



Phone: (281) 944-4222
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1304 Langham Creek, #200
Houston, TX 77084



www.materialmg.com

MMR is accepting bids on behalf of a major oil company for the following material:

Accumulation of miscellaneous Ferrous and non ferrous metal or other metal recycable materials

**Contact Kevin Graham
(281) 944-4222**

The bid is for a 3-year term based on contract; July 1, 2021 - June 30, 2024

Material is located at Olathe Grease Plant, Olathe, KS

PPE and Site requirements: Fire Retardant Clothing, Steel Toe Boots, Hard Hat, Safety Glasses and any other safety equipment required as a result of COVID. No weapons, firearms, knives over 4 inches or any kind of machete permitted; No animals; No picture taking allowed and no alcohol. In addition, must have an English speaking scrap metal driver. Scrap driver MUST have a backfill.

The Contractor will be required to provide bins to adequately service each work site included in the scope of this Agreement. This requirement includes any increase in demand for bins required during work site turnarounds or other activities that require additional bins. In the event the Contractor is not in a position, at any time during the term of the contract, to provide adequate bin service to a specific work site location, the Company will have the option to obtain additional equipment and services from other sources to fill the immediate requirements of the work site at that time. From time to time, the Company may request to have a box moved from one location to another or have material removed that may require a flat bed. These can be charged at a contracted rate and netted against the Contractor's monthly scrap payment.

The contractor is required to separate and report any "no value" materials and non ferrous material found present in any shipment. The Contractor will report the associated "no value" weight and nonferrous content grade and weight on the receiving gross-tare-net weight ticket to be furnished by the Contract. Any individual grade type of nonferrous in accumulated weight of less than 100 pounds will not require separation and reporting as part of the contract. Pictures are required on scale tickets with "no value" deductions of 500 pounds or more.

Location	AMM Index	# of Bins
Olathe, KS	Chicago	Varies

Attached: Attachment A: Bid sheet for Olathe Grease Plant
Attachment B: Historic Scrap Reports by location
Attachment C: Scope of Work

Please include Tax Resale Certificate, OSHA's Form 300, and OSHA's Form 300A Logs with your Bid

Subject material to be sold on "AS IS / WHERE IS" basis.

SELLER reserves the right to reject any or all bids. Only the successful bidder will be notified of awards. Payment is by Cashier's Check or Wire Transfer and due with monthly reconciliation. All sales will be charged sales tax unless payment for material is accompanied by resale tax exemption certificate. Material to be removed on a timely basis at buyers expense. Seller description of material is based on the best available information, seller provides no express warranties and/or guarantees as to the quantity, quality, and/or fitness for any use or purpose.

Bid Close Date: May 19, 2021 (only successful bidder will be notified)
2:00 PM Central Time

All questions concerning this Bid Package should be directed to: Kevin Graham (281) 944-4222 or Natalie Brandt @ (281) 944-4220
kevin.d.graham@exxonmobil.com natalie.brandt@exxonmobil.com

Material Management Resources, Inc. Fax: (281) 944-4218 Phone: (281) 944-4222	BIDDER INFORMATION:
	Company
	Name
Contact: <u>Kevin Graham</u>	Street Address
Date: <u>4/13/2021</u>	City State Zip
	Phone E-mail



Company

Phone: (281) 944-4222
Fax: (281) 944-4218

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Attachment A - Bid Sheet Olathe Grease Plant - Olathe, KS

Miscellaneous accumulation of scrap material. Scrap bin services July 1, 2021- June 30, 2024.
High Side, AMM Chicago

Contact: Kevin Graham
(281) 944-4222

Price set for the month based on the 10th working day, not the 10th day of the month.

<u>Commodity</u>	<u>Index</u>	<u>High Side, AMM Houston</u>	<u>Floor Price*</u>
Carbon Steel - Combined cast iron, #1 & 2 Heavy melt, plate and structural steel	Consumer Buying Price-NO. 1 HEAVY MELT	+/- \$_____ per gross ton	\$_____ per Bin/Load
Heavy Carbon Steel - Heat Exchanges, Tube Bundles and Heavy Breakable Cast	Consumer Buying Price-NO. 1 HEAVY MELT	+/- \$_____ per gross ton	\$_____ per Bin/Load
Stainless Steel (316 series)	Dealer Buying Price-316 solids, clips	+/- _____ per lb	
Stainless Steel (304 series)	Dealer Buying Price-304 solids, clips	+/- _____ per lb	
Brass (all grades)	Non-ferrous scrap prices US - YELLOW BRASS SOLIDS	+/- _____ per lb	
Copper (all grades)	Non-ferrous scrap prices US- No.1 Heavy Copper and Wire	+/- _____ per lb	
Insulated copper wire #1	Non-ferrous scrap prices US- No.1 Heavy Copper and Wire	_____ %	
Insulated copper wire #2	Non-ferrous scrap prices US- No.1 Heavy Copper and Wire	_____ %	
Aluminum (pipe)	Non-ferrous scrap prices US- Segregated Low Copper clips	+/- _____ per lb	
Aluminum (sheet)	Non-ferrous scrap prices US- Segregated Low Copper clips	+/- _____ per lb	

*** Must provide Floor Price**

Any Nickel alloys will be bid on a case by case basis.

