

# City of Weslaco

*"The City on the Grow"*



David Suarez, Mayor  
John F. Cuellar, Mayor Pro-Tem, District 2  
David R. Fox, Commissioner, District 1  
Olga M. Noriega, Commissioner, District 3  
Gerardo "Jerry" Tafolla, Commissioner, District 4  
Lupe V. Rivera, Commissioner, District 5  
Fidel Peña, Commissioner, District 6

Leonardo Olivares, City Manager

## CITY OF WESLACO

### Invitation to Bid

The City of Weslaco hereby requests sealed bids for the following:

#### ANALYTICAL LABORATORY SERVICES RFB No.: 2013-14-17

Sealed bids addressed to Homer Rhodes, will be accepted at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, until **3:00 p.m. on September 8, 2014**, at which time they will be opened and read aloud. Please mark envelope, "SEALED BID"

#### ANALYTICAL LABORATORY SERVICES, RFB No. 2013-14-17

Potential Bidders/Respondents are advised that the bidding documents can be downloaded from the City of Weslaco web page address: [www.weslacotx.gov](http://www.weslacotx.gov), and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or by calling 956.447.2240. Be advised that if your company is contemplating on bidding this project you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company. (Please include your company name, address, e-mail, telephone and fax, and contact person). **No electronic bids will be accepted.**

The City of Weslaco reserves the right to accept or reject any or all bids, to waive any informalities, and to accept the bid to be the best and most advantageous to the City and to hold bids for a period of forty-five (45) days without taking action, for the purpose of reviewing the bids and investigation of bidders' qualifications prior to bid award. Bids submitted past the aforementioned date and time will not be accepted.

City of Weslaco

A handwritten signature in blue ink that reads "Homer Rhodes". The signature is fluid and cursive.

Homer Rhodes,  
Purchasing Office  
hrhodes@weslacotx.gov

**VENDOR'S NOTICE OF INTENT TO SUBMIT A BID**

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If you intend to submit a bid for **ANALYTICAL LABORATORY SERVICES**  
**RFB No.: 2013-14-17** with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **September 5, 2014**, so that you may receive any addendums to the specifications should the need arise.

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**Homer Rhodes**  
**Buyer II**  
**City of Weslaco**  
**Purchasing Department**  
**255 S. Kansas**  
**Weslaco, Texas 78596**  
**Phone :(956) 447-2240**  
**Fax: (956) 969-8452**  
**hrhodes@weslacotx.gov**

Name: _____ (print)	Signature: _____
Title: _____	Company/Agency: _____
Mailing Address: _____	City/State/Zip: _____
Phone: _____	Fax: _____
Email: _____	

RFP No.: 2013-14-17



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## **SUBMITTAL REQUIREMENTS**

- (1) Proposals will be submitted in sealed envelopes. Each proposal form attached must be completely filled out. Proposals must be filed with the City of Weslaco before opening day and hour. Late proposals will **NOT** be accepted; they will be returned to respondent unopened (if properly identified).
- (2) Proposal **MUST** give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your Proposal. Person signing Proposal must show title or **AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT**. Firm name and authorized signature must appear on each page that calls for this information.
- (3) Proposals **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No proposal may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Weslaco.
- (4) City of Weslaco designated employees have authorization to visit facilities to assure proper certification and compliance.
- (5) The Respondent agrees to indemnify and hold the City of Weslaco harmless from any and all losses, damages or claims including attorney's fees and interest arising out of or in any way connected with an injury or injuries to any employee or employees of respondents and from claims of any other person or persons for injuries, losses or damages sustained at, around or in connection with the work, unless the negligence of the City of Weslaco and/or its servants and agents is shown to be the sole proximate cause of said injury, loss or damage.
- (6) Respondent will be responsible to provide all necessary insurance as required by the City of Weslaco and mandated by State Law.
- (7) The City of Weslaco may hold proposals 60 days after Proposal opening without taking action.
- (8) Contract period shall commence on award date and expire one (1) year from award date with the option to renew for two (2) additional years.
- (9) The Respondent's attention is directed to the fact that all applicable Federal and State laws, Municipal Ordinances, and all authorities having jurisdiction over that type of business(s) shall apply and be adhered to as if same were incorporated in these proposal documents.
- (10) At the time of the opening of proposals each respondent will be presumed to have read and to be thoroughly familiar with the requirements of the proposal packet. The failure or omission of any respondent to examine any form, instrument or contract document shall in no way relieve any respondent from any obligation in respect to their proposal.

