

ADDENDUM No. 1

RFP No. 17-03

Certified Laboratory for Water and Waste Water Testing

Due Date and Time: March 6, 2017 at 2:00 P.M. (Local Time)

The following changes, additions, and/or deletions shall be made to the Request for Proposal for Certified Laboratory for Water and Waste Water Testing RFP No. 17-03 on which proposals are to be received on/or before March 6, 2017 by 2:00 P.M. (local time).

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes four (4) pages.**

Offeror is to acknowledge receipt of this Addendum No. 1, including all attachments in its Proposal by so indicating in the proposal that the addendum has been received. Proposals submitted without acknowledgement of receipt of this addendum may be considered nonconforming.

The following forms provided within the RFP Document must be included in submitted proposal:

- City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance
- City of Ann Arbor Living Wage Ordinance Declaration of Compliance
- Vendor Conflict of Interest Disclosure Form

Proposals that fail to provide these completed forms listed above upon proposal opening will be deemed non-responsive and will not be considered for award.

I. QUESTIONS AND ANSWERS

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the RFP. Respondents are directed to take note in its review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

Question 1: In the RFP, Section II – Scope of Services, B. Description of Required Services, 3. Sampling Supplies, B. IX. lists “Return Shipping Airbills.” So, it is clear that the lab provides return airbills with the sampling supplies, However, there is no indication whether the City assumes the cost of shipping samples to the lab (i.e., use of the City’s FedEx account), or if the lab/contractor must pay for shipping (i.e., use of the lab’s FedEx account). Does the City intend to pay for shipping samples to the laboratory?

Response 1: The City does not intend to pay return shipping charges. The cost of return shipping should be included in the quote.

- Question 2: I noticed a few of the drinking water parameters aren't certified by the Michigan Department of Environmental Quality. Would NELAP be sufficient in place of the MDEQ certification for those specific parameters?
- Response 2: If they can't be certified for, then the NELAP should do, like in the instance of 1,4-dioxane or other unregulated parameters.
- Question 3: What methods do you need or want the following parameters analyzed by? Perchlorate, nitrosamines, EDCs
- Response 3: We do not have a specified method for these. Currently Eurofins Eaton is performing them with the following methods: Perchlorate – 331.0 ; Nitrosamines – 521.0; EDCs – L2001
- Question 4: What is meant by Total Available N?
- Response 4: Total available nitrogen
- Question 5: Section I General Information - E. Selection Criteria
The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top contractors, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected contractor to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the week of March 13, 2017. Contractor must be available on these dates. Would the interviews, if required, be in person or would telephone or "WebEx" be acceptable?
- Response 5: Telephone or online options are acceptable for interviews.
- Question 6: Section II Scope of Services - B-2.C Project Coordination
Special samples may be provided by the City at any time, and the Contractor shall conduct testing and reporting on special samples on weekends, holidays, and after normal business hours as needed. Unexpected special sampling outside of normal business hours. Does the City acknowledge that such events will be evaluated and discussed at the time of notification and the laboratory will make efforts to meet the request, withstanding availability of appropriate staffing and appropriate sur-charge fees will be applied?
- Response 6: Yes
- Question 7: Section II Scope of Services – B-6.C Sample Turnaround Time
Contractor fees will be reduced by 25% if turnaround time is exceeded. The laboratory will periodically close in observance of federally observed holidays. Can the City clarify if the business days are based on the City or the laboratory's schedule? If based on the City's schedule, will the City provide an annual listing of the closure dates?
- Response 7: The City schedule is used to determine business days. This schedule is located at www.a2gov.org/departments/15D/about/Pages/Holiday-Schedule.aspx
- Question 8: Section II Scope of Services - B-7-A Analytical Reporting
The Contractor shall not release any data with anomalies until approved by the City. What is the anticipated response time from the City for such occurrences, as

this will add to the overall TAT and can impact the 15 business day requirement?
If substantial, how will the City address penalties listed in II-B-6.C?

Response 8: The response time from the City would be subtracted from the total TAT so it does not affect the 15-business day requirement.

Question 9: Section II Scope of Services - B-8-A Notification

The Contractor shall notify the City within 24 hours of.... Can the City clarify how to address such issues when occurring near or on a weekend or holiday? We suggest the language similar to: within 24 hours unless a weekend or holiday intervenes and then the notification will be no later than close of business the next business day?

Response 9: The City agrees to the suggested language.

Question 10: Section II Scope of Services - B-9-A Data Verification (After Reporting)

If there is a reasonable question from the City regarding data validity (e.g., analytical results appreciably different from historical results), the Contractor shall re-run samples or duplicates and provide new EDDs and PDF reports at no additional charge. While most historical data is stable there are some water quality parameters that do change during the monitoring period (i.e., DBPs). Can the City clarify or give examples of what "reasonable questions" are to elicit a re-analysis? Typically if results do match the original results reported from that collection event when a re-analysis is requested the matching re-analysis is a billable event. Would requested re-analysis results within the established method accuracy and precision limits be billable?

Response 10: Reasonable question: an appropriate, fair, or sensible question based on good sense. In situations where the rerun is determined to be due to Contractor materials, equipment or instrumentation problems, analytical errors or lack of adherence to Contractor's procedures, contamination or other difficulties caused by Contractor facilities, equipment or staff, the re-analysis shall not be billable.

Question 11: Attachment H – V.C Compensation of Contractor

The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Our laboratory invoicing is prepared by the quantity of analysis performed based on agreed unit pricing, contrary to invoicing by time tracking. Is the City willing to strike this requirement and allow unit pricing for agreed upon services?

Response 11: Yes. Item and analysis will typically be accepted. However, payroll records may be requested if it is required for auditing purposes or to comply with ordinances, such as the Living Wage ordinance.

Question 12: Attachment H – VI.C Insurance/Indemnification Sample Professional Services Agreement;

Although the RFP says that the City will not negotiate on contract terms, we ask if any limit of liability can be added, and recommend the following: Notwithstanding anything to the contrary stated elsewhere in this Agreement, Contractor's maximum liability under this Agreement or any other attachments hereto, whether based in contract, tort, warranty, negligence or otherwise, shall not exceed \$1,000,000, except for Contractor's gross negligence or willful misconduct. In no event shall Contractor be liable to City for any special, indirect, or consequential damages occasioned by the services performed or by application or use of the reports prepared under this Agreement.

Response 12: We welcome the submittal of your proposal along with any desired changes to the agreement, however, proposed changes would need to go through the City's legal review process, if your organization is selected.

Respondents are responsible for any conclusions that they may draw from the information contained in the Addendum.