The above pricing is based upon the utilization of standard scrap bins. In the event of oversize loads, overweight loads, permit loads, escorts, etc., the associated costs for these additional services will be mutually agreed upon PRIOR to movement. The cost for these additional services will be deducted as a credit to the Contractor from the amount due Company. This adjustment will be made at the end of that current month where the expense occurred. If standard charges are not utilized for flat bed trucks, actual trucking invoices will serve as documentation for the charge. Please indicate if you have standard charges for the following:

Box Movements - For moving boxes within a facility, not initial drop or pickup	\$_____ per box
Standard Rate Flat Bed Trucks	\$_____ per truck
Standby Hour Rate (exceeding 2-hr wait time)	\$_____ per hour

The Company understands there could be delays on site. For any extraordinary delays in excess of a two hour delay window, from the time the Contractor clocks in to the time the Contractor clocks out of the work site, adjustments would be based upon any delays beyond the two hour time frame.

Any "no value" materials and non ferrous material found present in any shipment are required to be separated and reported. The associated "no value" weight and nonferrous content grade and weight shall be reported on the receiving gross-tare-net weight ticket. Any individual grade type of nonferrous in accumulated weight of less than 100 pounds will not require separation and reporting. Pictures are required on scale tickets with "no value" deductions of 500 pounds or more.

PPE and Site requirements: Fire Retardant Clothing, Steel Toe Boots, Hard Hat, Safety Glasses and any other safety equipment required as a result of COVID. No weapons, firearms, knives over 4 inches or any kind of machete permitted; No animals; No picture taking allowed and no alcohol. In addition, must have an English speaking scrap metal driver. Scrap driver MUST have a backfill.

The Contractor will be required to provide bins to adequately service each work site included in the scope of this Agreement. This requirement includes any increase in demand for bins required during work site turnarounds or other activities that require additional bins. In the event the Contractor is not in a position, at any time during the term of the contract, to provide adequate bin service to a specific work site location, the Company will have the option to obtain additional equipment and services from other sources to fill the immediate requirements of the work site at that time. From time to time, the Company may request to have a box moved from one location to another or have material removed that may require a flat bed. These can be charged at a contracted rate and netted against the Contractor's monthly scrap payment.

Other Comments:

**Exhibit C:
Scope of Work**



1. SCOPE: Company shall sell to the Contractor, and Contractor shall buy, based on the terms and conditions of this Agreement, all of Company's right, title and interest in accumulations of miscellaneous ferrous and non-ferrous scrap metal or other scrap materials (sometimes referred to as "Goods") as Company makes available from time to time at pickup points specified by Company.

The Contractor will be required to provide bins to adequately service each work site included in the scope of this Agreement. This requirement includes any increase in demand for bins required during work site turnaround or other activities that require additional bins. In the event the Contractor is not in a position, at any time during the term of the contract, to provide adequate bin service to a specific work site location, the Company will have the option to obtain additional equipment and services from other sources to fill the immediate requirements of the work site at that time. From time to time, the Company may request to have a box moved from one location to another or have material removed that may require a flat bed. These can be charged at a contracted rate and netted against the Contractor's monthly scrap payment.

The Contractor will assign a single point contact at the Contractor's office / yard for bin pickup and delivery. This single point contact will dispatch pickup and delivery requests to the Contractor's office / yard locations, where applicable. Requests will be forwarded to the Contractor by electronic copy from Material Management Resources, Inc. or the specific Work Site, whichever is applicable. The Contractor will confirm receipt of the request by return electronic copy and provide a time for the pickup or delivery of the bin(s) or truck(s), whichever is applicable.

The Contractor is required to separate and report any "no value" materials and nonferrous material found present in any shipment. The Contractor will report the associated "no value" weight and nonferrous content grade and weight on the receiving gross-tare-net weight ticket to be furnished by the Contract. Any individual grade type of nonferrous in accumulated weight of less than 100 pounds will not require separation and reporting as part of the contract. Pictures are required on weight tickets with "no value" deductions of 500 pounds or more.

PPE and Site requirements: Fire Retardant Clothing, Steel Toe Boots, Hard Hat, Safety Glasses and any other safety equipment required as a result of COVID. No weapons, firearms, knives over 4 inches or any kind of machete permitted; No animals; No picture taking allowed and no alcohol. In addition, must have an English-speaking scrap metal driver. Scrap driver MUST have a backfill.

2. COLLECTION OF GOODS:

- a. Contractor will collect the accumulations of miscellaneous ferrous and non-ferrous scrap metal or other scrap materials on a regular and frequent basis so that the Goods do not exceed the capacity of the collection areas or receptacles. Contractor shall furnish, at its cost, all labor and material associated with collection and transportation of the Goods by vehicle.
- b. Contractor will use reasonable efforts to refrain from removing Nonconforming Goods, including:
 - i. any Goods containing hazardous material as defined under federal or state laws and regulations;
 - ii. any single piece of equipment with a radiation level exceeding the applicable state level;
 - iii. any vessel and/or heater coated with asbestos containing insulation; and
 - iv. any uncrushed drum or container.

