

17-0137

AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of March 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Asbury Environmental Services, a California Corporation whose address is 1300 South Santa Fe Avenue, Compton, CA 90221, whom shall hereinafter be referred to as "CONTRACTOR." References in this Agreement to "party" or "parties" shall be understood to refer to COUNTY and CONTRACTOR, unless otherwise specified.

WITNESSETH:

WHEREAS COUNTY, through participation in Department of Resources Recycling and Recovery (hereinafter "CalRecycle") payment programs has implemented a local used oil collection program for the purpose of promoting used oil and used oil filter collection and receives payments from CalRecycle for all approved costs incurred pursuant to Section 48690 et seq. of the Public Resources Code, and

WHEREAS COUNTY, through its implementation of a local used oil collection program, recruits and supports certified used oil collection centers within its jurisdiction and provides used oil and filter collection services to said collection centers free of charge as a participatory incentive, and

WHEREAS COUNTY, through the course of regular business, operates motor vehicle and heavy equipment fleets requiring routine maintenance which causes accumulation of used oil, used oil filters, and related hazardous wastes, and

WHEREAS, pursuant to Section 66262.34 of the California Code of Regulations, accumulated hazardous wastes must be removed from premises within 90 days, and

WHEREAS the aforementioned activities necessitate that COUNTY secure the services of qualified used oil recycling/hazardous waste disposal contractors.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

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1 1. **SERVICES**

2 A. CONTRACTOR shall perform all services and fulfill all responsibilities as
3 identified in the Request for Quotation (RFQ) No. 926-5472, dated June 17, 2016, and the
4 subsequent Addendum No. 1 to RFQ 926-5472, dated July 7, 2016, true and correct copies of
5 which are attached in combination as Exhibit A hereto, and incorporated by this reference as
6 though fully set forth herein, and in CONTRACTOR'S separate response to said RFQ No. 926-
7 5472, which is attached hereto as Exhibit B, and is incorporated by this reference as though fully
8 set forth herein.

9 B. It is understood that CONTRACTOR shall be providing waste oil, used
10 filter, antifreeze, and solvent disposal services at one (1) or more of the types of facilities as
11 described in RFQ No. 926-5472. The types of facilities include: 1) Fresno County Internal
12 Services Department Fleet Services Division, 2) Sheriff's Office Fleet Services Division, 3) Road
13 Maintenance and Operations Yards at various locations throughout the County, 4) Certified Used
14 Oil Collection Centers located throughout the unincorporated communities of Fresno County as
15 well as the various incorporated cities of Clovis, Coalinga, Firebaugh, Fowler, Huron, Kerman,
16 Kingsburg, Mendota, Orange Cove, Parlier, Reedley, San Joaquin, sSanger, and Selma, and 5)
17 other locations and facilities as identified by COUNTY and, where applicable, approved by
18 CalRecycle or other applicable State agency, and/or the COUNTY's Department of Public Health,
19 Environmental Health Division, which serves as the Local Enforcement Agency (LEA).

20 C. CONTRACTOR, as indicated in Exhibit B, shall extend contract terms and
21 conditions to all qualified agencies within the Central Valley Purchasing Group, a Purchasing Co-
22 Operative, which is composed of jurisdictional agencies within the Counties of Fresno, Kern,
23 Kings, and Tulare. Members of said Group, whenever possible, utilize contracts and agreements
24 created by other member agencies as if they were created by their own agency (referred to as
25 "piggybacking") for the benefit of cost efficiency for all member tax supported agencies.

26 1) It is understood that that any member agency choosing to avail itself
27 of this opportunity, will make purchases, or utilize services, in its own name, make payment
28 directly to CONTRACTOR, be liable to CONTRACTOR and vice versa, per the terms of the

1 original contract or agreement, all the while holding COUNTY harmless.

2 D. CONTRACTOR warrants that it possesses all licenses and certificates
3 required by local, State of California, and/or Federal laws and regulations for the conduct of its
4 business and shall operate its business in accordance with all applicable laws and regulations.
5 CONTRACTOR further warrants that all of its personnel performing services under this Agreement
6 shall be licensed and certified where required, to lawfully perform their duties and shall maintain
7 such licensure and certifications throughout the term of this Agreement. CONTRACTOR shall
8 allow COUNTY to review these documents upon request.

9 E. In its performance of the services to be provided hereunder,
10 CONTRACTOR shall comply with all applicable federal, state, and local laws, ordinances,
11 regulations, and Fresno County Charter provisions in effect at the time of CONSULTANT's
12 performance.

13 F. The cost rates identified in the Quotation Schedule provided as part of
14 CONTRACTOR'S Response to RFQ 926-5472, Exhibit B hereto, shall remain in effect for the
15 entire duration of the Agreement and may only be amended once annually for inflation, as
16 determined by the "Consumer Price Index, All Urban Consumers for San Francisco-Oakland-
17 San Jose, CA, Standard Metropolitan Statistical Area" as published by the United States
18 Department of Labor, Bureau of Labor Statistics (hereinafter "CPI") or any successor index.
19 Such increase shall become effective at the beginning of each 12 month period of this
20 Agreement. Any increase to the original rates set forth in this Agreement shall be subject to
21 written approval of the Director of Public Works and Planning (hereinafter "DIRECTOR") or
22 his/her designee. CONTRACTOR shall initiate the rate adjustment process by submitting a
23 proposed adjusted fee schedule to the Department of Public Works and Planning (hereinafter
24 "Department") for review and approval 30 days prior to the expiration of each 12 month period
25 of this Agreement. Cost rate increase shall be applied at 75 percent of the CPI increase. The
26 adjusted rate factor shall be computed as follows:

27
28
$$\text{Adjusted Rate Factor} = 1 + [.75 \times \text{CPI Rate Increase}]$$

1 Where the CPI Rate Increase, typically expressed as a percentage, is expressed in decimal
2 form, the adjusted rate then shall be computed as follows:

3
4
$$\text{Adjusted Rate} = \text{Current Rate} \times \text{Adjusted Rate Factor}$$

5

6 The DIRECTOR or his/her designee expressly reserves the right to approve or disapprove all
7 proposed rate increases.

8 **2. TERM**

9 The term of this Agreement shall be for a period of three (3) years,
10 commencing on March 28, 2017 through and including March 27, 2020. This Agreement may be
11 extended for two (2) additional consecutive twelve (12) month periods upon written approval of
12 both COUNTY and CONTRACTOR, no later than thirty (30) days prior to the first day of the next
13 twelve (12) month extension period. The Director of the Department of Public Works and
14 Planning or his or her designee ("DIRECTOR") is authorized to execute such written approval on
15 behalf of COUNTY, based on CONTRACTOR'S satisfactory performance hereunder. Any one
16 year renewal period of this Agreement for any CONTRACTOR providing services hereunder
17 shall commence on March 28, 2020 and March 29, 2021, as appropriate; and if extended for
18 both optional one-year terms, then the final termination date of this Agreement would be March
19 29, 2022.

20 **3. TERMINATION**

21 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
22 be provided hereunder, are contingent on the approval of funds by the appropriating government
23 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
24 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
25 notice.

26 B. Breach of Contract - The COUNTY may immediately suspend or terminate
27 this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 28 1) An illegal or improper use of funds;

- 1 2) A failure to comply with any term of this Agreement;
- 2 3) A substantially incorrect or incomplete report submitted to the
- 3 COUNTY;
- 4 4) Improperly performed service.

5 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY

6 of any breach of this Agreement or any default which may then exist on the part of the

7 CONTRACTOR. Neither shall such payment impair nor prejudice any remedy available to the

8 COUNTY with respect to the breach or default.

9 C. Without Cause - Under circumstances other than those set forth above,

10 this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written

11 notice of an intention to terminate to CONTRACTOR.

12 4. **COMPENSATION**

13 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to

14 receive compensation at the rates quoted on CONTRACTOR'S response to RFQ 926-5472,

15 Exhibit B hereto, whenever services are requested by authorized Departmental staff.

16 In no event shall compensation for services performed under this Agreement

17 by CONTRACTOR collectively exceed the maximum cumulative annual amount of \$50,350.00 in

18 any year during the term, including any renewal period(s), of this Agreement. The total maximum

19 cumulative amount payable to CONTRACTOR for the services to be provided hereunder,

20 including the initial three (3) year term and the two (2) potential one year renewal periods, shall not

21 exceed \$251,750.00. It is understood that all expenses incidental to CONTRACTOR'S

22 performance of services under this Agreement shall be borne by CONTRACTOR.

23 5. **INVOICING AND PAYMENT**

24 A. Invoicing

25 CONTRACTOR shall submit, within ten days from date of service, invoices

26 to COUNTY's Department division staff representative, as identified in Exhibit C. Invoices shall

27 be summarized in a statement format. All invoices submitted shall include the following

28 required information: name of facility, facility address, service date(s) or date range, programs

1 serviced by CONTRACTOR(S) (either tire cleanup, tire amnesty, or disposal site). In no event
2 shall CONTRACTOR(S) submit claims to COUNTY for services that have not been authorized
3 in advance.

4 B. Payment

5 COUNTY shall make payment(s) to CONTRACTOR(S) within forty-five (45)
6 days after receipt and verification of the accuracy and sufficiency of CONTRACTOR's invoice(s)
7 by the Department. In the event that a submitted invoice contains any errors or is otherwise
8 determined to be insufficient, the Department will request that corrections be made and a revised
9 invoice shall be resubmitted by CONTRACTOR. Each CONTRACTOR understands that the 45
10 day time frame shall commence only upon receipt and verification by the Department that a
11 sufficient invoice has been submitted.

12 6. INDEPENDENT CONTRACTOR

13 In performance of the work, duties and obligations assumed by
14 CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR,
15 including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be
16 acting and performing as an independent contractor, and shall act in an independent capacity and
17 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
18 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method
19 by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the
20 right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations
21 in accordance with the terms and conditions thereof.

22 CONTRACTOR and COUNTY shall comply with all applicable provisions of
23 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
24 matters the subject thereof.

25 Because of its status as an independent contractor, CONTRACTOR shall have
26 absolutely no right to employment rights and benefits available to COUNTY employees.
27 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
28 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely

1 responsible and save COUNTY harmless from all matters relating to payment of
2 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
3 regulations governing such matters. It is acknowledged that during the term of this Agreement,
4 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
5 Agreement.

