



CITY OF HOUSTON

Administration and Regulatory Affairs Department
Strategic Purchasing Division

Bill White
Mayor

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November 13, 2009

SUBJECT: Letter of Clarification No. 4
Preventive Maintenance and Repair Services on Varian Analytical
Instruments for Public Works & Engineering and Health & Human
Services Departments

REFERENCE: Invitation to Bid No.: S11-L23407

TO: All Prospective Bidders

This Letter of Clarification is issued for the following reasons:

• **To revise the above referenced solicitation as follows:**

1. In Section A **remove** page 2 of 46 and, **replace:** "with attached page 2 of 46 **Marked Revised November 13, 2009.**"
2. In Section B **remove pages** 6-7, 9, 12-13 of 46 and, **replace:** "with attached pages 6-7, 9, 12-13 of 46 **Marked Revised November 13, 2009**"

3. **Electronic Bid Form:**

Several line items on the electronic bid form have been deleted; therefore, it is strongly recommended that each bidder review the revised electronic form on the e-bidding site and resubmit their bid based on the line items currently on the electronic bid form.

Note: Due to the changes that were made, this will invalidate Vendor's bid. You must verify the bid form for changes and re-submit your bid.

When issued, Letters of Clarification shall automatically become a part of the bid documents and shall supersede any previous specification and/or provision in conflict with the Letter of Clarification. It is the responsibility of the bidders to ensure that it has obtained all such letters. By submitting a bid on this project, bidders shall be deemed to have received all Letters of Clarification and to have incorporated them into this bid.

If you have any questions or if further clarification is needed regarding this solicitation, please contact me at 832-393-8750.

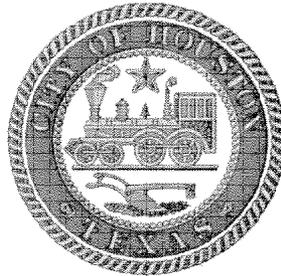
Sincerely,



Gloria Jordan-King
Sr. Procurement Specialist
832-393-8750

Partnering to better serve our customers...

SECTION A



**PREVENTIVE MAINTENANCE AND REPAIR SERVICES ON VARIAN ANALYTICAL INSTRUMENTS
FOR PUBLIC WORKS & ENGINEERING AND HEALTH & HUMAN SERVICES DEPARTMENTS
BID INVITATION NO.: S11-L23407
NIGP CODE: 936-33**

To The Honorable Mayor
and Members of the City Council
of the City of Houston (the "City"), Texas:

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain **Preventive Maintenance and Repair Services on Varian Analytical Instruments for a three-year period for Various Departments**", which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "Contract"). This offer is made at the prices stated on the electronic Bid Form. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a Contract covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

If the City accepts the foregoing offer, this Bidder promises to deliver to the City Purchasing Agent of the City, five (5) original counterparts of said Contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article II of the Contract, all on or before the tenth (10th) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

The City reserves the right to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

If the City accepts the foregoing offer, this bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide for the City in accordance with attached Specifications.

Documents/forms must be downloaded from the City's Website at <https://purchasing.houstontx.gov>

6.0 Telephone Support:

6.1 The maintenance and repair services to be performed by the Contractor under this Agreement shall include the Contractor's telephone support for the equipment during normal business hours, under which the Contractor shall answer the Department's Contract Administrator's questions concerning the operation and maintenance of the instrument. There shall be no limit on the number of requests for Contractor's performance of telephone support that the Department's Contract Administrators may issue to the Contractor during normal business hours.

7.0 ~~Electron Capture Detector (ECD) Cleaning: (DELETED)~~

8.0 ~~Star Workstation Data Systems: (DELETED)~~

9.0 Items Excluded from Maintenance and Repair Services.

9.1 The maintenance and repair services to be performed by the Contractor under this agreement do not include for equipment problems caused by:

9.1.1 Contamination of the equipment by the City.

9.1.2 The City's electrical supply, gas supply, or cooling water supply to the equipment that is not in accordance with the requirements set forth in the operating manuals for such equipment that the manufacturer has provided to the City.

