# COUNTY OF FRESNO REQUEST FOR QUOTATION NUMBER: 926-5472

# WASTE OIL, USED FILTERS, ANTIFREEZE AND SOLVENT DISPOSAL SERVICES

Issue Date: June 17, 2016

## Closing Date: JULY 19, 2016

Quotation will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFQ should be directed to: Debbie Scharnick, e-mail <u>countypurchasing@co.fresno.ca.us</u> or phone (559) 600-7111.

Check County of Fresno Purchasing's website at <u>https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx</u>

for any future addenda.

Please submit all Quotations to:

County of Fresno – Purchasing 4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor Fresno, CA 93702-4599

### **BIDDER TO COMPLETE**

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

A cash discount of	%	days will apply.			
COMPANY					
ADDRESS					
CITY			STATE	ZIP CODE	
( )	( )				
TELEPHONE NUMBER	FACSIMILE NUMBER		E-MAIL ADDR	ESS	
SIGNATURE (IN BLUE INK)					
PRINT NAME		TITLE			
Purchasing Use: DLS:ssj		ORG/Requisition: 551222	05 / 5511600029		

## COUNTY OF FRESNO PURCHASING

## STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

## **GENERAL CONDITIONS**

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

- 1. BID PREPARATION:
  - A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
  - B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
  - C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
  - D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
  - E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
  - F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
  - G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.
- 2. SUBMITTING BIDS:
  - A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
  - B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
  - C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP/RFQ.

Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

- 3. FAILURE TO BID:
  - A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.
- 4. TAXES, CHARGES AND EXTRAS:
  - A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
  - B) DO NOT include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
  - C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
  - D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

- 6. AWARDS:
  - A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
  - B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
  - C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
  - D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
  - E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.
- 7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

- 10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:
  - A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall

be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.
- 11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or c7ommercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

#### 17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

#### Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures if PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 <u>and</u> in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFP/RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

#### 19. OBLIGATIONS OF CONTRACTOR:

- A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
- B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

#### 20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

21. DISCLOSURE - CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - o violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - o false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any harddisk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

#### 23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (second floor), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

\* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

## 24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

#### ADMINISTRATIVE POLICY NUMBER 5

#### Contract Salary Limitation Fresno

**County Administrative Policy No. 5** provides that in contracts with nonprofit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

**Policy Statement:** Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of

the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

<u>Management Responsibility</u>: It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

#### **ADMINISTRATIVE POLICY NUMBER 34**

#### Competitive Bids and Requests for Proposals

**Fresno County Administrative Policy No. 34** provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

Definitions: Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

<u>Policy Statement:</u> Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

#### Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

#### Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

#### Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

<u>Management Responsibility</u>: The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

#### **ADMINISTRATIVE POLICY NUMBER 71**

#### Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

Policy Statement: Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

<u>Management Responsibility</u>: Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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## **KEY DATES**

**RFQ Issue Date:** 

Vendor Conference:

Vendors are to contact Debbie Scharnick at (559) 600-7111 if planning to attend vendor conference.

Deadline for Written Requests for Interpretations or Corrections of RFQ:

**RFQ Closing Date:** 

June 17, 2016

### June 29, 2016 at 10:00 A.M.

County of Fresno Purchasing 4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor Fresno, CA 93702

July 5, 2016 at 10:00 A.M. E-Mail: CountyPurchasing@co.fresno.ca.us

July 19, 2016 at 2:00 P.M.

County of Fresno Purchasing 4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor Fresno, CA 93702

## **BIDDING INSTRUCTIONS**

The County of Fresno is soliciting bids to provide all labor, materials equipment, permits, fees, taxes and insurance etc., to provide the collection of and disposal services for waste oil, used oil filters, waste solvent, and antifreeze, as specified herein.

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference do not apply to this Request for Quotation.

**DEFINITIONS:** The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

**ISSUING AGENT:** This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

**INTERPRETATION OF RFQ:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see below). Any change in the RFQ will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to County Purchasing by 10:00 A.M. June 24, 2016 Cut-Off. Questions must be directed to the attention of the buyer identified on page one.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.

Questions shall be delivered to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, CA 93702 or email: <u>CountyPurchasing@co.fresno.ca.us</u>.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

**AWARD:** The County of Fresno reserves the right to make the award on the basis of the entire group or on a per line item basis. The award will be made in a manner determined to be to the best advantage of the County. The County will be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

**RIGHT TO REJECT BIDS:** The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

**AUTHORIZED CONTACT:** All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, it content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All

such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

VENDOR CONFERENCE: On June 22, 2016 at 10:00 A. M., a vendor's conference will be held in which the scope of the project and quotation requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton Avenue (between Cedar and Maple), 2<sup>nd</sup> Floor, Fresno, California. Minutes will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

# Bidders are to contact Debbie Scharnick at County of Fresno Purchasing, (559) 600-7111, if they are planning to attend the conference.

