

CITY OF HOUSTON INVITATION TO BID

Issued: May 23, 2014

BID OPENING

Sealed bids (labelled with the company name, address and bid number), in duplicate, and one (1) additional electronic CD copy of the bids 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 a.m., Thursday, June 26, 2014** 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:

**OIL WATER SEPARATORS/INTERCEPTORS MAINTENANCE AND DISPOSAL SERVICES
FOR THE SOLID WASTE DEPARTMENT
BID INVITATION NO.: S23-L24839
NIGP CODE: 968-71**

BUYER

Questions regarding this solicitation document should be addressed to Roy Breaux at **832.393.8728**, or e-mail to roy.breaux@houstontx.gov.

ELECTRONIC BIDDING

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

PRE-BID CONFERENCE

A Pre-Bid Conference will be held for all Prospective Bidders at 900 Bagby Houston, Texas 77002 City Hall Tunnel Level (Basement) SPD Conference Room-2 at **10:00 a.m. on June 10, 2014**.

All Prospective Bidders are urged to be present. It is the Bidder's responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation 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. Verbal responses will not otherwise alter the specifications, and terms and conditions as stated herein.

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.

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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



**OIL WATER SEPARATORS/INTERCEPTORS MAINTENANCE AND DISPOSAL SERVICES
FOR THE SOLID WASTE DEPARTMENT
BID INVITATION NO.: S23-L24839
NIGP CODE: 968-71**

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 **"Contract for OIL WATER SEPARATORS/INTERCEPTORS MAINTENANCE AND DISPOSAL SERVICES for a three-year period with two (2) one-year option periods to extend for the Solid Waste 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 cancel this ITB, 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 oil water separators/interceptors maintenance and disposal services for the City in accordance with attached specifications.

Documents/forms must be downloaded from the City's Website at <http://purchasing.houstontx.gov/forms.shtml>

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**. When submitting bids via UPS/FedEx, etc. please label it with the name: Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, along with the bid/proposal number:

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
Pay or Play Certification of Agreement to Comply w' the Program
Contractor's Questionnaire
Hire Houston First Application and Affidavit

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 \$50,000.pdf
Insurance Endorsements
Pay or Play Office of Business Opportunity & Contract Compliance Q & A
Pay or Play Office of Business Opportunity & Contract Compliance Requirements
Pay or Play Contractor/Subcontractor Payment Reporting Form
Pay or Play Contractor/Subcontractor Waiver Request
Pay or Play List of Participating Subcontractors
Criminal Justice Information Services (CJIS) Compliance Addendum (Applicable to Houston Police Department (HPD) Occupied Facilities)

Questions concerning the bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B-500, Houston, TX 77002, Attn: Buyer Name (or) by fax: 832.393.8759 or by e-mail (preferred method) to roy.breaux@houstontx.gov. no later than **12:00 p.m., Friday, June 13, 2014**.

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.

PROTEST:

A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the ITB shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

A protest shall include the following:

- The name, address, e-mail, and telephone number of the protester;
- The signature of the protester or its representative who has the delegated authority to legally bind its company;
- Identification of the ITB description and the ITB or contract number;
- A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
- The desired form of relief or outcome, which the protester is seeking

NO CONTACT PERIOD:

Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from bidder's formal response to the solicitation, communications publicly made during the official prebid conference, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action.

HIRE HOUSTON FIRST

Designation as a City Business or Local Business

To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible. **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

<http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf>

Award of a Procurement of \$100,000 or More for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

Award of Procurement under \$100,000 for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement that may be More or Less than \$100,000 for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE CITY BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

Award of Procurement of \$100,000 or More for Purchase of Non-Professional Services , Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED

IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement under \$100,000 Purchase of Non-Professional Services Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED N SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement that may be More or Less than \$100,000 for Purchase of Non-Professional Services, Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE LOCAL BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

SECTION B
SCOPE OF WORK/SPECIFICATIONS

1.0 GENERAL:

1.1 The Contractor shall provide all necessary labor, supervision, equipment and supplies for the Maintenance and pump out services of storm water oil/water separators (OWS) and inlet filtration boxes; pump out services of truck wash sanitary oil/water interceptors (OWI) and bays. The Contractor shall comply with all applicable Federal, State and Local regulations regarding the collection, transportation and disposal of the OWS, inlet filtration boxes, OWI and bays content at designated City's disposal contractor – Republic Services. The City does not guarantee any specified quantities, 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 SERVICES TO BE PERFORMED ANNUALLY AT STORM WATER OWS AND INLET FILTRATION BOXES:

- 2.1 The annual service to be performed in March 2014 or as directed by the City of Houston's Designee.
- 2.2 All filters and screens shall be removed and cleaned, then reinstalled. All sludge and debris removed from filters shall be properly disposed in accordance with federal, state, and local regulations.
- 2.3 Each storm water OWS and inlet filtration boxes shall be pumped out completely, cleaned, and all sludge removed. All sludge removed from cleaning of the storm water OWS and inlet filtration boxes will be transported to the Republic landfill facility designated by the City of Houston.

