.
- n. 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.
- o. 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.
- p. 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.

- q. Bidders must adhere to all regulatory requirements including Clean Air Act 32 USC 1857(h) Section 306, etc., Byrd Amendment 31 USC 1352, "Debarment and Suspensions", Executive Order 12549, Americans with Disabilities Act PL 101-336, Energy Policy and Conservation Act PL 94-63, 89 Stat. 871, "Equal Employment Opportunity", Executive Order 11246, and Copeland "Anti-Kickback" Act 18 USC 874 or 29 CFR Part 3.

- 13. **LOCAL EMPLOYMENT PREFERENCE:** Alaska Statute 36.10.010 states "In the performance of contracts let by a municipality for construction, repair, preliminary surveys, engineering studies, consulting, maintenance work or any other retention of services necessary to complete any given project, ninety (90) percent residents shall be employed where they are available and qualified. In all cases of public works projects, preference shall be given to residents. In an area which has been designated as an area impacted by an economic disaster, residents of that area shall be given employment preference as provided in AS 44.33.290 followed by other residents of the state.

- 14. **SPECIAL TERMS AND CONDITIONS:**

- a. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the bid opening is available through prearrangement with the Purchasing Officer.
- b. 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.
- c. 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 removal from bidder's list for a period of one year.
- d. **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.**
- e. The City of Wasilla reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The City reserves the right to conduct any tests it may deem advisable and to make all evaluations. The City also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the City to be in its best interest.
- f. Some city facilities have 24 hour camera surveillance systems that record all activity.

**SPECIFICATIONS & REQUIREMENTS for SOLID WASTE DISPOSAL SERVICES**

1. The City of Wasilla is soliciting bids from qualified bidders to provide solid waste disposal services for City facilities. The services shall include rental containers and ancillary equipment, refuse collection, refuse disposal at a State of Alaska Department of Environmental Conservation (SOA-DEC) approved site, and necessary permits/licenses to provide refuse services. Rental will be inclusive of all necessary maintenance and repair to maintain all equipment in a fully function status. The contract resulting from this solicitation shall effective July 1, 2008 through June 30, 2011.
2. It is the intent of the City of Wasilla to enter into a contract with a solid waste disposal company to provide hauling, dumping, and maintenance services for containers (dumpsters) utilized by the City. The successful bidder shall provide pickup at each dumpster site outlined on the bid matrix on pages thirteen (13) and fourteen (14) at the stated frequency. The City reserves the right to request additional pickup service. Bidders are requested to quote a price for both the stated frequency and extra pickup. The prices shown in the bid form matrix shall be the monthly charge for each service including both collection and disposal
3. Prices for services shall include but not be limited to:
  - a. container rental
  - b. hauling and disposal of contents at an SOA-DEC approved site
  - c. dump fees
  - d. re-setting and maintaining dumpster and equipment
4. Unit prices shall be based on the size of container and the frequency required for any location requested by the City of Wasilla.
5. The City reserves the right to add or delete services at any time for any location or quantities of containers at the contracted unit prices during the contract period. The quantities and locations enumerated herein are intended to provide an overview as related to an estimated volume. The City reserves the right to vary both these quantities and locations at any given time. The quantities provided are estimates only and are in no way binding upon the City of Wasilla. The City reserves the right to increase or decrease quantities as needed.
6. The City will allow the successful bidder to utilize a fuel adjustment twice a year for the services provided under this bid. Bidders shall submit with the bid response the current procedures used and/or the preferred method in which the fuel adjustment will be calculated. A detail of the calculation process must also be submitted. Bidders shall also submit an example from the previous 6 months on how they calculated for fuel adjustments. The successful bidder shall submit to the Purchasing Officer every 6 months during the contract period a detailed calculation for the fuel adjustment for next 6 months of the contract.
7. Questions concerning this solicitation shall be sent, in writing, to City of Wasilla, ATTN: William Miller, 290 E. Herning Avenue, Wasilla, AK 99654 or email to [wmiller@ci.wasilla.ak.us](mailto:wmiller@ci.wasilla.ak.us).

