



CITY OF HOUSTON

Administration and Regulatory Affairs Department
Strategic Purchasing Division

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Mayor

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Date: July 31, 2009

Subject Letter of Clarification No. 1 for Onsite Water Treatment Sludge Dewatering and Disposal Services for the Public Works and Engineering Department.

Reference: Bid Inv. No: S50-L23331

To: All Prospective Contractors:

This Letter of Clarification is issued for the following reasons: To answer questions posed by prospective bidders and to add clarification to the technical specifications.

NOTICE TO BIDDER

The bid opening date has remained unchanged, 10:30 AM, August 27, 2009

Clarification: Remove the East Water Purification Plant (EWPP) from the scope of work. The Prospective Bidders are asked to bid for the services at the Northeast Water Purification Plant (NEWPP – 12121 North Sam Houston Parkway East) and Southeast Water Purification Plant (SEWPP – 3100 Genoa-Red Bluff) only. See the revised page 1 of 42, dated 07/31/09.

The Pre-Bid Conference has been re-located to the Northeast Water Purification Plant (NEWPP), 12121 North Sam Houston Parkway East. See the revised page 1 of 42, dated 07/31/09.

The Scope of Work in Section "B" has been revised, see the revised pages,

Clarification: To all perspective bidders, in order to enter the NEWPP, all Prospective Bidders **are required** to complete the attached "Disclosure & Consent for Release of Information" form (Background/Consent) for background check. The disclosure form shall be submitted to City of Houston, PWE/PUD/Drinking Water Operations, 611 Walker, 21st Floor, Houston, TX 77002, Attn: Hanh Pham or via fax: (713) 837-0548 or via email (preferred method) to hanh.pham@cityofhouston.net no later than 11:00 AM, Friday, August 7, 2009 (NO EXCEPTIONS).

Tour of the NEWPP will be immediately following the pre-bid conference. Site visit to the SEWPP will be scheduled during the pre-bid meeting.

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Partnering to better serve Houston

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

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

Arturo Lopez

Arturo Lopez
Senior Procurement Specialist
832-393-8731

Attachments: Revised pages 1, 3, 6, 7, 8 and 9 of 42 marked "Revised 7/31/09", Map of the location of the Northeast Water Purification Plant and the Disclosure / Consent Release Information Form

**A PDF version of the attachments, Map and Disclosure / Consent Form
can also be viewed at the following web Link
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=L23331>**



CITY OF HOUSTON
INVITATION TO BID

Issued: July 31, 2009

Revised 7/31/09

BID OPENING:

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, until 10:30 a.m. **Thursday, August 27, 2009** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 a.m. on that date for the purchase of:

ONSITE WATER TREATMENT SLUDGE DEWATERING AND DISPOSAL SERVICES

FOR PUBLIC WORKS & ENGINEERING DEPARTMENT

BID INVITATION NO. S50-L23331

NIGP Code: 968-93 & 910-70

BUYER:

Questions regarding this solicitation document should be addressed to **Art Lopez, Buyer, at (832) 393-8731, or e-mail to arturo.lopez@cityofhouston.net.**

ELECTRONIC BIDDING:

In order to submit a bid for the items associated with this procurement, you must fill in the pricing information on the "**PLACE BID**" page.

MANDATORY PRE-BID CONFERENCE:

A Pre-Bid Conference will be held for all Prospective Bidders at the Northeast Water Purification Plant, located at 12121 North Sam Houston Parkway East at 10:00 a.m. on Wednesday, August 12, 2009. (NOTE: Valid Picture I.D. is Required in Order to Enter the Facility, NO Exceptions taken, the documentation for the background check shall be submitted in advance).

WALK-THROUGH SCHEDULE:

Bidders will have the opportunity to tour the Northeast Water Purification Plant facilities immediately following the pre-bid meeting. **All Prospective Bidders are required to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein.**

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at www.houstontx.gov/purchasing. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all registered bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby, Concourse Level, Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it.

City Employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances, Section 15 - 1.