3.0 SERVICES TO BE PERFORMED QUARTERLY AT TRUCK WASH SANITARY OWI, BAYS AND STORM WATER INLET FILTRATION BOXES:

- 3.1 Quarterly pumping services shall be performed in December 2013, March 2014, and June 2014 or as directed by the City of Houston's Designee.
- 3.2 Each truck wash sanitary OWI and bay shall be pumped out completely. All sludge removed from cleaning of each device shall be transported to the Republic landfill facility designated by the City of Houston
- 3.3 Remove obvious obstructions particularly trash from each storm water inlet filtration box during the quarterly maintenance service.

4.0 SERVICES TO BE PERFORMED MONTHLY AT STORMWATER OWS:

- 4.1 Monthly maintenance service of storm water OWS will be performed on the third Tuesday of the month or as directed by the City of Houston's Designee.
- 4.2 Monthly maintenance of storm water OWS shall include the following. The contractor shall perform visual inspection and perform measurements of storm water OWS content layers. Remove all debris from the manhole(s) and storm water OWS. The contractor shall record the visual inspection and measurements of storm water OWS content layers on the Visual Inspection Log form that the City will provide to the contractor. The Visual Inspection Log form shall include the storm water OWS location, date and time of inspection, name of the inspector; overall condition of the storm water OWS and measurement of the storm water OWS content layers. The Visual Inspection Log along with before and after pictures showing the condition of the storm water OWS must be submitted to the City via email no later than five (5) working days after the monthly maintenance service.

5.0 HOURS OF OPERATION:

5.1 The contractor shall perform the services during the following hours: Monday through Friday from 8:00AM – 5:00PM. The contractor may work, with prior approval from the City, extended hours to ensure timely completion of work at no additional cost to the City.

6.0 DOCUMENTATION:

6.1 The City will provide the manifest for contractor to use for each load removed from each City facility. The manifest form shall be a multi-part, multicolored 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.

6.2 Sequentially numbered manifests shall contain the following minimum information:

- 6.2.1 Contractor Name, Address and Phone Number
- 6.2.2 Driver's Name, Signature and Driver's License Number
- 6.2.3 City Facility and Location, Pick-up Date and Destination
- 6.2.4 Proper Name of Product
- 6.2.5 Quantity Removed (gallons)
- 6.2.6 Signature of City Representative
- 6.2.7 Vehicle Number and Vehicle License Number (Tag)
- 6.2.8 Final Destination (Treatment Storage Disposal (TSD) Facility)

7.0 LICENSE AND PERMITS:

7.1 The contractor shall, without additional expense to the City, be responsible for obtaining any necessary license, 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 provide under the scope of work.

8.0 CITY'S DISPOSAL CONTRACTOR DELIVERY ADDRESSES – REPUBLIC SERVICES:

8.1 Storm water content will be disposed at the following location:

McCarty Road LF TX
5757 Oates Road
Houston, Texas 77078

8.2 Sanitary content for all centers, except at 1245 Judiway, will be disposed at the following location:

5113 McCarty Road LF TX
5757 Oates Road
Houston, Texas 77078

For 1245 Judiway, the specified location is
Blue Ridge Landfill
Fresno Texas.

9.0 TESTS PRIOR TO PERFORMING PUMPING OUT SERVICES FOR THE TRUCK WASH SANITARY OWI AND BAYS, STORM WATER OWS AND INLET FILTRATION BOXES:

9.1 City of Houston and its qualified vendors, i.e. engineers and lab, will perform all necessary tests prior to performing pumping out services for the truck wash sanitary OWI and bays, storm water OWS and inlet filtration boxes.

- 9.2 If such tests indicate a presence of hazardous materials in the truck wash sanitary OWI and bays, storm water OWS and inlet filtration boxes, The City of Houston will be responsible for disposal of hazardous contents.

