



CITY OF HOUSTON INVITATION TO BID

Issued: August 04, 2008

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 until **10:30 A.M. August 28, 2008** and all bids will be opened and publicly read in the City Council Chamber at 11:00 A.M. on that date for the purchase of:

SALE OF SCRAP METAL MATERIAL SERVICES

For Various Departments

Bid Invitation No. S11-L22942

NIGP: 998-68

BUYER

Questions regarding this solicitation document should be addressed to **Gloria Jordan-King, Sr. Procurement Specialist**, at (832)832-8750, or e-mail to gloria.king@cityofhouston.net

Pre-bid Conference

A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Concourse Level, Conference Room #2, City Hall, 901 Bagby, at 1:30 p.m. on Wednesday, August 20, 2008.

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the bidding documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this bidding 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. No verbal responses will otherwise alter the specifications, terms and conditions as stated herein.

Bidding forms, specifications and all necessary information may be obtained from the office of the City Purchasing Agent, 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 - OFFICIAL BID FORM

SECTION B – SCOPE OF WORK/SPECIFICATIONS

SECTION C - GENERAL TERMS & CONDITIONS

***NOTE 1: ACTUAL PAGE NUMBERS FOR EACH SECTION MAY CHANGE WHEN THE BID 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 ALL PAGES FROM SECTION A (OFFICIAL BID FORM) INCLUDING THE SIGNATURE PAGE WHICH MUST BE SIGNED BY A COMPANY OFFICIAL AUTHORIZED TO BIND THE COMPANY.

INSTRUCTIONS FOR BIDDING AND TERMS & CONDITIONS

1. All bids must show the full name of the firm bidding and must be on forms furnished by the Purchasing Section of the Strategic Purchasing Division, Finance and Administration Department, and must be written in ink or typed. Pencil quotations will not be considered. Bids should be filed in duplicate and at least one copy of the Bid Form must be manually signed in ink by an authorized officer of the company and title must be shown. Obligations assumed by the signature must be fulfilled. The title of the bid must be shown on the front of envelope(s) containing the Bid Form(s).
2. **TIME AND DATE:** Bids **MUST** be in the Office of City Secretary, City Hall Annex, Public Level, 900 Bagby, at or before 10:30 A.M. on the day bids are due; an early postmark will not suffice. Be sure you have allowed ample time for postal delivery. CAUTION: Bids mailed on the day before bids are due may not be received in time to be considered.
3. **WITHDRAWAL OF BID:** A bidder may withdraw its offer before the expiration of the time during which the offer may be submitted, without prejudice, by submitting a written request for its withdrawal to the City Secretary.
4. The Official Bid Form should indicate the Unit Price for the specified item/service and the Total Price after multiplying the Estimated Quantity times the Unit Price. In case of conflict between Unit Price and the Total Price once computed using the Estimated Quantity, the Unit Price shall control. The Unit Price shall be inclusive of all costs, including insurance and transportation costs. **Cash discounts will not be considered in the award of bids.**
5. No change in price will be considered after bids have been opened.
6. Provisions of the City's Official Bid Form, Specifications, and General Terms & Conditions must not be altered. Any erasure or alteration of figures or terms may invalidate the bid on the item on which the erasure or alteration is made. Submission or attachment of company "Quotation Forms" containing alternative terms and/or conditions is not acceptable and may result in your bid being determined as non-responsive.
7. Bids will not be considered in cases in which bidder quotes an item price and also an alternate price on a proposed substitute item, except in cases in which alternate bids are called for. If bidder wishes to submit more than one bid on the same item, separate Bid Forms for each bid, complete with its own original signature page, must be submitted.
8. All bids are for delivery not later than the time stated in the specifications, F.O.B. the point of delivery stated in the Specifications and/or Bid Form.
9. **Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the City Secretary's Office, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002.**
10. If your firm chooses not to submit a bid, please complete the No Bid Sheet at the back of this bid document and forward it to the Buyer listed on the bottom of the form.
11. **Cost of Bid/Proposal Preparation:** The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

**SECTION A
OFFICIAL BID FORM**



**SALE OF SCRAP METAL MATERIAL SERVICES
For Various Departments
Bid Invitation No. S11-L22942**

To The Honorable Mayor
and Members of the City Council
of the City of Houston, Texas (the "City"):

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain **Contract for Sale of Scrap Metal Material Services for a three (3) year term with up to two (2) one-year option periods for Various Departments**" which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "Contract"). This offer is made at the following prices. When issued, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a Contract covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

The City of Houston reserves the option to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

If the City accepts the foregoing offer, this Bidder promises to deliver to the City Purchasing Agent of the City, five (5) original counterparts of said Contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article VI of the Contract, all on or before the tenth (10th) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

The City reserves the right to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

If the City accepts the foregoing offer, this bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide sale of scrap metal material for the City in accordance with attached Specifications.

ESTIMATED QUANTITIES NOT GUARANTEED

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of sale of scrap metal material services during the term of this contract. The quantities may vary depending upon the actual needs of the user departments. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into with third parties based on the City purchasing/requiring all the quantities specified herein.

PRICING SCHEDULE FERROUS & NON-FERROUS METALS

For Category I and II, Contractor to provide scrap metal bins of not less than 24 cu. yds. within three calendar days of initial request. After scrap metal bins are filled by the City of Houston, the City of Houston will contact the Contractor by phone or fax and request pick-up. After notification by the City the Contractor will pick-up containers in less than two City work days, during normal working hours. Scrap containers must be loaded and ready for pick up at least every 30 days with at least 10,000 lbs. Containers that require more than 30 days between loads will be priced at the less than 10,000 lb. price.

Category III material will be delivered to the Contractor's facility and unloaded by the City of Houston. Certified Weight ticket will be provided to the City's delivery employee or delivery agent.

Selling price will be based on a percentage of the average price posted in the American Metal Market scrap metal pricing category for the Houston area as published on the 15th day of the month or first working day following the 15th of the month in which the scrap metal was picked up by the buyer or delivered by the seller.

The City shall have full audit rights on all documents relating to the sale of the material. The City shall provide reasonable notice to Contractor of any pending audit.

Year One

Category I <30 day & = 10,000 lbs. or more: Containers held less than 30 days and holding 10,000 lbs. or more.