9.1.3 The City's usage of the equipment in a lab or room environment that is improper as defined by the operating manuals for such Equipment that the manufacturer has provided to the City.

9.1.4 The City's misuse or improper operation of the Equipment in a manner that is contrary to the operating manuals for such Equipment that the manufacturer has provided to the City.

9.1.5 The City's neglect of the Equipment.

10.0 Replacement Items:

10.1 Installation of Replacement Items/Parts:

10.1.1 The maintenance and repair services set forth in this Agreement include installation of all replacement items/parts necessary to restore the instrument to a fully operational condition. The Contractor's obligation to install replacement items/parts shall include the installation of all non-included replacement items/parts, as defined below:

10.0 Replacement Items: (continued)

10.1.2 Replacement Items/Parts Included in Maintenance and Repair Services

The maintenance and repair services set forth in this Agreement shall include the contractor's replacement of items/parts at no cost to the City, with the exception of the items/parts outlined in 10.3 below entitled "Obtaining Non-Included Replacement Item/Parts".

10.1.2.1 The following replacement items/parts shall be provided for gas chromatographs are as follows:

10.1.2.1.1 Gas chromatograph consumables, filters, injection and gas switching valves, pulse ionization detector lamps, electron capture detector reaction tubes, solvents and cells, flame photonization detector photo multiplier tubes, thermal conductivity detector filaments and thermionic specific detector beads.

10.1.2.1.2 ~~Software updates for Gas Chromatographs Star Workstation Version 5.51~~ **DELETED NO LONGER SUPPORTED**

10.1.2.2 The following replacement items/parts provided for atomic absorption spectrophotometers:

10.1.2.2.1 Atomic absorption consumables, source lamps, nebulizers, burners, and spray chambers.

10.1.2.2.2 Software update for Atomic Absorption Spectrophotometers: Spectra Atomic Absorption ~~Software Version 880~~ **Spectra AA, Version 5.1**

10.1.2.3 Obtaining Non-Included Replacement Items/parts.

10.1.2.3.1 In the event that, in the course of its performance of the maintenance and repair services set forth in this Agreement, the Contractor determines that an equipment item being maintained or repaired requires a non-included replacement item/Part to restore it to fully operational condition. The Contractor shall notify the Department's Contract Administrator in a written "Non-Included Replacement Item Notice" of the specific non-included replacement item/Part required (including all identifying information necessary to precisely identify the Replacement Item - i.e., all serial/part numbers) as well as the price the Contractor intends to charge to provide such a non-included replacement item to the City as listed in "Fee Schedule H."

10.1.2.3.2 Following the Department's Contract Administrator's receipt of a Non-Included Replacement Item/Part Notice from the Contractor, the Department's Contract Administrator's has the option of:

10.1.2.3.2.1 Purchasing the Non-Included Replacement Item/Part from the Contractor under this Agreement at the price identified by the Contractor in the Non-Included Replacement Item/Part Notice

10.0 Replacement Items: (continued)

10.1.2.7 Types of Replacement Parts: At the Contractor's discretion, replacement parts provided under this Agreement may be either new parts provided by the original equipment manufacturer (OEM) or reconditioned/repared parts.

11.0 Maintenance and Repair Services Response and Completion Times:

11.1 Maintenance and Repair Services Response Time.

Within ~~twenty-four (24)~~ **Seventy Two (72)-hours** after receiving the Contract Administrator's request for maintenance and repair services for an instrument under this Agreement, the Contractor shall dispatch its technicians to the City site where the Equipment is located, and the Contractor's technicians shall start performing the maintenance and repair services requested by the Contract Administrator.