10.0 ADDITIONS & DELETIONS:

- 10.1 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, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

11.0 ESTIMATED QUANTITIES NOT GUARANTEED:

- 11.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. 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 based on the City purchasing all the quantities specified herein.

12.0 INTERLOCAL AGREEMENT:

- 12.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

13.0 WARRANTY OF SERVICES:

- 13.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract.
- 13.2 "Correction" as used in this clause, means the elimination of a defect.
- 13.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- 13.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.

14.0 CRIMINAL JUSTICE INFORMATION SYSTEMS (CJIS) COMPLIANCE (Applicable to Houston Police Department (HPD) Occupied Facilities:

14.1 The Houston Police Department recognizes that by allowing physical or logical (electronic) access to HPD facilities or network resources, people may gain access to information or systems they are statutorily prohibited from accessing. To comply with state and federal regulations, the Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Bidders/Respondents, therefore, agree to review the Criminal Justice Information Systems (CJIS) process and related documents located at <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm> and shall comply with the terms and requirements therein.

SECTION BB
Appendix A: Schedule of Work at Storm Water Oil Water Separators

Waste Type								
Destination – Storm	Control Type	Designated #	Location Comments	Address	Cleanout Capacity Estimated – Volume (Gallons)	LAB TEST THEN PUMPOUT AND CLEAN	Maintenance	Total
Storm Water	Separator	NE-OWS-1	South of Admin. Building	5425 Eastex Frwy.	9,000	Annual	Monthly	1
		NE-OWS-2	South of Detention Pond	5617 Neches Street	750	Annual	Monthly	1
		NE-OWS-3	In North Employee Parking Lot	5617 Neches Street	750	Annual	Monthly	1
		NE-OWS-4	Beside Outdoor Chillers	5617 Neches Street	750	Annual	Monthly	1
		NW-OWS-1	North of Truck Parking Lot	1245 Judiway Street	2,000	Annual	Monthly	1
		NW-OWS-2	Northeast Corner of Truck Parking Lot	1245 Judiway Street	1,000	Annual	Monthly	1
		SE-OWS-1	North of Body Shop	1506 Central Street	3,500	Annual	Monthly	1
		SE-OWS-2	South of Transfer Station	1506 Central Street	8,000	Annual	Monthly	1
		SW-OWS-1	South of Detention Pond	11500 South Post Oak Road	9,000	Annual	Monthly	1
Grand Total								
9								

Appendix B: Schedule of Work at Storm Water Inlet Filtration Devices

Waste Type								
Destination – Storm	Control Type	Designated #	Location Comments	Address	Cleanout Capacity Estimated – Volume (Gallons)	LAB TEST THEN PUMPOUT AND CLEAN	Maintenance	Total
Storm Water	Inlet Filtration Devices	NW Depository 1	Roll-off Containers	9003 North Main	5	Annual	Quarterly	1
		NW Depository 2	Used Oil	9003 North Main	5	Annual	Quarterly	1
		NW Sample 1	Truck Wash	1245 Judiway Street	5	Annual	Quarterly	1
		NW Sample 5	North of Underground Storage Tank	1245 Judiway Street	5	Annual	Quarterly	1
		NW Sample 6	Deadline Parking	1245 Judiway Street	5	Annual	Quarterly	1
		SE Sample 2	Between Truck Parking and Truck Wash	1506 Central Street	5	Annual	Quarterly	1
		SE Sample 3	Between Truck Parking and Truck Wash	1506 Central Street	5	Annual	Quarterly	1
		SE Sample 4	Between Truck Parking and Truck Wash	1506 Central Street	5	Annual	Quarterly	1
		Westpark Sample 4	South of Employee Parking	5900 Westpark	5	Annual	Quarterly	1
		SW Sample	Deadline Parking	11500 South Post Oak Road	5	Annual	Quarterly	1
Grand Total								
10								

Appendix C: Facility Oil Water Separator Maintenance Log

Facility Location:												
Date of Inspection:												
Time of Inspection:												
Inspector's Name:												
Company Name, Address, City/State/Zip:												
Contact:												
Contact Phone:												
Oil Water Interceptor Designated #												
GPM												
Year: 2013												
Maintenance Activates												
Non-Structural Controls												
Manhole Debris Cleaned												
Interceptor Debris Cleaned												
Hose Off/Cleaned Inside Walls												
Structural Controls												
Oil Depth Measured												
Record Depth												
Solid Depth Measured												
Record Depth												
Pump Out (if oil/sledge depths exceed 12" depth, call VAC Truck)												
Overall condition of the oil & water separator												
Comments:												