6 7. **MODIFICATION**

7 Any matters of this Agreement may be modified from time to time by the written
8 consent of all the parties without, in any way, affecting the remainder.

9 8. **NON-ASSIGNMENT**

10 CONTRACTOR shall not assign, transfer or sub-contract this Agreement or
11 any of its respective rights or duties hereunder, without the prior written consent of the COUNTY.

12 9. **HOLD HARMLESS**

13 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S
14 request, defend the COUNTY, its officers, agents, and employees from any and all costs and
15 expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection
16 with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees
17 under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and
18 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged
19 by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees
20 under this Agreement.

21 10. **INSURANCE**

22 Without limiting the COUNTY's right to obtain indemnification from
23 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
24 force and effect, the following insurance policies throughout the term of the Agreement:

25 A. Commercial General Liability

26 Commercial General Liability Insurance with limits of not less than One
27 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
28 (\$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. Automobile Liability

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. Professional Liability

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. Worker's Compensation

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 signs and executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated

1 above for all of the foregoing policies, as required herein, to the County of Fresno, ATTN: Deputy
2 Director of Resources and Administration, 2220 Tulare Street, 6th Floor, Fresno, CA 93721, stating
3 that such insurance coverages have been obtained and are in full force; that the County of
4 Fresno, its officers, agents and employees will not be responsible for any premiums on the
5 policies; that such Commercial General Liability insurance names the County of Fresno, its
6 officers, agents and employees, individually and collectively, as additional insured, but only insofar
7 as the operations under this Agreement are concerned; that such coverage for additional insured
8 shall apply as primary insurance and any other insurance, or self-insurance, maintained by
9 COUNTY, its officers, agents and employees, shall be excess only and not contributing with
10 insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be
11 cancelled or changed without a minimum of thirty (30) days advance, written notice given to
12 COUNTY.

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

16 All policies shall be issued by admitted insurers licensed to do business in the
17 State of California, and such insurance shall be purchased from companies possessing a current
18 A.M. Best, Inc. rating of A FSC VII or better.

19 **11. AUDITS AND INSPECTIONS**

20 The CONTRACTOR shall at any time during business hours, and as often as
21 the COUNTY may deem necessary, make available to the COUNTY for examination all of its
22 records and data with respect to the matters covered by this Agreement. The CONTRACTOR
23 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records
24 and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

25 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR
26 shall be subject to the examination and audit of the Auditor General for a period of three (3) years
27 after final payment under contract (Government Code Section 8546.7).

28 ///

1 **12. NOTICES**

2 The persons and their addresses having authority to give and receive notices
3 under this Agreement include the following:

4
5 **COUNTY**

6 COUNTY OF FRESNO

7 ATTN: Deputy Director, Resources and Administration

8 Public Works and Planning

9 2220 Tulare Street, 6th Floor

10 Fresno, CA 93721

5 **CONTRACTOR**

ASBURY ENVIRONMENTAL SERVICES

ATTN: Manager, Government Accounts

1300 South Santa Fe Avenue

Compton, CA 90221

11 All notices between the COUNTY and CONTRACTOR provided for or
12 permitted under this Agreement must be in writing and delivered either by personal service, by
13 first-class United States mail, by an overnight commercial courier service, or by telephonic
14 facsimile transmission. A notice delivered by personal service is effective upon service to the
15 recipient. A notice delivered by first-class United States mail is effective three COUNTY business
16 days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice
17 delivered by an overnight commercial courier service is effective one COUNTY business day after
18 deposit with the overnight commercial courier service, delivery fees prepaid, with delivery
19 instructions given for next day delivery, addressed to the recipient. A notice delivered by
20 telephonic facsimile is effective when transmission to the recipient is completed (but, if such
21 transmission is completed outside of COUNTY business hours, then such delivery shall be
22 deemed to be effective at the next beginning of a COUNTY business day), provided that the
23 sender maintains a machine record of the completed transmission. For all claims arising out of or
24 related to this Agreement, nothing in this section establishes, waives, or modifies any claims
25 presentation requirements or procedures provided by law, including but not limited to the
26 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section
27 810).

28 ///

1 **13. GOVERNING LAW:**

2 Venue for any action arising out of or related to this Agreement shall only be in
3 Fresno County, California. The rights and obligations of the parties and all interpretation and
4 performance of this Agreement shall be governed in all respects by the laws of the State of
5 California.

6 **14. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

7 This provision is only applicable if the CONTRACTOR is operating as a
8 corporation (a for-profit or non-profit corporation) or if during the term of this Agreement, the
9 CONTRACTOR changes its status to operate as a corporation.

10 Members of the CONTRACTOR's Board of Directors shall disclose any self-
11 dealing transactions that they are a party to while CONTRACTOR is providing goods or
12 performing services under this agreement. A self-dealing transaction shall mean a transaction
13 to which the CONTRACTOR is a party and in which one or more of its directors has a material
14 financial interest. Members of the Board of Directors shall disclose any self-dealing
15 transactions that they are a party to by completing and signing a Self-Dealing Transaction
16 Disclosure Form, attached hereto as Exhibit D and incorporated herein by reference, and
17 submitting it to the COUNTY prior to commencing with the self-dealing transaction or
18 immediately thereafter.

19 **15. ENTIRE AGREEMENT:**

20 This Agreement constitutes the entire agreement between the CONTRACTOR
21 and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement
22 negotiations, proposals, commitments, writings, advertisements, publications, and understandings
23 of any nature whatsoever unless expressly included in this Agreement.

24 ///

25 ///

26 ///

27 ///

28 ///

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3
4 **CONTRACTOR:**

5 **ASBURY ENVIRONMENTAL SERVICES**

6
7 By 

8
9
10 JAMES BONIS
11 Print Name

12
13 COO
14 Title

COUNTY OF FRESNO:

By 

Chairman, Board of Supervisors

BERNICE E. SEIDEL, Clerk

Board of Supervisors

By 

15
16
17
18 **Mailing Address:**


19 1300 South Santa Fe Avenue

20 Compton, CA 90221

21 Phone: (310) 886-3400

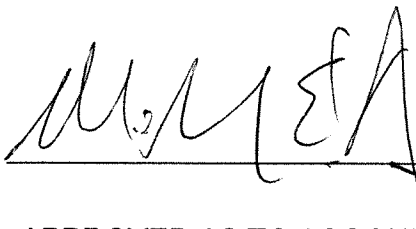
22 Fax: (310) 537-6596
23
24
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27
28

1 REVIEWED AND RECOMMENDED FOR
2 APPROVAL:

3
4 
5 _____
6 Director, Public Works and Planning

7 APPROVED AS TO LEGAL FORM:
8 DANIEL C. CEDERBORG, COUNTY COUNSEL

9
10
11 By

12 
13 _____

14 APPROVED AS TO ACCOUNTING FORM:
15 OSCAR J. GARCIA, CPA
16 AUDITOR-CONTROLLER/ TREASURER-TAX
17 COLLECTOR

18
19 By

20 
21 _____

22
23 **FOR ACCOUNTING USE ONLY:**

24	ORG:	55122205	9026	4510	8910	3111
25	FUND:	0001	0700	0010	1000	0001
26	SUBCLASS:	10000	15000	11000	10000	10000
27	ACCOUNT:	7295	7295	7295	7295	7295

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 countypurchasing@co.fresno.ca.us or phone (559) 600-7111.

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

Please submit all Quotations to:

County of Fresno – Purchasing
4525 E. Hamilton Avenue, 2nd 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 ADDRESS

SIGNATURE (IN BLUE INK)

PRINT NAME

TITLE

Purchasing Use: DLS:ssj

ORG/Requisition: 55122205 / 5511600029

Quotation No. 926-5472

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.

Quotation No. 926-5472

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.

Quotation No. 926-5472

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 of 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 and in Word format to qcornuelle@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;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - 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 hard-disk 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.

Quotation No. 926-5472

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 non-profit 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.

Management Responsibility: 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.

Policy Statement: 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":

Quotation No. 926-5472

- 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.

Management Responsibility: 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.

Management Responsibility: 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:****June 17, 2016****Vendor Conference:****June 29, 2016 at 10:00 A.M.**

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

County of Fresno Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

Deadline for Written Requests for Interpretations or Corrections of RFQ:

July 5, 2016 at 10:00 A.M.

E-Mail: CountyPurchasing@co.fresno.ca.us

RFQ Closing Date:**July 19, 2016 at 2:00 P.M.**

County of Fresno Purchasing
4525 E. Hamilton Avenue, 2nd 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: CountyPurchasing@co.fresno.ca.us.

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, 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 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), 2nd 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.

Quotation No. 926-5472**Page 6**

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: It is County's intent to contract with the successful bidder for a term of three (3) 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. Commercial General Liability: 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. Automobile Liability: 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. Professional Liability: 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. Worker's Compensation: 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, 6th 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, individually and collectively, as additional insured, 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.

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BIDDER TO COMPLETE:

Name of Insurance Carrier: _____

Public Liability: _____

Expires: _____

Automotive Insurance: _____

Expires: _____

Worker's Compensation: _____

Expires: _____

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.

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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.

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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

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VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

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

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

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 separated.

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: _____

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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		_____		

9. Please provide the following information regarding how your company handles the collection and management of contaminated used oil.

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 collected 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 separated.

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

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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 pick-ups 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 mgriffey@co.fresno.ca.us or Public Works and Planning - Resources Division, 2220 Tulare Street, 6th 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 (one load): 750

Flat service charge per load (*includes _____ gallons) \$ _____

Rate per gallon \$ _____ x** _____ applicable gallons = \$ _____

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:

- 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) \$ _____

Rate per gallon \$ _____ x** _____ applicable gallons= \$ _____

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 (Area 9)
3633 S. DelRey
Sanger, CA 93657

Total Gallons (one load): 100

Flat service charge per load (*includes _____ gallons) \$ _____

Rate per gallon \$ _____ x** _____ applicable gallons= \$ _____

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:

4. Location: Caruthers (Area 5)
2544 Mountain View Ave
Caruthers, CA 93609

Total Gallons (one load): 100

Flat service charge per load (*includes _____ gallons) \$ _____

Rate per gallon \$ _____ x** _____ applicable gallons= \$ _____

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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5. Location: Tranquility (Area 2)
25411 W. Silveria Ave
Tranquility, CA 93668

Total Gallons (one load): 100

Flat service charge per load (*includes _____ gallons) \$ _____

Rate per gallon \$ _____ x** _____ applicable gallons= \$ _____

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.