**NOTICE TO PROCEED:** Following execution of the agreement by both parties (County and Contractor), the County will issue a written Notice to Proceed for the project specified herein. The completion period as defined below, shall commence upon the date that the Notice to Proceed is delivered to the Contractor.

**CODES AND REGULATIONS:** All work and material to conform to all applicable state and local building and other codes and regulations.

**NUMBER OF COPIES:** Submit **one (1) original and two (2) copies** of your quotation no later than the quotation closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

FIRM QUOTATION: All quotations shall remain firm for at least ninety (90) days.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

**SALES TAX:** Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

**TAXES, PERMITS & FEES:** The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

**SPECIFICATIONS AND EQUALS:** Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

**LITERATURE:** Bidders shall submit literature, which fully describes items on which they are bidding, not later than the closing date of this bid. Any and all literature submitted must be stamped with bidders name and address.

**GUARANTEE AGAINST DEFECTS:** All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

**PACKAGING:** Each item listed in the bid gives as part of its description the minimum packaging size that the County would order. The County feels it more reasonable to order the successful bidder's standard "carton" sizes; therefore, each bidder is asked to fill in the information for each item. Normally the circumstances resort to minimum package size orders. Be sure to fill in your "standard" carton size on the quotation schedule if different from stated.

Quote separate prices on each individual item in County unit of measure (i.e., EA, DZ, PG, not your standard carton price).

**VENDOR ASSISTANCE:** Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**QUOTATION REJECTION:** Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

**BIDDERS' LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

**PRICES:** Bidder agrees that prices quoted are a maximum for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**EXCEPTIONS:** Identify with explanation, any terms, conditions, specifications or stipulations of the RFQ with which you CAN NOT or WILL NOT comply.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

**SUBCONTRACTORS:** If a subcontractor is proposed, complete identification of the subcontractor and his tasks shall be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
- 2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
- 3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of

service to be performed by the contract, or participated in any way in developing the contract or its service specifications.

- 4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
- 5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

**INVOICING:** All invoices are to be delivered in duplicate to the ordering department. Each invoice shall reference the purchase order or contract no. The contractor shall obtain the "invoice to" address when receiving the order.

**PAYMENT:** County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month.

# CONTRACT TERM: <u>It is County's intent to contract with the successful bidder for a term of three (3)</u> years.

**RENEWAL:** Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

**QUANTITIES:** Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

**ORDERING:** Orders will be placed as required by the various County Departments.

**TERMINATION:** The County reserves the right to terminate any resulting contract upon written notice.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**EXAMINATION OF SITE:** Where work is to be performed on County site, each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

**DAMAGE TO EXISTING WORK:** Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

**CLEAN UP:** The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

**WATER, POWER & TOILET FACILITIES:** Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder will be required, however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

**COORDINATE WORK WITH OWNER:** Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

**INSPECTION:** All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

**SUPERVISION:** The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

STANDARD OF PERFORMANCE: All work shall be performed in a good and workmanlike manner.

**SAFEGUARDS:** The contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

**INSURANCE:** Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. <u>Commercial General Liability</u>: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. <u>Automobile Liability</u>: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

- C. <u>Professional Liability</u>: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
- D. <u>Worker's Compensation</u>: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, **Public Works & Planning - Resources, Attn: Mike Griffey, 2220 Tulare Street, 6**<sup>th</sup> **Floor, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**EPAYMENT OPTION:** The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

#### **BIDDER TO COMPLETE:**

Name of Insurance Carrier:		
Public Liability:	Ехрі	res:
Automotive Insurance:	Expi	res:
Worker's Compensation:	Ехрі	res:

Proof of maintenance of adequate insurance will be required before award is made to vendor.

**GUARANTEE:** The bidder shall state his written guarantee here:

**GUARANTEED PICK UP AND/OR DELIVERY**: Bidder will be considered in award of bid only if they can guarantee. Enter guarantee on this line (i.e. number of days from receipt of order to delivery):

By:

(Authorized Signature in Blue Ink)

State Purchase Order mailing address:

**MINIMUM ORDER:** Bidder to state minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

#### SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing:

**LICENSE:** Bidder must be in compliance with the statutory requirements governing hazardous waste transportation in California, which are contained in Division 20, Chapter 6.5, Article 6.5, Article 6.6, and Article 13 of the California Health and Safety Code (Health & Saf.Code). Regulations adopted pursuant to these statutes are found in, Division 4.5, Chapter 13, and Chapter 29 of the California Code of Regulations, title 22. (Cal. Code Regs., tit. 22). The Health & Safety. Code, Cal. Code of Regs, tit. 22.

Bidder to possess appropriate license/certificates, etc. for the project in accordance with current regulations/statutes.