Appendix D: Schedule of Work at Sanitary (Truck Wash) Pollution Control Devices

Waste Type									
Destination – Sanitary	Control Type	Designated #	Location Comments	Address	Cleanout Capacity Estimated – Volume (Gallons)	PUMPOUT	PUMPOUT AND CLEAN	Maintenance	Total
Sanitary	Bay	87994	Truck Wash Bay #3 – Last Right	5425 Eastex Frwy.	20	Every 90 days	Not Applicable	Not Applicable	1
		87995	Truck Wash Bay #2 – Middle Bay	5425 Eastex Frwy.	20	Every 90 days	Not Applicable	Not Applicable	1
		87997	Truck Wash Bay #1 From Left to Right	5425 Eastex Frwy.	20	Every 90 days	Not Applicable	Not Applicable	1
		88225	Truck Wash Bay #1	11500 South Post Oak Road	20	Every 90 days	Not Applicable	Not Applicable	1
		88226	Truck Wash Bay #2	11500 South Post Oak Road	20	Every 90 days	Not Applicable	Not Applicable	1
		113337	Truck Wash Bay #3	1245 Judiway Street	20	Every 90 days	Not Applicable	Not Applicable	1
		113338	Truck Wash Bay #2	1245 Judiway Street	20	Every 90 days	Not Applicable	Not Applicable	1
		113339	Truck Wash Bay #1	1245 Judiway Street	20	Every 90 days	Not Applicable	Not Applicable	1
		113344	Truck Wash Bay #3	11500 South Post Oak Road	20	Every 90 days	Not Applicable	Not Applicable	1
		113346	Truck Wash Bay #4	11500 South Post Oak Road	20	Every 90 days	Not Applicable	Not Applicable	1
		113349	Truck Wash Bay #1	1506 Central Street	20	Every 90 days	Not Applicable	Not Applicable	1

Appendix D: Schedule of Work at Sanitary (Truck Wash) Pollution Control Devices – Continuation

Waste Type									
Destination – Sanitary	Control Type	Designated #	Location Comments	Addresses	Cleanout Capacity Estimated – Volume (Gallons)	PUMPOUT	PUMPOUT AND CLEAN	Maintenance	Total
Sanitary	Bay	113350	Truck Wash Bay #2	1506 Central Street	20	Every 90 days	Not Applicable	Not Applicable	1
		113351	Truck Wash Bay #3	1506 Central Street	2,520	Every 90 days	Not Applicable	Not Applicable	1
Grand Total for Bays 13									
	Grit / Oil Water Interceptor	77244	Truck Wash	11500 South Post Oak Road	500	Every 90 days	Not Applicable	Not Applicable	1
		79885	Truck Wash	5425 Eastex Frwy.	2,700	Every 90 days	Not Applicable	Not Applicable	1
		113315	Truck Wash	1506 Central Street	1,500	Every 90 days	Not Applicable	Not Applicable	1
		113335	Truck Wash	1245 Judiway Street	750	Every 90 days	Not Applicable	Not Applicable	1
Grand Total	for Grit / Oil Water Interceptor								

**SECTION C
GENERAL TERMS & CONDITIONS**

THE STATE OF TEXAS

BID # _____

ORDINANCE # _____

COUNTY OF HARRIS

CONTRACT # _____

I. PARTIES

1.0 ADDRESS

THIS AGREEMENT for Oil Water Separators/Interceptors Maintenance and Disposal Services ("Agreement") is made on the Countersignature Date between the CITY OF HOUSTON, TEXAS ("City"), a Texas home-rule city 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 Director
of the Solid Waste 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:

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EXHIBITS

- * A. DEFINITIONS
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- * 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 "B" & "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 by endorsement, that the insurance carrier waives any rights of subrogation against the City, Contractor shall give 30 days written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. 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.
- 5.2.3 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.

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 manufacturers 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 M/WBE COMPLIANCE

9.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") 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 7% of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the Mayor's Office of Business Opportunity (MOBO) and will comply with them.

9.2 M/WBE subcontracts must contain the terms set out in Exhibit "D."

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 workforce.

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 Office of Business Opportunity 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.