***CONTENTS:**

SECTION A: OFFER
SECTION B: SCOPE OF WORK/SPECIFICATIONS
SECTION C: GENERAL TERMS & CONDITIONS

***NOTE 1: Actual page numbers for each Section may change when the solicitation document is downloaded from the Internet or because of Letters of Clarification. Therefore, Bidders must read the bid document in its entirety and comply with all the requirements set forth therein.**

***NOTE 2: To be considered for award, please submit the electronic bid form and the forms listed in Section A, including the Official Signature Page, which must be signed by a company official authorized to bind the company.**

Revised 07/31/09

Documents/forms must be downloaded from the City's Website
<http://www.houstontx.gov/purchasing/index.html>

Additional Required Forms to be Included with this Bid:

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due:**

TABLE 1 - REQUIRED FORMS
Affidavit of Ownership.doc
Fair Campaign Ordinance.doc
Statement of Residency.doc
Conflict of Interest Questionnaire.doc
Contractors Questionnaire Document (pg 5)
Pay or Play Form 1a Acknowledgement

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

TABLE 2 - DOCUMENTS & FORMS
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
M/WBE.doc
Sample Insurance Over \$50,000.pdf
Pay or Play Form 2 Certification
Performance Bond

Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B506, Houston, TX 77002, Attn: Arturo Lopez or via fax: 832-393-8759 or via email (preferred method) to arturo.lopez@cityofhouston.net no later than 4:00 PM, Friday, August 14, 2009.

PRICING:

East Water Purification Plant: (Deleted Section) Revised 07/31/09

SECTION B
SCOPE OF WORK
ONSITE WATER TREATMENT SLUDGE DEWATERING AND DISPOSAL SERVICES

1.0 GENERAL:

Revised 07/31/09

- 1.1 The Public Works and Engineering Department is seeking proposals from experienced and qualified Contractor to operate and maintain the on-site water treatment sludge dewatering system and to transport and dispose of the dewatered sludge at three (3) City's surface water treatment facilities. The Contractor must be capable of providing all services detailed in this request for proposal to be considered for award.
- 1.2 The services must meet or exceed all requirements of the Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality (TCEQ), as well as local regulations governing these activities.
- 1.3 All transportation and disposal operations shall be performed in compliance with all applicable statutes and regulations which shall include, but not be limited to, federal, state, county, and local regulations. Disposal site(s) shall be permitted or registered with certificates current. Waste haulers/transporters, where used, shall have current registrations and stickers on trucks.
- 1.4 Contractor shall perform Work in a manner which minimizes disruption of the normal operation of the water treatment plants and maintain continuous operation of existing facilities. The City will not tolerate inaction or action by the Contractor that could jeopardize the operation of the plant.
- 1.5 The amount of sludge the Contractor may be asked to handle may vary depending on various factors which include, but not limited, raw water turbidity, chemical dosages, treated water flow capacity, and equipment failure. There is no minimum/maximum quantities of sludge guaranteed under this contract.
- 1.6 The City reserves the right to select elements from different individual proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the work and evaluate only the remaining elements from all proposals. The City reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.

2.0 SITE DESCRIPTION:

- 2.1 The prospective Contractor shall provide operation, maintenance, transport, and disposal services to the following water treatment plants:

Deleted Site Description Revised 7/31/09

- 2.1.1 Southeast Water Purification Plant
- 2.1.2 Northeast Water Purification Plant

- 2.2 **East Water Purification Plant (EWPP): Deleted Section / Revised 07/31/09**

2.2 East Water Purification Plant (EWPP): Deleted Section / Revised 07/31/09

2.3 Southeast Water Purification Plant (SEWPP):

- 2.3.1 The SEWPP is located at 3100 Genoa Red Bluff, Houston, Texas 77034 (Key Map 577M).
- 2.3.2 The daily average treated water flow rate for the SEWPP is **77** MGD, and the annual water treatment sludge produced is approximately 4,200 dry tons per year. Daily treated water flow rate for the SEWPP may increase to an average flow rate of 200 MGD during the contract term.
- 2.3.3 Currently, the water treatment sludge is processed by gravity thickeners and dewatered through belt filter presses (provided by current Contractor) at the SEWPP.
- 2.3.4 The dewatered sludge is hauled off in form of a truckable dry cake and disposed of at an on-site landfill (nonoil).
- 2.3.5 The SEWPP has a 25-acre landfill permitted by the TCEQ. The Contractor shall supply all labor and equipment necessary to haul and dispose of the dewatered sludge in the landfill area in accordance with the TCEQ permit requirements.
- 2.3.6 The Contractor shall also provide labor and equipment (i.e. bulldozer, compactor) to maintain (such as promote drainage, compacting, and leveling) the on-site monofill as required by the TCEQ permit.

