



CITY OF HOUSTON

Administration and Regulatory Affairs Department
Strategic Purchasing Division

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April 12, 2013

SUBJECT: Letter of Clarification No. 2
Employee Biometric Screening

REFERENCE: ITB No.: S17-L24567

TO: All Prospective Respondents

This Letter of Clarification is issued for the following reasons:

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

1. Page 8, Section 3.0 Scope of Services, Provision 3.7 has been revised to read as follows:

- 3.7 The Human Resources Director and/or Designee reserves the rights to change, modify, or cancel services for a screening event to include date, location, and hours of event so long as the City provides the Contractor 5 business days written notice prior to the scheduled event. The Contractor cannot invoice the City for these changes in service or cancellation of the scheduled event. Remove Page 8 and replace with attached Page 8 marked Revised – April 11, 2013.

- **The following questions and City of Houston responses are hereby incorporated and made a part of the Invitation to Bid:**

1. **Question/Request:** Since you have a predetermined schedule already, can you please share it with the prospective vendors in order to provide us with the same information the incumbent would have? Pricing is predicated on the hours our staff will need to be onsite, and what potential overtime we might incur. Thus the schedule is extremely relevant.

Answer: We do not have a predetermined schedule. A new schedule is developed each year based on department/location and space availability after a contractor is selected.

2. **Question/Request:** If not, can you at least identify how many of the events took place (or what percentage of the population works) outside of 7:00am – 7:00pm?

Answer: In 2012, 43 events took place. There were 25 biometric screening events scheduled outside the realm of the normal working hours (8am-5pm), with a range of 5:30am-midnight.

3. **Question/Request:** Is the vendor required to be a City or Local Business, or are the city and local businesses just give a 3% preference?

Answer: The vendor is not required to be a City or Local Business, however on awards that exceed \$100k a 3% preference will be given to a City/Local Business. Please refer to Page 5, Hire Houston First provision of the ITB for more information.

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4. **Question/Request:** If we submit the entire bid online, do we also need to provide paper copies? If so, how many copies do you require?
- Answer:** Yes. Please refer to Page 1, Provision "Bid Opening" of the ITB.
5. **Question/Request:** Who is the incumbent and what was the contract spend last year?
- Answer:** N/A.
6. **Question/Request:** How many employees participated last year?
- Answer:** Approximately 8,787 employees.
7. **Question/Request:** You request screens that occur from 5:00am – Midnight. Do the hours need to be continuous, or does the vendor just need to ensure coverage for different shifts?
- Answer:** Please refer to Page 7, Section 2.0 Objective, Provision 2.4.
8. **Question/Request:** How far in advance of the screenings is the vendor able to begin scheduling?
- Answer:** Once a Contractor has been solidified, a clear strategy will be identified to notify employees of the opportunity for employees to schedule their screenings by telephone or electronically.
9. **Question/Request:** Is the city able to provide the vendor with a summary of the numbers of employees that work different shifts?
- Answer:** No.
10. **Question/Request:** Are the employees tested during their work hours, or are they able to participate during off work hours if they would like?
- Answer:** Employees select biometric screening date, time, location that is most convenient for their schedule.
11. **Question/Request:** Is it possible for employees to sign an online consent form since they will be signing up for appointments electronically?
- Answer:** Please refer to Page 8, 3.0 Scope of Services, Provision 3.1
12. **Question/Request:** Do the marketing pieces need to be printed and mailed to employees at home, or are they printed and circulated through the work sites?
- Answer:** Please refer to Page 8, 3.0 Scope of Services, Provision 3.5
13. **Question/Request:** This contract is for a 3 year period. Is the cost proposal intended to be the same price for all 3 years or can we account for our costs increases for each year.
- Answer:** The Bidder will need to bid based upon the price that meets its overall business model. The contract will be awarded to the lowest responsive and responsible bidder.
14. **Question/Request:** Also regarding cost, are the additional 2 year option periods to extend also held to the same cost structure?

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Answer: See response to Question 13.

15. Question/Request: Is the telephone toll free number expected to also be accessible 24 hour per day/7 days a week?

Answer: Please refer to Page 7, Section 2.0 Objective, Provision 2.5.

16. Question/Request: Is there a specific reason why the tentative schedule of screening sites cannot be disclosed to all parties of interest rather than only to the party that obtains the contract? Seems like it would better allow interest parties to assess their ability to meet the City of Houston's expectations?

Answer: The City does not have a predetermined or tentative schedule. A new schedule will be developed each year based upon department/location and space availability after a Contractor is selected. Last year 43 events took place. There were 25 biometric screening events scheduled outside the realm of the normal working hours (8am-5pm), with a range of 5:30am-midnight.

17. Question/Request: Indemnification—We are a state of Texas entity so I have concerns about the indemnification clause. Is this content modifiable so that it is consistent with the laws of Texas? If yes, what does this modification look like?

Answer: The Indemnification Clause is not modifiable.

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 respondent to ensure that it has obtained all such letter(s). By submitting a proposal on this project, respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into their proposals.

If you have any questions or if further clarification is needed regarding this solicitation, please contact me.

Sincerely,



Murdock Smith III
Senior Procurement Specialist
Strategic Purchasing Division
832-393-8725

DM

Attached Revised Page: 8

END OF LETTER OF CLARIFICATION 2

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3.0 SCOPE OF SERVICES:

- 3.1 The Contractor shall provide each participant with the screening consent form and personal health questionnaire upon arrival at the screening. All participant screening forms will be collected by the Contractor following the screening.
- 3.2 The Contractor's screening technician will provide each participant with a participant results report with their screening results at the completion of the screening appointment.
- 3.3 The Contractor shall provide each participant Health Coaching (3-5 minutes) with a health educator to review the participant's scores, explain where they fall in a health/at-risk range, identify steps they can take to improve their scores, and offer referrals to targeted employer-sponsored health and wellness programming.
- 3.4 If the Contractor determines a participant as being a "High Risk Referral: In cases where an individual's screening results are outside of recommended ranges, the participant will receive a "High Risk Referral" form from the Contractor that indicates the health concern, the recommendation for follow-up and possible consequences for non-compliance. Individuals receiving the "High Risk Referral" form are required to sign an acknowledgement form at the end of their results counseling.
- 3.5 The Contractor shall provide promotional materials (PDF template) to the client to assist in employee registration instructions and screening information for each screening event as requested. Client shall be responsible for reproduction and dissemination of Promotional Materials to employees.
- 3.6 The Contractor upon the request of the Human Resources Director and/or Designee must provide a copy of Client Aggregate Report within three working days. The Client Aggregate Report must consist of a comprehensive summary report (city-wide and location/department specific) of screening results. This report is inclusive of but not limited to all data captured on the participant personal health questionnaire and screening results city-wide and by location, delivered with recommendations for how to improve and maintain workforce health. Moreover, an electronic and hard copy city-wide and location/department specific aggregate reports will be generated within 20 business days from the last onsite screening event and automatically submitted to the City of Houston (COH) Human Resources Director and/or Designee and COH's Third Party Administrator (TPA).
- 3.7 The Human Resources Director and/or Designee reserves the rights to change, modify, or cancel services for a screening event to include date, location, and hours of event so long as the City provides the Contractor 5 business days written notice prior to the scheduled event. The Contractor cannot invoice the City for these changes in service or cancellation of the scheduled event.

4.0 ADDITIONS & DELETIONS:

- 4.1 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 therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

5.0 ESTIMATED QUANTITIES NOT GUARANTEED:

- 5.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not