CITY OF HOUSTON
INVITATION TO BID

Issued: April 10, 2009

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, Houston, Texas 77002, until **10:30 AM Thursday, April 30, 2009** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 AM on that date for the purchase of:

USED OIL, OILY WATER, OIL FILTERS, ANTIFREEZE AND ABSORBENTS DISPOSAL SERVICES
FOR
VARIOUS DEPARTMENTS
BID INVITATION NO. S11-L23235
NIGP CODE: 926-65

BUYER

Questions regarding this solicitation document should be addressed to **Gloria Jordan-King, Sr. Procurement Specialist,** at **(713) 247-1846**, or e-mail to gloria**.king@cityofhouston.net**

ELECTRONIC BIDDING

In order to submit a bid for the items associated with this procurement, you must fill in the pricing information on the **"PLACE BID"** page.

NO PRE-BID CONFERENCE WILL BE HELD

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at https://purchasing.houstontx.gov/. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all registered bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 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: OFFER
SECTION B: SCOPE OF WORK/SPECIFICATIONS
SECTION C: GENERAL TERMS & CONDITIONS

***NOTE 1: Actual page numbers for each Section may change when the solicitation 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 the electronic bid form and the forms listed in Section A, including the Official Signature Page, which must be signed by a company official authorized to bind the company.**

SECTION A

USED OIL, OILY WATER, OIL FILTERS, ANTIFREEZE AND ABSORBENTS DISPOSAL SERVICES
FOR
VARIOUS DEPARTMENTS
BID INVITATION NO. S11-L23235
NIGP CODE: 926-65

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

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain **"Used Oil, Oily Water, Oil Filters, antifreeze and Absorbents Disposal Services for a three-year period with two (2) one-year option periods to extend for the Public Works & Engineering Department",** 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 prices stated on the electronic Bid Form. When issued by the City of Houston, 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, after bids are opened, 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 II 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 **Used Oil, Oily Water, Oil Filters, Antifreeze and Absorbents Disposal Services** for the City in accordance with the Scope of Work/Specifications.

Documents/forms must be downloaded from the City's Website http://www.houstontx.gov/purchasing/index.html.

Additional Required Forms to be included with this Bid:

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due:**

TABLE 1 - REQUIRED FORMS
Affidavit of Ownership.doc
Fair Campaign Ordinance.doc
Statement of Residency.doc
Conflict of Interest Questionnaire.doc
Pay or Play Program Acknowledgement Form
Contractor's Questionnaire

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

TABLE 2 - DOCUMENTS & FORMS
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
M/WBE.doc
Sample Insurance Over $25,000.pdf
Pay or Play Affirmative Action & Contract Compliance Q & A
Pay or Play Affirmative Action & Contract Compliance Requirements
Pay or Play Certification of Agreement to Comply w' the Program
Pay or Play Contractor/Subcontractor Payment Reporting Form
Pay or Play Contractor/Subcontractor Waiver Request
Pay or Play List of Participating Subcontractors

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 **Used Oil, Oily Water, Oil Filters, Antifreeze and Absorbents Disposal Services** or that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed Used Oil, Oily Water, Oil Filters, Antifreeze and Absorbents Disposal Services** he 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 of Services: _____

2. Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____ Years of Services: _____

3. Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____ Years of 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.

QUALITY AND WORKMANSHIP

The bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable of performing such services.

SECTION B
SCOPE OF WORK/SPECIFICATIONS
For
USED OIL, OILY WATER, OIL FILTERS, ANTIFREEZE AND ABSORBENTS DISPOSAL SERVICES
FOR
VARIOUS DEPARTMENTS
BID INVITATION NO. S11-L23235
NIGP CODE: 926-65

1.0 General:

1.1 The Contractor shall provide all necessary labor, supervision, equipment and supplies for the removal and disposal of used oil, oily water, oil filters, antifreeze and absorbents generated by various departments. The Contractor shall comply with all applicable Federal, State and local regulations regarding the collection, transportation and disposal, recycling or resale of used oil produced and stored at City Facilities. The City does not guarantee to produce or call for collection of any specified quantity of gallons of used oil, but has stated all quantities herein as good faith estimates only. The Contractor admits knowledge that figures may change depending on federal, state and local guidelines which may be amended or revised during the Contract Term.