The bidder shall possess a current State of California Environmental Protection Agency (EPA) License, a current valid registration certificate issued by the Department of Toxic Substances (DTSC) or another license, permit, certificate or registration that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

#### EPA ID / CA ID Number and Class:

### Date of Issue:

Bidder must also submit verification of License from the Department of Consumer Affairs – State License Board. Failure to submit verification may result in bidder's response being considered non-responsive.

**Transporter Requirements:** Hazardous waste transporters must comply with the California Vehicle Code, CHP Regulations (Cal. Code Regs., tit. 13); the California State Fire Marshal Regulations (Cal. Code Regs., tit. 19); United States Department of Transportation (DOT)

Regulations, Title 49, Code of Federal Regulations (49 Code of Federal Regulations); and U.S. Environmental Protection Agency (U.S. EPA) Regulations, Title 40 Code of Federal Regulations. In addition, hazardous waste transporters must comply with the Health & Saf. Code and Cal. Code Regs., tit. 22 which are administered by DTSC. These requirements are summarized below:

**EPA Identification (ID) Numbers:** All hazardous waste transporters and permitted treatment, storage and disposal facilities must have ID numbers, which are used to identify the hazardous waste handler and to track the waste from its point of origin to its final disposal ("From Cradle to Grave"). This number, issued by either U.S. Environmental Protection Agency (U.S. EPA ID Number) or by DTSC (California ID Number) depends on the type of waste "Resource Conservations and Recovery Act (RCRA)" or "non-RCRA" (California only) wastes.

**Registration and Insurance:** Unless specifically exempted, a person transporting hazardous waste must hold a valid registration issued by DTSC in his or her possession while transporting hazardous waste. [Health & Saf. Code, §25163]. A transporter shall not transport hazardous waste without first receiving an Identification Number and a registration certificate from DTSC. [Cal. Code Regs., tit. 22, §66263.17]

Bidder must present proof of ability to provide adequate response in damages resulting from the operation of the person's business. Adequate response means protection against liability for the payment of damages equivalent to protection required by of the California Vehicle Code, section 34630, et seq. Valid proof consists of a Certificate of Insurance (DTSC 8038 or MCS-90), a bond of a California licensed surety company (MCS-82), or evidence of qualification as a self-insurer (public agencies).

**Manifesting Procedures:** Unless specifically exempted, hazardous waste shall not be accepted for transport without a Uniform Hazardous Waste Manifest (EPA Form 8700-22) that has been properly completed and signed by the generator and transporter. [Cal. Code Regs., tit. 22, §66263.20(a)] A person transporting hazardous waste in a vehicle shall have a manifest in his or her possession while transporting the hazardous waste. [Health & Saf. Code, §25160(d)]

### BONDS:

**PERFORMANCE BOND:** The successful bidders may be required to furnish a faithful performance bond.

**BONDING COMPANY:** The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

**COORDINATION AND COMPLETION:** The successful bidder shall contact and meet with the County Coordinator at the job site prior to commencement and completion of any work.

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

**GUARANTEE:** The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**DEFAULT:** In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

**ASSURANCES:** Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**AUDITS AND RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**BIDDER TO COMPLETE THE FOLLOWING:** 

## PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.



Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature in Blue Ink)

Title

### VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm:

## **REFERENCE LIST**

Provide a list of at	east five (5) customers for whom you have recently provided similar
products/services.	Be sure to include all requested information.

Reference Name:		Con	itact:		
Address: City: Phone No.: ( Service Provided:	)	Date:	State:	Zip:	
Reference Name: Address:		Con	itact:		
City: Phone No.: ( Service Provided:	)	Date:	State:	Zip:	
Reference Name: Address:		Con	tact:		
City: Phone No.: ( Service Provided:		Date:	State:	Zip:	
Reference Name: Address:		Con	itact:		
City: Phone No.: ( Service Provided:	)	Date:	State:	Zip:	
Reference Name: Address:		Con	itact:		
City: Phone No.: ( Service Provided:		Date:	State:	Zip:	

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

## **BIDDER QUESTIONNAIRE - WASTE OIL DISPOSAL**

### All collected oil is required to be recycled

Bidder to complete and return with quotation

1.	Does your facility have a permit?	Yes	No
2.	How is the waste oil used?	Asphalt	
		Fuel	
		Re-refined	
		Other	
3.	In your process, are any wastes generated:	Yes	No
	How Handled:		
4.	Does your company process wastes other than waste oil?	Yes	No
	If so, please list:		
5.	Please describe how waste oil and other waste material is handled	, stored, and s	eparated.
6.	Does your company have quality assurance/quality control procedures for waste in-transit at your facility?	Yes	No
	Please describe:		
7.	Does your facility have Environmental Impairment Insurance	Yes	No
	Insurance Company Name:		
	Policy number:		
	Amount of Coverage:		
	Deductible:		
	Expiration Date:		

9.