III. DUTIES OF CITY

1.0 PAYMENT TERMS

- 1.1 The City shall pay and Contractor shall accept fees 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.
- 1.2 The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

Payment Time	Discount	Payment Time	Discount
10 days	2%	20 days	1%

- 1.3 A vendor may elect not to offer a discount for early payment and the City will make payment net 30 days. Discounts will not be considered in the award evaluation.
- 1.4 If the City fails to make a payment according to the early payment schedule above, but does make the pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

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 upon 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 \$ [REDACTED] 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:

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]

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

- 6.3.1 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.
- 6.3.2 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.
- 6.3.3 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 6.4 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.
- 6.5 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.
- 6.6 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 180 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 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 4 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]

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT D
[M/WBE 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]

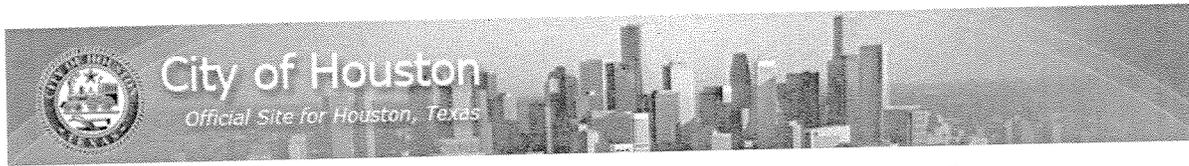
(To be inserted by the City at the time of contract execution)

**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)



Website Entire Site ... My ZIP Code

Strategic Purchasing Division (SPD) Home > Buyer Home > Bid Menu > Solicited Vendors (Bidders List)

Jump to Bid:

Buyer Menu

- [Buyer Home](#)
- [Search For Bids](#)
- [Create Bid](#)
- [Account Info](#)
- [NIGP Business Process](#)
- [Buyer's User Guide](#)
- [Vendor's User Guide](#)

Solicited Vendors (Bidders List)

Note: The list of Solicited Vendors/NIGP Codes are saved by the system automatically. If the vendor appears on the list below, it has already been saved with the Bid and no additional action is needed.

Company	Sales Contact Name	Email	MWDBE	Remove
ACCP INC. (Missouri City, TX)	RON ARMSTRONG	accp1@aol.com	No	Remove
ADK ENVIRONMENTAL INC. (Odem, TX)	SHARON KASTNER	info@adstormwater.com	No	Remove
Advanced Disposal Services (Jacksonville, FL)	MARY O'BRIEN	mobrien@advanceddisposal.com	No	Remove
AERC Recycling Solutions (Houston, Texas)	THOMAS OAKLEY	toakley@aercrecycling.com	No	Remove
Aimm Technologies, Inc. (,)	Brooks Bradford	aimmtech@wt.net	No	Remove
AL AMOL (Houston, TX)	AL AMOL	jughanze@msn.com	No	Remove
ALAMO ENVIRONMENTAL INC (Conroe, TX)	ALEX SALAS	alex@alamo1.com	Yes	Remove
All About Doody Pet Waste Removal (Houston, TX)	NATHALIE BLAND	service@allaboutdoody.com	No	Remove
ANDERSON POLLUTION CONTROL INC. (La Porte, Texas)	TOMMY ANDERSON	reggie@andersonpollutioncontrol.com	No	Remove
ANTHONY MCCARTHY (,)		APENNY4227@AOL.COM	Yes	Remove
ANTIPOLLUTION USA LLCANTIPOLLUTION USA LLC (Sugar Land, Texas)	STEFANOS MAGOULAS	smagoulas@antipollution.gr	No	Remove
ATKINS NORTH AMERICA INC (Houston, Texas)	CLARK C. MESOLELLA	clark.mesolella@atkinsglobal.com	No	Remove
Atlantic Industrial Services (Houston, TX)	Eric Duke	eduke@aiscn.com	No	Remove
C-6 Disposal Systems, Inc. (San Antonio, TX)	Sarah Chappellie	sarah@c-6disposal.com	No	Remove
Chief Solutions, Inc. (,)	Chief Rufus Davis, Jr.	chiefdavis@chiefsolutionsinc.com	Yes	Remove
Chief Solutions, Inc. (,)	Chief Rufus Davis, Jr.	chiefdavis@chiefsolutionsinc.com	Yes	Remove
		chiefdavis@chiefsolutionsinc.com	Yes	Remove