2.0 Locations for Pick-Up, Removal and Disposal of Used Oil, Oily Water, Oil Filters, Antifreeze and Absorbents

Pick up of Used Oil Filters	
Location	**Estimated Number Drums Per Month (55 gallon drums unless otherwise indicated)**
Houston Police Department	
50 Riesner	3
3203 South Dairy Ashford	3
17000 Aldine Westfield	1
8300 Mykawa	3
8301 Ley Road	2
4503 Beechnut	1
6000 Teague	1
2855 Bay Area Blvd.	1
9455 West Montgomery	3
Houston Fire Department	
1205 Dart Street	15
Parks & Recreation Department	
6200 Wheeler	4
6501 Memorial Drive	4
8201 John Ralston	2
6001 Memorial Loop	4
6600Harbor Town Dr.	2

USED OIL, OILY WATER, OIL FILTERS, ANTIFREEZE AND ABSORBENTS DISPOSAL SERVICES: (continued)

Pick up of Used Oil Filters (continued)

Location	Estimated Number Drums Per Month (55 gallon drums unless otherwise indicated)
Public Works & Engineering Department	
5900 Teague	2
802 East Burress	4
7101 Renwick	4
2700 Dalton	4
100 Japhet	7
801 Gillette	9
8002 Airline	3
5500 N. McCarty St.	1
Solid Waste Management Department	
1502 Central Street	3
1245 Judiway Street	3
5617 Neches Street	5
11500 South Post Oak	3
11500 South Post Oak (recycling center)	1
5900 Westpark Fwy (Recycling Center)	1

Pick up of Used Oil and Watery Oil

Locations	Estimated Gallons Per Month	Drum and/or Tank Size
Houston Police Department		
50 Riesner	500	500 gallon tank (above ground)
3203 South Dairy Ashford	500	1,000 gallon tank (underground)
17000 Aldine Westfield	150	1,000 gallon tank (underground)
8300 Mykawa	500	600 gallon tank (underground)
8301 Ley Road	300	500 gallon tank (above ground)
4503 Beechnut	150	55 gallon drum
6000 Teague	100	300 gallon tank (above ground)
2855 Bay Area Blvd	100	500 gallon tank (above ground)
9455 West Montgomery	500	1,000 gallon tank (underground)
8402 Larson (Hobby)	600	
Houston Fire Department		
1205 Dart Street	1000	Two (2) 1,000 gallon (underground tank)

Pick up of Used Oil and Watery Oil (continued)

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

USED OIL, OILY WATER, OIL FILTERS, ANTIFREEZE AND ABSORBENTS DISPOSAL SERVICES: (continued)

Pick up of Used Oil and Watery Oil (continued)

Location	Estimated Gallons Per Month	Drum and/or Tank Size
Public Works & Engineering Department		
9500 Lawndale	40	500 gallon tank
3005 Galveston Road	40	500 gallon tank
9610 Kingspoint	40	500 gallon tank
4211 Beechnut	40	500 gallon tank
1147 Enclave Parkway	40	500 gallon tank
13525 West Houston Center Boulevard	40	500 gallon tank
7410 Galveston	40	500 gallon tank
3928 Kingwood Drive	40	500 gallon tank
10601 Huntington Point	40	500 gallon tank
255 Isolde	40	500 gallon tank
7440 Cullen Blvd.	40	55 gallon drum (1) and 500 gallon tank
7101 W. Greens Road	40	500 gallon tank
Solid Waste Management Department		
1502 Central Street	400	1,000 gallon tank (underground)
1245 Judiway Street	400	1,000 gallon tank (underground)
5617 Neches Street	600	1,000 gallon tank (underground)
11500 South Post Oak Road	600	1,000 gallon tank (underground)
5703 Eastex Fwy	600	1,000 gallon tank (underground)
11500 South Post Oak (Environmental Service Center)	550	
5900 Westpark (Recycle Center)	550	300 gallon tank (above ground)
6023 Windfern	550	300 gallon tank (above ground)
5565 Kirkpatrick	550	300 gallon tank (above ground)
5100 Sunbeam	550	300 gallon tank (above ground)
5614 Neches Street	550	300 gallon tank (above ground)
2240 Central Street	550	300 gallon tank (above ground)

USED OIL, OILY WATER, OIL FILTERS, ANTIFREEZE AND ABSORBENTS DISPOSAL SERVICES: (continued)