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QUOTATION SCHEDULE – GROUP I**SECTION “A” – COUNTY OF FRESNO**

LOCATION	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.

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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 th 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 th Street Mendota, CA 93640	480	\$

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LOCATION	TANK SIZE	COST PER LOAD
Morales Auto Repair 1417 4 th 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	\$

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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"

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, 6th 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 Kerman, CA 93630	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

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

Location	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	_____	_____	\$ _____	\$ _____
County of Fresno Total Drums	51 (10,200 Filters)				\$ _____

* 55 Gallon Drums

** Convert from 55 Gallon Drum to Vendor container size If other than 55 gallon.

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
A. 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	\$ _____	55 Gallon

Minimum Charge:

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 and July \$ _____ Per pick-up

**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, 2016
Closing Time:	2:00 P.M.
Commodity or Service:	Waste Oil, Used Filters, Antifreeze and Solvent Disposal Services

Return Checklist with your RFQ response.

COUNTY OF FRESNO

ADDENDUM NUMBER: ONE (1)

RFQ NUMBER: 926-5472

WASTE OIL, USED FILTERS, ANTIFREEZE AND SOLVENT DISPOSAL SERVICES

Issue Date: July 7, 2016

IMPORTANT: SUBMIT QUOTATION IN SEALED PACKAGE WITH QUOTATION NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, PURCHASING
4525 EAST HAMILTON AVENUE, 2nd Floor
FRESNO, CA 93702-4599

CLOSING DATE OF QUOTATION WILL BE AT 2:00 P.M., ON JULY 19, 2016.

QUOTATION WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.

All quotation information will be available for review after contract award.

Clarification of specifications is to be directed to: **Debbie Scharnick**,
phone (559) 600-7110 or e-mail CountyPurchasing@co.fresno.ca.us.

NOTE THE ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 926-5472 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN IN BLUE INK AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

ACKNOWLEDGMENT OF ADDENDUM NUMBER One (1) TO RFQ 926-5472

COMPANY NAME: _____ (PRINT)

SIGNATURE (In Blue Ink): _____

NAME & TITLE: _____ (PRINT)

Purchasing Use: DLS:ssj

ORG/Requisition: 55122205 / 5511600029

Addendum No. One (1)
Request for Quotation Number: 926-5472
July 7, 2016

Notice is hereby given that Request for Quotation (RFQ) No. 926-5472 shall be amended to include the following:

- 1) The successful bidder shall furnish quarterly reports which document oil and filters collected within each quarter. The reports shall be reported as follows:
 - a) One (1) report that consists of a summary of oil and filters collected (Microsoft Excel format), as well as supporting manifests for the Fleet Services Division. This report shall be furnished to the following County representative:
Department of Internal Services, Fleet Services Division
ATTN: Dennis Kerns
4551 East Hamilton Avenue
Fresno, CA 93702
dkerns@co.fresno.ca.us
 - b) One (1) report that consists of a summary of oil and filters collected (Microsoft Excel format), as well as supporting manifests for the Sheriff's Office Fleet Services. This report shall be furnished to the following County representative:
Fresno Sheriff's Office, Fleet Services
ATTN: Sgt. James Dockweiler
2200 Fresno Street
Fresno, CA 93721
james.dockweiler@fresnosherriff.org
 - c) One (1) COMPREHENSIVE report that summarizes oil and filters collected (Microsoft Excel format), as well as supporting manifests for ALL County facilities (Fleet Services, Road Maintenance, American Avenue Disposal Site), as well as ALL Used Oil Certified Collection Centers (as outlined in Group I, Section B of RFQ 926-5472. This comprehensive report will be utilized for reporting purposes to the State of California, Department of Resources Recycling and Recovery. This report shall be furnished to the following County representative:
Department of Public Works and Planning, Resources Division
ATTN: Mike Griffey
2220 Tulare Street, 6th Floor
Fresno, CA 93721
mgriffey@co.fresno.ca.us
- 2) Paragraph 1 of Group I, Section B (Page 24) of the Quotation Schedule pertaining to the removal of oil and filters from Certified Collection Centers shall be amended to read as follows:
 - a) Used oil removal and used oil filter disposal services for thirty-six (36) used oil Certified Collection Centers (CCCs) listed in the following table. Additional centers may be added periodically to better serve do-it-yourself oil changers throughout the County. Potential new sites may include auto parts stores, repair facilities, municipal facilities, and others located in incorporated cities and/or surrounding communities including but not limited to Auberry, Biola, Caruthers, Clovis, Coalinga, Easton, Firebaugh, Fowler, Friant, Huron, Kerman, Kingsburg, Laton, Mendota, Orange Cove, Parlier, Prather, Reedley, Riverdale, Shaver Lake, San Joaquin, Sanger, Selma, Squaw Valley, and Tranquillity.

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 countypurchasing@co.fresno.ca.us or phone (559) 600-7111.

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

Please submit all Quotations to:

County of Fresno – Purchasing
4525 E. Hamilton Avenue, 2nd 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 0 % 0 days will apply.

Asbury Environmental Services

COMPANY

1300 S Santa Fe Ave

ADDRESS

Compton

CITY

CA

STATE

90221

ZIP CODE

310 886-3400

TELEPHONE NUMBER

310 537-6596

FACSIMILE NUMBER

jtorres@asburyenv.com

E-MAIL ADDRESS

SIGNATURE (IN BLUE INK)

Michael Avin

PRINT NAME

Manager Government Accounts

TITLE

Purchasing Use: DLS:ssj

ORG/Requisition: 55122205 / 5511600029

Quotation No. 926-5472

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BIDDER TO COMPLETE:

Name of Insurance Carrier:	AIG Specialty Insurance Company	
Public Liability:	N/A	Expires: _____
Automotive Insurance:	National Union Fire Insurance	Expires: 10/31/16
Worker's Compensation:	Insurance Company of PA	Expires: 10/31/16

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):

3-5 business days from receipt of order. 3 business days for local (within a 50 mile radius from Asbury Parlier location).

5 business days for outlying locations (51 miles and over from Asbury Parlier location)

By:

(Authorized Signature in Blue Ink)

State Purchase Order mailing address:

1300 S Santa Fe Ave.

Compton, CA 90220

Attn: Jessica Torres

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).

NO MINIMUM

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:

NONE

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.

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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: 95-3675830

Date of Issue: JULY 23, 1982

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.

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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)

Manager Government Accounts

Title

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VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

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

Reference Name: **S tatøf California Calfire** Contact: **Claire Banyard**
 Address: **P.O. Box 944246**
 City: **S acramento** State: **CA** Zip: **94244**
 Phone No.: () Date:
 Service Provided: **Containerized Waste Haz and Non Haz disposal, waste oil recycling services, vacuum services, antifreeze recycling.**

Reference Name: **County of San Diego** Contact: **Dave Edison**
 Address: **5560 Overland Ave. S te410**
 City: **S anDiego,** State: **CA** Zip: **92123**
 Phone No.: (**858**) **505-6542** Date:
 Service Provided: **Containerized Waste Haz and Non Haz disposal, waste oil recycling services, vacuum services, antifreeze recycling.**

Reference Name: **Amtrak** Contact: **Tamara Calderon**
 Address: **2472 E. 8th S treet**
 City: **Los Angeles** State: **CA** Zip: **900021**
 Phone No.: (**213**) **891-3528** Date:
 Service Provided: **Pick up used oil, used antifreeze, used oil filters, vacuum/drummed services.**

Reference Name: **Transit America S erviceInc.** Contact: **Alex Cruz**
 Address: **1 Coaster Way, MCB Camp Pendleton**
 City: **Camp Pendleton North** State: **CA** Zip: **92055**
 Phone No.: (**760**) **433-6716** Date:
 Service Provided: **Pick up oil, used antifreeze, used oil filters and drummed waste.**

Reference Name: **MC LLC** Contact: **Dru Fanticola**
 Address: **1422 Edinger Ave., S tel50**
 City: **Tustin** State: **CA** Zip: **92780**
 Phone No.: (**626**) **915-2637** Date:
 Service Provided: **Pick up used oil, used antifreeze and used oil filters.**

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

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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? **Transporter** Yes _____ No _____ **N/A**
2. How is the waste oil used? Asphalt **By Facility**
Fuel **By Facility**
Re-refined **By Facility**
Other _____
3. In your process, are any wastes generated: Yes _____ No _____ **N/A**

How Handled: _____

4. Does your company process wastes other than waste oil? Yes **x** No _____

If so, please list:

Asbury Environmental Services is a hazardous and non hazardous waste transporter, transporting used oil, antifreeze, oil filter, oily water and other drummed waste.

5. Please describe how waste oil and other waste material is handled, stored, and separated.

Please attached

6. Does your company have quality assurance/quality control procedures for waste in-transit at your facility? Yes **x** No _____

Please describe: **Please attached**

Pollution Legal Liability

7. Does your facility have Environmental Impairment Insurance? Yes _____ No _____

Insurance Company Name: **AIG Specialty Insurance Company**

Policy number: **PLS1531069**

Amount of Coverage: **\$ 5,000,000.00**

Deductible: _____

Expiration Date: **10/31/16**

Quotation No. 926-5472

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

RCRA or State Part B:	Yes	_____	No	_____	N/A
Hazardous Waste Transporter Registration:		<u>X</u>		_____	
SPCC Plan:		_____		_____	N/A
Emergency Response Plan:		<u>X</u>		_____	
Air Pollution Control Permit:		_____		_____	N/A
Other	<u>Please see attached licences and permits carried as a transporter.</u>				

9. Please provide the following information regarding how your company handles the collection and management of contaminated used oil.

- A. Is oil tested for contamination prior to each collection? Yes _____ No X
Please see attached
- 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?)

Please see attached

- C. Describe the process for documenting the collection of contaminated used oil.

Please see attached

- 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.

Tamie Anderson, (310) 886-3400, tanderson@asburyenv.com

- 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.

Please see attached

- F. List all equipment to be used by vendor to provide this service and state capacity of each.

Please see attached equipment list.

- G. State local phone number or toll-free phone number where service may be obtained:

(800) 974-4495

- H. Describe any other services which are available but are not specified within this Request for Quotation:

Asbury provides hazardous and non hazardous waste transportation and managements services.