2.4 Northeast Water Purification Plant (NEWPP):

- 2.4.1 The NEWPP is located at 12121 North Sam Houston Parkway East, Humble, Texas 77346 (Key Map 377W).
- 2.4.2 The daily average treated water flow rate for the NEWPP is **30** MGD, and the annual water treatment sludge produced is approximately **4,600** dry tons per year. Daily treated water flow rate for the NEWPP may increase to an average flow rate of 80 MGD during the contract term.

Revised 07/31/09

- 2.4.3 Currently, the water treatment sludge is processed through gravity thickeners and dewatered using belt filter presses (City's own equipment) at the NEWPP. Three filter belt presses which consisted of two Komline-Sanderson systems (each rated for 1,300 lbs/hour) and one Ashbrook system (rated at 1,500 lbs/hour) are being used at this facility.
- 2.4.4 After the sludge is dewatered, the sludge is hauled off in form of a truckable dry cake and disposed of at an off-site commercial landfill.
- 2.4.5 The Contractor shall have sole responsibility for the method of disposal of sludge. Contractor is responsible for finding and arranging for disposal site(s). Contractor, at its own expense, shall obtain and analyze sludge samples to ascertain the quality and characteristics of dewatered sludge for disposal, if required by disposal site(s).

3.0 SCOPE OF SERVICES:

- 3.1 The Plant Operations Manager will be the designated point of contact for the contract. All coordination for the project shall be made through the Plant Operations Manager or his designee.
- 3.2 The Contractor shall designate a Project Manager for this contract by submitting in writing a letter to the Plant Operations Manager. This letter shall be delivered within **10** days of notification of award by the City Council.
 - 3.2.1 The Project Manager must be **LOCALLY** available at all times during the contract term.
 - 3.2.2 The Project Manager shall have full authority to represent the Contractor in making decisions and in the execution of the services to be performed under the contract.
 - 3.2.3 The Project Manager must be knowledgeable in operation and maintenance of dewatering process and equipment.
- 3.3 The City's water purification plants are operated 24-hours a day, 7-day a week. It is anticipated that operation hours for the dewatering services will be between the hours of **7:00 AM** and **7:00 PM**, Monday through Friday. However, the Contractor shall be available to provide service at designated site on a 24-hour per day/7-day per week basis upon request. The Plant Operations Manager, or his designee, will determine if service outside normal working hours is required at the site. The City shall not be charged an additional fee for the services outside of the normal working hours, including weekends or holidays. The Contractor shall make provisions to complete any and all scheduled work as quickly as possible after a delay caused by inclement weather, or other conditions.

Revised 07/31/09
- 3.4 **The Contractor will be allowed to use the existing on-site dewatering systems at the NEWPP.** The Contractor shall provide qualified personnel to operate the systems. The Contractor shall also provide all routine and preventive maintenance works on the City's dewatering system per manufacturer's recommendations specified in the Operations and Maintenance (O&M) manuals. The Contractor shall provide a monthly routine and preventative maintenance logs to the Plant Operations Manager or his designee no later than seven (7) calendar days before the last day of the month for the maintenances to be performed in the following month. All labor, supervision, consumables, equipment, tools, etc. required to perform this maintenance, will be paid for by the Contractor. Special part in excess of \$2,500 will be paid by the City unless it is damaged due to Contractor's actions or lack of actions.
- 3.5 Any repair or replacement in excess of \$2,500 per item shall require authorization from the Plant Operations Manager or his designee. The Contractor shall determine the extent and estimated cost of corrective repairs. A written recommendation for repair shall be submitted to the Plant Operations Manager or his designee for approval. City will reimburse for the repairing costs if the Contractor demonstrates the damage is not preventable. All repairs will require written

