



**CITY OF HOUSTON**  
Administration and Regulatory Affairs Department  
**Strategic Purchasing Division**

**Annise D. Parker**  
Mayor

Calvin D. Wells, Deputy Director  
City Purchasing Agent  
P.O. Box 1562  
Houston, Texas 77251-1562

F. 832.393.8755  
<https://purchasing.houstontx.gov>

June 10, 2011

**Subject:** Letter of Clarification No. 1 to Invitation to Bid No. S12-S23936 for Chemical, Liquid Sodium Bisulfite for the Public Works and Engineering Department.

**To:** All Prospective Bidders:

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

1} **To revise the above referenced solicitation as follows:**

- **SECTION C, entitled GENERAL TERMS AND CONDITIONS is hereby changed as follows:**
  - I. Remove pages 16, 17, and 18 of 24 and replace with the attached 16, 17, and 18 of 24, marked ***"Revised 06/10/2011"***.

- **The following are questions posed by a prospective bidder(s) and the answers thereto:**

**Question #1** What size storage tanks do you have at these locations?

**Answer:** ***Tank sizes range from 4,000 to 5,000 gallons storage capacity.***

**Question #2** Will we be topping off the tanks or unloading 4000 or 5000 gallons of product at each hook up?

**Answer:** ***Unloading 4,000 to 5,000 gallons of product.***

**Question #3** Is the RFQ for Bi-Sulfite or Bi-Sulfate?

**Answer:** ***Liquid Sodium Bisulfite.***

**Question #4** I received my NMSDC certificate a couple of weeks ago! I'm now applying for Minority status with the City of Houston, please give me the name of the gentleman you mentioned that would be helpful.

**Answer:** ***Contact Tony Henshaw, Manager of the PWE Small Business Development Office, via email at [Tony.Henshaw@houstontx.gov](mailto:Tony.Henshaw@houstontx.gov).***

**Question #5** What is the anticipated award date?

**Answer:** ***On or before July 27, 2011.***

*Partnering to better serve Houston*

Council Members: Brenda Stardig Jarvis Johnson Anne Clutterbuck Wanda Adams Mike Sullivan Al Hoang Oliver Pennington  
Edward Gonzalez James G. Rodriguez Stephen C. Costello Sue Lovell Melissa Noriega C.O. "Brad" Bradford  
Jolanda "Jo" Jones **Controller: Ronald C. Green**

**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 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.

*Martin L. King*

Martin L. King  
Senior Staff Analyst  
832-393-8705

Attachments:                      Pages 16, 17, and 18 of 24 marked "**Revised 06/10/2011**"

**GENERAL TERMS AND CONDITIONS FOR CHEMICAL, LIQUID SODIUM BISULFITE, CONTINUED:**

**11.0 DELIVERY:**

**11.1** The Supplier agrees to make deliveries only "**after**" receipt of duly signed and approved Purchase Orders issued by the City of Houston, "**and only after ordered by an authorized representative of the user department.**"

**11.2 POINT OF DELIVERY:**

Shipment of liquid sodium bisulfite to the City of Houston must be accompanied by Material Safety Data Sheets (MSDS) to the following Public Works and Engineering Department user sites at the specified delivery times, including any other location deemed necessary by the City of Houston:

Turkey Creek	T.P.	1147 Enclave	7:30 A.M - 3:00 P.M.
Northgate	T.P.	303 Benman	7:30 A.M - 3:00 P.M.
Sims Bayou South	T.P.	3013 Old Galveston Rd.	7:30 A.M - 3:00 P.M.
Greenridge	T.P.	6301 W. Fuqua	7:30 A.M - 3:00 P.M.
Intercontinental	T.P.	2450 Rankin	7:30 A.M - 3:00 P.M.
Beltway	T.P.	10518 Bellaire	7:30 A.M - 3:00 P.M.
Easthaven	T.P.	8545 Scranton	7:30 A.M - 3:00 P.M.
West District	T.P.	255 Isolde	7:30 A.M - 3:00 P.M.
Sims Bayou	T.P.	9500 Lawndale	7:30 A.M - 8:00 P.M.
Almeda Sims	T.P.	12319 1/2 Almeda	24 HOUR DELIVERY
White Oak	T.P.	7103 W. Gulf Bank	7:30 A.M - 3:00 P.M.
FWSD # 23	T.P.	8219 Kellett	7:30 A.M - 3:00 P.M.
Northeast	T.P.	655 Maxey	7:30 A.M - 3:00 P.M.
Northwest	T.P.	5423 Mangum	7:30 A.M - 3:00 P.M.
Southwest	T.P.	4503 Beechnut	7:30 A.M - 3:00 P.M.
Southeast	T.P.	9610 Kingspoint	7:30 A.M - 3:00 P.M.
Chocolate Bayou	T.P.	9600 Martin Luther King	7:30 A.M - 3:00 P.M.
Homestead	T.P.	5565 Kirkpatrick	7:30 A.M - 3:00 P.M.
Northbelt	T.P.	14800 Peartex	7:30 A.M - 3:00 P.M.
WCID III	T.P.	10601 Huntington Point	7:30 A.M - 3:00 P.M.
Upper Brays	T.P.	13525 Old Westheimer	7:30 A.M - 3:00 P.M.
69th Street	T.P.	2525 S/Sgt. Macario Garcia	24 HOUR DELIVERY
Imperial Valley	T.P.	15500 Cotillion	7:30 A.M - 3:00 P.M.
Clinton Park	T.P.	9030 Clinton	7:30 A.M - 3:00 P.M.
Keegans Bayou	T.P.	9400 White Chapel	7:30 A.M - 3:00 P.M.
WCID #47	T.P.	7410 Galveston Rd.	7:30 A.M - 3:00 P.M.
Sagemont	T.P.	11700 Sagemont	7:30 A.M - 3:00 P.M.
MUD 203	T.P.	1215 Gears Road	7:30 A.M - 3:00 P.M.