State response time (i.e. number of days from request for service): **3-5 business days**

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- 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.

Please see attached

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

- A. Anti-freeze:

Anti-freeze is picked up from Participating Agency and transported to disposal facility. Disposal facility (DeMenno-Kerdoon recycles onto recycled glycol product).

- B. Waste Oil containing halogens greater than 1,000 PPM:

Waste oil is picked up from Participating Agency and transported to disposal facility. Disposal facility will dispose of waste.

- C. Oil Water:

Waste oil is picked up from Participating Agency and transported to disposal facility. Disposal facility (DeMenno-Kerdoon) separates oil from water. Oil is then recycled in other products (i.e. asphalt, flux, or marine diesel oil).

- D. Sump Water containing gasoline or oil:

If gasoline is present waste would be managed as a RCRA Flammable transported and disposed of at DeMenno-Kerdoon. Without lab analysis to identify oily sump water stream would be transported and disposed of as NON RCRA at DeMenno-Kerdoon.

- E. Water Soluble Oils:
-
-

- F. Oils heavily contaminated with water and solids:
-
-

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BIDDER QUESTIONNAIRE - USED OIL FILTER DISPOSAL

All collected used oil filters are required to be recycled

1. Does your facility have a permit? **Transporter** Yes _____ No _____ **N/A**2. How are the used oil filters used: Asphalt **By Facility**Fuel **By Facility**Re-refined **By Facility**

Other _____

3. In your process, are any wastes generated: Yes _____ No _____ **N/A**

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 separated.

Please see attached

6. Does your company have quality assurance/quality control procedures for waste in-transit at your facility? Yes **x** No _____

Please describe:

Please see attached

7. Does your facility have ~~Environmental Impairment~~ **Pollution Legal Liability** Insurance? Yes _____ No _____Insurance Company Name: **AIG Specialty Insurance Company**Policy Number: **PLS1531069**Amount of Coverage: **\$ 5,000,000.00**

Deductible: \$ _____

Expiration Date **10/31/16**

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

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RCRA or State Part B:	Yes	_____	No	_____	N/A
Hazardous Waste Transporter Registration:	Yes	<u> x </u>	No	_____	
SPCC Plan:	Yes	_____	No	_____	N/A
Emergency Response Plan:	Yes	<u> x </u>	No	_____	
Air Pollution Control Permit:	Yes	_____	No	_____	N/A
Other:	<u> Please see attached licenses and permits carried as a transporter. </u>				

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.

 Metal oil filters once properly drained and packaged according to all applicable regulations are sent to a metal recyclers to recover all metal. Cloth fiber filters are managed as a NON RCRA hazardous waste on uniform hazardous waste and disposal is landfill or incineration generators preference.

- 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.

 Dixon, Ceres, Parlier, Union City and Chico all other temporary storage facilities.

- 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.

 Asbury is the transporter for oil filters. Licenses have been included see attached.

- 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.).

 Please see attached

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 pick-ups 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 mgriffey@co.fresno.ca.us or Public Works and Planning - Resources Division, 2220 Tulare Street, 6th 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.

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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 (one load): 750

Fiat service charge per load (*includes _____ gallons)	\$	80.00
Rate per gallon \$ 0.25 x** 50.00 applicable gallons =	\$	187.50
Testing fee(s)	\$	NO CHARGE
Other charges or fees (describe)	\$	NO CHARGE
TOTAL COST PER LOAD \$ 267.50		

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

Fiat service charge per load (*includes ANY gallons)	\$	80.00
Rate per gallon \$ 0.25 x** 100 applicable gallons=	\$	25.00
Testing fee(s)	\$	NO CHARGE
Other charges or fees (describe)	\$	NO CHARGE
TOTAL COST PER LOAD \$ 105.00		

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 (Area 9)
3633 S. DelRey
Sanger, CA 93657

Total Gallons (one load): 100

Flat service charge per load (*includes ANY gallons) \$ **80.00**

Rate per gallon \$ 0.5 x** 100 applicable gallons= \$ **25.00**

Testing fee(s) 0.25 \$ **NO CHARGE**

Other charges or fees (describe) \$ **NO CHARGE**

TOTAL COST PER LOAD \$ 105.00

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

4. Location: Caruthers (Area 5)
2544 Mountain View Ave
Caruthers, CA 93609

Total Gallons (one load): 100

Flat service charge per load (*includes ANY gallons) \$ **80.00**

Rate per gallon \$ 0.25 x** 100 applicable gallons= \$ **25.00**

Testing fee(s) \$ **NO CHARGE**

Other charges or fees (describe) \$ **NO CHARGE**

TOTAL COST PER LOAD \$ 105.00

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

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5. Location: Tranquility (Area 2)
25411 W. Silveria Ave
Tranquility, CA 93668

Total Gallons (one load): 100

Flat service charge per load (*includes ANY gallons) \$ 80.00

Rate per gallon \$ 0.25 x** 100 applicable gallons= \$ 25.00

Testing fee(s) \$ NO CHARGE

Other charges or fees (describe) \$ NO CHARGE

TOTAL COST PER LOAD \$ 105.00

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

LOCATION	A Estimated Loads per Year	B *Total Cost Per Load	C **Annual Total
1. Fleet Services (Main Facility)	12	\$ 267.50	\$ 3,210.00
2. Sheriff's Dept.- Courthouse Motor Pool	12	\$ 117.50	\$ 1,410.00
3. DelRey (Area 9)	1	\$ 105.00	\$ 105.00
4. Caruthers (Area 5)	2	\$ 105.00	\$ 210.00
5. Sanger (Area 8)	2	\$ N/A	\$ N/A
		TOTAL:	\$ 4,935.00

* 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.

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LOCATION	TANK SIZE	COST PER LOAD
Alex Auto Diagnostics 650 Oiler Street Mendota, CA 93640	480	\$ 80.00 + 0.25 per gallon
*AutoZone 959 Sierra Street Kingsburg, CA 93631	200	\$ 80.00 + 0.25 per gallon
Bear Mountain Auto Parts and Service 31086 E. Kings Canyon Road Squaw Valley, CA 93675	480	\$ 80.00 + 0.25 per gallon
Big G's Automotive Center 1443 11 th Street Firebaugh, CA 93622	480	\$ 80.00 + 0.25 per gallon
Bogies Auto Parts 20746 Pio Pico Laton, CA 93242	480	\$ 80.00 + 0.25 per gallon
Canyon Fork Ace Hardware 29181 Auberry Road Prather, CA 93651	240	\$ 80.00 + 0.25 per gallon
Clovis Drop Shop – Complete Auto Care 972 E. Barstow, Unit E Clovis, CA 93612	480	\$ 80.00 + 0.25 per gallon
Coalinga Auto & Truck Diesel Repair Center 304 E. Polk Street Coalinga, CA 93210	240	\$ 80.00 + 0.25 per gallon
Fat Boy's Garage 41579 Dinkey Creek Road Shaver Lake, CA 93664	480	\$ 80.00 + 0.25 per gallon
Foothill Auto, Truck & Ag Parts, Inc. / NAPA 190 Park Boulevard Orange Cove, CA 93646	480	\$ 80.00 + 0.25 per gallon
Foothill Auto Parts 29533 Auberry Road, Suite 99 Prather, CA 93651	240	\$ 80.00 + 0.25 per gallon
J&B Auto Sales 792 N. Street Firebaugh, CA 93622	Drum Storage	\$ NO CHARGE
Leo's Tire Service 22055 W. Manning Avenue San Joaquin CA 93660	240	\$ 80.00 + 0.25 per gallon
Lion Automotive 2944 Phillip Avenue Clovis, CA 93612	Drum Storage	\$ NO CHARGE
Matt's Quick Lube 700 E. Elm Street Coalinga, CA 93612	480	\$ 80.00 + 0.25 per gallon
Mendota Smog and Repair 1415 9 th Street Mendota, CA 93640	480	\$ 80.00 + 0.25 per gallon

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LOCATION	TANK SIZE	COST PER LOAD
Morales Auto Repair 1417 4 th Street Mendota, CA 93640	480	\$ 80.00 + 0.25 per gallon
O' Reilly Auto Parts 1375 N. Willow Avenue Clovis, CA 93612	200	\$ 80.00 + 0.25 per gallon
*O' Reilly Auto Parts 608 Shaw Avenue Clovis, CA 93612	200	\$ 80.00 + 0.25 per gallon
*O' Reilly Auto Parts 2654 Whitson Street Selma, CA 93662	200	\$ 80.00 + 0.25 per gallon
*O' Reilly Auto Parts 643 Bethel Avenue Sanger, CA 93657	200	\$ 80.00 + 0.25 per gallon
*O' Reilly Auto Parts 739 Herndon Avenue Clovis, CA 93612	200	\$ 80.00 + 0.25 per gallon
*O' Reilly Auto Parts 1177 E Manning Avenue Reedley, CA 93654	200	\$ 80.00 + 0.25 per gallon
*O' Reilly Auto Parts 1887 Marion Street Kingsburg, CA 93631	200	\$ 80.00 + 0.25 per gallon
Orange Cove Automotive 1045 W. Railroad Orange Cove, CA 93646	240 / 240	\$ 80.00 + 0.25 per gallon
Ralph's Triangle Service 36374 Lassen Avenue Huron, CA 93234	480	\$ 80.00 + 0.25 per gallon
Ramon's Tire and Auto Service, Inc. 261 Oller Street Mendota, CA 93640	275 / 275	\$ 80.00 + 0.25 per gallon
Red Line Smog 1 620 E. Elm Avenue Coalinga, CA 93210	240	\$ 80.00 + 0.25 per gallon
Rolinda Auto Parts, Repair, Smog & Towing 9191 W. Whitesbridge Road Fresno, CA 93706	240	\$ 80.00 + 0.25 per gallon
Sierra Marina, Inc. 45795 Tollhouse Road Shaver Lake, CA 93664	240	\$ 80.00 + 0.25 per gallon
R & R Auto Repair 115 W. Merced Fowler, CA 93625	480	\$ 80.00 + 0.25 per gallon
Singh & Son Auto Center 12944 S. Elm Street Caruthers, CA 93609	480	\$ 80.00 + 0.25 per gallon