Used-Antifreeze	
Location	**Estimated Number Drums Per Month (55 gallon drums unless otherwise indicated)**
Houston Police Department	
50 Riesner	25 gallons (1/2 drum)
3203 South Dairy Ashford	25 gallons (1/2 drum)
17000 Aldine Westfield	10 gallons (1/5 drum)
8300 Mykawa	25 gallons (1/2 drum)
8301 Ley Road	25 gallons (1/2 drum)
4503 Beechnut	10 gallons (1/5 drum)
6000 Teague	10 gallons (1/5 drum)
2855 Bay Area Blvd.	10 gallons (1/5 drum)
9455 West Montgomery	25 gallons (1/2 drum)

Location	**Estimated Number Drums Per Month (55 gallon drums unless otherwise indicated)**
Houston Fire Department	
1205 Dart Street	Three drums per month
Parks & Recreation Department	
6200 Wheeler – Fleet Maintenance	Minimum (3) 55-gallon drums as needed basis
6001 Memorial Loop – Memorial Golf	Minimum (3) 55-gallon drums as needed basis
8201 John Ralston – Brock Golf	Minimum (3) 55-gallon drums as needed basis
Public Works & Engineering Department	
5900 Teague	1 55-gallon drum
802 East Burress	1 55-gallon drum
7101 Renwick	1 55-gallon drum
2700 Dalton	1 55-gallon drum
100 Japhet	1 55-gallon drum
801 Gillette	1 55-gallon drum
Solid Waste Management Department	
1502 Central Street	100-gallon drum (4000 gallon tank (underground)
1245 Judiway Street	100-gallon drum (500 gallon tank (underground)
5617 Neches	100-gallon drum (6000 gallon tank (underground)
11500 South Post Oak (Environmental Service Center	100-gallon drum (500 gallon tank (above ground)
5900 S. W. Freeway (Recycling Center)	100-gallon drum (300 gallon tank (above ground)

USED OIL, OILY WATER, OIL FILTERS, ANTIFREEZE AND ABSORBENTS DISPOSAL SERVICES: (continued)

Absorbents	
Location	**Estimated Number Drums Per Month (55 gallon drums unless otherwise indicated)**
Houston Fire Department	
1205 Dart Street	
Parks & Recreation Department	
6200 Wheeler – Fleet Maintenance	Minimum (3) 55-gallon drums as needed basis
6001 Memorial Loop – Memorial Golf	Minimum (3) 55-gallon drums as needed basis
8201 John Ralston – Brock Golf	Minimum (3) 55-gallon drums as needed basis
Public Works & Engineering Department	
5900 Teague	1
802 East Burress	1
7101 Renwick	1
2700 Dalton	1
100 Japhet	2
801 Gillette	2
1700 East Crosstimbers	2
8430 Newcastle	2
8002 Airline	2
5500 N. McCarty St.	2
747 Evergreen	2
Solid Waste Management Department	
1502 Central Street	4
1245 Judiway Street	2
5617 Neches	12
11500 South Post Oak	2

3.0 Supplies & Equipment:

3.1 The Contractor shall provide to the City, at no additional cost, collection containers to store the used oil filters, used antifreeze and absorbents in until they are picked up. All containers must have D.O.T. and EPA approved screw lids, be water tight, numbered and labeled as to the contents.

4.0 Transportation and Collection:

4.1 As a condition of this Contract, Contractor shall provide to the City map(s) showing transportation routes from the City of Houston facilities serviced to final destinations, approximate duration trips, and distance in miles. In addition, Contractor shall submit a copy its emergency spill plan to the City for approval.

4.0 Transportation and Collection (continued)

4.2 Maps are not required at bid opening. However, you will provide to the City, copies of the maps within five business days after receipt of a written request from the City to do so. Failure to submit these maps with-in the five business days will be considered non-responsive.

5.0 Collection of Used Oil, Oily Water, Oil Filters, Antifreeze Absorbents:

5.1 Collection of used oil, oily water, oil filters, antifreeze and absorbents by the Contractor shall be made on an as-called-for basis and the Contractor will be required to pick up the oil and/or oily water and/or antifreeze and absorbents within seventy-two (72) hours of notification. If for any reason the Contractor is temporarily unable to meet the requirements of the City, it will immediately notify the City Purchasing Agent or his designated representative, and inform him: (1) of the reason for delay; (2) the time the delay began: and (3) expected duration of the delay. During peak storage times or other special conditions, the Contractor shall also be required to respond to the City request for removal of used oil, oily water and/or antifreeze and absorbents within twenty-four (24) hours of contact by the City.