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8. Please indicate if your facility has the following permits, plans, etc.:

RCRA or State Part B:	Yes		No	
Hazardous Waste Transporter Registration:				
SPCC Plan:				
Emergency Response Plan:				
Air Pollution Control Permit:				
Other				
Please provide the following information regarding how your compa management of contaminated used oil.	ny han	dles the col	llection	and

- A. Is oil tested for contamination prior to each collection? Yes No
- B. Briefly describe the process for oil testing positive for contaminants (i.e. how the oil is collected, handled, transported, final disposition where and how?)
- C. Describe the process for documenting the collection of contaminated used oil.
- D. At any time during this agreement, the County may request statistics on all, or any Group/Section of oil collection (no. of filters collected, no. of gallons collected, how disposed), contaminated oil and/or other substances described in this RFQ. Please provide contact staff names, telephone numbers, and email addresses appropriate to the provision of statistical information.
- E. List all current federal, state and local licenses and permits your company carries in order to perform the type of work requested herein. Licenses and permits should pertain to all aspects of disposal (i.e. pick-up, transport, storage, recycling, etc. Copies to be submitted with bid.
- F. List all equipment to be used by vendor to provide this service and state capacity of each.
- G. State local phone number or toll-free phone number where service may be obtained:
- H. Describe any other services which are available but are not specified within this Request for Quotation:

State response time (i.e. number of days from request for service):

I. Describe complete process of waste oil (containing less than 1,000 PPM Halogens) disposal beginning with pick-up at Participating Agency to final disposition of oil. Include all documentation that will be provided to Participating Agency. Explain how the waste oil will be disposed of and what proof will be provided to Participating Agency indicating appropriate disposal.

Describe complete process of disposal beginning with pick-up at Participating Agency's facility to final disposition of the following items:

A. Anti-freeze:

- B. Waste Oil containing halogens greater than 1,000 PPM:
- C. Oil Water:
- D. Sump Water containing gasoline or oil:
- E. Water Soluble Oils:
- F. Oils heavily contaminated with water and solids:

## **BIDDER QUESTIONNAIRE - USED OIL FILTER DISPOSAL**

All col	lected used oil filters are required to be recycled		
1.	Does your facility have a permit?	Yes	No
2.	How are the used oil filters used:	Asphalt	
		Fuel	
		Re-refined	
		Other	
3.	In your process, are any wastes generated:	Yes	No
	How handled?		
4.	Does your company process other than used oil filters?	Yes	No
	If so, please list:		
5.	Please describe how used oil filters are handled, store, and sepa	arated.	
6.	Does your company have quality assurance/quality control procedures for waste in-transit at your facility?	Yes	No
	Please describe:		
7.	Does your facility have Environmental Impairment Insurance?	Voc	No
7.		163	
	Insurance Company Name:		
	Policy Number:		
	Amount of Coverage: \$		
	Deductible: \$		
	Expiration Date		
8.	Please indicate if your facility has the following permits, plans, et	C.:	

RCRA or State Part B:	Yes	 No	
Hazardous Waste Transporter Registration:	Yes	 No	
SPCC Plan:	Yes	 No	
Emergency Response Plan:	Yes	 No	
Air Pollution Control Permit:	Yes	 No	
Other:			

- 9. Bidder to respond to each item listed below IN FULL DETAIL:
- A. Describe complete process of used oil filters disposal beginning with pick-up at Participating Agencies to the final recycling of filters. Include all documentation that will be provided to the Participating Agencies. Explain how the filters will be recycled and what proof will be provided to the Participating Agencies indicating appropriate recycling. Does your company have more than one recycling point? If so, list them.
- B. List all facilities at which used oil filters will be stored between the time of pick-up at Participating Agency's facility and arrival at final destination. This must include *all* interim (temporary) storage facilities. Provide addresses, ownership and licensing for each facility.
- C. State names, addresses and licensing for each transportation company used in the **hauling or handling** of used oil filters from point of pick-up to final destination.
- D. List all current federal, state and local licenses and permits your company carries or any other company that handles the filters in order to perform the type of work requested herein. Licensed and permits should pertain to all aspects of recycling (i.e. pick-up, transport, storage, recycling, etc.).

## **GROUP I - WASTE OIL**

It is estimated that waste oil is to be picked up and removed from the County of Fresno G.S. Fleet Services Division located at 4551 E. Hamilton Avenue, Fresno, California, 93702 one (1) time every month.

### Section A

Establish a thirty (30) day monthly service pickup at Fleet Services. Fleet Services will initiate services calls for the Public Works Maintenance Yards. A response time of within twenty-four (24) hours is requested.