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LOCATION	TANK SIZE	COST PER LOAD
Smith Auto Parts 187 S. Madera Kerman, CA 93630	240	\$ 80.00 + 0.25 per gallon
Smith Auto Parts 1184 "I" Street Reedley, CA 93654	240	\$ 80.00 + 0.25 per gallon
T & J Arco Station 13495 E. Manning Avenue Parlier, CA 93648	480	\$ 80.00 + 0.25 per gallon
Wayne's Auto Parts 3296 W. Mt. Whitney Riverdale, CA 93656	240	\$ 80.00 + 0.25 per gallon

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

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SECTION "C"

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, 6th 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 Kerman, CA 93630	750 Gallon	<u>\$ 80.00 + 0.25 per gallon</u>

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

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

Location	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		<u>0.00</u>	<u>\$55.00</u>	<u>\$ 1,650.00</u>
2. Sheriff's Dept.- Fleet Services (Courthouse) Fresno & M Street Fresno, CA 93721	2		<u>0.00</u>	<u>\$ 55.00</u>	<u>\$ 110.00</u>
3. DelRey (Area 9) 3633 S. DelRey Sanger, CA 93657	1		<u>0.00</u>	<u>\$ 55.00</u>	<u>\$ 55.00</u> \$ 110.00
4. Caruthers (Area 5) 2544 W Mountain View Avenue Caruthers, CA 93609	2		<u>0.00</u>	<u>\$ 55.00</u>	<u>\$ 110.00</u>
5. Sanger (Area 8) 9525 E. Olive Sanger, CA 93657	6		<u>0.00</u>	<u>\$ 55.00</u>	<u>\$ 330.00</u>
6. Tranquility (Area 2) 25411 W. Silveria Avenue Tranquility, CA 93668	2		<u>0.00</u>	<u>\$ 55.00</u>	<u>\$ 110.00</u>
County of Fresno Total Drums	51 (10,200 Filters)				<u>\$ 2,420.00</u>

* 55 Gallon Drums

** Convert from 55 Gallon Drum to Vendor container size if other than 55 gallon.

State Vendor Container Size: _____

If container size is 55 gallon, restate Column A.

*** Additional cost for pick-up.

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QUOTATION SCHEDULE - GROUP III (OTHER)

Waste Description	Disposal Cost Per Unit	Unit of Measure
A. Antifreeze	\$ <u>0.00</u>	Gallon
Waste Oil containing Halogens Greater than 1,000 PPM	\$ <u>5.00</u>	Gallon
Oil Water	\$ <u>1.95</u>	Gallon
Sump Water Containing Gasoline or Oil	\$ <u>1.95</u>	Gallon
Water Soluble Oils	\$ <u>2.75</u>	Gallon
Oils heavily contaminated with Water and Solids	\$ <u>250.00</u>	55 Gallon

Minimum Charge:

Explain any minimum charges for the items listed above.

\$200.00 minimum charge per 55 gallon drum.

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

NON RCRA oily solids/absorbents per 55 gallon drum \$200.00

- 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.	\$ <u>1,00.00</u>	Per month
Complete service and cleaning of five (5) small parts washers – pan and drum style.	\$ <u>650.00</u>	Per month
Service the drains at the steam rack.	\$ <u>500.00</u>	Per month
Total	\$ <u>2,150.00</u>	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 and July **\$ SAME AS ABOVE** Per pick-up

No extra charge

Prices are inclusive of waste removal

**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) _____

7.1 TRANSFER PROCEDURES: FROM TANK and/or CONTAINER TO ROUTE TRUCK

- Prior to leaving the AES yard, the driver must inspect/clean the truck's filter pot/screen to assure flow when transferring;
- Arrive at the Generator site and set parking brake;
- Check in with the Generator;
- Verify the waste type/product and volume to be transferred and assure it will not exceed the available tank capacity;
- Make sure the truck engine is shut off, unless the truck is equipped with a PTO or extra engine;
- Make sure the truck is grounded and wheel chocks in place, if required;
- Wear appropriate PPE;
- Obtain a sample for waste oil, glycol, and oily water:
 - Samples must be representative of the material being pumped (top, middle, bottom) using the tools provided;
 - For multiple contains at the specific generator site, samples are require from each container; those samples are then consolidated into one sample;
 - The stinger shall not be used or the sample port on the truck unless the tank or container is not accessible for sampling;
 - If any material does not appear to conform to its description (e.g. color, odor, or consistency) do not pump it. Obtain a sample, complete a chain of custody form to accompany the sample;
 - All samples must be labeled as follows: date, stop number and/or customer number;
 - For waste oil pickup, prior to pumping, test, as required (i.e. new customers/ DIY / suspicious oil).
- Verify volume of waste to be pumped using customer tank charts, if available, if not, use AES's truck measuring device;
- Return to the truck and retrieve hose and appropriate tools/equipment (e.g. coupling, reducers, cam locks, stinger) to perform the transfer and place the equipment at the work area;
- Return to truck, vent truck accordingly prior to engaging the PTO. For some trucks this procedure occurs when opening the air operated internal valves. Some AES trucks may utilize a manually operated vapor recovery venting system;
- Open appropriate valve(s) and internal valve(s) for the waste type that is being transferred (e.g. use the 3,000 gallon compartment for oil and use the 1,000 gallon compartment for antifreeze. Note that both compartments may be used if a single waste stream is being loaded and requires both compartments to contain the volume.) Under no circumstances is mixing of waste allowed;
- Engage PTO;
- Connect hose to tank valve that is to be emptied. For certain tanks and other containers (drums/totes), place stinger into tank/container;
- Begin loading the tank truck;

7.1 TRANSFER PROCEDURES: FROM TANK and/or CONTAINER TO ROUTE TRUCK - CONTINUED

- Driver must stand by their truck at all times;
- Verify that no leaking hose or valve connections exist;
- After loading is completed, and the pump is still running and valves are still open, disconnect the hose from the tank and cap the end of the hose.
Otherwise, if using a stinger, remove the stinger from the container while wiping off the stinger. Then turn the stinger upright while walking back to the truck to place the stinger into its proper compartment (to prevent dripping). The driver will then disconnect the hose from the stinger and cap the hose end and the stinger's end cap;
- After hose is wound on the hose reel, then the driver must close the internal valve and disengage PTO pump; the driver must close the butterfly valves to prevent any release;
- Measures the volume of waste/product pumped into the AES tank(s) and record the volume on the Service Order or manifest, as appropriate. After the driver completes the manifest, the driver and generator must print, sign and date the manifest. The Generator Initial Copy of the manifest is to be given to the Generator after the manifest is completed and signed. For consolidated manifests, the Driver must complete the Service Order. On the Service Order, the Driver must record the manifest number, volume pumped, mark and/or verify the correct waste disposal information (which disposal facility), the test results for oil as appropriate, complete boxes 1 thru 3 (Generator Waste Certification) and complete box 4 (Waste Minimization Certification). Also, the driver must have the generator sign and date the Service Order. A copy of the Service Order is given to the Generator after the Service Order is completed and signed;
- At an unmanned facility the driver must verify a signature release form is on file prior to loading and follow established procedures;
- Driver shall return to his truck and clean tools and area;
- Driver will complete appropriate labels for the Generators, and apply new labels, as applicable;
- The Driver will call in any other pickups needed on site that AES provides for the Generator.
- The shall call his Supervisor immediately should any incident (spills) occur at the Generator's site.

7.6 TRANSFER PROCEDURES FOR ROUTE TRUCK TO TSDF TANKS

- Arrive at the TSDF site and set parking brake;
- Check in with the TSDF Operator;
- Give the TSDF Operator AES' shipping records (i.e. manifest, bill of lading, service order, and MSDS as appropriate);
- Make sure the truck is grounded and wheel chocks in place, if required;
- Review shipping papers (i.e. manifest) with facility personnel to ensure the paperwork has been properly filled out. Such as: Generator name and address, proper waste codes, designated facility name and address, volumes, etc.;
- When directed by the TSDF's personnel, pull truck onto the sampling area, chock wheels and ground vehicle, as appropriate;
- The TSDF personnel will sample and test the load. After the load is approved by the TSDF, the TSDF's personnel will determine which tank will receive the waste and direct the truck to appropriate receiving tank;
- Prior to moving the truck to appropriate receiving tank verify the dome lids are secure;
- Make sure the truck engine is shut off and the parking brakes is set;
- Wear appropriate PPE;
- After the TSDF Operator/Generator acknowledges that transferring is approved, verify and confirm with TSDF Operator which hose to connect to the tank (if appropriate) and/or AES truck;
- Place drip pans under connections;
- Remove caps and inspect for rags or any debris;
- Vent truck, connect the hose to the truck and open the valve and internal valve(s) for the compartment(s) to be offloaded;
- After the pump is engaged the driver is to monitor the hose and fittings for leaks until the transfer is complete;
- Once the transfer is complete, the driver must visually inspect inside the compartment to verify that it is empty and secure the dome lids;
- When truck or trailer is empty, close discharge valve;
- Open cam lock ears at the truck discharge valve connection so the pump will suck air to push through and clear all products in the hose going to the TSDF's tank;
- The TSDF's personnel will turn off the TSDF's pump, and close both suction and discharge valve on the pump;
- Disconnect hose from the discharge valve of the truck;
- Clean up any drips or spills;

**7.6 TRANSFER PROCEDURES FOR ROUTE TRUCK TO TSDF TANKS –
CONTINUED**

- After unloading is completed, the TSDF's personnel will take measurements and record the volume received on their Waste Assessment Records;
- Verify the volume with the TSDF Operator/Generator;
- Secure the dome lid(s);
- Clean up any drips or spills;
- Once the TSDF has released the AES truck, obtain applicable shipping papers from the TSDF Operator and review for accuracy;
- Placard truck, as appropriate;
- Remove grounding cable and wheel chocks.

7.10 NON-BULK TRANSFER – DRUMS, TOTES, CUBIC YARD BOXES

USED OIL FILTERS/GASOLINE FILTERS

- Verify with generator personnel what is scheduled to be picked up;
- Verify the service order/bill of lading on how many drums will be loaded and/or unloaded at generator;
- Release and lower lift gate and unstrap cargo strap to unload required empty drum(s) to unload at generator;
- "EMPTY" sticker will need to be removed from empty drum(s);
- The empty drum must be affixed with label "Used Oil and Gasoline Filters";
- Write on label – Generator Name;
- Make sure drum(s) ring and lid are properly secured prior to loading on truck;
- Check integrity of drum(s) prior to loading;
- If drum(s) are not acceptable for transport contact supervisor for instructions;
- Load drums on lift gate with drum dolly or forklift and secure in truck with cargo strap.
- The full containers must be marked with Generator Name, Service Order Number, and pick up date;
- Record how many drums on the Service Order to be picked up and have generator verify the number of drum(s) picked up and sign the Service Order.