Item No.	City Scrap Metal Classification/American Metal Market, Classification	Est. Qty.	X	American Metal Mkt. Reference Price of 07/02/008	=	Market Price Total	X % rate contractor will pay	=	Yearly Total
1.	Copper, Scrap Clean & Insulated/No.2 Heavy Copper & Wire	1,780 lb.	X	\$2.67 lbs.	=	\$4752.00	X _____%	=	\$_____
2.	Aluminum Breakage, Clean & Unclean/Old Aluminum Sheet & Cast	23,350 lb.	X	\$0.55 lbs.	=	\$12842.50.00	X _____%	=	\$_____
3.	Ferrous Metal/No. 2 Heavy Melt	160,100 Tons	X	\$420.00 Tons	=	\$67,242,000.00	X _____%	=	\$_____
4.	Tin, Bailing Scrap/No. 2 bundles	420 Tons	X	\$370.00 Tons	=	\$155,400.00	X _____%	=	\$_____
5.	Stainless Steel Breakage/18-8 Bundles, Solids, Clips	212 lb.	X	\$.91 lbs.	=	\$192.92	X _____%	=	\$_____

Year One Total Category I

\$_____

Year One

Category II >30 day &/or < 10,000 lbs.: Containers held more than 30 days and or holding less than 10,000 lbs.

Item No.	City Scrap Metal Classification/American Metal Market, Classification	Est. Qty.	X	American Metal Mkt. Reference Price of 07/02/008	=	Market Price Total	X % rate contractor will pay	=	Yearly Total
6.	Copper, Scrap Clean & Insulated/No.2 Heavy Copper & Wire	100 lb.	X	\$ 2.67lb.	=	\$267.00	X _____%	=	\$_____
7.	Aluminum Breakage, Clean & Unclean/Old Aluminum Sheet & Cast	100 lb.	X	\$.55 lb.	=	\$55.00	X _____%	=	\$_____
8.	Ferrous Metal/No. 2 Heavy Melt	10,000 Tons	X	\$420.00 Ton	=	\$4,200,000.00	X _____%	=	\$_____
9.	Tin, Bailing Scrap/No. 2 bundles	50 Tons	X	\$370.00 Ton	=	\$18,500.00	X _____%	=	\$_____
10.	Stainless Steel Breakage/18-8 Bundles, Solids, Clips	150lb.	X	\$.91 lb.	=	\$136.50	X _____%	=	\$_____

Year One Total Category II

\$_____

Category III Delivered Scrap: Scrap Metal Material Delivered by the City of Houston to Buyer

Item No.	City Scrap Metal Classification/American Metal Market, Classification	Est. Qty.	X	American Metal Mkt. Reference Price of 07/02/008	=	Market Price Total	X % rate contractor will pay	=	Yearly Total
11.	Ferrous Metal/No. 2 Heavy Melt	765 Tons	X	\$420.00 Ton	=	\$321,300.00	X _____%	=	\$_____
12.	Stainless Steel Breakage/18-8 Bundles, Solids, Clips	1,000 lb.	X	\$.91lb.	=	\$910.00	X _____%	=	\$_____

Year One Total Category III

\$_____

Year One Grand Total Category I, II and III

\$_____

Year Two

Category I <30 day & = 10,000 lbs. or more: Containers held less than 30 days and holding 10,000 lbs. or more.

Item No.	City Scrap Metal Classification/American Metal Market, Classification	Est. Qty.	X	American Metal Mkt. Reference Price of 05/02/2008	=	Market Price Total	X % rate contractor will pay	=	Yearly Total
1.	Copper, Scrap Clean & Insulated/No.2 Heavy Copper & Wire	1,780 lb.	X	\$2.67 lbs.	=	\$4,752.60	X _____%	=	\$_____
2.	Aluminum Breakage, Clean & Unclean/Old Aluminum Sheet & Cast (PWE 10,000 lbs);(Parks 600)	23,350 lb.	X	\$0.55 lbs.	=	\$12,842.50	X _____%	=	\$_____
3.	Ferrous Metal/No. 2 Heavy Melt	160,100 Tons	X	\$.420 Tons	=	\$67,242,000.00	X _____%	=	\$_____
4.	Tin, Bailing Scrap/No. 2 bundles	420 Tons	X	\$.370 Tons	=	\$155,400.00	X _____%	=	\$_____
5.	Stainless Steel Breakage/18-8 Bundles, Solids, Clips	212 lb.	X	\$.91 lbs.	=	\$192.92	X _____%	=	\$_____

Year Two Total Category I \$_____

Year Two

Category II >30 day &/or < 10,000 lbs.: Containers held more than 30 days and or holding less than 10,000 lbs.

Item No.	City Scrap Metal Classification/American Metal Market, Classification	Est. Qty.	X	American Metal Mkt. Reference Price of 05/02/2008	=	Market Price Total	X % rate contractor will pay	=	Yearly Total
6.	Copper, Scrap Clean & Insulated/No.2 Heavy Copper & Wire	100 lb.	X	\$ 2.67lb.	=	\$267.00	X _____%	=	\$_____
7.	Aluminum Breakage, Clean & Unclean/Old Aluminum Sheet & Cast	100 lb.	X	\$.55 lb.	=	\$55.00	X _____%	=	\$_____
8.	Ferrous Metal/No. 2 Heavy Melt	10,000 Tons	X	\$ 420.00 Ton	=	\$4,200,000.00	X _____%	=	\$_____
9.	Tin, Bailing Scrap/No. 2 bundles	50 Tons	X	\$370.00Ton	=	\$18,500.00	X _____%	=	\$_____
10.	Stainless Steel Breakage/18-8 Bundles, Solids, Clips	150 lb.	X	\$.91 lb.	=	\$136.50	X _____%	=	\$_____

Year Two Category II Total \$_____

Year Two

Category III Delivered Scrap: Scrap Metal Material Delivered by the City of Houston to Buyer

Item No.	City Scrap Metal Classification/American Metal Market, Classification	Est. Qty.	X	American Metal Mkt. Reference Price of 07/02/008	=	Market Price Total	X % rate contractor will pay	=	Yearly Total
11.	Ferrous Metal/No. 2 Heavy Melt	765 Tons	X	\$420.00 Ton	=	\$321,300.00	X _____%	=	\$ _____
12.	Stainless Steel Breakage/18-8 Bundles, Solids, Clips	1000 lb.	X	\$.91lb.	=	\$910.00	X _____%	=	\$ _____

Year Two Total Category III \$ _____

Year Two Grand Total Category I, II and III \$ _____

Year Three

Category I <30 day & = 10,000 lbs. or more: Containers held less than 30 days and holding 10,000 lbs. or more.