- (11) Respondents SHALL SUBMIT WITH THEIR PROPOSAL information identifying their experience in this type of business, state and/or federal certifications, and the type of equipment that is to be used to provide the service that is being called for. Failure to submit this information shall be grounds for disqualification.
- (12) Respondents shall be required to submit three (3) sets, one original and two (2) copies of their proposal to the City of Weslaco.
- (13) In an effort to assist the respondents in providing the City of Weslaco with the best fee structure possible, the following data is being provided: The City of Weslaco is required by TPDES Permit number WQ0010619003 EPA ID number TX0052787 North Treatment Plant and permit number WQ0010619005 EPA ID number TX0116394 South Treatment Plant and permit number WQ0010619001 EPA ID number TX0022471 Water Treatment Plant to analyze the influents and effluents for the toxic pollutants listed in 40 CFR Part 122, Appendix D, Table II and Table III. In addition to sampling the wastewater treatment plants, the City of Weslaco randomly monitors industrial discharges.
- (14) It is the intent of the City of Weslaco to subcontract with the private sector for the analysis of toxic pollutants for water, wastewater, sludge, oil and/or soil to determine compliance with various federal, state and local programs. The laboratory will provide all necessary sample containers, labels, sample preservatives, and shipping packages. The City of Weslaco will be responsible for the collection, labeling, and packaging of containers. The laboratory will specify the method of shipment and will pay all shipping charges. In addition to performing analyses, the laboratory will perform all quality assurance requirements specific to comply with The National Environmental Laboratory Accreditation Conference Institute (TNI) standards effective July 1, 2011.
- (15) The successful vendor shall supply (at no extra charge) all preprinted chain of custody forms customized to City of Weslaco requirements, sample containers and shipping devices as needed for the various analyses required. Such containers shall be provided to the City of Weslaco within three days after the City's request. The successful vendor must be able to provide electronic tracking of submitted samples via internet.
- (16) Completed analytical reports shall have turnaround time not to exceed 14 days.
- (17) Respondent shall provide all necessary/required sampling containers, ice chests, ice packs, and associated materials at no additional cost to the City of Weslaco.
- (18) The proposal shall incorporate, in the unit prices, the cost of all sample containers, shipping boxes or coolers and all shipping charges expected to and from Weslaco, as the City will not pay separate freight charges. Each sampling kit must be accompanied with the pre-paid shipment form. Please describe method to be used for sample freight from Weslaco to your facility. Methods must not disqualify sample due to sample method holding/storage time requirements.

- (19) The Contracted Environmental Lab is responsible for proper disposal of all samples. However, samples should not be disposed of until after the City of Weslaco has notified the contractor to do so or the holding times (as defined in 40 CFR 136.3 Table II) have expired. Samples shall be stored in accordance with CFR 136.3, 40 CFR 141, 142, RCRA SW 846 and other approved methods for any quality control standards provided by System.

**ANALYSIS REQUIREMENTS:**

Analysis Required: At a minimum, the laboratory will be responsible for analyzing the toxic pollutants at the following frequency using Minimum Detection Limits / Reporting Limits (MDL/RL). A list of the MDL/RL is attached in the appendix for reference. Frequency of analysis is estimated for cost analyses.

- A. Analytical Methods: Proposed analytical services shall be performed in accordance with 40 CFR Part 136: "Test Procedures for the Analysis of Pollutants". At a minimum, the methods employed must be capable of achieving the most stringent of the two minimum detection levels provided by the Environmental Protection Agency and TCEQ.
- B. Quality Assurance/Quality Control Requirements: The quality assurance/quality control program employed by the proposer must comply with the methodology outlined in 40 CFR Part 136. Duplicates, spikes, and blanks, as appropriate to the method used for analysis, will be conducted for each analytical run. Include standards, Laboratory Control Standards (LCS), EPA method, Relative Percent Difference (RPd). Results of the quality control samples will be made available to the City of Weslaco in the final report.
- C. Laboratory Report: The proposer will document the results of the analytical work and quality within two (2) weeks from the date that the samples are received in the proposer's laboratory. The report must contain the following information:
1. Analytical results (with clear identification of samples)
  2. Analytical techniques/methods used
  3. Method detection levels
  4. Quality assurance/Quality control results of individual parameters
  5. Dates and times of analysis
  6. Names of analysts
  7. Completed chain-of-custody records
  8. Sample Identification
  9. Date & Time of Collection
  10. Collector's Name
  11. Sample Container
  12. Sample Preservative
  13. Is it a grab or composite
  14. Equipment Calibration
  15. Sample Preparation Log
  16. Page Sequentially Numbered
  17. Reporting Units
  18. Report Signature
  19. Red Flag indicator to note exceeding reporting limits or maximum contaminant levels, as listed in the Appendix
  20. Include Chemical Translation as listed on chain of custodies

D. Reports will be provided to the following City of Weslaco staff:

David Salinas, Public Utilities Director  
Trinidad Cantu, Assistant Public Utilities Director  
Lucio Garza, Wastewater Treatment Superintendent  
Jorge Pena, Water Treatment Superintendent

**GENERAL REQUIREMENTS OF PROPOSAL**

A committee will be appointed to review Proposals submitted by Environmental Laboratories. This committee shall make recommendations to the City of Weslaco. All pricing in the Proposal will remain firm for two years after acceptance of Proposal.

I. PROHIBITED INTEREST

No member, officer, or employer of the City of Weslaco or member of its governing body during his/her tenure, or one (1) year thereafter, shall have any interest, direct or indirect, in any contract awarded by the City for this service.

II. AFFIRMATION

Respondents shall be required to submit along with their proposals a copy of their affirmative action plan making specific reference to non-discrimination against any employee or applicant based on race, religion, sex, national origin, age, marital status, or physically challenging condition, etc.