Chief Solutions, Inc. (,)	Chief Rufus Davis, Jr.			
Chief Solutions, Inc. (,)	Chief Rufus Davis, Jr.	chiefdavis@chiefsolutionsinc.com	Yes	Remove
CIRRUS ASSOCIATES, LLC (Houston, TX)	BRIAN MOORE	BMOORE@CIRRUSASSOCIATES.COM	Yes	Remove
CMS ENVIRONMENTAL SERVICES (Houston, t)	PAUL VALLADARES	pavalladares@sbcglobal.net	Yes	Remove
COASTAL SAFETY AND ENVIRONMENTAL (Kemah, Tx)	JASON KILGORE	jason@coastalse.com	No	Remove
COLUMBIA ENVIRONMENTAL SERVICES INC (Houston, TX)	CHRISTY WESTELL	cwestell@columbiaenviro.com	No	Remove
Competeria Trucking And Transportation Solution (houston, texas)	CHANA KURTZ	chana@competeria.com	No	Remove
Compliance EnviroSystems, LLC (Baton Rouge, LA)	Wayne Brown	wbrown@ces-sses.com	No	Remove
Covenant Waste Services, LLC (houston, tx)	PRENTICE TILLMAN	prentice@cwaste.com	No	Remove
Crenshaw Services, LLC dba Austin Outhouse (Austin, Tx)	Paula-Sherie Allen	paulasherie@hotmail.com	No	Remove
CRG TEXAS LLC (Rosenberg, Texas)	NUBIA CASLER	nubia@crgtexas.com	No	Remove
Custom Manufacturing, Inc. (Oklahoma City, OK)	Jamie Morton	jamie@custommanufacturing.us	No	Remove
DISASTER OPERATIONS & TRAINING (Jacksonville, FL)	CYNTHIA GRADY	cgrady@gdonow.com	No	Remove
ECOLOGY AND ENVIRONMENT, INC. (Houston, Texas)	MIKE DONNELLY	mdonnelly@ene.com	No	Remove
Effective Environmental, Inc (Pasadena, TX)	CHRIS PARMETER	cparmeter@eff-env.com	No	Remove
ELLETT MEDICAL INC (Kingwood, Tx)	BRETT ELLETT	ellettmedical@embarqmail.com	No	Remove
Environmental Specialized Solutions, Inc. (Corsicana, TX)	Barry Bancroft	bbancroft@ess-environmental.net	No	Remove
ENVIROWASTE SERVICES GROUP, INC. (Miami, FL)	RALPH A. BARBA	ralph.barba@envirowastesg.com	No	Remove
EQ-The Environmental	Doug Hoffman	doug.hoffman@eqonline.com	No	Remove

Quality Company (,)				
ES&H OF TEXAS, LLC (Pasadena, TX)	PETER PLAISANCE	peter@esandh.com	No	Remove
FCC Environmental (,)	Mike McKnight	michael.mcknight@fccenvironmental.com	No	Remove
First Class FGD Services, Inc. (Houston, TX)	Karl Guidry	firstclassfgdservices@yahoo.com	No	Remove
Flex Oil Services (Channelview, TX)	Chris Escalante	chris.escalante@flexoilservices.com	No	Remove
G&S ENVIRONMENTAL SERVICES (,)			Yes	Remove
GAMMA WASTE SYSTEMS LLC (Pasadena, Texas)	JOE KAPPIL	joekappil@gammaservices.com	No	Remove
Geosyntec Consultants Inc (Houston, Texas)	MICHAEL BLOOM	mbloom@geosyntec.com	No	Remove
GI ENVIRONMENTAL (Houston, TX)	MARY GREEN	gienvironmental@sbcglobal.net	No	Remove
H&H OIL LP (Baytown, Tx)	RON SANDLIN	rons@hhrecycling.com	No	Remove
HazWaste Environmental, LLC (,)	James Matte	james@hazwasteenv.com	No	Remove
Heritage Environmental Services (Indianapolis, Indiana)	CLINT MATTOCKS	clint.mattocks@heritage-enviro.com	No	Remove
HOLCOMB ENVIRONMENTAL WASTE (Houston, TX)		ccelestine22@sbcglobal.net	Yes	Remove
HONEST CONSULTANTS (Houston, TX)	LUCKY FELIX	feme@live.com	No	Remove
Horns Crew Trucking (longview, tx)	ALVIN HORN	hornscREWhornscREW@yahoo.com	No	Remove
IESI CORPORATION (Alvin, TX)	JOHN BRIGGS	jbriggs@iesi.com	No	Remove
INEOS BIO USA LLC (LISLE, ILLINOIS)	ERIC PORR	eric.porr@ineos.com	No	Remove
JNE ENTERPRISES, INC. (Houston, Texas)	SAMUEL EATON	samuel.eaton@jneenterprises.net	No	Remove
JOHN F ALLISON (Houston, TX)	JOHN F ALLISON	johnfallison@aol.com	No	Remove
KAP TECHNOCHEM USA INC (SUGAR LAND, TX)	PRAVIN KAPADIA	hpKaps@kaptechno.com	No	Remove
Legacee Environmental (Houston, Texas)	RUTHIE GREEN	rgreen@legaceeenvironmental.com	No	Remove
Lighthouse Environmental	Christy Westell	cwestell@lighthouseenv.com	Yes	Remove