MANDATORY REFERENCE INFORMATION – ALL FIELDS MUST BE COMPLETED	
BUSINESS NAME: <u>CREWS - N - Services</u> ADDRESS: <u>306 N. Hatcher ST</u> CITY: <u>Palmer</u> STATE: <u>AK</u> ZIP: <u>99645</u>	CONTACT NAME & PHONE NUMBER: <u>Leslie CREWS 232-1259</u>
BUSINESS NAME: ADDRESS: CITY: STATE: ZIP:	CONTACT NAME & PHONE NUMBER:

Regular Service						
Dumpster Service (Location)	Container Size	Number of Containers	Pick up Frequency	Monthly Container Rental Fee	Monthly Service Fee	Cost per Extra Call-out
Museum (323 Main Street)	6 cubic yard	1	Weekly	\$ 30.00	\$ 163.30	\$ 68.45
City Hall (290 E. Herning Avenue)	6 cubic yard	1	Weekly	\$ 30.00	\$ 163.30	\$ 68.45
Wasilla Police Department (1800 E. Parks Highway)	6 cubic yard	1	Weekly	\$ 30.00	\$ 163.30	\$ 68.45
City Greenhouse - Seasonal (191 E. Centaur Avenue)	3 cubic yard	1	Weekly	\$ 20.00	\$ 113.35	\$ 36.38
Sewer Treatment Plant (2900 E. Jude Street)	2 cubic yard	1	Weekly	Ø	\$ 75.75	\$ 25.69
Airport (900 S. Beacon Street)	3 cubic yard	1	Weekly	\$ 20.00	\$ 113.35	\$ 36.38
Container Service (Location)	Container Size	Number of Containers	Pick up Frequency	Monthly Container Rental Fee	Fee per Haul (Not including Borough Dump Fee)	Cost per Extra Call-out
City Shop (835 Blind Nick)	35 yard roll off	1	As notified by the City	\$ 100.00	\$ 157.70	\$ 157.70
Multi-Use Sports Complex (1001 S. Mack Drive)	40 yard roll off	1	As notified by the City	\$ 100.00	\$ 157.70	\$ 157.70

Total Monthly Cost	\$ 330.00	\$1107.75	
Total Annual Cost (Monthly Cost x 12 months)	\$3960.00	\$13293.00	

**EXTRA SERVICE for SPRING CLEANUP WEEK**  
 (Citizens are allowed to bring garbage collected during the clean-up event, and dispose of it in containers attended by City personnel during the process.)

Location	Container Size	Number of Containers	Pick up Frequency	Container Rental Fee for three containers for the week	Fee per Haul (Not including Borough Dump Fee)	Cost per Extra Call-out
Spring Clean Up Week (a public location to be determined by the City - past locations have been the Fred Meyers parking lot or Carrs Safeway parking lot)	40 yard roll off	3	As notified by the City	Ø	\$ 157.70	\$157.70

Total Annual Contract Cost (Regular Service Total Annual Cost + Extra Service Cost)	\$3960.00	\$13450.70	
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Detail landfill dump fees, how they will be charged to the City, fuel surcharge adjustment calculations, and any other fees not listed above that will be charged the City:

Dump Fees Billed monthly and is a STRAIGHT PASS THRU.

Fuel Surcharge is 9.4% filed with (R.C.A.)  
 Regulatory Commission of ALASKA.



Year Two increase (effective July 1, 2009): Zero INCREASE

Year Three increase (effective July 1, 2010): Zero INCREASE

Year Four increase (effective July 1, 2011): Zero INCREASE

Year Five increase (effective July 1, 2012): Zero INCREASE

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: ALASKA PACIFIC ENVIRONMENTAL SERVICES DBA ALASKA WASTE

Contact Name: Jim Dicks E-Mail Address: JimD@AKWASTE.COM

Address: 2400 POLAR BEAR

City: WASILLA State: AK Zip: 99654

Telephone (907) 376-2158 Fax (907) 376 1632 Federal Tax ID No.: 91-2199897

Signed Jim Dicks

Print Name & Title Jim Dicks OPS MANAGER

Date 5-15-2008

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 Jim Dicks

EXCEPTIONS: Attached additional sheets if necessary.

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April 1, 2008

Tariff Advice Letter No. 16-692  
 Regulatory Commission of Alaska  
 701 West 8<sup>th</sup> Avenue, Suite 300  
 Anchorage, Alaska 99501

Re: Alaska Pacific Environmental Services Anchorage, LLC d/b/a Alaska Waste  
 Fuel Surcharge for Commercial Customers in the Anchorage, Eagle River,  
 Girdwood, Portage, Whittier and Mat-Su Areas

Dear Commissioners:

This tariff filing is transmitted to you by Alaska Pacific Environmental Services Anchorage, LLC d/b/a Alaska Waste (Alaska Waste) in compliance with the Alaska Public Utilities Regulatory Act and 3 AAC 48.200 – 3 AAC 48.430 and the Commission's directives for informational tariff filings issued in Order Nos. U-07-32(6)/U-07-33(5)/U-07-34(5)/U-07-35(5)/U-07-36(6).