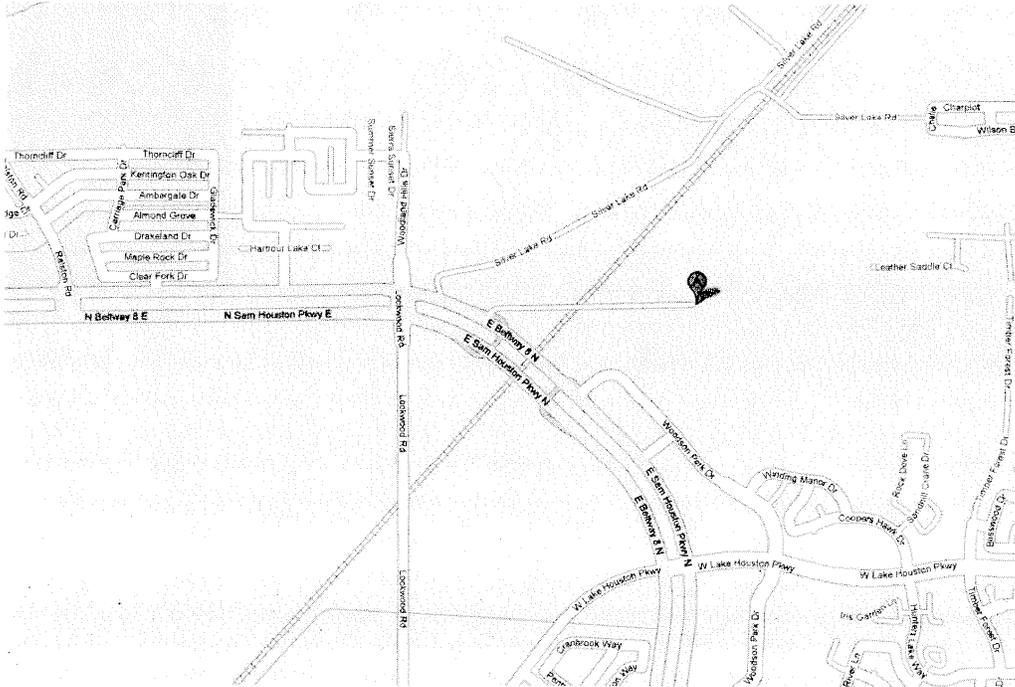
Revised 07/31/09

authorization from the Plant Operations Manager or his designee before commencing. If repair cost is greater than \$5,000, three written quotes shall be obtained from independent third-party vendors.

- 3.6 The Contractor shall specify, supply and pay for the sludge polymer to be used for on-site dewatering service. If the dewatered material to be disposed of at the on-site monofill, the dewatered material shall have a solids content at least 18% solids or higher on a consistent basis. The City will NOT pay for any loads which solids content are less than 18%.
- 3.7 Contractor shall keep the sludge in the thickeners and torque readings at an appropriate level that minimizes disruption of the normal operation of the plants at all times, including weekends.
- 3.8 The Contractor shall provide a sufficient number of watertight containers and transporting vehicles at the plants to enable continuous operation of the described on-site water treatment sludge dewatering, hauling, and disposal service. This requirement shall also apply to the time period that on-site scales are not available for use. All containers shall be covered with tarpaulins prior to leaving plants and en route to disposal site(s). **Revised 07/31/09**
- 3.9 **The Contractor will require weighing filled and emptied containers at one of the City's scales located at the SEWPP or at a certified public scale.** The Contractor will be responsible for any fee charged at a public scale.
- 3.10 The Contractor shall sample each container for percent solids to determine the dry tonnage of hauled sludge. The sample shall be analyzed in accordance with an approved standard (ASTM or equivalent). Prior to commencing the work, the Contractor shall provide a copy of that standard to the Plant Operations Manager or his designee for approval. The City reserves the rights to obtain a split sample for verification purposes. The sample results analyzed by the City will supersede the Contractor's.
- 3.11 The Contractor shall perform a dewatered sludge sample analysis at least once per year. All parameters as required by "TCEQ Instructions and Procedural Information for the Registration of the Land Application of Water Treatment Sludge" shall be analyzed. During the contract term, the Contractor shall also perform additional sampling, if required, at no additional cost to the City to comply with any changes made by federal, state, and local regulatory agency.
- 3.12 The Contractor must be equipped to exchange information electronically with the City in a format that is compatible with Microsoft Office software. It shall be solely the Contractor's responsibility to facilitate this electronic exchange. The Contractor shall bear all costs for providing this interface with the City.
- 3.13 At a minimum, Contractor shall furnish a monthly progress report to the Plant Operation Manager, or his designee, by the 15th day of the following month. The report shall include, but not limited to:
- 3.13.1 all data required for federal, state, and local reports,
 - 3.13.2 monthly usage and MSDS sheets of sludge polymers,
 - 3.13.3 number of trucks/bins hauled
 - 3.13.4 volume of dry solids hauled in tons,
 - 3.13.5 analytical testing reports, if any,
 - 3.13.6 disposal manifests, and
 - 3.13.7 documentation of maintenance records on dewatered system.
- 3.14 Contractor shall provide other reports as reasonably stipulated by the Plant Operations

