



CITY OF HOUSTON

Administration and Regulatory Affairs Department
Strategic Purchasing Division

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January 10, 2013

Subject: Letter of Clarification No. 2 to Invitation to Bid No. S50-L24458 for Drinking Water Laboratory Analysis Services for the Public Works and Engineering Department

To: All Prospective Bidders:

This letter of Clarification is being issued for the following reasons:

- **To revise SECTIONS "B" Scope of Work/Technical Specifications, revise the Electronic Bid Form and respond to questions posed by perspective bidders:**

- 1.) Remove pages 8 & 9 of 36 and replace with the attached pages 8 & 9 of 36 marked REVISED 12/26/2012.
- 2.) See the revised Electronic Bid Form on the City of Houston's, E-bid website.
- 3.) The following are questions posed by perspective bidders and the City of Houston's responses:

Question No. 1: Can we provide past UCMR2 experience on the contractor's questionnaire, since UCMR3 doesn't commence until January 2013?

Answer: Yes.

Question No. 2: Can you let us know if the City of Houston plans to pay for the return shipping to the laboratory?

Answer: The City's electronic bid form on-line, provides bidders the opportunity to bid the shipping cost.

Question No. 3: Can you provide a copy of your monitoring schedule or PWS identification number?

Answer: Yes. See the attached page 8 of 36 marked, REVISED 12/26/2012.

Question No. 4: If travel blanks are required to be analyzed and reported can laboratory be compensated for additional testing?

Answer: Yes. See the attached page 8 of 36, marked REVISED 12/26/2012.

Question No. 5: Can you provide the address of the location sampling kits will be delivered (inbound) and returned from to lab (outbound)?

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Answer: Shipments for Main System samples will be sent to and collected from 2300 Federal Road, Houston, TX 77015. Shipments for Utility District #5 samples will be sent to and collected from 3928 Kingwood Drive, Kingwood, TX 77339.

Question No. 6: There was an example table shown at the meeting listing each sample as a line item with a line item for shipping cost below. The table showed a quantities of 4 or 8 samples per sample type. We want to be clear that the projected number of samples for this contract are as shown in the attached Exhibit (UCMR3 Lab Scope Exhibit A_8 13 12.pdf). Each sample type will have a projected total of either 114 or 220 samples. This is a total that includes the samples from both the Main and Utility District #5 systems.

Answer: See the response to Question No. 8 below.

Question No. 7: There was a question on the start/end dates for the lab services?

Answer: See attached page 8 of 36 marked REVISED 12/26/2012.

Question No. 8: The electronic bid form shows quantities that are significantly different from those that are required by EPA for the City, as listed in the CDX Inventory/Schedule (PWS TX1010013), please clarify?

Answer: See the revised Electronic Bid Form. Each sample type shall have a projected total of either 114 or 220 samples. The totals include samples from both the Main and Utility District #5 Systems.

Question No. 9: The electronic bid form indicates that a price should be entered for each analyte and a separate line item for each analyte's shipping cost. UCMR3 testing is priced by method not by analyte and shipping costs are charged by delivery group and not by analyte. How should vendors submitting their electronic bids enter pricing to reflect this more appropriate industry wide pricing format?

Answer: See the revised Electronic Bid Form. The electronic bid form has been revised to enable bidders to include a price for shipping for each delivery group. The electronic bid form also shows the projected number of delivery groups for both outbound and inbound shipping to the respective shipping addresses, i.e., Main System and Utility District #5.

Note: No further questions will be accepted after the publication of this Letter of Clarification.

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Purchasing Division and the applicable City Department(s). It is the responsibility of the bidder/respondent to ensure that it has obtained all such letter(s). By submitting a bid on this project, bidders/respondents shall be

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deemed to have received all Letter(s) of Clarification and to have incorporated them into this solicitation and resulting bid.

Furthermore, it is the responsibility of each Contractor to obtain any previous Letter of Clarification associated with this solicitation.

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Attachments: Revised pages 8 & 9 of 36

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**SECTION B REVISED 12/26/2012
SCOPE OF WORK**

**FOR
DRINKING WATER LABORATORY ANALYSIS SERVICES**

1.0 GENERAL:

1.1 The Contractor shall be required to provide all labor, materials, testing equipment, facility, insurance, transportation and permits necessary to perform drinking water laboratory analysis services of the City's drinking water in strict accordance with the Third Federal Unregulated Contaminant Monitoring Rule, for the City of Houston's Public Works and Engineering Department's Drinking Water Operations.

1.2 Upon request, the Contractor shall be required to provide sample containers in the size and quantity as specified by the City and United States Environmental Protection Agency (EPA) methods. The City may elect to provide sample containers and ship the sample containers to the Contractor's laboratory. The Contractor shall be required to analyze the drinking water samples for the contaminants listed in List Nos. 1 and 2 of the Third Federal Unregulated Contaminant Monitoring Rule (UCMR3) using the methods specified by the EPA (*found in Section "BB"*). The City may elect to pay for shipping or transport of containers separate from this contract. Section "BB" shows all List 1 and List 2 contaminants and the required analysis methods. Sample frequency shall be on a quarterly basis. The Contractor's starting date will be established upon receipt of the City's Notice-to-Proceed.

1.3 *All samples will be collected by City of Houston personnel.*

1.4 *The start/end schedule dates for the lab services are the following:*

- ***Main System: July 2013 - April 2014***
- ***Utility District 5: November 2013 - May 2014***

2.0 CERTIFICATION REQUIREMENTS:

2.1 The Contractor must have met the U.S. Environmental Protection Agency Unregulated Contaminant Monitoring Regulation 3 (UCMR 3) Laboratory Approval Program application and Proficiency Testing (PT) criteria, as well as received EPA approval for the methods indicated. Evidence of current certification for UCMR3 must be provided with the Contractor's bid or within 10 working days after receipt of a written request from the City to do so. The Contractor must maintain EPA certification for UCMR3 throughout the UCMR3 program period.

3.0 ADDITIONS & DELETIONS:

The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges thereof will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the Contract Fees and Costs schedule.

4.0 ESTIMATED QUANTITIES NOT GUARANTEED:

4.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are

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good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

5.0 INTERLOCAL AGREEMENT:

5.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

6.0 WARRANTY OF SERVICES:

- 6.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract.
- 6.2 "Correction" as used in this clause, means the elimination of a defect.
- 6.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- 6.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.