Alaska Waste, through its undersigned consultants, revises the following tariff sheet:

Tariff Sheet Number		Cancels Sheet Number		Schedule or Rule Number
Original	Revised	Original	Revised	
	131, 2nd		131, 1st	Additional Rates and Charges

With this filing, Alaska Waste implements a 5.4% fuel surcharge that will apply to all refuse collection services for its commercial customers in Anchorage, Eagle River, Whittier, Portage and Girdwood, with the exception of per pound municipal landfill charges for Roll-On/Roll-Off customers. In addition, with this filing, Alaska Waste implements a 9.4% fuel surcharge that will apply to all refuse collection services for its commercial customers in the Mat-Su Borough service area, with the exception of borough landfill charges for Roll-On/Roll-Off customers.

The basis for Alaska Waste's fuel surcharge is a pattern of steadily increasing fuel prices. With the cost of diesel fuel continuing to rise rapidly, Alaska Waste is unable to continue to absorb these increased costs. Although Alaska Waste wished to avoid taking this action, the magnitude of recent fuel cost increases no longer allows it to do so.

Alaska Waste reviewed its current fuel costs to arrive at the proposed fuel surcharge. As part of the process of determining an appropriate fuel surcharge, Alaska Waste also compared its fuel costs to existing published diesel price indexes which are widely used to calculate fuel surcharges for trucking and transportation industries.

Alaska Waste found a strong correlation between its actual fuel cost and national indexes published by the U.S. Government, Energy Information Administration. A comparison of fuel prices to the national indexes indicates that Alaska is following the national trend of skyrocketing fuel prices. For example, for the time period between January 2005 and early March 2008, Alaska Waste found that its actual invoice prices and national diesel index prices had both increased by 98%.<sup>1</sup>

Alaska Waste will continue to monitor its fuel cost, national indexes and local conditions and consider future adjustments to the surcharge as warranted by the circumstances.

### Conclusion

Alaska Waste submits this tariff as an informational filing pursuant to directives issued in Order Nos. U-07-32(6)/U-07-33(5)/U-07-34(5)/U-07-35(5)/U-07-36(6), which exempt commercial refuse service from economic regulation and require informational tariff filings for commercial service. According to the Stipulation approved by that order, the Commission will not review tariff rates but will use tariff filings by commercial refuse utilities to confirm that all customers within a customer class are being treated equally, have notice of the rates to be charged for specific services, and that service will be provided in a safe, reasonable and non-discriminatory manner. Informational tariffs are generally allowed to go into effect after a thirty (30) day notice period to the public.

This filing will increase commercial rates but will not result in the termination of an existing service, conflict with any other schedule or rate, or will not in any other way adversely affect customers, or the public. This filing has no impact on regulated residential customer rates.

Alaska Waste expects that this tariff will go into effect after a thirty (30) day notice period to the public, or for bills rendered after May 1, 2008. Alaska Waste will inform the customers impacted by this fuel surcharge by publishing a notice in the Anchorage Daily News. The public notice is included with this filing as Attachment A.

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<sup>1</sup> <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

Alaska Waste Tariff Advice Letter No. 16-692  
Regulatory Commission of Alaska  
April 1, 2008  
Page No. 3

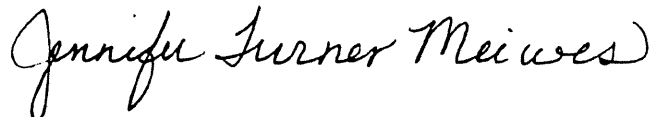
Any inquiries regarding this filing should be addressed to:

Tami Graff, Chief Financial Officer  
Alaska Waste  
6301 Rosewood Street  
Anchorage, AK 99518  
(907) 563-3717

Or:

Jennifer Turner Meiwes  
AKT LLP  
800 East Dimond Blvd., Suite 3-640  
Anchorage, AK 99515  
(907) 522-2129

Sincerely,

A handwritten signature in black ink that reads "Jennifer Turner Meiwes". The signature is written in a cursive, flowing style.