7.10 NON-BULK TRANSFER – DRUMS, TOTES, CUBIC YARD BOXES - CONTINUED

HAZARDOUS WASTE DRUMS

- Verify with generator personnel what is scheduled to be picked up;
- Verify the Service Order and/or the Project Setup Form how many drums will be loaded and/or unloaded at generator;
- Release and lower lift gate and unstrap cargo strap to unload required empty drum(s) to unload at generator;
- Verify on manifest(s) the material you are picking up matches what is on the hazardous waste label and hazardous waste manifest;
- The volume, container type, number of drums must be written on hazardous waste manifest;
- Ensure the drums are an UN approved container;
- Check integrity of drum(s) prior to loading;
- If drum(s) are not acceptable for transport contact supervisor for instructions;
- Mark the lid of the hazardous waste drum(s) with the following:
Destination, number of drums (1 of 4), and manifest number;
- Driver will print, sign, and date the hazardous waste manifest;
- Generator must print their name, sign, and date the hazardous waste manifest; and must sign the Waste Profile and Service Order;
- Provide the Generator with the Generator Initial Retain copy of the manifest and Service Order copy;
- Load drums on lift gate with forklift, pallet jack, and/or drum dolly and secure in truck with cargo strap.

7.10 NON-BULK TRANSFER – DRUMS, TOTES, CUBIC YARD BOXES – CONTINUED

CUBIC YARD BOXES

- Verify with generator personnel what is scheduled to be picked up;
- Verify the Service Order and/or the Project Setup Form how many cubic yard box(s) will be loaded and/or unloaded at generator;
- Release and lower lift gate and unstrap cargo strap to unload required empty cubic yard box(s) and pallet(s) to unload at generator;
- Verify on manifest(s) and profile the material you're picking up matches what is on the cubic yard box(s);
- Check integrity of cubic yard box(s) prior to loading (e.g. saturation, holes, wet, crystallized, crushed);
- If cubic yard boxes are not acceptable for transport contact supervisor for instructions;
- The volume, number of cubic yard box(s) must be written on hazardous waste manifest;
- Label two opposing sides of the cubic yard box(s) with appropriate hazardous waste labels;
- Driver will print, sign, and date the hazardous waste manifest;
- Generator must print their name, sign, and date the hazardous waste manifest; and must sign the Waste Profile and Service Order;
- Provide the Generator with the Generator Initial Retain copy of the manifest and Service Order copy;
- Load cubic yard box(s) on lift gate with forklift or pallet jack and secure in truck with cargo strap.

7.10 NON-BULK TRANSFER – DRUMS, TOTES, CUBIC YARD BOXES - CONTINUED

NEW ANTIFREEZE DELIVERY

- Verify lot number is on drum/container;
- Verify with generator personnel on what you are scheduled to deliver;
- Verify the Service Order on how many drums/containers will be loaded/unloaded at generator;
- Write date of delivery on label of drum/container you are delivering;
- Release lift gate down and unstrap cargo strap to pull out with drum dolly required drum(s)/container(s) to unload at generator;
- Secure any empty drum container(s) picked up with cargo strap;
- Write how many gallons delivered on Service Order and have generator sign the Service Order.

8. WASTE IDENTIFICATION

8.1 What is Non-RCRA Used Oil?

Legal Definition of Used Oil:

California Health and Safety Code section 25250.1 defines used oil as "any oil that has been refined from crude oil, or any synthetic oil, that has been used, and, as a result of use or as a consequence of extended storage, or spillage, has been contaminated with physical or chemical impurities".

Used oil includes, but is not limited to, the following:

Used motor oils: Used industrial oils: Other oils:

Vehicle crankcase oils; Hydraulic oils; Transformer oils;
Engine lubricating oils; Compressor oils; Refrigeration oils;
Transmission fluids; Turbine oils; Metalworking oils;
Gearbox and differential oils; Bearing oils; Railroad oils
Gear oils; and Vegetable oils used for lubrication.

Waste synthetic oils that may be managed as used oil include:

Oil derived from coal, oil shale, or polymers;
Water-soluble petroleum-based oils;
Vegetable or animal oil used as a lubricant;
Hydraulic fluid;
Heat transfer fluid.

Used oil does NOT include:

Antifreeze;
Brake fluid;
Other automotive wastes;
Fuels;
Solvents.

Substances which are not regulated as used oils include:

Oils with a flashpoint below 100°F;
Oils mixed with hazardous waste;
Wastewater containing small amounts of used oil;
Oily wastes that are not used oil;
Oily wastewaters that are not used oil;
Tank bottoms;
Used oil processing bottoms;
Used oil re-refining distillation bottoms;
Cooking oils (edible);
Grease;
Oils containing 5 parts per million (ppm) polychlorinated biphenyls (PCBs) or greater;

Oils containing more than 1,000 ppm total halogens *; **See rebuttable presumption guidance in Drivers Manual, Section 11, Hazardous Waste Policy Document # 8, item B.**

Characteristics of Used Oil:

Color: Dark (black, brown, amber);

Odor: Mild petroleum odor (no fuel or solvent odor to be present) – DO NOT SMELL;

Halides: Must be < 1,000 ppms, unless rebutted;

Flash Point: >100°F.

Note: when sampling used oil containing fuel, fuel odor will be present, observe the colliwasa, oil containing fuel will usually run/flow freely out of the sampling device while leaving minimal oil residual oil on the external (outside) the sampling device.

8.2 What is Non-RCRA Used Antifreeze?

Antifreeze is a substance added to a solvent, such as water, to lower its freezing point.

Antifreeze is a solution of ethylene glycol, water and additives. Antifreeze is used to protect liquid-cooled internal-combustion engines to prevent freezing during the winter and boil-over during the summer and consequently damage to the engine water jacket and radiator. Antifreeze actually serves another function of allowing for higher temperatures without boiling therefore also being an anti-boil agent.

During use, an antifreeze solution eventually becomes contaminated and is unfit for future use without processing.

Used antifreeze is a solid waste. As with any solid waste, the generator of used antifreeze is responsible for determining, either by process knowledge or by analytical testing, whether the waste is hazardous. If the waste is hazardous, it must be managed according to the hazardous waste regulations.

Characteristics of used Antifreeze:

Color: varies (orange, blue, purple, red, green, amber, pink, dark brown);

Odor: Mild to sweet – (no fuel or solvent odor to be present) - DO NOT SMELL;

pH: range >3 <12;

Flash Point >140°F.

Note: when sampling used waste antifreeze containing fuel, fuel odor will be present.

8.3 What is Non-RCRA Oily Water?

Oil containing >30% water. Oily water may appear to be a single phase, a double (two) phases and on occasion three phases.

Single phase: primarily water soluble oil/emulsified.

Double phase: oil water separation (oil on top and water on the bottom).

Three phase: oil on top, water in the middle, and solids on the bottom.

Characteristic of Non-RCRA Oily water:

Color: Dark (black, brown, amber);

AES Operations Manual – Loading and Unloading Procedures

Odor: Mild petroleum odor (no fuel or solvent odor to be present) – DO NOT SMELL;

Halides on the oil layer: Must be < 1,000 ppms, may not be rebutted;

Flash Point: >140°F.

Note: when sampling oily water containing fuel, fuel odor will be present.



CERTIFICATE OF LIABILITY INSURANCE

Exhibit B

36 of 53

DATE (MM/DD/YYYY)

10/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher & Co.
Insurance Brokers of CA. License #0726293
505 N. Brand Boulevard, Suite 600
Glendale CA 91203

CONTACT NAME: Global Risk Management
PHONE (A/C, No, Ext): 818-539-2300 **FAX (A/C, No):** 818-539-1801
E-MAIL ADDRESS: GRM_Certificates@ajg.com

INSURED WORLOIL-02
Asbury Environmental Services
1300 S. Santa Fe Ave.
Compton, CA 90221

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Insurance Compa	19445
INSURER B: Insurance Company of State of PA	19429
INSURER C: AIG Specialty Insurance Company	26883
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 338406272

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		GL9875807	10/31/2015	10/31/2016	EACH OCCURRENCE \$1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$Excluded MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,500,000 GENERAL AGGREGATE \$3,500,000 PRODUCTS - COMP/OP AGG \$3,500,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CA 9701115	10/31/2015	10/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		BE23315166	10/31/2015	10/31/2016	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC 13626527 WC 13626526 WC 13626528	10/31/2015 10/31/2015 10/31/2015	10/31/2016 10/31/2016 10/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Pollution Legal Liability		PLS1531069	10/31/2014	11/30/2015	Each Accident/Agg \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance in respects to operations of the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

To Whom it May Concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ASBURY ENVIRONMENTAL SERVICES DBA WORLD OIL ENVIRONMENTAL SERVICES
1300 S SANTA FE AVE
COMPTON, CA 90221

CITY OF COMPTON BUSINESS LICENSE CERTIFICATE

BUSINESS LICENSE DIVISION ~ 205 N. WILLOWBROOK AVE, COMPTON, CA 90220 ~ (310) 605-5508

The below named license holder has paid a business license fee to engage in, carry on or conduct a business trade, calling, profession, exhibition or occupation coded below until this certificate expires. Granting of this license does not entitle the license holder to operate or maintain a business license in violation of any other law or ordinance. In addition this license is not transferable to any other party, and no refunds will be issued for the license once a certificate has been issued.