Item No.	City Scrap Metal Classification/American Metal Market, Classification	Est. Qty.	X	American Metal Mkt. Reference Price of 05/02/2008	=	Market Price Total	X % rate contractor will pay	=	Yearly Total
1.	Copper, Scrap Clean & Insulated/No.2 Heavy Copper & Wire	1,780lb.	X	\$2.67 lbs.	=	\$4,752.60	X _____%	=	\$ _____
2.	Aluminum Breakage, Clean & Unclean/Old Aluminum Sheet & Cast	23,350 lb.	X	\$0.55 lbs.	=	\$12,842.50	X _____%	=	\$ _____
3.	Ferrous Metal/No. 2 Heavy Melt	160,100 Tons	X	\$420.00 Tons	=	\$67,242,000.00	X _____%	=	\$ _____
4.	Tin, Bailing Scrap/No. 2 bundles	420 Tons	X	\$370.00 Tons	=	\$155,400.00	X _____%	=	\$ _____
5.	Stainless Steel Breakage/18-8 Bundles, Solids, Clips	212 lb.	X	\$.91 lbs.	=	\$192.92	X _____%	=	\$ _____

Year Three Total Category I \$ _____

Year Three

Category II >30 day &/or < 10,000 lbs.: Containers held more than 30 days and or holding less than 10,000 lbs.

Item No.	City Scrap Metal Classification/American Metal Market, Classification	Est. Qty.	X	American Metal Mkt. Reference Price of 05/02/2003	=	Market Price Total	X % rate contractor will pay	=	Yearly Total
6.	Copper, Scrap Clean & Insulated/No.2 Heavy Copper & Wire	100 lb.	X	\$ 2.67lb.	=	\$267.00	X _____%	=	\$_____
7.	Aluminum Breakage, Clean & Unclean/Old Aluminum Sheet & Cast	100 lb.	X	\$.55 lb.	=	\$55.00	X _____%	=	\$_____
8.	Ferrous Metal/No. 2 Heavy Melt(10,000 Tons	X	\$420.00 Ton	=	\$4,200,000.00	X _____%	=	\$_____
9.	Tin, Bailing Scrap/No. 2 bundles	50Tons	X	\$370.00 Ton	=	\$18,500.00	X _____%	=	\$_____
10.	Stainless Steel Breakage/18-8 Bundles, Solids, Clips	150 lb.	X	\$.91 lb.	=	\$136.50	X _____%	=	\$_____

Year Three Total Category II

\$_____

Category III Delivered Scrap: Scrap Metal Material Delivered by the City of Houston to Buyer

Item No.	City Scrap Metal Classification/American Metal Market, Classification	Est. Qty.	X	American Metal Mkt. Reference Price of 07/02/008	=	Market Price Total	X % rate contractor will pay	=	Yearly Total
11.	Ferrous Metal/No. 2 Heavy Melt	765 Tons	X	\$420.00 Ton	=	\$321,300.00	X _____%	=	\$_____
12.	Stainless Steel Breakage/18-8 Bundles, Solids, Clips	1000 lb.	X	\$.91lb.	=	\$910.00	X _____%	=	\$_____

Year Three Total Category III

\$_____

Year Three Grand Total Category I, II and III

\$_____

Year Four (Option Year One)

Category I <30 day & = 10,000 lbs. or more: Containers held less than 30 days and holding 10,000 lbs. or more.

Item No.	City Scrap Metal Classification/American Metal Market, Classification	Est. Qty.	X	American Metal Mkt. Reference Price of 05/02/2008	=	Market Price Total	X % rate contractor will pay	=	Yearly Total
1.	Copper, Scrap Clean & Insulated/No.2 Heavy Copper & Wire	1,780 lb.	X	\$2.67 lbs.	=	\$4,752.60	X _____%	=	\$_____
2.	Aluminum Breakage, Clean & Unclean/Old Aluminum Sheet & Cast	23,350 lb.	X	\$0.55 lbs.	=	\$12,842.50	X _____%	=	\$_____
3.	Ferrous Metal/No. 2 Heavy Melt	160,100 Tons	X	\$420.00 Tons	=	\$67,242,000.00	X _____%	=	\$_____
4.	Tin, Bailing Scrap/No. 2 bundles	420 Tons	X	\$370.00 Tons	=	\$155,400.00	X _____%	=	\$_____
5.	Stainless Steel Breakage/18-8 Bundles, Solids, Clips	212 lb.	X	\$.91 lbs.	=	\$192.92	X _____%	=	\$_____

Year Four (Option Year One) Total Category I \$ _____

Category II >30 day &/or < 10,000 lbs.: Containers held more than 30 days and or holding less than 10,000 lbs.

Item No.	City Scrap Metal Classification/American Metal Market, Classification	Est. Qty.	X	American Metal Mkt. Reference Price of 07/02/008	=	Market Price Total	X % rate contractor will pay	=	Yearly Total
6.	Copper, Scrap Clean & Insulated/No.2 Heavy Copper & Wire	100 lb.	X	\$ 2.67lb.	=	\$267.00	X _____%	=	\$_____
7.	Aluminum Breakage, Clean & Unclean/Old Aluminum Sheet & Cast	100 lb.	X	\$.55 lb.	=	\$55.00	X _____%	=	\$_____
8.	Ferrous Metal/No. 2 Heavy Melt	10,000 Tons	X	\$ 420.00 Ton	=	\$4,200,000.00	X _____%	=	\$_____
9.	Tin, Bailing Scrap/No. 2 bundles	50 Tons	X	\$370.00 Ton	=	\$18,500.00	X _____%	=	\$_____
10.	Stainless Steel Breakage/18-8 Bundles, Solids, Clips	150 lb.	X	\$.91 lb.	=	\$136.50	X _____%	=	\$_____

Year Four (Option Year One) Category II Total \$ _____

Year Four (Option Year One)

Category III Delivered Scrap: Scrap Metal Material Delivered by the City of Houston to Buyer

Item No.	City Scrap Metal Classification/American Metal Market, Classification	Est. Qty.	X	American Metal Mkt. Reference Price of 07/02/008	=	Market Price Total	X % rate contractor will pay	=	Yearly Total
11.	Ferrous Metal/No. 2 Heavy Melt	765 Tons	X	\$420.00 Ton	=	\$321,300.00	X _____%	=	\$ _____
12.	Stainless Steel Breakage/18-8 Bundles, Solids, Clips	1,000 lb.	X	\$.91lb.	=	\$910.00	X _____%	=	\$ _____

Year Four (Option Year One) Total Category III \$ _____

Year Four (Option Year One) Grand Total Category I, II and III \$ _____

Year Five (Option Year Two)

Category I <30 day & = 10,000 lbs. or more: Containers held less than 30 days and holding 10,000 lbs. or more.