All documentation for the County of Fresno- Fleet Services and Public Works Maintenance Yards waste pickups shall be mailed to Internal Services Department - Fleet Services, 4551 E. Hamilton Avenue, Fresno, CA 93702.

### Section B

It is estimated that the Public Works Department's Certified Collection Center Program's waste oil and filters will be collected at a minimum of monthly. During calendar years 2014 and 2015 an annual average of 24,152 gallons of used oil was collected and an average of 16,616 filters were collected.

Within 10 working days of the end of each quarter, copies of all service orders for oil and filters picked-up from each certified collection center during that quarter will be sent (scanned and emailed or sent by U.S.P.S.) to <u>mgriffey@co.fresno.ca.us</u> or Public Works and Planning - Resources Division, 2220 Tulare Street, 6<sup>th</sup> Floor, Fresno, CA 93721.

The list of Public Works Department used oil and used oil filter certified collection centers is attached, as is information regarding the American Avenue Disposal Site and the Public Works Maintenance Yards.

### Section C

It is estimated that the Sheriff's Department waste oil will be picked up and removed at a minimum of one (1) time every three (3) weeks. The Sheriff's Department Motor Pool is located at 2200 Fresno Street, Fresno, CA 93721. Invoices will be mailed to Sheriff-Coroner's Office, 2200 Fresno Street, Fresno, CA, 93721.

The County of Fresno reserves the right to increase or decrease the frequency of service during the contract period in accordance with operational requirements. The contracted rate(s) will apply at all times during the contract period.

*NOTE:* Each Participating Agency will contract individually with the Successful Vendor(s). Individual agreements between each agency and the vendor will be based on the vendor's quotation; however, no agency shall be bound by an agreement entered into by any other agency.

Additional collection sites may be added or deleted during the course of this contract.

## **SECTION "A" - COUNTY OF FRESNO**

Bidder shall provide all labor, material, equipment, transportation, etc. to collect, remove and dispose of waste oil as specified within the Request for Quotation at the rates quoted below.

Assume halogens at 1,000 PPM or less.

## 1. Location: Internal Services Department - Fleet Services Division (Main Facility) 4551 E. Hamilton Avenue Fresno, CA 93702

Total Gallons (on	e load): 750			
Flat service char	ge per load (*in	cludes	gallons)	\$
Rate per gallon	\$	X**	applicable gallons	=
Testing fee(s)				\$
Other charges or	fees (describe)	)		\$
			TOTAL COST PER LOA	D \$

State here for free pick up, payment to the County, or any other costing method proposed by the vendor:

2. Location: Sheriff's Dept.- Fleet Services (Courthouse) Fresno & M Street Fresno, CA 93721 Total Gallons (one load): 150 Flat service charge per load (\*includes \_\_\_\_\_ gallons) \$\_\_\_\_\_ \_\_\_\_\_ applicable gallons= X\*\* \$\_\_\_\_ Rate per gallon \$ Testing fee(s) \$ Other charges or fees (describe) \$ TOTAL COST PER LOAD \$

State here for free pick up, payment to the County, or any other costing method proposed by the vendor:

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3.	Location:	DelRey (A 3633 S. De Sanger, C	elRey		
	Total Gallon	s (one load)	: 100		
	Flat service	charge per l	oad (*includes	gallons)	\$
	Rate per gal	lon <u></u> \$	X**	applicable gallons=	\$
	Testing fee(s	s)			\$
	Other charge	es or fees (d	lescribe)		\$
				TOTAL COST PER LOAD	\$
4.	Location:		(Area 5) ntain View Ave , CA 93609		
	Total Gallon				
			oad (*includes	gallons)	\$
	Rate per gal	lon \$	X**	applicable gallons=	\$
	Testing fee(s				\$
	Other charges or fees (describe)				\$
				TOTAL COST PER LOAD	\$
Sta	ate here for fre	e pick up, p	ayment to the Count	y, or any other costing method p	proposed by the vendor:

#### 5. Location: Tranquility (Area 2) 25411 W. Silveria Ave Tranquility, CA 93668 Total Gallons (one load): 100 Flat service charge per load (\*includes \_\_\_\_\_ gallons) \$ \$\_\_\_\_\_ \_\_\_\_\_ x\*\* \_\_\_\_\_ applicable gallons= Rate per gallon \$ \$ Testing fee(s) \$\_\_\_\_\_ Other charges or fees (describe) TOTAL COST PER LOAD \$

State here for free pick up, payment to the County, or any other costing method proposed by the vendor:

\* The number of gallons for which disposal is covered in the Flat Service Charge.

\*\* This quantity is the difference between the total gallons and the number of gallons covered by the flat service charge.