The items described in this Section b are defined in this Agreement as "Nonconforming Goods".

- c. Contractor agrees to render material functionless for any purpose, other than scrap metal or other scrap material.
- d. Contractor shall perform all services hereunder during normal working hours (8:00 am to 4:30 p.m., Monday through Friday), unless otherwise specified or approved by Company.
- e. If requested by Company, Contractor will require personnel entering any work site to perform services under this contract, to be clearly identified by badges the work site would provide. These badges must be worn at all times while on Company premises. Also at Company request, Contractor will require every person entering a work site to perform services hereunder to be identified by a complete fingerprint record.

3. LOCATION: Contractor shall pick up Goods, but not be limited to the following pickup points and any other mutually agreed upon location(s). Furnishing of all services and facilities needed to collect and remove Goods from the locations hereinafter specified and referred to as "Work Sites". Specific area covered by the Agreement is the **Olathe Grease Plant**.

The Company Contact for the Work Sites will be either the site designated Scrap Coordinator or Material Management Resources, Inc. The Contractor shall remove Goods, regardless of quantity, from Company's premises as needed, including weekends, when notified by Company Contact or Material Management Resources, Inc. The Company's premises shall be kept free of any accumulation of Goods in accordance with this Agreement.

4. WEIGHT AND MEASUREMENT:

- a. Each load of scrap metal purchased shall be weighed on the work site scales, or in the event the work site does not have scales on location, at a bonded public scale (agreed to by Company and Contractor) and all scale tickets shall include the following:
 - i. Surplus Equipment Disposal Form (SED) Number
 - ii. Tare weight and date of weighing
 - iii. Gross weight and date of weighing
 - iv. Net weight of miscellaneous scrap metal
 - v. Point of origin of the scrap metal
 - vi. License number of tractor and float trailer
 - vii. Signature of Company representative or bonded weigh person
 - viii. Scrap bin number
- b. In connection with this agreement tonnage shall be equal to gross weight minus tare weight. The gross weight shall consist of the combined weights of the tractor, trailer, loaded scrap container, full fuel tanks, with no driver or helpers on board the vehicle(s). Tare weight shall consist of the combined weights of the tractor, trailer, empty scrap container, full fuel tanks, with no driver or helpers on board the vehicle(s).
- c. Scale certification from a 3rd party is to be provided yearly.

Company reserves the right to witness all weighing at the work site or bonded public scales. Company reserves the right to witness the recovered nonferrous materials at the Contractor's site, in addition to the weights determined by the Contractor as no value.

5. SPOT SALES: Company and Contractor agree that, from time to time, Contractor may purchase item(s) from Company which are sold separate and apart from Goods under this Agreement. Such separate item purchases shall be treated by Company and Contractor as "Spot Sales", and the purchase price of said item(s) shall be agreed upon by Company and Contractor prior to loading and transportation of the item(s). In the event of such sale, Contractor shall remit payment, execute an Agreement of Purchase and Sale, then obtain approval to load the item, and mark the weight ticket and payment documentation "Spot Sale".

Olathe Historical Data 2018-2020



2020 Monthly Scrap Gross Tons by Material

Sum of GT	GT by Period				
Material	2020-02	2020-03	2020-06	2020-11	Grand Total
SHEET METAL STEEL				6.26	6.26
STEEL	5.07	5.33	2.20	5.38	17.97
Grand Total	5.07	5.33	2.20	11.63	24.23

2020 Monthly Bin Pickups

Bins/Month	Bins by Period				
Site	2020-02	2020-03	2020-06	2020-11	Grand Total
OLATHE GREASE PLANT	1	1	1	2	5
Grand Total	1	1	1	2	5

2019 Monthly Scrap Gross Tons by Material

Sum of GT	GT by Period						
Material	2019-02	2019-04	2019-05	2019-06	2019-09	2019-10	Grand Total
STEEL	17.88	4.12	4.10	3.13	1.22	4.97	35.41
Grand Total	17.88	4.12	4.10	3.13	1.22	4.97	35.41

2019 Monthly Bin Pickups

Bins/Month	Bins by Period						
Site	2019-02	2019-04	2019-05	2019-06	2019-09	2019-10	Grand Total
OLATHE GREASE PLANT	3	1	1	1	1	2	9
Grand Total	3	1	1	1	1	2	9

2018 Monthly Scrap Gross Tons by Material

Sum of GT	GT by Period								
Material	2018-01	2018-03	2018-04	2018-05	2018-06	2018-07	2018-09	2018-11	Grand Total
STEEL	4.66	3.33	7.11	18.27	9.85	5.49	9.51	1.81	60.03
Grand Total	4.66	3.33	7.11	18.27	9.85	5.49	9.51	1.81	60.03

2018 Monthly Bin Pickups

Bins/Month	Bins by Period								
Site	2018-01	2018-03	2018-04	2018-05	2018-06	2018-07	2018-09	2018-11	Grand Total
OLATHE GREASE PLANT	1	1	2	3	2	1	3	1	14
Grand Total	1	1	2	3	2	1	3	1	14