Item No.	City Scrap Metal Classification/American Metal Market, Classification	Est. Qty.	X	American Metal Mkt. Reference Price of 05/02/2008	=	Market Price Total	X % rate contractor will pay	=	Yearly Total
1.	Copper, Scrap Clean & Insulated/No.2 Heavy Copper & Wire	1,780 lb.	X	\$2.67 lbs.	=	\$4,752.60	X _____%	=	\$ _____
2.	Aluminum Breakage, Clean & Unclean/Old Aluminum Sheet & Cast	23,350 lb.	X	\$0.55 lbs.	=	\$12,842.50	X _____%	=	\$ _____
3.	Ferrous Metal/No. 2 Heavy Melt	160,100 Tons	X	\$420.00 Tons	=	\$67,242,000.00	X _____%	=	\$ _____
4.	Tin, Bailing Scrap/No. 2 bundles	420 Tons	X	\$370.00 Tons	=	\$155,400.00	X _____%	=	\$ _____
5.	Stainless Steel Breakage/18-8 Bundles, Solids, Clips	212 lb.	X	\$.91 lbs.	=	\$192.92	X _____%	=	\$ _____

Year Five (Option Year Two) Total Category I \$ _____

Year Five (Option Year Two)

Category II >30 day &/or < 10,000 lbs.: Containers held more than 30 days and or holding less than 10,000 lbs.

Item No.	City Scrap Metal Classification/American Metal Market, Classification	Est. Qty.	X	American Metal Mkt. Reference Price of 07/02/008	=	Market Price Total	X % rate contractor will pay	=	Yearly Total
6.	Copper, Scrap Clean & Insulated/No.2 Heavy Copper & Wire	100 lb.	X	\$ 2.67lb.	=	\$267.00	X _____%	=	\$_____
7.	Aluminum Breakage, Clean & Unclean/Old Aluminum Sheet & Cast	100 lb.	X	\$.55 lb.	=	\$55.00	X _____%	=	\$_____
8.	Ferrous Metal/No. 2 Heavy Melt	10,000 Tons	X	\$420.00 Ton	=	\$4,200,000.00	X _____%	=	\$_____
9.	Tin, Bailing Scrap/No. 2 bundles	50 Tons	X	\$370.00 Ton	=	\$18,500.00	X _____%	=	\$_____
10.	Stainless Steel Breakage/18-8 Bundles, Solids, Clips	150 lb.	X	\$.91 lb.	=	\$136.50	X _____%	=	\$_____

Year Five (Option Year Two) Category II Total

\$ _____

Category III Delivered Scrap: Scrap Metal Material Delivered by the City of Houston to Buyer

Item No.	City Scrap Metal Classification/American Metal Market, Classification	Est. Qty.	X	American Metal Mkt. Reference Price of 07/02/008	=	Market Price Total	X % rate contractor will pay	=	Yearly Total
11.	Ferrous Metal/No. 2 Heavy Melt	765 Tons	X	\$420.00 Ton	=	\$321,300.00	X _____%	=	\$_____
12.	Stainless Steel Breakage/18-8 Bundles, Solids, Clips	1000 lb.	X	\$.91lb.	=	\$910.00	X _____%	=	\$_____

Year Five (Option Year Two) Total Category III

\$ _____

Year Five (Option Year Two) Grand Total Category I, II and III

\$ _____

TOTAL YEAR ONE	\$ _____
TOTAL YEAR TWO	\$ _____
TOTAL YEAR THREE	\$ _____
TOTAL YEAR FOUR (OPTION YEAR ONE)	\$ _____
TOTAL YEAR FIVE (OPTION YEAR TWO)	\$ _____
TOTAL ALL FIVE YEARS	\$ _____

THIS BIDDER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER.

CONTRACTOR'S QUESTIONNAIRE

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime contractor, for sale of scrap metal material that is similar in size and scope to this contract. The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the Contractor's responsibility.**

- 1. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years Services: _____

- 2. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years Services: _____

- 3. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years Services: _____

SITE INSPECTION:

"The City of Houston reserves the right to inspect the bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract."

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for proposal basis, competitive proposal basis or formal sealed competitive bids. The term **Contractor** includes proprietors of proprietorships, all partners of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.



Document 00460
(Form POP-1A)

City of Houston

**Pay or Play Program
Acknowledgement Form**

What this form does. This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful bidder/proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

For more information, contact the Contract Administrator.

Routing. Return this form with your bid or proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

Email Address

LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE NONE”)

Name _____
Officer Address

Name _____
Officer Address

Name _____
Officer Address

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE “NONE”)

Name _____
Address

Name _____
Address

Name _____
Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

Note: This list constitutes a **government record** as defined by § 37.01 of the Texas Penal Code.

CITY OF HOUSTON CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

City Council desires to know the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering contracts. Therefore, all respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 15, as amended (Section 15-4) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

For the purposes of Section 15-4, business entity means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or partnership, or other entity.

Contracting entity means any business entity that bids, proposes, or otherwise seeks to enter into a contract with the City if the contact amount exceeds the limits set out in the Houston City Charter, currently at \$25,000.00.

A contracting entity must submit at the time of its bid or proposal, (or prior to entry into a City contract), an affidavit listing all of the persons owning 5% or more of the contracting entity. If any such owner is itself a non-individual business entity, the contracting entity must provide a list of the persons owning 5% or more of such business entity. If the contacting entity is a non-profit corporation, it must submit an affidavit listing all of its directors in lieu of the affidavit listing owners.

Completion of the "**Affidavit of Ownership or Control**", included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

Contracting Entity

Name: _____

Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

5% Owner(s) or(IF NONE, STATE "NONE.")

Name: _____

Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

6. Optional Information

Contracting Entity and/or _____ [NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: _____
Tax Account Nos. _____
Case or File Nos. _____
Attorney/Agent Name _____
Attorney/Agent Phone No. (_____) _____
Tax Years _____

Status of Appeal [DESCRIBE] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

Notary Public

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**SALE OF SCRAP METAL MATERIAL SERVICES FOR VARIOUS DEPARTMENTS
S11 – L 22942**

The respondent warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract prices or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

The undersigned hereby offers to furnish and deliver the goods and/or services as specified at the prices and terms herein stated and in accordance with the Invitation to Bid, Clarification Letters, and General Conditions of Bidding, all of which are made a part of this offer.

All pages of the City of Houston's bid document, including but not limited to the General Terms & Conditions and page 3 (three) of this bid invitation are incorporated by reference into this bid for all purposes.

The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the bidder has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this contract.

NOTE: BID MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED.