III. KEY NOTES

Emphasis will be placed upon the expertise of individuals assigned to the job. Illustrative and descriptive material of the proposer is recommended. The proposer shall provide a list of previous related work experience with contact persons and phone numbers.

Key personnel (by name and position), relative experience, and capabilities, as well as subcontractors, will be evaluated closely.

IV. EPA PERFORMANCE EVALUATION

Respondents shall submit copies of the "Performance Evaluation Reports" for their three most recent WS/WP Proficiency Testing (PT) and DMRQA studies.

V. RANKING CRITERIA

<u>Criteria</u>	<u>Points</u>
1. Analytical Methods/Detection Levels	25
2. Quality Assurance/Quality Control Criteria	20
3. Experience of Laboratory/Key Personnel	20
4. Turnaround Time & Report Quality	10
5. Cost Factor	15
6. References (list 3 accounts serviced within last 3 yrs)	5
7. TNI accreditation by TCEQ	5
POSSIBLE MAXIMUM POINTS	100

VI. SELECTION PROCESS

The City of Weslaco will review and evaluate all of the respondents' proposals to determine which firms are going to be classified as "RESPONSIVE". Once it is determined which firms are responsive, then those firms' proposals shall be ranked per the above criteria.

The City of Weslaco shall then proceed to award a contract to the firm that in the opinion of the Utility is the best and most advantageous. The decision of the Board shall be final.

COST FACTOR SHEET

BID No.: 2012-13-13

THIS INFORMATION IN THE OPINION OF THE CITY OF WESLACO PUBLIC UTILITIES DEPARTMENT IS NEEDED TO DETERMINE "REASONABLENESS OF COST" AND IS PART OF THE RANKING CRITERIA.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<b>Drinking Water Analyses</b>			
1	Metals	\$	\$
2	Minerals	\$	\$
3	Semi-volatiles (SOC5)	\$	\$
4	Herbicides (SOC3)	\$	\$
5	Volatile Organic Compounds	\$	\$
6	HAA5	\$	\$
7	THMS	\$	\$
8	TPH	\$	\$
9	RCI	\$	\$
10	TOC	\$	\$
11	BACTI	\$	\$
<b>Wastewater Analyses</b>			
10	Wastewater Table II	\$	\$
11	Wastewater Table III	\$	\$
12	Sludge Table III	\$	\$
13	Total Cyanides	\$	\$
14	Oil & Grease	\$	\$
15	Total Toxic Organics	\$	\$
16	30TAC 307	\$	\$
17	TPH	\$	\$
18	BOD	\$	\$

19	TSS	\$	\$
20	Total Metals 12 elements including Mercury	\$	\$
21	Sulfide	\$	\$
22	TCLP	\$	\$

**Environmental Analyses**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
30	Total PCB (Liquid/oil)	\$	\$
31	Total PCB (Soil)	\$	\$
32	TPH	\$	\$
33	Arsenic	\$	\$
34	Barium	\$	\$
35	Cadmium	\$	\$
36	Chromium	\$	\$
37	Lead	\$	\$
38	Mercury	\$	\$
39	Selenium	\$	\$
40	Silver	\$	\$
41	Sulfur	\$	\$
42	Reactivity	\$	\$
43	Corrosivity	\$	\$
44	Ignitability	\$	\$
45	Ph	\$	\$

**Total Cost of Laboratory Analysis: \$\_\_\_\_\_**

Please provide costs for additional individual analysis on drinking water & wastewater samples as needed (performed in accordance with 40 CFR Part 136):

<u>Item</u>	<u>Parameter</u>	<u>Detection Level</u>	<u>Unit Cost</u>
1	Arsenic	0.003 mg/l	\$
2	Cadmium	0.0002 mg/l	\$
3	Chromium	0.001 mg/l	\$
4	Copper	0.001 mg/l	\$
5	Lead	0.005 mg/l	\$
6	Mercury	0.00005 mg/l	\$

<u>Item</u>	<u>Parameter</u>	<u>Detection Level</u>	<u>Unit Cost</u>
7	Nickel	0.001 mg/l	\$
8	Selenium	0.003 mg/l	\$
9	Silver	0.001 mg/l	\$
10	Zinc	0.005 mg/l	\$
11	Molybdenum	0.005 mg/l	\$
12	Aluminum	0.010 mg/l	\$
13	Sulfide	50 mg/l	\$
14	Chlorite	0.05 mg/l	\$
15	PCB in Oil	0.5 mg/l	\$
16	Metals digestion	N/A	\$
17	Mercury digestion	N/A	\$
18	CN amenable to chlorination	N/A	\$

RESPONDENTS SHALL ATTEST TO THE FACT THAT THEY HAVE READ AND ARE IN COMPLIANCE WITH ALL THE REQUIREMENTS AS STATED IN ALL OF THE AFOREMENTIONED, BY AFFIXING THEIR ORIGINAL SIGNATURE AND ENTERING OTHER INFORMATION ASKED FOR BELOW.

SIGNATURE \_\_\_\_\_

**(Failure to sign will disqualify proposal)**

TYPE/PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_