MANDATORY PRE-BID CONFERENCE:

A Pre-Bid Conference will be held for all Prospective Bidders at the Conference Room of the Northeast Water Purification Plant (NEWPP), 12121 North Sam Houston Parkway East, Humble, Texas 77346 (See map below), at **10:00 a .m. on Wednesday, August 12, 2009.**



In order to enter the NEWPP, all Prospective Bidders are required to complete the attached "Disclosure & Consent for Release of Information" form (Background Consent Form.pdf) for background check. The disclosure form shall be submitted to City of Houston, PWE/PUD/Drinking Water Operations, 611 Walker, 21st Floor, Houston, TX 77002, Attn: Hanh Pham or via fax: (713) 837-0548 or via email (preferred method) to hanh.pham@cityofhouston.net no later than 11:00 AM, Friday, August 7, 2009 (**NO EXCEPTIONS**).

WALK-THROUGH SCHEDULE:

Bidders will have the opportunity to tour the Northeast Water Purification Plant facility immediately following the pre-bid meeting. Site visit of the Southeast Water Purification Plant will be scheduled at the pre-bid meeting.



CITY OF HOUSTON

Public Works & Engineering
Public Utilities Division

Disclosure & Consent for Release of Information

Applicant Name: (First, Middle, Last)	Current Address: (Street Address)
(1) Other Name(s) Used: (Like Maiden)	City: State: Zip:
(2) Other Name(s) Used:	(1) Former Address:
Driver's License No. State Issued:	City: State: Zip:
Date of Birth:	(2) Former Address:
Place of Birth: (City, County, State, & Country)	City: State: Zip:

Applicant Instructions: Please read this disclosure and consent form carefully before signing. You will be provided a copy of this form at any time upon request.

DISCLOSURE AND CONSENT CONCERNING CONSUMER REPORTS AND CRIMINAL BACKGROUND CHECKS.

Read carefully. This consent and release has been provided to you for the City of Houston to request a criminal background check, consumer report, or investigative consumer reports in connection with your services as a contractor for the City of Houston.

The Applicant acknowledges that the City of Houston may now, or at any time while providing contract services, verify information within the application. The verifications and/or checks may include but not limited to: driving record, employment references, personal references, any educational and licensing institution and to receive any criminal record information pertaining to me which may be in the files of any Federal, State, or Local criminal justice agency in any State of the United States of America. A photocopy or telephonic facsimile (Fax) of this Disclosure and Consent authorization for Release of Information shall be valid as the original. The results of this verification process will be used to determine eligibility to provide contract services to the City of Houston. All results will be kept CONFIDENTIAL. The information obtained will not be provided to any parties other than to designated City of Houston personnel.

CONSENT STATEMENT:

I have carefully read and understand this disclosure and consent form and by my signature consent to the release of criminal background checks, consumer, or investigative consumer reports, as defined above. I further understand this consent will apply during the course of my services as a contractor to the City of Houston, and that such consent will remain in effect until revoked in a written document signed by me. In the event that I wish to refuse or revoke my consent at any time, I understand that I may do so. I further understand that any and all information contained by the City of Houston may be utilized for the purpose of obtaining a criminal background check, consumer reports or investigative consumer reports requested by the City of Houston and confirm that all such information is true and correct.

I, the undersigned applicant, do hereby certify that the information provided by me is true and complete to the best of my knowledge. I understand that any false statements will be considered as a cause for denied access to any City of Houston property to provide contract services.

I authorize the City of Houston and any of its agents/personnel, to disclose orally and in writing the results of this verification process and/or interview to authorized representatives. I do hereby agree to forever release and discharge the City of Houston, and personnel to the full extent permitted by law from any claims, damages, losses, liabilities, costs and expenses, or any other charge or complaint arising from the retrieving and reporting of information.

Signature: _____

Date: _____

Print Name: _____

END OF DOCUMENT