**SUBMIT YOUR BID IN DUPLICATE
BID MUST BE MANUALLY SIGNED IN INK
(BLUE INK PREFERRED)**

Respectfully Submitted:

Bidder: _____
(Print or type name of Bidder-Full Company Name)

Vendor Number: _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Name: _____

Title: _____

Date: _____

Address (Street or P. O. Box)

City-State-Zip Code

Telephone Number: (_____) _____

FAX Number: (_____) _____

No Bid Deposit Required with this Bid

**Attachments: Statement of Residency
 Insurance Requirements/Sample**

STATEMENT OF RESIDENCY
(Please submit in duplicate with your Bid Form)

The following information is required by the **City of Houston** in order to comply with provisions of state law, **TEX. GOV'T CODE** , §2252.002(Vernon Supp. 1990) (State or Political Subdivision Contracts for Construction, Supplies, Services; Bids by Nonresident).

Every bidder must affirmatively state its principal place of business in its response to a bid invitation. Failure to provide the required information may constitute a basis for rejection of your bid. Bidders' cooperation in this regard will avoid costly time delays in the award of bids by the **City of Houston**.

For this reason, each bidder is encouraged to complete and return in duplicate, with its bid, the **Statement of Residency Form**, but in any event the low bidder will be required to submit this information within five (5) calendar days after the date of receipt of notification of apparent low bidder status from the **Purchasing Section of the Finance and Administration Department**, Failure to provide all required information within this designated period may result in the apparent low bidder being considered non-responsive and non-responsible, and the second low bidder being considered for award.

TEX. GOV'T CODE , §2252.002, §1(a)(3)(Vernon Supp. 1990) defines a "**Texas resident bidder**" as a bidder whose principal place of business* is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

TEX. GOV'T CODE , §2252.002§1(a)(2)(Vernon Supp. 1990) defines a "**Nonresident bidder**" as a bidder whose principal place of business* is not in this state.

Bidder's complete company name:

State your business address in the space provided below if you are a **Texas Resident bidder**:

State your business address in the space provided below if you are a **Nonresident bidder**:

*The **State Purchasing and General Services Commission** defines Principal Place of Business as follows:

Principal Place of Business in Texas means, for any type of business entity recognized in the **State of Texas**, that the business entity:

- has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and
- has at least one employee who works in the Texas office

Form prepared by: _____
(Name) (Title)

Date: _____

**CITY OF HOUSTON
INSURANCE REQUIREMENTS
FOR
SERVICE CONTRACTS**

To comply with the terms and conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth on page 12 hereof and in Section C hereof:

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that the **issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
 - 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes): -

=====CANCELLATION=====

J. D.
OR MATERIALLY ALTERED OR NON-RENEWED
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
J. D.
DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE OF
SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO THE LEFT), BUT FAILURE TO MAIL SUCH
NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND
J. D.
~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

=====

AUTHORIZED REPRESENTATIVE OF INSURER _____ John Doe _____

=====

- O R -

- 2. By Attaching Endorsements in the form attached.
- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

Revised - 03/09/95

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 30 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have a rating of B+ or better and a financial size category of VI or better according to Best's Key Rating Guide, Property & Casualty – United States, of insurance companies or have a Certificate of Authority to conduct insurance business in the State of Texas.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **60** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)

ACCORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY ISSUERS OF POLICIES. THE ISSUER MUST HAVE A RATING OF AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE AT LEAST B+ AND FINANCIAL SIZE OF CLASS VI OR BETTER COVERAGE AFFORDED BY THE POLICIES BELOW

ACCORDING TO THE CURRENT YEARS'S BEST RATING OR .
A CERTIFICATE OF AUTHORITY TO CONDUCT INSURANCE
BUSINESS IN THE STATE OF TEXAS
IN COMPANIES AFFORDING COVERAGE

.....
COMPANY A

.....
COMPANY B

.....
COMPANY C

INSURED: SAMPLE FORM

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	POLICY LIMITS
General Liability					
A.	(X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.				General Aggregate \$1,000,000 Products-Comp/Op Agg. \$1,000,000 Personal & Adv. Injury \$1,000,000 Each Occurrence \$ 500,000 Fire Damage (Any one fire) \$ 50,000 Med. Expense \$ 5,000 (Any one person)
Automobile Liability					
A.	(X) Any Auto All Owned Autos Scheduled Autos (X) Hired Autos (X) Non-Owned Autos Garage Liability be limited to Non-owned and Hired Autos. If Owned		Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Contractor, coverage may be substituted for Non-owned and Hired Autos. If Owned		Combined Single Limit \$1,000,000 Bodily Injury (Per person) \$ Bodily Injury (Per Accident) \$ Property Damage \$
Excess Liability					
	Umbrella Form Other than Umbrella Form				Each Occurrence \$ Aggregate \$
Worker's Compensation and Employers Liability					
				(X) Statutory Limits	Each Accident \$ 100,000 Disease - Policy Limit \$ 100,000 Disease - Each Employee \$ 100,000
Other					

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as **additional insured** on Auto, General Liability and Umbrella policies, and **Waiver of Subrogation** on Auto, General Liability, Worker's Compensation and Umbrella. Material alteration on cancellation notice as shown below. For **(Project Name)**.

CERTIFICATE HOLDER

CITY OF HOUSTON / FINANCE AND ADMINISTRATION
DEPARTMENT – STRATEGIC PURCHASING DIVISION
P.O. BOX 1562
HOUSTON, TEXAS 77251

ATTACH ENDORSEMENTS:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, NON-RENEWED OR MATERIALLY ALTERED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

