CITY OF HOUSTON

Strategic Purchasing Division
Administration and Regulatory Affairs
Department

Bill White
Mayor

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City Purchasing Agent
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October 10, 2008

SUBJECT: Letter of Clarification No. 2 to ITB No. S-11-L22950 for Used Oil, Oily Water, Oil Filters, Used Antifreeze and Absorbents Services for Various Departments

TO: All Prospective Bidders

This Letter of Clarification is issued for the following reasons:

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

Technical Specification:

1. Remove pages 7 and 14 of 40 and **replace** with pages 7 and 14 marked revised 101/10/2008.

Section C - General Terms & Conditions:

2. Remove page 32 of 40 and **replace** with page 32 of 40 marked revised 10/10/2008.

3. Add page 32A of 40.

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

If you have any questions or if further clarification is needed regarding this solicitation, please contact me at 832-832-8750.

Sincerely,

Gloria Jordan-King

Gloria Jordan-King
Senior Procurement Specialist
Strategic Purchasing Division

Partnering to better serve Houston...

Council Members: Toni Lawrence Jarvis Johnson Anne Clutterbuck Wanda Adams Mike Sullivan M.J. Khan, P.E. Pam Holm Adrian Garcia James Rodriguez Peter Brown Sue Lovell Melissa Noriega Ronald C. Green Jolanda "Jo" Jones Controller: Annise D. Parker

Pick up of Used Oil and Watery Oil (continued)

Location	Estimated Gallons per Month	Drum and/or Tank Size
Parks & Recreation Department		
6200 Wheeler	250	500 gallon tank (above ground)
6501 Memorial Drive	60	55 gallon drum
6001 Memorial Loop	36	55 gallon drum
8910 Bissonnet	60	55 gallon drum
8201 John Ralston	45	55 gallon drum
9500 Martin L. King	60	55 gallon drum
6600 Harbor Town Dr.	45	55 gallon drum
11600 Wallisville Rd	60	55 gallon drum
18203 Groschke	60	500 gallon tank (above ground)
6520 Almeda	60	500 gallon tank (above ground)
4719 North Shepherd	600	
Public Works & Engineering Department		
5900 Teague	125	500 gallon tank
802 East Burress	200	500 gallon tank
7101 Renwick	200	500 gallon tank
2700 Dalton	200	500 gallon tank
100 Japhet	500	500 gallon tank
801 Gillette	1000	1000 gallon tank
8002 Airline	100	500 gallon tank
5500 N. McCarty St.	100	250 gallon tank
7207 Fairview	200	1000 gallon tank
12423 Bellaire Blvd	200	1000 gallon tank
2525 S/Sgt. Macario Garcia	85	55 gallon drums (4) and (1) 1000 gl. Tank
12319-1/2 Almeda Road	40	500 gallon tank
10518 Bellaire Blvd.	40	500 gallon tank
9600 Martin Luther King	40	500 gallon tank
8545 Scranton	40	500 gallon tank
6301 #1 West Fuqua	40	500 gallon tank
2450 Rankin Road	40	500 gallon tank
9400 White Chapel Lane	40	500 gallon tank
12815 Galveston Road	40	500 gallon tank
14506 Smith Toad	40	500 gallon tank
303 Benmar	40	500 gallon tank
5423 Mangum Road	40	55 gallon drum (1) and 500 gallon tank
16500 Park Row	40	500 gallon tank
11700 Sage arbor	40	500 gallon tank
12121 North Sam Houston Parkway – (New) North East Wastewater Plant	**15-20**	**2-55 gallon drums**

15.0 Additions & Deletions:

15.1 The City, by written notice from the City Purchasing Agent to the Contractor, at anytime during the term of this contract, may add or delete like services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the contract services and charges or rates as an item already specified in the fee schedule. In the event the additional service is not identical to any item already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, locations and/or services classified in the Contract Fee Schedule.

16.0 Estimated Quantities Not Guaranteed:

16.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of used oil, oily water, oil filters, antifreeze, and absorbents disposal services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of disposal during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing requiring all the quantities specified herein.

17.0 Payment by Contractor:

17.1 All payments for used oil will be sent to the participating department within 45 days from date of pick-up.

18.0 Invoicing:

In order to expedite payments:

18.1 Invoices are to be mailed to each department and must include the name of the Department, Division or Section to which merchandise was pick-up and the City of Houston Purchase Order Number.

18.2 All invoices must have a description of the item.

18.3 Mail invoices to the accounts payable section of the Department and to the address, as noted on individual purchase orders.

18.4 All packing slips and pick up tickets must be signed by the receiving employee and must show his/her City employee number

19.0 Local Presence:

19.1 The contractor with any respect to any goods, material, equipment, supplies and parts furnished shall have authorized facility(s) located within the Houston Galveston Region (Harris County and its seven adjacent counties Brazoria, Chambers, Fort Bend, Liberty, Galveston, Montgomery and Waller).

EXHIBIT "A"
DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Absorbent" is defined as a material which, when properly selected and used, can soak up and slow the movement of used oil. The three general classes of absorbents are synthetic pads, clay (commonly called "Kitty Litter"), and cellulose materials."

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"Antifreeze" is defined by TCEQ as a solution of ethylene glycol (sometimes propylene glycol), water and additives. Antifreeze is used to protect liquid-cooled internal-combustion engines to prevent freezing during the winter and boil-over during the summer and consequently damage to the engine water jacket and radiator. During use, an antifreeze solution eventually becomes contaminated and is unfit for future use without processing."

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor Administrator" means the representative of the appropriate Department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" means the Directors of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Oily Water" is defined as oil that has been used for its intended purpose of lubrication in engines, motors, transmissions, equipment, or machinery, etc., has been removed from one of these items, meets the requirements of EPA 40 CFR279.11, and contains more than 20% of water by volume.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

"Used Oil" is defined as oil that has been used for its intended purpose of lubrication in engines, motors, transmissions, equipment, or machinery, etc., has been removed from one of these items, meets the requirements of EPA 40 CFR279.11 and does not contain more than 20% water by volume.