LICENSE NO:	BL15-002709	EXPIRATION DATE:	06/30/2017
BUSINESS:	ASBURY ENVIRONMENTAL SERVICES DBA WORLD OIL ENVIRONMENTAL SERVICES	ISSUE DATE:	07/06/2016
LOCATION:	1300 S SANTA FE AVE	OWNERSHIP TYPE:	Corporation
OWNER NAME:	STEVE KERDOON	CLASSIFICATION:	5331
MAILING ADDRESS:	1300 S SANTA FE AVE COMPTON, CA 90221	DESCRIPTION:	DISPATCH OFFICE
RESTRICTIONS:			

THIS CERTIFICATE IS NON-TRANSFERABLE
TO ANY OTHER BUSINESS OR INDIVIDUAL


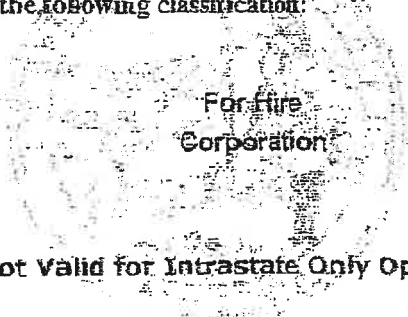
STATE OF CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY

DEPARTMENT OF MOTOR VEHICLES
MOTOR CARRIER SERVICES BRANCH MS 9875
P O BOX 932370 Sacramento, CA 94232-3700
(916) 657-8153



11/28/2007

ASBURY ENVIRONMENTAL SERVICES
9302 GARFIELD AVE
SOUTHGATE, CA 90280

 A Public Service Agency		NON-EXPIRING MOTOR CARRIER PERMIT Combined Carrier	
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P O BOX 932370 Sacramento, CA 94232-3700		Valid From: 11/27/2007	Valid Through: Non-Expiring
ASBURY ENVIRONMENTAL SERVICES 9302 GARFIELD AVE SOUTHGATE, CA 90280		CA#: 0000068 The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification: <div style="text-align: center;">  For Fire Corporation </div>	
Permit Date: N/A	Office #: 154	Not Valid for Intrastate Only Operations	
Account #: 21554	Tech ID: JD		
Sequence #: 0003	Amt Paid: No Fee		

!!!IMPORTANT REMINDERS!!!

- 1 This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
- 2 Federal Motor Carrier Safety Administration insurance requirements must be maintained.
- 3 If you commence intrastate only operations, you must renew your MCP.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

DMV 2200 MCP (NEW 10/2007)

A Public Service Agency



STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**HAZARDOUS MATERIALS
TRANSPORTATION LICENSE**
CHP 360H (REV. 1/00) OPI 062

CONTROL NUMBER	LICENSE NUMBER	ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
218296	36459	1/20/2016	2/29/2016	2/28/2017

CHP CARRIER NUMBER	LOCATION	<input type="checkbox"/> Duplicate	<input type="checkbox"/> Replacement
CA 68	530	<input type="checkbox"/> Initial	<input checked="" type="checkbox"/> Renewal

PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)

The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous waste materials and must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 843-3400.

LICENSEE NAME AND PHYSICAL STATION ADDRESS (if different than below)

ASBURY ENVIRONMENTAL SERVICES
1303 SOUTH SANTA FE AVE
COMPTON CA, US 90221

This carrier is on the special routing/sage stopping place mailing lists as indicated below:

- ☐ (HMX) Explosives subject to Division 14, California Vehicle Code (CVC).
- ☐ (HMPH) Poison Inhalation Hazard materials in bulk packages subject to Division 14.3, CVC.
- ☐ (HMRCQ) Highway Route Controlled Quantity radioactive materials subject to Division 14.5, CVC.

Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon any highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is \$2,000.00. (CVC Section 23112.5)

LICENSEE NAME AND MAILING ADDRESS

Attention: JESSICA TORRES
ASBURY ENVIRONMENTAL SERVICES
9302 GARFIELD AVE
SOUTH GATE CA, US 90280-3805



Matthew Rodriguez
Secretary for
Environmental Protection



Department of Toxic Substances Control

Barbara A. Lee, Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806



Edmund G. Brown Jr.
Governor

HAZARDOUS WASTE TRANSPORTER REGISTRATION WITH CONSOLIDATED TRANSPORTER NOTIFICATION

NAME AND ADDRESS OF REGISTERED TRANSPORTER:

ASBURY ENVIRONMENTAL SERVICES DBA WORLD OIL ENVIRONMENTAL
SERVICES
1300 S SANTA FE AVENUE
COMPTON, CA 90221

TRANSPORTER REGISTRATION NO: 0015

EXPIRATION DATE: MAY 31, 2017

THIS IS TO CERTIFY THAT THE FIRM NAMED ABOVE IS DULY REGISTERED TO
TRANSPORT HAZARDOUS WASTE IN THE STATE OF CALIFORNIA IN
ACCORDANCE WITH THE PROVISIONS OF CHAPTER 6.5, DIVISION 20 OF THE
HEALTH AND SAFETY CODE AND TITLE 22 OF THE CALIFORNIA CODE OF
REGULATIONS, DIVISION 4.5.

THIS REGISTRATION CERTIFICATE MUST BE CARRIED WITH EACH SHIPMENT
OF HAZARDOUS WASTE.

FOR REGISTRATION INFORMATION, PLEASE CALL (916) 440-7145.


(AUTHORIZED SIGNATURE)

MAY 31, 2016
(DATE)

State of California - California Environmental Protection Agency

Department of Toxic Substances Control
Transportation Unit
8800 Cal Center Drive, Sacramento, CA 95826
Phone (916) 440-7145 Fax (916) 255-6436

CONSOLIDATED TRANSPORTER NOTIFICATION

1. Business Name (Show d.b.a. name, show name exactly as it will appear on registration; same name or trademark is required on all vehicles): Asbury Environmental Services, dba World Oil Environmental Services	2. Transporter Registration Number 0 0 1 5
---	--

3. Business Address Number/Street 1300 S. Santa Fe Avenue	City Compton	County/Province Los Angeles	State/Country California	Zip/Postal Code 90221
---	----------------------------	---	--	-------------------------------------

4. Mailing Address (If different) P.O. Box/Street Same	City	County/Province	State/Country	Zip/Postal Code
--	-------------	------------------------	----------------------	------------------------

5a. Telephone Number (Ext. Number) (310) 886-3400	6. Identification Numbers. If your company transports hazardous wastes, operates the designated facility, and intends to submit only the facility copy of the consolidated manifests pursuant to Health and Safety Code Section 25160(b)(5)(A), you must provide all the transporter and facility identification numbers (12 characters) used by your company on these manifests. If necessary, list additional identification numbers on a separate sheet.
---	--


5b. Fax Number (310) 763-5922	CAD028277036
---	--------------

5c. E-mail Address Jtorres@asburyenv.com	
--	--

7. I intend to transport the following hazardous wastestream under the consolidated manifesting procedure, as described in Health and Safety Code, Section 25160.2. [Check all applicable box(es)]:



<input type="checkbox"/> (A) Used oil <input type="checkbox"/> (B) Contents of an oil/water separator <input type="checkbox"/> (C) Solids contaminated with used oil <input type="checkbox"/> (D) Brake fluid <input type="checkbox"/> (E) Antifreeze <input type="checkbox"/> (F) Antifreeze sludge <input type="checkbox"/> (G) Parts cleaning solvents, including aqueous cleaning solvents <input type="checkbox"/> (H) Hydroxide sludge contaminated solely with metals from a wastewater treatment process <input type="checkbox"/> (I) "Paint-related" wastes, including paints, thinners, filters, and sludges	<input type="checkbox"/> (J) Spent photographic solutions <input type="checkbox"/> (K) Dry cleaning solvents (including perchloroethylene, naphtha, and silicone based solvents) <input type="checkbox"/> (L) Filters, lint, and sludges contaminated with dry cleaning solvent <input type="checkbox"/> (M) Asbestos and asbestos-containing materials <input type="checkbox"/> (N) Inks from the printing industry <input type="checkbox"/> (O) Chemicals and laboratory packs collected from K-12 schools <input type="checkbox"/> (P) Absorbents contaminated with other wastes listed in Health and Safety Code Section 25160.2(c) <input type="checkbox"/> (Q) Filters from dispensing pumps for diesel and gasoline fuels
--	---

8. **Name and Title of Authorized Representative** (print or type): James Ennis, Chief Operating Officer

Signature of Authorized Representative  Use blue or other non-black ink Date 4/29/16

Note: Keep this Consolidated Transporter Notification, signed by DTSC, with the valid Transporter Registration Certificate in the vehicle at all times during the transportation of hazardous waste. Transportation of wastestream(s) listed above, under the consolidated manifesting procedure, without notifying DTSC is a violation of Health and Safety Code (HSC) Section 25165(a), and may be subject to significant penalties. Consolidated transporters are also required to submit quarterly reports pursuant to HSC Section 25160.2(d).

DO NOT WRITE BELOW THIS LINE (FOR DTSC USE ONLY)

 Transportation Unit Representative	 Received date
Elizabeth Lopez Rogers (Print or type name)	5/31/2017 Expiration date
	5/31/2016 DTSC acknowledgement date

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2016-2017**

Registrant: ASBURY ENVIRONMENTAL SERVICES DBA WORLD OIL
ENVIRONMENTAL SERVICES
Attn: JESSICA TORRES
1300 S. SANTA FE AVENUE
COMPTON, CA 90221

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 052516 553 002Y

Effective: 07/01/2016

Expires: 06/30/2017

HM Company ID: 062919

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

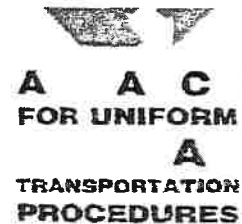
- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

Alliance for Uniform Hazmat Transportation Procedures Uniform Program Credentials



ASBURY ENVIRONMENTAL SERVICES
1300 S SANTA FE AVENUE
COMPTON, CA 90221

USDOT Census : 193134

MC #: 827800

EPA Transporter ID : CAD028277036

PHMSA #: 0612515002012X

Telephone number to call in case of accident or emergency: 310-466-5011

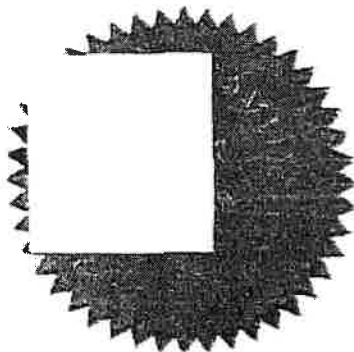
Uniform Program #: UPM-193134-NV

Certified by: *Sarena Nichols*

Registration Issued: April 01, 2016 Registration Expiration: March 31st, 2017

Issuing Agency: Nevada Highway Patrol

Agency Telephone Number: 775-684-4622





ACKNOWLEDGEMENT OF NOTIFICATION
OF HAZARDOUS WASTE ACTIVITY

This is to acknowledge that you have filed a Notification of Hazardous Waste Activity for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Annual Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA; on all applications for a Federal Hazardous Waste Permit; and other hazardous waste management reports and documents required under Subtitle C of RCRA.