11.2 Maintenance and Repair Services Completion Time. The Contractor shall restore the Equipment/instrument to fully operational condition within ~~forty-eight (48)~~ **Seventy Two (72)** hours after receiving the Contract Administrator's request for maintenance and repair services for that Equipment/instrument. In the event that the Contractor, due to external impacts and through no fault of its own, cannot complete maintenance and repair services within ~~48~~ **72** hour period, then the Contractor shall have a reasonable time to complete such maintenance and repair services once such external impacts no longer prevent the Contractor's completion of the services. However, such a reasonable time shall not exceed ~~48~~ **72** hours following the time that such external impacts are no longer an impediment to the Contractor's completion of the requested maintenance and repair services.

12.0 Preventative Scheduled Maintenance

12.1 The Maintenance and Repair Services to be performed by the Contractor under this Agreement shall include annual preventative maintenance inspections of the Equipment, as set forth below;

12.2 Once a year during the term of this Agreement, the Contractor shall perform a preventative maintenance inspection (PMI) of all Equipment items set forth in this Agreement. During the PMI, the Contractor shall inspect the instrument, provide all maintenance needed/required, and test the instrument to ensure that it is in a fully operational condition in accordance with the requirements of this Agreement.

12.3 Each PMI visit to an Equipment item shall include, but is not be limited to, the Contractor performing the following:

12.3.1 Inspection of the Equipment/instrument's complete system.

12.3.2 Replacement of faulty or marginal components in the Equipment/instrument

12.3.3 Cleaning and lubrication of the Equipment/instrument.

12.3.4 Adjustment and testing for proper operation of the Equipment/instrument

12.4 Each PMI visit performed by the Contractor shall be scheduled by the Contractor in consultation with the Contract Administrator at a time during Normal Business Hours when it will be convenient for the Contract Administrator to attend such PMI visit. If approved in advance by the Contract Administrator, the Contractor may combine a PMI visit to an Equipment/instrument and Contractor's response to a request for maintenance and repair services for that same Equipment/instrument into a single visit.

ITEMS 1 – 21 DELETE Exhibit BB

The equipment listed below are part of this contract agreement and are owned and operated by the Department of Public Works & Engineering's Wastewater Operation Division:

Item No	Description	Location
1.	Gas Chromatograph, Varian Model 3800 SN 9660	10500 Bellaire Blvd Houston, TX 77072
2.	Auto Sampler, For Gas Chromatograph, (ITEM #1, 3800-9600) Varian Model 8410, SN 8410-20985	10500 Bellaire Blvd Houston, TX 77072
3.	Atomic Absorption Spectrophotometer, Varian Model AA880, SN EL98103479	10500 Bellaire Blvd Houston, TX 77072
4.	Auto Sampler, Varian Model SPS5, SN EL98093544	10500 Bellaire Blvd Houston, TX 77072
5.	Vapor Generator Assembly, Varian Model VGA77, SN EL98093582	10500 Bellaire Blvd Houston, TX 77072
6.	Ultraviolet Spectrophotometer, Varian Model Cary 100, SN EL98103340	10500 Bellaire Blvd Houston, TX 77072
7.	Ultraviolet Spectrophotometer, Varian Model Cary 100, SN EL98103332	10500 Bellaire Blvd Houston, TX 77072
8.	Ultraviolet Spectrophotometer, Varian Model Cary 100, SN EL98103341	10500 Bellaire Blvd Houston, TX 77072
9.	Accessory Routine Sample, Varian Model RSA SN EL98103542	10500 Bellaire Blvd Houston, TX 77072
10.	Accessory Routine Sample, Varian Model RSA, SN EL98103543	10500 Bellaire Blvd Houston, TX 77072
11.	Accessory Routine Sample, Varian Model RSA, SN EL98083320	10500 Bellaire Blvd Houston, TX 77072
12.	Auto Sampler, Varian Model SPS5, SN EL98103118	10500 Bellaire Blvd Houston, TX 77072
13.	Auto Sampler, Varian Model SPS5, SN EL98103117	10500 Bellaire Blvd Houston, TX 77072
14.	Auto Sampler, Varian Model SPS5, SN EL98103101	10500 Bellaire Blvd Houston, TX 77072
15.	Varian ICP-MS System, SN EL04043762	10500 Bellaire Blvd Houston, TX 77072
16.	Varian Water Chiller & Vacuum Pumps, (used with ICP-MS, SN 04043762)	10500 Bellaire Blvd, Houston, TX 77072
17.	Auto Sampler, Varian Model SPS3, SN EL04053438 (used w/ICP-MS SN 04043762	10500 Bellaire Blvd, Houston, TX 77072
18.	Zeeman Atomic Absorption Spectrophotometer Varian Model AA280Z, SN EL 04028272	10500 Bellaire Blvd, Houston, TX 77072
19.	Graphite Tube Atomizer, Varian Model GTA 120, SN EL 04027318, (used with AA280Z), SN 04028272	10500 Bellaire Blvd, Houston, TX 77072
20.	Ultra AA Lamp Control Module, SN EL 00013742 (used with AA280Z), SN EL04028272	10500 Bellaire Blvd, Houston, TX 77072
21.	Programmable Sample Dispenser, Varian Model PSD 120, SN EL 04027269, (used with AA280Z), SN 04028272	10500 Bellaire Blvd, Houston, TX 77072