SECTION B
SCOPE OF SERVICES
Sale of Scrap Metal Material Services
S11 – L22942

1.0 Scope of Work

- 1.1 For and in consideration of the right to purchase scrap metal material, including ferrous and non-ferrous metals, from the City, Contractor shall provide all facilities, labor, materials, equipment and supervision necessary to transport and dispose of such materials upon request by city departments. Contractor expressly acknowledges this sales contract is nonexclusive and that the City reserves the right to contract with or sell scrap metal materials to other buyers.
- 1.2 The Contractor shall provide service capability for pickup of scrap metal materials from the collection sites listed in Exhibit BB. Additional sites may be added by mutual agreement of the parties. The City reserves the right to deliver scrap materials directly to the Contractor and to adjust the pickup or delivery schedule. The City Purchasing Agent designee may request material transfers verbally or in writing and shall designate whether delivery or pickup service is required. The Contractor shall inspect all scrap material prior to acceptance and notify the City Purchasing Agent, or his or her designee, either verbally or in writing, of any nonconforming material, as defined herein, found. The City agrees to remove such nonconforming materials, unless otherwise agreed by the parties.
- 1.3 “Non-ferrous” metal scrap materials include, but are not limited to, aluminum, copper, brass, insulated copper wire, stainless steel, aluminum copper, radiators and breakage metals. Aluminum or stainless steel mixed with other metal; can only be recovered by melting or shredding. “Ferrous” metal scrap materials include, but are not limited to, heavy metal and mixed miscellaneous metals. “Nonconforming materials” means: hazardous materials, supplies or equipment subject to Environmental Protection Agency regulations; asbestos; electrical transformers containing PCB, capacitors, and light ballast containing PCB; appliances or other scrap materials containing refrigerant or CFC; cylinders or other compressed gas containers containing residue; materials containing excess or free flowing oil, gasoline or diesel fuel; radioactive materials; and garbage, trash, plastic, wood, aerosol cans and non-recyclable materials.
- 1.4 The Contractor shall maintain a sufficient number of bins of not less than 24 cubic yards at the designated sites to collect materials accumulated and shall furnish such bins for metal material at no charge. Contractor shall provide weight tickets from a state certified public scale to verify the type and quantity of scrap material collected. When pickup at a designated site is requested, Contractor shall provide certified weight tickets showing the empty weight and the load weight of vehicles used to transport scrap metal material. Contractor shall provide copies of all weight and scale tickets to the Scrap Metal Contract Administrator, or his or her designee no later than the day following container pick-up. The Contractor shall monitor continuously collection of scrap metal material by the City and make recommendations to the City Purchasing Agent designee to improve the collection process.

2.0 Classification and Pricing

- 2.1 Contractor agrees to purchase the scrap metal materials at the rates set in Exhibit “H” and to provide a certified cashier’s check or business check for the full amount from each sale to the City no later than (a) the tenth day of the following month in which the scrap was sold, or (b) 10 days after bill of materials receipt or resolution of any dispute as described herein. Selling price will be based on a percentage of the average price posted in the American Metal Market scrap metal pricing category for the Houston area as published on the 15th day of the month or first working day following the 15th of the month in which the scrap metal was picked up by the buyer or delivered by the seller. For Category I, Contractor to provide scrap metal bins of not less

Technical Specifications for the Sale of Scrap Metal Material Services (continued)

2.0 Classification and Pricing (continued)

2.1 than 24 Cu. yds. within three calendar days of initial request. After scrap metal bins are filled by the City of Houston, the City of Houston will contact the Contractor by phone or fax and request pick-up. After notification by the City the Contractor will pick-up containers in less than two City work days and during normal working hours. Scrap containers must be loaded and ready for pick up at least every 30 days and with 10,000 lbs or more to receive category I pricing. Containers that require more than 30 days between loads or contain less than 10,000 lbs. will receive Category II pricing. Scrap delivered to the contractor by the City will receive Category III pricing. Request for delivery and pick-up of scrap metal containers will be made by the City Scrap Metal Contract Administrator. Certified weight tickets will be mailed or faxed to the City Scrap Metal Contract Administrator no later than the day following material pick-up. The parties may agree to add additional categories of scrap metal materials during the contract period provided market prices can be verified and such agreed prices are approved by the City's Scrap Metal Administrator. Within 30 days of sale date, the City Scrap Metal Contract Administrator shall prepare a Bill of Material of materials picked up. Contractor shall review the Bill of Material and notify the City Purchasing Agent of any dispute within three business days of receipt. Contractor shall mail or hand deliver the check and Bill of Material to the following address: **City of Houston, Property Disposal Management Office, c/o Primary Contract Administrator, 2511 Broad Street, Houston, Texas 77087.**

3.0 Coordinate Performance

3.1 The Contractor shall coordinate all of its performance with the City Scrap Metal Administrator. The Contractor shall keep said person(s) currently advised of developments relating to the performance of this Contract, and the designee Contractor shall at all appropriate times advise and consult with the City Purchasing Agent.

4.0 Reports

4.1 Contractor shall submit all reports and progress up-dates as required by the City Scrap Metal Administrator

5.0 Payment of Subcontractors

5.1 Contractor shall make timely payments to all persons and entities supplying labor, materials or equipment for the performance of this Contract. Contractor agrees to protect, defend and indemnify the City from any claims or liability arising out of Contractor's failure to make such payments.

6.0 Personnel of the Contractor

6.1 Contractor shall replace any personnel assigned to provide services under this Contract who are deemed unsuitable by the City Purchasing Agent or the user Department Director.

7.0 Warranties

7.1 All the Contractor's performance shall conform to the professional standards prevailing in Harris County, Texas, with respect to the scope, quality, due diligence and care of the services and products of the type to be provided by the Contractor under this Contract.

Technical Specifications for the Sale of Scrap Metal Material Services (continued)

8.0 Licenses and Permits

8.1 The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder.

9.0. Compliance with Laws

9.1 Contractor shall comply with all applicable state and federal laws and regulations and all provisions of the City of Houston Charter and Code of Ordinances.

10.0. Compliance with Equal Opportunity Ordinance

10.1 Contractor shall comply with all provisions of the City's Equal Employment Opportunity Ordinance as set out in Exhibit "E".

DUTIES OF CITY

11.0. Access to Site

11.1 Contractor is granted the reasonable lawful right to ingress and egress the designated city collection sites, without charge. Contractor and its employees shall have the right to use, in common with other duly authorized users, the common areas and roadways of the collection sites and the appurtenances thereto, together with all facilities, equipment, improvements and services that have been or may hereafter be provided at or in connection with the sites for common use. This excludes parking for Contractor's personnel. Contractor shall repair to a condition acceptable to the Director any damage caused by Contractor or its employees as a result of Contractor's use of the site. This Contract merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

12.0. Enforcement

12.1 The City Attorney or his or her designee shall have the right to enforce all legal rights and obligations under this Contract without further authorization. Contractor covenants to provide to the City Attorney all documents and records that the City Attorney deems necessary to assist in determining Contractor's compliance with this Contract, with the exception of those documents made confidential by federal or State law or regulation.

13.0 Additions & Deletions:

13.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or 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 equipment, locations and/or 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 fee schedule.

Technical Specifications for the Sale of Scrap Metal Material Services (continued)

14.0 Estimated Quantities Not Guaranteed

- 14.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of sale of scrap metal materials 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 amount of scrap metal material that will be available for sale 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.