Services, Inc. (Pasadena, TX)				
Magna-Flow Environmental (Houston, TX)	Victor Sanchez	magnaflo@flash.net	Yes	Remove
Malcolm Frazier (Tamarac, FL)	Malcolm Fraier	frazier.malcolm@gmail.com	No	Remove
MGM MARINE INC (Baytown, Texas)	MARSHA MILLSTID	mgmmarine@verizon.net	No	Remove
MICHELLE YOUNG (Houston, TX)	MICHELLE YOUNG	ryoung@saxetenvironmental.com	No	Remove
MILSTEAD ENVIRONMENTAL, LLC (Spring, Tc)	SANDY TENNERY	stennery@milsteadenviro.com	No	Remove
Nation Waste Inc (Houston, TX)	MARIA RIOS	mrios@nationwaste.us	No	Remove
Nicole Rinauro (Seattle, WA)	NICOLE RINAURO	n_rinauro@msn.com	No	Remove
OBUKO UWANOGHO (Sugar Land, TX)	OBUKO UWANOGHO	info@oblexgroup.com	No	Remove
OIL MOP LLC (,)	ANN STAMPER	astamper@oilmop.com	No	Remove
OMO SET INC (Houston, Texas)	DR GERALD HILL	GDHILL@OMO-SET.COM	No	Remove
OMO SET INC (Houston, Texas)	DR GERALD HILL	GDHILL@OMO-SET.COM	No	Remove
PETROLEUM SOLUTIONS INC (,)	JOHN KOCUREK	jkocurek@petroleumsolutionsinc.com	No	Remove
PETROTECH ENVIRONMENTAL (Houston, Tx)	TONI SCHOONOVER	tonis@petrotechenv.com	No	Remove
Philip Reclamation Services, Houston, Inc. (Houston, TX)	John Black	jblack@pscnow.com	No	Remove
PHILIPS RECLAMATION SERVICES LLC (Houston, Texas)	BUDDY GRANT	bgrant@pscnow.com	No	Remove
Phillips Environmental ProductsPhillips Environmental Products (Belgrade, Mt)	MARJORY BLESSUM	marjoryb@cleanwaste.com	No	Remove
PICK UP STICKS-a green waste management service (THE COLONY , TX)	FEMI OMONIJE	GREENWASTE@LIVE.COM	No	Remove
PONCE SERVICES INC (,)	ALMA PALACIOS	alma@ponceservicesinc.com	No	Remove
PRESS RENTALS (Evans, GA)	DENNIS ALLEN	dallen@pressrentals.com	No	Remove
Prizm Environmental Inc (Dickinson, Texas)	VIVIAN IRLAS	virlas@prizmenvironmental.com	No	Remove
PROGRESSIVE ENVIRONMENTAL SRVS INC (Cisco, TX)	JAMIE PERRELLA	jamie.perrella@swsenvironmental.com	No	Remove