5.2 The Contractor will be required to obtain a sample of all used oil/oily water, oil filters, antifreeze and absorbents materials at the site at the time of pickup. Containers provided by the Contractor are to be clearly labeled with the facility address, the date of the pickup, the on-site test results (if requested by the department), the employee signature and employee number, and the material type (to be confirmed by laboratory testing). The single sample is to be split into two (2) containers; one container to be retained by the Contractor for testing (both on-site and laboratory) and one container to be provided to the City of Houston employee who witnessed the sample being pulled by the Contractor. The COH employee will sign both sample container labels, including employee number."

5.3 The Contractor may be required to perform on-site testing to determine water content for any of the departments. On-site service will always be performed on oil/oily water for the Houston Fire & Police Departments so that the oil/oily water can be removed from City property at that time. Contractor should use the Hydro scout product from Dexsil or an equivalent.

5.4 Equivalents for on-site testing must be approved by the City in order to be considered responsive for this solicitation and should be submitted with your bid. If not submitted with your bid, contractor must submit to City within 5 working days. Prices bid should include the testing.

5.5 The used oil filters to be collected under this Contract will vary in sizes from the small cartridge filters used in passenger automobiles to large filters used in heavy duty trucks and construction equipment. Small filters may be approximately 4” diameter by 5” in height. Large filters may be 23” in diameter by 33” in height. All used oil filters to be collected will be drained for a minimum of six (6) hours and have rubber gaskets removed prior to being placed in the filter collection container. All filters will be collected uncrushed.

5.6 The Contractor shall provide the City of Houston’s designee a point of contact via e-mail or fax twenty-four (24) hours prior to arriving at the City of Houston’s facility.

6.0 Documentation:

The following documentation must be on file with the City:

6.1 Description of the Contractor's organization and key personnel, including emergency contacts.
6.2 Description of equipment and facilities owned or leased by the Contractor.
6.3 Description of removal activity, transportation, and ultimate destination of City's used oil, oily water & used oil filters.
6.4 On an annual basis, the Contractor shall submit to the City, copies of all applicable licenses, permits or registrations including EPA, TCEQ, DOT and City and County permits as required.
6.5 Copy of the Contractor's safety, emergency and contingency plans.
6.6 The Contractor shall prepare EPA Manifest for each load of used oil, oily water; oil filters antifreeze and absorbents removed from each City facility. The manifest form shall be a multi-part, multi-colored form consisting of four (4) pages. One copy of the form will be retained at the pick-up site to show that a load has in fact been picked up, one copy will be for the transporter, one copy will be retained by the disposal facility when the load has been delivered and the fourth copy (original) will be returned to the generator (City) after the representative of the disposal unit has signed the form to indicate they have received the load.
6.7 Sequentially numbered manifests shall contain the following minimum information:

6.7.1 Contractor Name, Address and Phone Number
6.7.2 Driver's Name, Signature and Driver's License Number
6.7.3 City Facility and Location, Pick-up Date and Destination
6.7.4 Proper Name of Used Product
6.7.5 Quantity Removed (gallons)
6.7.6 Signature of City Representative
6.7.7 Vehicle Number and Vehicle License Number (Tag)
6.7.8 Final Destination (Treatment Storage Disposal (TSD) Facility)

6.8 Emergency plan will require Contractor to clean up and remove soil and replace as necessary.
6.9 The City shall verify the actual amount of oil, oily water and antifreeze removed from its collection tanks before signing the receipt. The Contractor shall be required to provide, when requested, a one-pint sample of oil or antifreeze removed from each facility. The City shall verify the amount of used oil, oily water and antifreeze removed from its collection tanks and the quantity of filters and absorbents picked up before signing the receipt or manifest.

7.0 Vehicle Inspection:

7.1 The Contractor's vehicles shall maintain current State Inspection stickers at all times. The Contractor's vehicles shall maintain current license plate registrations. The Contractor's vehicles shall be conspicuously marked as transporting used oil/petroleum products. The Contractor's vehicles shall have locks on doors, tailgates, or other access points. The Contractor's vehicles shall have an emergency accident/spill plan. The Contractor's vehicles shall have liability insurance as specified herein. The Contractor's vehicles shall be maintained in good working order.

8.0 Operations at City Facilities:

8.1 Excepting written consent of the City Purchasing Agent or designee specifying otherwise, Contractor shall collect used oil at the indicated sites only during City business hours. While at a City location, the Contractor shall comply with all rules and regulations established by the City for Contractor activities at the site.