EXHIBIT BB

City of Houston
Scrap Container Locations

LOCATION

1205 Dart
1995 South Dairy Ashford St.
2511 Broad Street
1700 E. Crosstimbers (Temporary)
2707 Dalton
801 Gillette
3100 Old Galveston
3103 Old Galveston
7440 Cullen
12319 ½ Alameda
5423 Magnum
7101 Renwick
2700 Dalton
802 E. Burress
5900 Teague Rd.
7004 Ardmore
7027 Ardmore`
13211 West Houston Center Blvd.
2200 Patterson
6200 Wheeler
3026 Berry Road
7131 Cullen
5565 Kirkpatrick, Houston, TX 77028
5100 Sunbeam, Houston, TX 77033
2240 Central, Houston, TX 77012
6023 Winfern, Houston, TX 77040

DEPARTMENT

Fire (HFD Logistics Command Center)
Fire (HFD Station 75)
Finance & Administration
Public Works and Engineering (ROWFM)
Public Works and Engineering (Traffic & Trans)
Public Works and Engineering (ROWFM)
Public Works and Engineering (Wastewater)
Public Works and Engineering (Utility Maint)
Public Works and Engineering (Utility Maint)
Public Works and Engineering (Utility Maint)
Public Works and Engineering (Utility Maint.)
Public Works and Engineering (Water Prod.)
Public Works and Engineering (Water Prod.)
Public Works and Engineering (Materials Mgmt.)
Public Works and Engineering (Traffic & Trans)
Parks and Recreation
Health and Humans Services
Health and Human Services
Solid Waste Management Department
Solid Waste Management Department
Solid Waste Management Department
Solid Waste Management Department

**SECTION C
GENERAL TERMS & CONDITIONS**

THE STATE OF TEXAS

BID #S11 – L22942

ORDINANCE # _____

COUNTY OF HARRIS

CONTRACT # _____

1. PARTIES

1.0 ADDRESS

THIS AGREEMENT for **SALE OF SCRAP METAL MATERIALSERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and _____ ("Contractor or Vendor"), a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

City Purchasing Agent for Directors
of Various Department
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Phone: _____
Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS

2.1 This Agreement consists of the following sections:

TABLE OF CONTENTS

Page No.

I. PARTIES	32
1.0 ADDRESS	32
2.0 TABLE OF CONTENTS	32
3.0 PARTS INCORPORATED	34
4.0 CONTROLLING PARTS	34
5.0 DEFINITIONS	34
6.0 SIGNATURES	35
II DUTIES OF CONTRACTOR	36
1.0 SCOPE OF SERVICES	36
2.0 RELEASE	36
3.0 INDEMNIFICATION	36
4.0 INDEMNIFICATION PROCEDURES	37
5.0 INSURANCE	37
6.0 WARRANTIES	38
7.0 LICENSES AND PERMITS	38
8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE	38
9.0 MWBE COMPLIANCE	38
10.0 DRUG ABUSE DETECTION AND DETERRENCE	39
11.0 ENVIRONMENTAL LAWS	39
12.0 CITY'S CONTRACTOR PAY OR PLAY PROGRAM	40
13.0 CONTRACTOR'S PERFORMANCE	40
14.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS	40
III. DUTIES OF CITY	41
1.0 TAXES	41
2.0 CHANGES	41
IV. TERM AND TERMINATION	42
1.0 CONTRACT TERM	42
2.0 NOTICE TO PROCEED	42
3.0 RENEWALS	42
4.0 TIME EXTENSIONS	42
5.0 TERMINATION FOR CONVENIENCE BY THE CITY	42
6.0 TERMINATION FOR CAUSE BY CITY	43
7.0 TERMINATION FOR CAUSE BY CONTRACTOR	43
8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS	44
V. MISCELLANEOUS	44
1.0 INDEPENDENT CONTRACTOR	44
2.0 FORCE MAJEURE	44
3.0 SEVERABILITY	44
4.0 ENTIRE AGREEMENT	44
5.0 WRITTEN AMENDMENT	45
6.0 APPLICABLE LAWS	45
7.0 NOTICES	45
8.0 NON-WAIVER	45
9.0 INSPECTIONS AND AUDITS	45
10.0 ENFORCEMENT	45
11.0 AMBIGUITIES	46
12.0 SURVIVAL	46
13.0 PARTIES IN INTEREST	46
14.0 SUCCESSORS AND ASSIGNS	46
15.0 BUSINESS STRUCTURE AND ASSIGNMENTS	46
16.0 REMEDIES CUMULATIVE	46

EXHIBITS

- A. DEFINITIONS
- *B. SCOPE OF SERVICES
- *BB SCRAP CONTAINER LOCATIONS
- *C. EQUAL EMPLOYMENT OPPORTUNITY
- *D. MWBE SUBCONTRACT TERMS
- *E. DRUG POLICY COMPLIANCE AGREEMENT
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- *G. DRUG POLICY COMPLIANCE DECLARATION
- H. FEES AND COSTS
- *I. CITY’S CONTRACTORS PAY OR PLAY PROGRAM

* Note: These Exhibits shall be inserted into the Contract agreement at the time of Contract execution.

3.0 PARTS INCORPORATED

3.1 The above described sections and exhibits are incorporated into this Agreement.

4.0 CONTROLLING PARTS

4.1 If a conflict among the sections or exhibits arises, the Exhibits control over the Sections.

5.0 DEFINITIONS

5.1 Certain terms used in this Agreement are defined in Exhibit "A".

6.0 SIGNATURES

6.1 The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL: (if a corporation)

WITNESS: (if not corporation)

By: _____

Name:

Title:

By: _____

Name:

Title:

Federal Tax ID Number: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

City Purchasing Agent

City Controller

DATE COUNTERSIGNED:

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Date

Legal Assistant

II DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES

- 1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all supervision, labor, tools, equipment, permits, parts, expendable items, material, and supplies necessary to perform the services described in Exhibit "BB".

2.0 RELEASE

- 2.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

3.0 INDEMNIFICATION

- 3.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:
- 3.1.1 PRIME CONTRACTOR/SUPPLIER AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-3.2, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
 - 3.1.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
 - 3.1.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.
 - 3.1.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 3.2 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

4.0 INDEMNIFICATION PROCEDURES

- 4.1 Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
- 4.1.1 a description of the indemnification event in reasonable detail, and
 - 4.1.2 the basis on which indemnification may be due and
 - 4.1.3 the anticipated amount of the indemnified loss.
- 4.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.
- 4.3 Defense of Claims
- 4.3.1 Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
 - 4.3.2 Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor/Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

5.0 INSURANCE

- 5.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverage in the following amounts:
- 5.1.1 Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate
 - 5.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount
 - 5.1.3 Automobile Liability insurance
\$1,000,000 combined single limit per occurrence
Defense costs are excluded from the face amount of the policy

Aggregate Limits are per 12-month policy period unless otherwise indicated

5.1.4 Employer's Liability

- Bodily injury by accident \$100,000 (each accident)
- Bodily injury by disease \$100,000 (policy limit)
- Bodily injury by disease \$100,000 (each employee)

5.2 All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days written notice to the City before they may be canceled. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

5.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

5.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

6.0 WARRANTIES

6.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

6.2 With respect to any parts and goods furnished by it, Contractor warrants:

6.2.1 that all items are free of defects in title, material, and workmanship,

6.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,

6.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and

6.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

7.0 LICENSES AND PERMITS

7.1 Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE

8.1 Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C".