## **QUOTATION SCHEDULE – GROUP I**

### SECTION "A" - COUNTY OF FRESNO

LOCA	ΓΙΟΝ	A Estimated Loads per Year	B *Total Cost Per Load	C **Annual Total
1.	Fleet Services (Main Facility)	12	\$	\$
2.	Sheriff's Dept Courthouse Motor Pool	12	\$	\$
3.	DelRey (Area 9)	1	\$	\$
4.	Caruthers (Area 5)	2	\$	\$
5.	Sanger (Area 8)	2	\$	\$
			TOTAL:	\$

# \* Taken from Quotation Schedules – Cost per Load.\*\*Column A x Column B = Column C.

### SECTION "B"

Used Oil Removal and Used Oil Filter Disposal Services for twenty-nine (29) certified used oil collection centers and two agricultural used oil collection facilities listed below. Additional centers may be added periodically. Potential locations include new sites in the communities of Auberry/Prather, Five Points, Friant/Millerton Lake, Piedra/Pine Flat Lake, and Tranquillity, and additional centers in the cities and communities where centers currently exist.

Oil from the tanks at these locations must be removed at least once every ninety (90) days or when the tanks are full. If notified that a tank is full and needs to be emptied, removal of the oil must occur within five (5) days. Required testing shall be performed with each pickup.

Used oil filter disposal service shall include all labor, material, equipment, transportation, etc. necessary to collect, remove, and dispose of used oil filters from these locations. The hauler shall provide a 55-gallon drum to each location. If notified that the 55-gallon drum is full and needs to be exchanged for an empty drum, removal of the filters must occur within five (5) days.

Per Cal Recycle, the conversion factor for used oil filter collection for the Used Oil Payment Program is one 55-gallon drum of uncrushed filters equals 250 filters and one 55-gallon drum of crushed filters equals 750 filters.

Resources Division staff will serve as the point of contact for removal of used oil and used oil filters from the listed centers and will coordinate with the used oil and oil filter hauler and the centers regarding the removal schedule. All invoices pertaining to the listed centers along with a certificate of recycling or manifest for disposal must be sent to the Resources Division for our records. Mail to: **County of Fresno, Department of Public Works and Planning – Resources Division, 2220 Tulare Street, Sixth Floor, Fresno, California 93721**. Resources Contact Person: Mike Griffey, (559) 600-4259.

LOCATION	TANK SIZE	COST PER LOAD
Alex Auto Diagnostics 650 Oiler Street Mendota, CA 93640	480	\$
*AutoZone 959 Sierra Street Kingsburg, CA 93631	200	\$
Bear Mountain Auto Parts and Service 31086 E. Kings Canyon Road Squaw Valley, CA 93675	480	\$
Big G's Automotive Center 1443 11 <sup>th</sup> Street Firebaugh, CA 93622	480	\$
Bogies Auto Parts 20746 Pio Pico Laton, CA 93242	480	\$
Canyon Fork Ace Hardware 29181 Auberry Road Prather, CA 93651	240	\$
Clovis Drop Shop – Complete Auto Care 972 E. Barstow, Unit E Clovis, CA 93612	480	\$
Coalinga Auto & Truck Diesel Repair Center 304 E. Polk Street Coalinga, CA 93210	240	\$
Fat Boy's Garage 41579 Dinkey Creek Road Shaver Lake, CA 93664	480	\$
Foothill Auto, Truck & Ag Parts, Inc. / NAPA 190 Park Boulevard Orange Cove, CA 93646	480	\$
Foothill Auto Parts 29533 Auberry Road, Suite 99 Prather, CA 93651	240	\$
J&B Auto Sales 792 N. Street Firebaugh, CA 93622	Drum Storage	\$
Leo's Tire Service 22055 W. Manning Avenue San Joaquin CA 93660	240	\$
Lion Automotive 2944 Phillip Avenue Clovis, CA 93612	Drum Storage	\$
Matt's Quick Lube 700 E. Elm Street Coalinga, CA 93612	480	\$
Mendota Smog and Repair 1415 9 <sup>th</sup> Street Mendota, CA 93640	480	\$

