



CITY OF HOUSTON

Administration and Regulatory Affairs Department
Strategic Purchasing Division

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September 26, 2012

Subject: Letter of Clarification No. 3 to Invitation to Bid No. S12-S24357 Chemical, Liquid Ammonium Sulfate for the Public Works and Engineering Department

To: All Prospective Bidders:

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

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

- 1) **Replace document pages 17A and 18 of 25 with the attached revised pages 17A and 18A of 25 marked "Revised 09/26/2012".**

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

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

Martin L. King

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Senior Staff Analyst
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Partnering to better serve Houston

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

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 Unless otherwise stated in the Bid Form or Specifications, deliveries must consist only of new and unused merchandise.
- 11.3 Full tare must be allowed and no charges made for packages.
- 11.4 In the event that the deliveries of the supplies covered in the proposal are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to terminate. The defaulting Contractor/Supplier will be deemed non-responsible and will be disqualified from bidding on the contract if it is re-let by the City within ninety (90) days of such termination.
- 11.5 The Bidder must demonstrate its ability to secure and deliver any item within 24-hours after order request notification. Forty-eight (48) hour delivery services may be required in some instances; therefore, the Bidder must be able to provide such service.
- 11.6 The Supplier agrees to make deliveries only "after" receipt of duly signed and approved Purchase Orders issued by the City of Houston City Purchasing Agent, "**and only after ordered by an authorized representative of the user department.**" **Deliveries are required to check in with the East Water Purification Control Center at 713-330-2561 1-hour before delivery and give all necessary information required.**
- 11.7 Deliveries will be made to the following facilities or other City of Houston facilities, which may become necessary during the life of the Award:
- 11.7.1 Acres Homes Plant - 1810 Dollywright
 - 11.7.2 Bellaire Braes Plant - 12423 Bellarie Blvd.
 - 11.7.3 Jersey Village Plant - 7207 Fairview
 - 11.7.4 Katy Addicks Plant - 11500 Old Katy Rd.
 - 11.7.5 Katy Addicks Re-pump - 1456 Brittmore
 - 11.7.6 Southwest Plant - 4410 Westpark
 - 11.7.7 Spring Branch Plant - 9400 Kempwood
 - 11.7.8 Sims Bayou - 13840 Croquet
 - 11.7.9 Northeast Water Purification Plant - 12121 North Sam Houston Parkway**
 - 11.7.10 Park Glen - 10923 Stancliff Rd.**
- 11.8 Deliveries shall be made to the Houston Water Purification Facilities at such intervals as specified in the purchase orders issued by the user department's authorized representative. It is the responsibility of the Supplier to ensure that the carrier has all necessary equipment such as tools, fitting, minimum 40' hoses, coupling, and off-loading equipment to effect a safe and timely unloading so as not to disrupt routine purification plant operations. The Supplier will ensure that carrier vehicles are equipped with a suitable vehicle mounted pump to allow for product offloading. 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.
- 11.9 Deliveries are to be made to the appropriate purification facility between the hours of **7:30 a.m. to 3:30 p.m.**, Monday through Friday, with standard provisions to be made for deliveries on holidays and weekends, during these same hours, and during periods of high product demand. These hours are subject to change upon Operations needs. **A Material Safety Data Sheet (MSDS) must accompany each shipment.** The Supplier must have a Certificate of Analysis along with the bill of lading at time of delivery. The successful Bidder must make adequate provisions for product supply and transportation, and must maintain close contact with the user department's authorized representative at all times. Additionally, the successful Bidder must make provisions for emergency delivery within 24-hours of the above listed normal delivery hours, at all times, to maintain adequate supply. Additional supplies may occasionally be required on an emergency basis.

- 11.10 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.
- 11.11 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, and any responsibilities arising from future lawsuits or clean-up costs associated with disposal of such contaminated materials.
- 11.12 The Supplier's carrier is responsible for containment and clean up of any product material released during offloading. The offloading area is to be free of any product material after offloading has been completed. In the event of product spillage, there will be 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.
- 11.13 The Supplier's carrier must comply with site-specific safety training and regulations while in the plant. It will be the responsibility of the supplier/contractor's carrier to equip each vehicle entering the facility with appropriate personal protective equipment (PPE) provided on the MSDS 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.**

12.0 TESTING OF DELIVERIES:

The quality of LIQUID AMMONIUM SULFATE in each truck lot will be determined from the accompanying representative certificate of analysis and/or a sample collected upon arrival at the Point of Delivery for each truckload. The supplier may have a representative present at the time of sampling. These samples will be pulled at random to and analyzed to ensure product being delivered meets specification parameters.

13.0 WARRANTY:

The Bidder shall warranty that all LIQUID AMMONIUM SULFATE 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:

The City of Houston may reject and refuse delivery of any truckload lot of LIQUID AMMONIUM SULFATE 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.