9.0 Compensation:

9.1 For and in consideration of the basic services to be performed under this Contract, the Contractor agrees to accept title to gallons of used oil collected hereunder (adjusted for water content) transported, and disposed of, under the terms of this Contract. The Contractor shall pay the City the cost per gallon indicated as in the contract fee schedule, or charge the City the unit price indicated.

10.0 Compliance with Applicable Laws:

10.1 All used oil, oil emulsions and contaminated water, used antifreeze and absorbents collected, transported or disposed of hereunder by the Contractor shall be processed at a facility or facilities holding a valid permit issued by the appropriate regulatory agency. Contractor must provide and maintain a copy of the permit(s) at all times, and failure of Contractor to provide or maintain the permit(s) may result in termination pursuant to Article XI herein. Contractor admits, acknowledges and affirms that it shall comply with all applicable laws, regulations and guidelines now extant or yet to be promulgated during the Contract Term by the U.S. Environmental Protection Agency, U.S. Department of Transportation, Texas Commission on Environmental Quality, Texas Department of Health, City of Houston, or any other agencies having jurisdiction over the collection, transport, disposal, recycling or resale of used oil.

11.0 Recycling Program:

11.1 The Contractor's Recycling Program must be in compliance with Senate Bill 1340, used Oil Recycling Act of 1980, 25 TAC 325.136 and any applicable Federal, State and local regulations. As a minimum the following items will be recycled. The Contractor will separate the used oil filter into three components; residual oil, metal and paper element.

11.1.1 The residual oil will be recycled.
11.1.2 The scrap metal will be cleaned and recycled.
11.1.3 The paper element will be recycled.

12.0 Licenses and Permits:

12.1 The Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits and/or approvals for complying with any Federal, State, County, Municipal and other laws, codes and/or regulations applicable to the performance of work or to services to be provided under this Contract. As a minimum the Contractor shall possess the following form/certifications:

12.1.1 EPA Form 8700-12A for Regulated Waste Activity
12.1.2 Texas Commission on Environmental Quality Permit for its recycling activity/process.

13.0 Manifests and Chain of Custody:
Contractor will supply "Non-Hazardous Waste Manifest" and "Chain of Custody Letter" that are site specific for each collection.

14.0 Request for Service:

14.1 Each Department using this contract will contact the Contractor a minimum of 24 hours in advance of desired pick up to schedule the Contractor's services.

15.0 Additions & Deletions:

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

16.0 Estimated Quantities Not Guaranteed:

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

17.0 Payment by Contractor:

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

18.0 Invoicing:

In order to expedite payments:

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

18.2 All invoices must have a description of the item.

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

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

19.0 Local Presence:

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

SECTION C

GENERAL TERMS & CONDITIONS

THE STATE OF TEXAS **BID # S11 - L23235**

ORDINANCE # _____

COUNTY OF HARRIS **CONTRACT #** _____

II. PARTIES

1.0 ADDRESS

THIS AGREEMENT for **USED OIL, OILY WATER, OIL FILTERS, ANTIFREEZE AND ABSORBENTS DISPOSAL SERVICES** ("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	**Contractor**
City Purchasing Agent for Directors	_____
of Public Works & engineering Department	_____
City of Houston	_____
P.O. Box 1562	Phone: _____
Houston, Texas 77251	Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS

2.1 This Agreement consists of the following sections:

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* 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 Secretary

CITY OF HOUSTON, TEXAS
Signed by:

_____
Mayor

APPROVED:

_____
City Purchasing Agent

COUNTERSIGNED BY:

_____
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

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

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',ORSUBCONTRACTORS' (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 polices 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 **5%** 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,

10.2.2 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

10.2.3 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

12.1.1 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.

12.1.2 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 Contractors 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.

III. DUTIES OF CITY

1.0 PAYMENT TERMS

1.1 The City and/or Contractor shall pay and Contractor and/or City shall accept fees at the unit prices provided in Exhibit "H" for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

Any quantities of services or Deliverable shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

2.0 TAXES

2.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices 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.

3.0 METHOD OF PAYMENT

3.1 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS

4.1 If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

5.0 LIMIT OF APPROPRIATION

5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of $_____ to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

5.3 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

5.4 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

6.0 CHANGES

6.1 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.

6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

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]

The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:

CHANGE ORDER

6.2.1 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.

6.2.2 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.

6.2.3 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

6.3 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.

6.4 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.

6.5 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 written 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.

6.1.5 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.

6.1.6 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 DAMAGESRESULTING 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 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:

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

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

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

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

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

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

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

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

"Contract Term" is defined in Article IV.

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

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

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

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

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

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

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

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

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

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)