**11.3 It is the responsibility of the Supplier to ensure that the carrier has all necessary equipment such as tools, fitting, hoses, coupling, and off-loading equipment to effect a safe and timely unloading so as not to disrupt routine plant operations. The Supplier will ensure that carrier vehicles are equipped with a suitable vehicle mounted pump to allow for product offloading. The City will not be responsible for demurrage charges resulting from use of City offloading equipment in lieu of adequate carrier offloading equipment. The Supplier assumes responsibility and liability for damage to any City property, including but not limited to chemical offloading equipment, gates, vehicles, concrete, and storage tanks.**

**11.4 It shall be the responsibility of the Supplier to make arrangements, and assume all financial obligations, including analytical costs, for the prompt clean-up and disposal of all contaminated product and associated chemical, unloading, storage, and feed systems at the affected user site, if the source of such contamination is found, subsequent to initial acceptance, to originate with any individual, or series of chemical deliveries. All clean up and disposal activities will be conducted in a manner consistent with the best available technology and conform to all local, state, and federal regulations. The Supplier shall assume the responsibility as the generator of such contaminated material, along with all inherent obligations to ensure proper disposal of contaminated material.**

**12.0 TIME OF DELIVERY:**

No deliveries will be accepted after the specified time of delivery noted in Section 11.2 unless special arrangements are made with the City or an emergency arises that requires a special delivery after the above mentioned time. A weight ticket from a state certified scale shall be furnished with each shipment showing the Gross, Tare and Net weight. The Supplier's truck will need to be equipped with male or female two (2) inch poly-glass connectors in order to connect to the sodium bisulfite tanks. Deliveries to any plant sites shall be made by tank trucks within twenty-four (24) hours after receiving an order from the City. The quantity per delivery shall be from 4,000-5,000 gallons as directed by the Wastewater Operations Division ordering personnel and samples shall be taken for testing by the Wastewater Operations Laboratory. The Supplier shall call the Control Center at (832) 395-4955 or (832) 395-4956 one (1) hour prior to arriving at the delivery site to confirm the actual delivery time.

**13.0 WARRANTY:**

The Bidder shall warranty that all liquid sodium bisulfite delivered, by the successful Bidder, is of at least as good a quality as that of the sample submitted with its bid, within accepted analytical tolerance for error in determination.

**14.0 BASIS FOR REJECTION:**

- 14.1 The City of Houston may reject and refuse delivery of any truckload lot of liquid sodium bisulfite solution that is not within the specific maximum and minimum limits of the listed parameters as enumerated in the "QUALITY" specification section.

**15.0 SHIPPING TERMS:**

Prices shall be F.O.B. Destination to the delivery location designated herein or on a purchase order. The Supplier shall retain title and control of all goods until they are delivered and off-loading is completed. All risk of transportation and all related charges shall be the responsibility of the Supplier. The Supplier shall file all claims for visible or concealed damage. The City will notify the Supplier promptly of any damaged goods and shall assist the Supplier in arranging for inspection.

**16.0 MATERIALS:**

The items furnished shall be the latest product in production to commercial trade, and shall be of the highest quality as to materials used. The Supplier furnishing these items shall be experienced in the production of such items and shall furnish evidence of having supplied similar items, which have been in successful operation. The Bidder shall be an established Supplier of the items bid.

**17.0 ADDITIONS & DELETIONS:**

The City, by written notice from the City Purchasing Agent to the Supplier, at any time during the term of this award, 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 Award shall be in accordance with the awarded specification/scope of services, and the charges or rates for items added shall be the same as specified on the bid form. In the event additional equipment, supplies, locations and/or services are not identical to the item(s) already under the Award, the charges therefor will then be the Supplier's normal and customary charges or rates for the equipment, supplies, locations and/or services classified on the bid form.

**18.0 FORCE MAJEURE:**

- 18.1 Timely performance by both parties is essential to this award. However, neither party is liable for delays or other failures to perform its obligations under this Award to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority. In case of emergencies, the Supplier will provide the City 24/7 contact information.
- 18.2 This relief is not applicable unless the affected party does the following:
- 18.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and
  - 18.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.
- 18.3 The City may perform the awarded Bidder's functions itself or bid them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Award by the City.
- 18.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this Award by giving 30 days' written notice to Supplier. This termination is not a default or breach of this Award. SUPPLIER WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AWARD AT THE TIME OF THE TERMINATION.

**19.0 BID SAMPLE:**

19.1 If requested by the City, bidders will be required to submit samples of the items proposed within seven (7) working days of such request. The samples will be used to determine if the proposed items meet the specifications stated herein. Send samples to:

City of Houston - PWE  
Wastewater Lab  
10500 Bellaire Blvd.  
Houston, Tx 77072-5212

- 19.2 **If the Bidder fails to provide samples within the seven (7) working days, as required, the City may reject the bid and not consider it for further evaluation.**
- 19.3 These samples, if not subject to destructive testing, will be returned to the supplying Supplier. A notice will be mailed to the Supplier when samples are ready to be released by the City. Supplier will have fourteen (14) calendar days to redeem the samples. If samples are not redeemed within this time period the City cannot be responsible for condition or loss of the subject items.