PSC ENVIRONMENTAL SERVICES LLC (,)	JASON BOX	jbox@pscnow.com	No	Remove
PSC ENVIRONMENTAL SERVICES LLC (,)	JASON BOX	jbox@pscnow.com	No	Remove
Q Environmental (,)	Kai Dotiwala	kai@qenvironmental.com	No	Remove
RAPID WASTE LLC (Spring, TX)	Jawane Nicholson	Jnicholson@rapidwaste.com	Yes	Remove
Remediation Services, Inc. (Independence, KS)	Butch Holum	bholum@rsi-ks.com	No	Remove
Remediation Services, Inc. (Independence, KS)	Butch Holum	bholum@rsi-ks.com	No	Remove
REW GROUP LLC (Houston, Texas)	RICHARD SMITH	rick@rewtexas.com	No	Remove
Richards Disposal Inc (New Orleans, Louisiana)	ALVIN RICHARD JR.	support@richardsdisposal.com	No	Remove
ROGUE WASTE RECOVERY ENVIRO INC (Conroe, Texas)	JUNE STONE	roguewaste@consolidated.net	No	Remove
RV CONSTRUCTION COMPANY (,)		lynette-021@yahoo.com	Yes	Remove
S. Holcomb Enterprise INC. (Holcomb Oil Recycling) (Houston, Texas)	Samuel holcomb	holcombenterprise@yahoo.com	Yes	Remove
Safety Kleen Systems Inc. (Missouri City, Texas)	Jason Hamilton	donald.hamilton@safety-kleen.com	No	Remove
SEEWE INC (Houston, TX)	SEEWE INC	joeivy@seeweinc.net	No	Remove
SET ENVIRONMENTAL, INC. (Houston, TX)	PAMELA NOWLIN	pnowlin@setenv.com	No	Remove
SHAW ENVIRONMENTAL & INFRASTRUCTURE (Houston, TX)	JENNA WEIKERTH	jenna.weikerth@shawgrp.com	No	Remove
SLOAN VAZQUEZ LLCJOE SLOAN (Irvine, CA)	JM SLOAN	info@sloanvazquez.com	No	Remove
SouthWaste Services, dba GTM Services (Houston, TX)	David Stark	dstark@southwaste.com	No	Remove
SPRINT WASTE SERVICES L P (Houston, TX)	STEVE CANNON	scannon@sprintwaste.com	No	Remove
Standard Cement Materials, Inc. (Houston, TX)	Phillip Fletcher	pletcher@standardcement.com	Yes	Remove
Stericycle Specialty Waste Solutions, Inc. (Tulsa, OK)	BRYAN BROWN	btbrown@stericycle.com	No	Remove

Super Universal Waste LLC (Houston, TX)	PAULINE OAKLEY	oakleypauline@outlook.com	No	Remove
TALON LPE, LTD (Amarillo, TX)	JASON LINCOLN	jlincoln@talonlpe.com	No	Remove
TERRA RENEWAL LLC (Richardson, TX)	STEPHANIE BOWDEN	municipal.sales@terrarenewal.com	No	Remove
TERRA RENEWAL WEST LLC (,)	STEPHANIE BOWDEN	stephanie.bowden@terrarenewal.com	No	Remove
THERMO FLUIDS INC (Pleasanton, TX)	JON BEARD	jbeard@thermofluids.com	No	Remove
TOTAL CONSTRUCTION INSPECTOR (,)		BODDYFAM@AOL.COM	Yes	Remove
TOTAL CONSTRUCTION INSPECTOR (,)		BODDYFAM@AOL.COM	Yes	Remove
TOTAL CONSTRUCTION INSPECTOR (,)		BODDYFAM@AOL.COM	Yes	Remove
TOTAL CONSTRUCTION INSPECTOR (,)		BODDYFAM@AOL.COM	Yes	Remove
TRICON WHOLESALE, LLC (Baytown, TX)	BRUCE HALLMAN	bhallman@triconwholesale.com	No	Remove
Trojan Tool Mfg (Houston, TX)	Jackie Kline	tracym@trojantoolmfg.com	Yes	Remove
Urad, Inc. (Houston, TX)	Malcolm Chatham	mchatham@comcast.net	No	Remove
US ENVIRONMENTAL INC (,)	DOUGLAS FRIEDLAND	dfriedland@usenv.com	No	Remove
USA ENVIRONMENT LP (Houston, TX)	LOREN STURROCK	lsturrock@usaenviro.com	No	Remove
UTS Environmental (Houston, TX)	Vicki Doty	vicki@uts-enviro.com	No	Remove
Ventrex Environmental Services LLC (,)	JOHN DAVID RODRIGUEZ	ventrex@att.net	No	Remove
WASTE CONNECTIONS OF TEXAS, LLC (Humble, TX)	ADAM GOODERHAM	adamg@wasteconnections.com	No	Remove
WASTEQUIP INCORPORATED (Statesville, NC)	CHRISTINE KITTS	bids@wastequip.com	No	Remove
WASTEWATER INSPECTION INC (,)		ann@wastewaterinspections.com	Yes	Remove
Way Cool Product Company, LLC (Liverpool, NY)	RICH SETTEMBRE	rsettembre@gmail.com	No	Remove
WCA WASTE CORPORATION (Houston, Texas)	CASSANDRA GREEN	cgreen@wcamerica.com	No	Remove
Williams Strategic Consulting LLC (Houston, Texas)	VICKI WILLIAMS	vickibwilliams@gmail.com	No	Remove
		mjjefferson41@hotmail.com	Yes	Remove

Wreck-A-Wreck Etc | Mary
(Houston, Texas) | Jefferson

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