Jennifer Turner Meiwes  
AKT LLP  
Consultants to ALASKA WASTE

RCA NO. 692 Second Revision SHEET NO. 131

Canceling  
First Revision SHEET NO. 131

ALASKA PACIFIC ENVIRONMENTAL SERVICES  
ANCHORAGE, LLC d/b/a ALASKA WASTE  
SECTION 500  
ADDITIONAL RATES & CHARGES

**Area Wide Surcharges**

Fuel Surcharge for all Commercial Collection Services for Anchorage, Eagle River, Whittier, Girdwood, and Portage

The following fuel surcharge rate will be applied to all rates and charges for Commercial Services, with the exception of the per pound landfill charge for Roll-On/Roll Off service.

**Fuel Surcharge**

**5.4 percent**

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Fuel Surcharge for all Commercial Collection Services for the Mat- Su Area

The following fuel surcharge rate will be applied to all rates and charges for Commercial Services, with the exception of landfill charges for Roll-On/Roll Off service.

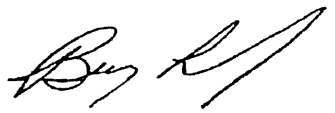
**Fuel Surcharge**

**9.4 percent**

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Tariff Advice No. TA16-692 Effective: May 1, 2008

Issued By: ALASKA PACIFIC ENVIRONMENTAL SERVICES ANCHORAGE, LLC d/b/a ALASKA WASTE



\_\_\_\_\_  
Bobby L. Cox

Title: General Manager

# MARSH

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
SEA-001072409-01

**PRODUCER**  
Marsh USA Inc.  
1031 W. 4th Avenue  
Suite 400  
Anchorage, AK 99501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

### COMPANIES AFFORDING COVERAGE

101567-ad-gauw-07-08

**INSURED**  
Alaska Pacific Environmental  
Services Anchorage, LLC  
D/B/A - Alaska Waste  
6301 Rosewood Street  
Anchorage, AK 99518

- COMPANY  
**A** ALASKA NATIONAL INSURANCE COMPANY
- COMPANY  
**B** EVANSTON INSURANCE COMPANY
- COMPANY  
**C** N/A
- COMPANY  
**D**

### COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below. THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Contractor's Pollution (\$1MM) <input checked="" type="checkbox"/> Deductible - \$10,000	07PKG01410	05/22/07	05/22/08	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	07E AS 58806	05/22/07	05/22/08	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	07E WS 58806	05/22/07	05/22/08	WC STATUTORY LIMITS OTHER FR \$ EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
Re: Bid Purposes Only- ITB-0686-0-2008/WM Solid Waste Disposal Services. Where required by contract. Certificate Holder is an Additional Insured on the General Liability & Business Auto policy only, subject to the terms, conditions and limitations of said policy and the additional insured endorsement. The general liability is primary & non-contributory. A Waiver of subrogation is in favor of all policies. This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS 21.34. It is not covered by the Alaska Insurance Guaranty Association Act, AS 21.80. This insurance was placed through

### CERTIFICATE HOLDER

City of Wasilla  
Attn: William Miller-Purchasing Officer  
290 E. Herring Ave  
Wasilla, AK 99654

### CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES OR THE ISSUER OF THIS CERTIFICATE

AUTHORIZED REPRESENTATIVE  
Marsh USA Inc  
BY: Jim Brady

*Jim Brady*

MM1(3/02)

VALID AS OF: 05/02/08

**ADDITIONAL INFORMATION**

SEA 001072409-01

DATE (MM/DD/YY)  
05/02/08

**PRODUCER**

Marsh USA Inc.  
1031 W. 4th Avenue  
Suite 400  
Anchorage, AK 99501

**COMPANIES AFFORDING COVERAGE**

COMPANY

E

COMPANY

F

101567-ad-gauw-07-08

**INSURED**

Alaska Pacific Environmental  
Services Anchorage, LLC  
D/B/A - Alaska Waste  
6301 Rosewood Street  
Anchorage, AK 99518

COMPANY

G

COMPANY

H

**NOTES**

CONTINUED FROM DESCRIPTION SECTION:

the following Surplus Lines Broker: Worldwide Facilities, Inc. Applies to Company "B" ONLY.

**CERTIFICATE HOLDER**

City of Wasilla  
Attn: William Miller-Purchasing Officer  
290 E. Herning Ave  
Wasilla, AK 99654

Marsh USA Inc.  
Jim Brady

*Jim Brady*