9.0 MWBE COMPLIANCE

9.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at

least **11%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

- 9.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D". If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

10.0 DRUG ABUSE DETECTION AND DETERRENCE

- 10.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- 10.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 10.2.1 a copy of its drug-free workplace policy,
 - 10.2.1 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E", together with a written designation of all safety impact positions, and
 - 10.2.1 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F".
- 10.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G". Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
- 10.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.
- 10.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

11.0 ENVIRONMENTAL LAWS

- 11.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.
- 11.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict

compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

12.0 CITY'S CONTRACTOR PAY OR PLAY PROGRAM

- 12.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.
- 12.2 The Pay or Play Program for various departments will be administered by the City of Houston Affirmative Action Division's designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

13.0 CONTRACTOR'S PERFORMANCE

- 13.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

14.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

- 14.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.
- 14.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.
- 14.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

15.0 PAYMENT TERMS

- 15.1 For and in consideration of performance of the services specified under this Contract, Contractor agrees to pay and the City agrees to accept the fees stated in Exhibit "G", Fee Schedule, incorporated herein by reference and made a part of this Contract for all purposes. Payment is due ten (10) days after the Contractor has approved the bill of material received. The City shall submit to the Contractor monthly bills of material by the tenth day of the month following that month during which the material was picked up for which payment is requested. The Contractor shall pay the billed amount within ten (10) days of receipt of a bill of materials approved by the City Contract Administrator

III. DUTIES OF CITY

1.0 TAXES

- 1.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's payment to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

2.0 CHANGES

- 2.1 At any time during the Agreement Term, the City Purchasing Agent or Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.
- 2.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of City Purchasing Agent or Director]

- 2.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
- 2.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
- 2.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
- 2.3.3 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 2.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material,

equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.

- 2.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 2.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

1.0 CONTRACT TERM

- 1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the starting date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

2.0 NOTICE TO PROCEED

- 2.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

3.0 RENEWALS

- 3.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director/Chief of the City Department elects not to renew this Agreement, the City Purchasing Agent shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then current term.

4.0 TIME EXTENSIONS

- 4.1 If Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

5.0 TERMINATION FOR CONVENIENCE BY THE CITY

- 5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.
- 5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination

notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

- 5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

6.0 TERMINATION FOR CAUSE BY CITY

- 6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies, which exist now or in the future. Default by Contractor occurs if:
- 6.1.1 Contractor fails to perform any of its duties under this Agreement;
 - 6.1.2 Contractor becomes insolvent;
 - 6.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
 - 6.1.4 a receiver or trustee is appointed for Contractor.
- 6.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.
- 6.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

7.0 TERMINATION FOR CAUSE BY CONTRACTOR

- 7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.
- 7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS

- 8.1 Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR

- 1.1 Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

2.0 FORCE MAJEURE

- 2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement 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.
- 2.2 This relief is not applicable unless the affected party does the following:
- 2.2.1 uses due diligence to remove the Force Majeure as quickly as possible, and
 - 2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.
- 2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
- 2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.**

3.0 SEVERABILITY

- 3.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

4.0 ENTIRE AGREEMENT

- 4.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

5.0 WRITTEN AMENDMENT

5.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.0 APPLICABLE LAWS

6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

7.0 NOTICES

7.1 All notices to either party All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

8.0 NON-WAIVER

8.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

8.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

9.0 INSPECTIONS AND AUDITS

9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT

10.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

11.0 AMBIGUITIES

11.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

12.0 SURVIVAL

12.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

13.0 PARTIES IN INTEREST

13.1 This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

14.0 SUCCESSORS AND ASSIGNS

14.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS

15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's or Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406(c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

15.2 Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's or Director's prior written consent.

16.0 REMEDIES CUMULATIVE

16.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

17.0 CONTRACTOR DEBT

17.1 If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefore.

EXHIBIT A DEFINITIONS

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

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

"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.

"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" mean the Directors/Chiefs 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.

"Hazardous Materials" is defined in Article II (Environmental Laws).

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

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

EXHIBIT B
SCOPE OF SERVICES

(To be inserted by the City at the time of Contract execution)

EXHIBIT C
EQUAL EMPLOYMENT OPPORTUNITY

(To be inserted by the City at the time of Contract execution)

EXHIBIT D
MWBE SUBCONTRACT TERMS

(To be inserted by the City at the time of Contract execution)

EXHIBIT E
DRUG POLICY COMPLIANCE AGREEMENT

(To be inserted by the City at the time of Contract execution)

EXHIBIT F
CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT

I, _____
(Name - Print/Type) **(Title)**

as an owner or officer of _____ (Contractor)
have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date

Contractor Name

Signature

Title

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS

I, _____
(Name - Print/Type)

as an owner or officer of _____ (Contractor)
have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

Date

Contractor Name

Signature

Title

EXHIBIT G
DRUG POLICY COMPLIANCE DECLARATION

(To be inserted by the City at the time of Contract execution)

**EXHIBIT H
FEES AND COSTS**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT I
PAY OR PLAY**

(To be inserted by the City at the time of Contract execution)

**NO BID SHEET FOR
SALE OF SCRAP METAL MATERIAL SERVICES
FOR VARIOUS DEPARTMENTS
BID INVITATION S11 – L22942**

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

**City of Houston,
Strategic Purchasing Division
P.O. Box 1562
Houston, Texas 77251**

Due on or before the bid due date

Please check the items that apply:

- Do not sell the item(s) required.
- Cannot be competitive.
- Cannot meet the Specifications highlighted in the attached Bid.
- Cannot provide Insurance required.
- Cannot provide Bonding required.
- Cannot comply with Indemnification requirements.
- Job too large.
- Job too small.
- Do not wish to do business with the City.
- Other reason.

Company Name: _____
(Print or Type Name of Company)

By: _____
(Signature of Authorized Officer or Agent)

Vendor Number: _____

Telephone Number: (____) _____

FAX Number: (____) _____

RETURN TO: **Gloria Jordan-King
City Hall - City of Houston
Finance & Administration Dept.
Strategic Purchasing Division
P.O. Box 1562
Houston, Texas 77251
FAX NUMBER: 713-247-1438**