REVISED NOVEMBER 13, 2009

The equipment listed below are part of this contract agreement and are owned and operated by the Department of Public Works & Engineering's Drinking Water Operation Division:

Item No	Description	Location
22.	GC/MS System, Varian Model MSSY211100 Total Care 2200/2100, SN 2000-43849718 plus Combipal 123443	So. E. Water Purification Plant 3100 Genoa Red Bluff Houston, TX 77736
23.	ICP-MS System, Varian Model ICPMS111SY, Total Care 810/820 ICPMS Includes: Chiller, SPS (Auto Sampler) SN ICPMS-EL02024656, Auto Sampler SN ELO2046427 — DELETED	East Water Purification Plant 2300 Federal Road Houston, TX 77015
24.	Auto Diluter, Varian Model DILUTO1105, Harmonize Code #9033000000, SN DILUTER-EL02046370 DELETED	East Water Purification Plant 2300 Federal Road Houston, TX 77015
25.	Spectrophotometer, Varian Model AA1101110A, Total Care AA 220/240 FS, Harmonize Code #9033000000, SN 220FS-EL 03037491	East Water Purification Plant 2300 Federal Road Houston, TX 77015
26.	Auto Sampler, Varian Model AASIP01120, Repair Care SIPS20, Harmonize Code #9033000000, SN SIPS20-EL03038026, Plus SPS5 EL03038027	E. Water Purification Plant 2300 Federal Road Houston, TX 77015
27.	GC/MS System, Varian Model MSSY211100, Total Care 2200/2100, SN 2200-39628634	So. E. Water Purification Plant 3100 Genoa Red Bluff Houston, 77736
28.	Auto Sampler, Varian Model 8400C11100, Total Care 8400/8410, Harmonize Code 8542310000, SN 8400-1183	S. E. Water Purification Plant 3100 Genoa Red Bluff Houston, 77736

The equipment listed below are part of this contract agreement and are operated by the Department of Health and Human Services

Item No	Description	Location
1.	Varian Gas Chromatograph, SN GCMS210T-51700329 <u>SN #GCMS2100T-51700329</u>	The Bureau of Laboratory Services 1115 S. Braeswood Houston, Texas 77030
2.	Varian Gas Chromatograph SN 8400-889	The Bureau of Laboratory Services 1115 S. Braeswood Houston, Texas 77030
3.	Varian Gas chromatograph SN GCMS2100-51860336	The Bureau of Laboratory Services 1115 S. Braeswood Houston, Texas 77030
4.	Varian Gas Chromatograph <u>SNLSC310001257006</u>	<u>The Bureau of Laboratory Services 1115 S. Braeswood Houston, Texas 77030</u>