LOCATION	TANK SIZE	COST PER LOAD
Morales Auto Repair 1417 4 <sup>th</sup> Street Mendota, CA 93640	480	\$
O' Reilly Auto Parts 1375 N. Willow Avenue Clovis, CA 93612	200	\$
*O' Reilly Auto Parts 608 Shaw Avenue Clovis, CA 93612	200	\$
*O' Reilly Auto Parts 2654 Whitson Street Selma, CA 93662	200	\$
*O' Reilly Auto Parts 643 Bethel Avenue Sanger, CA 93657	200	\$
*O' Reilly Auto Parts 739 Herndon Avenue Clovis, CA 93612	200	\$
*O' Reilly Auto Parts 1177 E Manning Avenue Reedley, CA 93654	200	\$
*O' Reilly Auto Parts 1887 Marion Street Kingsburg, CA 93631	200	\$
Orange Cove Automotive 1045 W. Railroad Orange Cove, CA 93646	240 / 240	\$
Ralph's Triangle Service 36374 Lassen Avenue Huron, CA 93234	480	\$
Ramon's Tire and Auto Service, Inc. 261 Oller Street Mendota, CA 93640	275 / 275	\$
Red Line Smog 1 620 E. Elm Avenue Coalinga, CA 93210	240	\$
Rolinda Auto Parts, Repair, Smog & Towing 9191 W. Whitesbridge Road Fresno, CA 93706	240	\$
Sierra Marina, Inc. 45795 Tollhouse Road Shaver Lake, CA 93664	240	\$
R & R Auto Repair 115 W. Merced Fowler, CA 93625	480	\$
Singh & Son Auto Center 12944 S. Elm Street Caruthers, CA 93609	480	\$

LOCATION	TANK SIZE	COST PER LOAD
Smith Auto Parts 187 S. Madera Kerman, CA 93630	240	\$
Smith Auto Parts 1184 "I" Street Reedley, CA 93654	240	\$
T & J Arco Station 13495 E. Manning Avenue Parlier, CA 93648	480	\$
Wayne's Auto Parts 3296 W. Mt. Whitney Riverdale, CA 93656	240	\$

\*Used Oil Filter collection only at this time, however may be added as a Used Oil Collector during the course of the contract.

### **SECTION "C"**

Kerman, CA 93630

Used Oil Removal and Used Oil Filter Disposal Services for American Avenue Landfill, 18950 E. American Avenue.

Oil from the 480 gallon tank at this location must be removed at least once every ninety (90) days or when the tank is full. If notified that the tank is full and needs to be emptied, removal of the oil must occur within five (5) days. Required testing shall be performed with each pickup.

Used oil filter disposal service shall include all labor, material, equipment, transportation, etc. necessary to collect, remove, and dispose of used oil filter from American Avenue Landfill. The hauler shall provide a 55-gallon drum to this location. If notified that the 55-gallon drum is full and needs to be exchanged for an empty drum, removal of the filters must occur within five (5) days.

Resources Division staff will serve as the point of contact for the removal of used oil and used oil filters from American Avenue Landfill and will coordinate with the hauler regarding the removal schedule. All invoices pertaining to American Avenue Landfill along with a certificate of recycling or manifest for disposal must be sent to the Resources Division for our records. Mail to County of Fresno, Department of Public Works and Planning – Resources Division, 2220 Tulare Street, 6<sup>th</sup> Floor, Fresno, California 93721. American Avenue Landfill Contact Person: Dave Thompson, (559) 600-4309.

LOCATION	TANK SIZE	COST PER LOAD
American Avenue Disposal Site 18950 E. American Avenue	750 Gallon	\$

## **QUOTATION SCHEDULE – GROUP II**

### USED OIL FILTER DISPOSAL SERVICE

The County of Fresno, is soliciting bids to provide all labor, material, equipment, transportation, etc. for the collection and removal and disposal of used oil filters generated by the Participating Agencies.

Used oil filters are to be picked up and removed from the Participating Agencies upon request. Fleet Services desires to establish a thirty (30) day, once monthly, pickup at Fleet Services Facility. The Participating Agencies reserves the right to increase or decrease the frequency of service during the contract period in accordance with operational requirements. The contracted rate(s) will apply at all times during the contract period.

Bidder should provide all labor, material, equipment, transportation, etc. to collect, remove and dispose of used oil filters as specified within this Request for Quotation.

Drum estimation is based upon 55 gallon drums and two hundred fifty (250) uncrushed filters per drum or seven hundred and fifty (750) crushed filters per drum.

If your containers are different in size, please state their sizes and the number of filters they will hold (uncrushed) give or take 10%.

	Will Hold:	
Size		Uncrushed
	Will Hold:	
Size		Uncrushed
	Will Hold:	
Size		Uncrushed
	Will Hold:	
Size	_	Uncrushed

County of Fresno estimated drum figures are based upon uncrushed filters.

Vendor will supply containers as part of the service at no cost.

#### Based on Total Annual Service

County of Fresno Locations (UNCRUSHED). 200 per drum.

