



**CITY OF HOUSTON**  
FINANCE DEPARTMENT  
Strategic Procurement Division

**Annise D. Parker**

Mayor

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February 24, 2015

**SUBJECT:** Letter of Clarification No. 1  
**REFERENCE:** Invitation to Bid (ITB) No. S12-S25340  
**TO:** All Prospective Respondents:

This Letter of Clarification is issued for the following reasons:

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

- 1) Replace ITB pages 17 and 18 with the revised pages 17A and 18A of 26.

• **The following questions and City of Houston responses are hereby incorporated and made a part of the ITB:**

1. **Vendor Question:**  
Is Metro Central still a point of delivery?

**COH Response:**

Yes, Metro Central - 12815 Galveston Rd. 77598 will be a delivery point.

2. **Vendor Question:**  
Whether the COH should be invoiced on the supplier's scale ticket or a local scale ticket?

**COH Response:**

Invoice by local scale ticket. Specifically, a local state of Texas certified public scale station. The City will require gross weight (product and truck with driver out of the cab) before delivery and gross weight (product that is left in the tank due to not able to pump out, the truck with driver out of the cab) after the delivery. The City may accept supplier's on-site scale, if the scale has a yearly certification by the State of Texas. Otherwise, the supplier will need to locate a nearby state certified public facility and weigh the truck and product before and after the delivery.

3. **Vendor Question:**  
What are the estimated volumes?

**COH Response:**

The City uses an average of 620,000 lbs. of Sodium Bisulfite per month but this can change up or down since it is an estimate.

LETTER OF CLARIFICATION No.1  
Chemical, Liquid Sodium Bisulfite  
SOLICITATION No.S12-S25340

When issued, Letter(s) of Clarification shall automatically become a part of the proposal 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 proposers to ensure that it has obtained all such letter(s). By submitting a proposal on this project, proposers shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this proposal.

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

*Martin L. King*

Martin L. King  
Senior Staff Analyst  
Strategic Procurement Division  
832-393-8705

Attachment: Revised pages 17A and 18A

**END OF LETTER OF CLARIFICATION 1**

*Partnering to better serve Houston*

**Council Members:** Helena Brown Jerry Davis Ellen Cohen Wanda Adams Mike Sullivan Al Hoang Oliver Pennington Edward Gonzalez  
James G. Rodriguez Mike Laster Larry Green Stephen C. Costello Andrew Burks Melissa Noriega C.O. "Brad" Bradford  
Jack Christie **Controller:** Ronald C. Green

12.0 **DELIVERY:**

12.1 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.**"

12.2 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: Deliveries are to be made to the appropriate sites, Monday through Friday, unless otherwise specified, at the times indicated herein, with standard provisions to be made for deliveries on holidays, weekends and during periods of high product demand. There can be no extra charges to the City for pre-loaded trailers or weekend or holiday deliveries, if deliveries are requested for these times.

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.	15525 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.
Northborough	T.P.	13131 N. Freeway	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.
<u>Metro Central</u>	<u>T.P.</u>	<u>12815 Galveston Rd.</u>	<u>7:30 A.M - 3:00 P.M.</u>

12.3 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. Driver must remain outside the vehicle to monitor the entire offloading process, and must remain within 50 feet of the offloading station and in unobstructed view of the offloading station.

12.4 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.

- 12.5 The Supplier and/or carrier are responsible for containment and cleanup of any product material released during transportation, delivery or unloading. The unloading area is to be free of any product material after offloading has been completed. The City reserves the right to delay final weighing of the carrier vehicle, at no cost to the City for demurrage or other costs, until any spilled product has been cleaned to the City's satisfaction or an acceptable agreement for cure has been reached between the Supplier and the City.
- 12.6 The Supplier assumes responsibility for damage to any City property, including but not limited to chemical offloading equipment, gates, vehicles, concrete and storage tanks. Supplier shall be liable for any damages caused by the delivery vehicle, delivery agent, or delivered material; and such damages shall be corrected within seventy-two (72) hours unless normal operations are impaired or interrupted in which case the repairs will be started within eight (8) hours and continued nonstop until completed. The only exceptions to these conditions must have written recommendations by the Branch Manager, Wastewater Operations Branch subject to approval by the Public Works & Engineering Director.
- 12.7 The Supplier must comply with site-specific safety training and regulations while in the plant. It will be the responsibility of the supplier's carrier to equip each vehicle entering the facility with appropriate personal protective equipment (PPE) such as safety shoes, safety glasses with side shields and NIOSH/MSHA approved respirators for the safe offloading and spill cleanup associated with normal offloading procedures. The City reserves the right to request the Supplier to replace any delivery personnel who refuses to comply with City regulations.
- 12.8 Additional supplies may occasionally be required on an emergency basis. Supplier must make provisions for emergency delivery outside of the above-listed normal delivery timelines, to maintain adequate supply. In an emergency the Supplier must be able to deliver within 8 hours of the order being placed.
- 12.9 The Supplier must provide a roster of its employees and/or designated drivers to the respective Wastewater Plant locations for required security clearance. Roster must include employee's and/or designated agent's full name, driver's license number, and must be accompanied by clear photos of each employee and/or designated driver and copies of their drivers' licenses. Employees who have been screened will then be issued a visitor's badge. Any changes to the roster must be forwarded to the City prior to such employees arriving at any of the Wastewater Plant locations. **Employees and/or designated agents not listed on the Supplier's roster will not be allowed entry into the facility.**
- 12.10 No deliveries will be accepted after the specified time of delivery noted in Section 12.2 unless special arrangements are made with the City or an emergency arises that requires a special delivery outside of the above mentioned times. 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. If there is a delay in the delivery schedule, Supplier must notify the Control Center immediately, as time is of the essence for this contract and Supplier must make provisions to ensure and maintain adequate supply of the product.

**\*12.11 No shipment may be offloaded without prior confirmed authorization to unload from the Wastewater Operations Staff. No connections will be allowed between the vehicle trailer and offloading station until driver receives such authorization from the Wastewater Operations Staff.**

### 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.