Loo	cation	A * Drums / Year	B ** Vendor Drum	C *** Per Trip	D Drum Cost	Total Cost
1.	ISD Fleet Services (Main Facility) 4551 E, Hamilton Avenue Fresno, CA 93702	30			\$	\$
2.	Sheriff's Dept Fleet Services (Courthouse) Fresno & M Street Fresno, CA 93721	2			\$	\$
3.	DelRey (Area 9) 3633 S. DelRey Sanger, CA 93657	1			\$	\$
4.	Caruthers (Area 5) 2544 W Mountain View Avenue Caruthers, CA 93609	2			\$	\$
5.	Sanger (Area 8) 9525 E. Olive Sanger, CA 93657	6			\$	\$
6.	Tranquility (Area 2) 25411 W. Silveria Avenue Tranquility, CA 93668	2			\$	\$
Со	unty of Fresno Total Drums	51 (10,200 Fi	lters)			\$
*	55 Gallon Drums					
**	Convert from 55 Gallon Drum to	/endor containe	er size If other t	han 55 gallo	on.	
	State Vendor Container Size:					

If container size is 55 gallon, restate Column A.

\*\*\* Additional cost for pick-up.

## **QUOTATION SCHEDULE - GROUP III (OTHER)**

Waste Description		Disposal Cost Per Unit	Unit of Measure
Α.	Antifreeze	\$	Gallon
	Waste Oil containing Halogens Greater than 1,000 PPM	\$	Gallon
	Oil Water	\$	Gallon
	Sump Water Containing Gasoline or Oil	\$	Gallon
	Water Soluble Oils	\$	Gallon
	Oils heavily contaminated with Water and Solids Minimum Charge:	\$	55 Gallon

Explain any minimum charges for the items listed above.

B. Include Disposal Pricing for Miscellaneous Waste not listed on the Quotation Schedule. Include a separate sheet if necessary. Label as "Other Waste-Miscellaneous"

C. Fresno County Fleet Services desires a twice monthly service for the following at its Main Facility:

Complete service and cleaning of three (3) large parts washers – dishwasher style.		\$ Per month
Complete service and cleaning of five (5) small parts washers – pan and drum style.		\$ Per month
Service the drains at the steam rack.		\$ Per month
	Total	\$ Per month

D. Fresno County Fleet Services desires a twice monthly service for the following at its Main Facility:

Once during the months of:	October, December, February, April	\$ Per pick-up
and July		

## WASTE OIL/OIL FILTER COLLECTION QUOTATION SCHEDULE INFORMATION QUESTIONNAIRE

1. As market conditions allow will your company offer a payment incentive per gallon to the County for waste oil/oil filters collected from the locations listed in the Quotation Schedule, Sections A-C during positive market conditions as determined by typical oil financial market indices and as agreed upon by the County and vendor?

\_\_\_\_Yes No

2. During poor market conditions as determined by OPEC (Organization of the Petroleum Exporting Countries) oil financial market indices and as agreed upon between the County and vendor, how will your company charge the County for oil collected?

No Charge for Oil Collected

Flat Rate Charge per service call/pickup (please indicate in Sections A-D)

Other (please indicate):

3. Will your company charge the County for oil filters collected?

\_\_\_\_\_ Yes \_\_\_\_\_ No

- 4. If yes, how will your company charge the County for filters collected?
  - Flat Rate Charge per service call/pickup (please indicate in Sections A-D)
  - Other (please indicate):
- 5. Some County departments/programs will now require the waste oil/oil filter collection company to provide a temporary means for storing waste oil and waste oil filters until collected by the company through routine service. Please state below the type of temporary storage your company will provide for the temporary storage of waste oil and waste filters until collected:

\_\_\_\_\_

#### WASTE OIL

Storage Tank

Drum

- Other (please indicate):
- Size of storage vessel (gallons)

#### OIL FILTERS

- Storage Tank
- \_\_\_\_\_ Drum
- Other (please indicate):
- Size of storage vessel (gallons)

## CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

### Check off each of the following:

- 1. All signatures must be in **blue ink**.
- 2. The Request for Quotation (RFQ) has been signed and completed.
- 3. \_\_\_\_\_ One (1) original and two (2) copies of the RFQ have been provided.
- 4. Addenda, if any, have been completed, signed and included in the bid package.
- 5. \_\_\_\_\_ The completed *Reference List* as provided with this RFQ.
- 6. \_\_\_\_\_ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed in ink.
- 7. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
- 8. The *Participation* page as provided within this RFQ has been signed and included
- 9. \_\_\_\_\_ The Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference section (if applicable) has been completed signed and included.
- 10. *Bidder to Complete* page as provided with this RFQ.
- 11. Verification of Department of Industrial Relations Contractor Registration.
- 12. Verification of Contractor's License and the Department of Consumer Affairs Contractors' State License Board.
- 13. Specification, descriptions etc. for items offered under bidder(s) quotation.
- 14. A description of the design and techniques that the bidder will use to complete the project.
- 15. Lastly, on the LOWER LEFT HAND CORNER of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFQ No.		926-5472
Closing Date:	July 19, 20	16
Closing Time:	2:00 P.M.	
Commodity or Service:		aste Oil, Used Filters, Antifreeze and Solvent isposal Services

### Return Checklist with your RFQ response.