EPA I.D. NUMBER

CCAD028277036

ASBURY ENVIRONMENTAL SERVICES
2100 N. ALAMEDA STREET
COMPTON,

CA 90222

INSTALLATION ADDRESS

2100 N. ALAMEDA STREET
COMPTON,

CA 90222

9. WASTE OIL

A. Is oil tested for contamination prior to each collection?

No. A 4 oz. retain sample is pulled from every generator at time of waste oil pick up. Unless it is Asbury's first time providing service a chloro d-tech test is performed prior to pick up. Asbury service orders has a generator waste certification which states customer/generator has not mixed oil with any other hazardous waste.

B. Briefly describe the process if 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.

Answer B &C

Disposal facility will test load according to their Waste Analysis Plan (WAP). In the event the used oil is deemed non-conforming to used oil specification, additional lab analysis would be required of the retain samples to determine the source of the contamination and the contaminant. Once source and contaminant is identified the responsible generator would be notified. Asbury would then find the proper disposal facility to dispose of the nonconforming waste.

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 provisions of statistical information.

Tamie Anderson, (310) 886-3400, Tanderson@asburvenv.com

E. List all current federal, state and local licenses and permits you 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.)

Asbury

<u>Agency</u>	<u>Permit/License</u>	<u>Permit #</u>
DMV	Non-Expiring Motor Carrier Permit	CA# 0000068
CHP	Hazardous Materials Transportation License	36459
DTSC	Hazardous Waste Transporter Registration With Consolidated Transporter Notification	0015
DOT-	Hazardous Materials Certificate of Registration	061215 002 012X
PHMSA		
EPA ID#	EPA	CAD028277036

DK

F. List all equipment to be used by vendor to provide this service and state the capacity of each.

UNIT #	LOCATION	MODEL	MAKE	DUTY
100	FRESNO	M2-106	FREIGHTLINER	WASTE OIL
100	FRESNO	M2-106	FREIGHTLINER	WASTE OIL
101	CHICO	M2-106	FREIGHTLINER	WASTE OIL
101	DIXON	M2-106	FREIGHTLINER	WASTE OIL
102	FRESNO	M-2106	FREIGHTLINER	WASTE OIL
103	DIXON	T8 SERIES	KENWORTH	WASTE OIL
104	DIXON	M2-106	FREIGHTLINER	WASTE OIL
104	DIXON	M2-106	FREIGHTLINER	WASTE OIL
104	CHICO	M2-106	FREIGHTLINER	WASTE OIL
105	DIXON	M2-106	FREIGHTLINER	WASTE OIL
105	DIXON	M2-106	FREIGHTLINER	WASTE OIL
105	DIXON	M2-106	FREIGHTLINER	WASTE OIL
105	CHICO	L8500 Series	STERLING	WASTE OIL
105	DIXON	L8500 Series	STERLING	WASTE OIL/FLOATER
106	FRESNO	ACTERRA	STERLING	WASTE OIL
106	CHICO	ACTERRA	STERLING	WASTE OIL
106	FRESNO	M2-106	FREIGHTLINER	WASTE OIL
106	CHICO	ACTERRA	STERLING	WASTE OIL
107	DIXON	ACTERRA	STERLING	WASTE OIL
107	FONTANA	M2-106	FREIGHTLINER	WASTE OIL
107	DIXON	M2-106	FREIGHTLINER	WASTE OIL
107	DIXON	M2-106	FREIGHTLINER	WASTE OIL (FLOATER)
107	RENO	M2-106	FREIGHTLINER	WASTE OIL
107	DIXON	M2-106	FREIGHTLINER	WASTE OIL
108	DIXON	M2-106	FREIGHTLINER	WASTE OIL
108	CHICO	M2-106	FREIGHTLINER	WASTE OIL
108	FRESNO	M2-106	FREIGHTLINER	WASTE OIL
108	DIXON	M2-106	FREIGHTLINER	
108	DIXON	M2-106	FREIGHTLINER	
108	DIXON	M2-106	FREIGHTLINER	
108	DIXON	M2-106	FREIGHTLINER	WASTE OIL
109	DIXON	M2-106	FREIGHTLINER	WASTE OIL

DRUM TRUCKS					
UNIT #	LOCATION	MODEL	MAKE	DUTY	
2004	FRESNO	M2-106	FREIGHTLINER	BV DRUM TRUCK	
2004	DIXON	M2-106	FREIGHTLINER	BV DRUM TRUCK	
2004	CHICO	M2-106	FREIGHTLINER	BV DRUM TRUCK	
2004	CHICO	M2-106	FREIGHTLINER	BV DRUM TRUCK	
2014	UNION CITY	M2-106	FREIGHTLINER	BV DRUM TRUCK	
2014	DIXON	M2-106	FREIGHTLINER	BV DRUM TRUCK	
2014	CERES	M2-106	FREIGHTLINER	BV DRUM TRUCK	
2014	UNION CITY	M2-106	FREIGHTLINER	BV DRUM TRUCK	
2024	UNION CITY	M2-106	FREIGHTLINER	BV DRUM TRUCK	
2064	DIXON/	ACTERRA	STERLING	BV DRUM TRUCK	
2084	DIXON		4700 INTERNATIONAL	BV DRUM TRUCK	
2084	UNION CITY		4900 INTERNATIONAL	BV DRUM TRUCK	
2084	FRESNO	M2-106	FREIGHTLINER	BV DRUM TRUCK	
2084	DIXON	M2-106	FREIGHTLINER	BV DRUM TRUCK	
2094	CHICO	M2-106	FREIGHTLINER	BV DRUM TRUCK	
TOTAL: 29					
ANTIFREEZE					
UNIT #	LOCATION	MODEL	MAKE	DUTY	
3004	CERES	M2-106	FREIGHTLINER	BV ANTIFREEZE	
3004	FRESNO	M2-106	FREIGHTLINER	BV ANTIFREEZE	
3004	DIXON	M2-106	FREIGHTLINER	BV ANTIFREEZE	
3264	UNION CITY	M2-106	FREIGHTLINER	TANK TRUCK ANTIFREEZE	
TOTAL: 10					
TWO AXLE (Transporters)					
UNIT #	LOCATION	MODEL	MAKE	DUTY	
4004	CERES	CASCADIA	FREIGHTLINER	2 AX DAY CAB ROUTE SALES	
4004	UNION CITY	CASCADIA	FREIGHTLINER	2 AX DAY CAB ROUTE SALES	
4004	CERES	CASCADIA	FREIGHTLINER	2 AX DAY CAB ROUTE SALES	

4004	CHICO	CASCADIA	FREIGHTLINER	2 AX DAY CAB ROUTE SALES
4012	UNION CITY	CASCADIA	FREIGHTLINER	2 AX DAY CAB ROUTE SALES
4013	UNION CITY	CASCADIA	FREIGHTLINER	2 AX DAY CAB ROUTE SALES
4014	UNION CITY	CASCADIA	FREIGHTLINER	2 AX DAY CAB ROUTE SALES
4015	UNION CITY	CASCADIA	FREIGHTLINER	2 AX DAY CAB ROUTE SALES
4017	UNION CITY	CASCADIA	FREIGHTLINER	2 AX DAY CAB ROUTE SALES
4018	UNION CITY	CASCADIA	FREIGHTLINER	2 AX DAY CAB ROUTE SALES
441	FRESNO	COLUMBIA	FREIGHTLINER	2 AX DAY CAB ROUTE SALES
TOTAL=2				

THREE AXLE DAY CAB (Bulk and Vacuum)

UNIT #	LOCATION	MODEL	MAKE	DUTY
5005	DIXON	CASCADIA 125DC	FREIGHTLINER	3 AX DAY CAB BULK/VACUUM
5006	DIXON	CASCADIA 125DC	FREIGHTLINER	3 AX DAY CAB BULK/VACUUM
5013	DIXON	CASCADIA	FREIGHTLINER	3 AX DAY CAB BULK/VACUUM
5014	DIXON	CASCADIA	FREIGHTLINER	3 AX DAY CAB BULK/VACUUM
5015	DIXON	CASCADIA	FREIGHTLINER	3 AX DAY CAB BULK/VACUUM
5016	DIXON	CASCADIA	FREIGHTLINER	3 AX DAY CAB BULK/VACUUM
5147	FRESNO	FLD120	FREIGHTLINER	3 AX DAY CAB BULK/VACUUM
TOTAL=26				

THREE AXLE SLEEPER CAB (Line Haulers)

UNIT #	LOCATION	MODEL	MAKE	DUTY
600	DIXON	CASCADIA	FREIGHTLINER	3 AX SLEEPER CAB LINE TRUCK
6007	DIXON	CASCADIA	FREIGHTLINER	3 AX SLEEPER CAB LINE TRUCK
6008	CHICO	CASCADIA	FREIGHTLINER	3 AX SLEEPER CAB LINE TRUCK
6710	DIXON	VNL	VOLVO	
TOTAL=24				

BBL VAC TRUCKS

UNIT #	LOCATION	MODEL	MAKE	DUTY
7007	DIXON	M2-106	FREIGHTLINER	3 AX TANK TRUCK VACUUM
7008	DIXON	M2-106	FREIGHTLINER	

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.

Waste oil is picked up from Participating Agency and transported to disposal facility. Disposal facility (DeMenno-Kerdoon) recycles into asphalt flux, fuel oil cutter and marine diesel oil. Asbury service order is the paperwork Participating Agency will retain as proof of disposal.

Quotation No. 926-5472

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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. X All signatures must be in **blue ink**.
2. X The Request for Quotation (RFQ) has been signed and completed.
3. X **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. X The completed *Reference List* as provided with this RFQ.
6. X The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed in ink.
7. X Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
8. X The *Participation* page as provided within this RFQ has been signed and included
9. X The *Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference* section (if applicable) has been completed signed and included.
10. X *Bidder to Complete* page as provided with this RFQ.
11. X Verification of Department of Industrial Relations Contractor Registration.
12. X 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. X A description of the design and techniques that the bidder will use to complete the project.
15. X 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.	<u>926-5472</u>
Closing Date:	<u>July 19, 2016</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Waste Oil, Used Filters, Antifreeze and Solvent Disposal Services</u>

Return Checklist with your RFQ response.

COUNTY OF FRESNO
ADDENDUM NUMBER: ONE (1)
RFQ NUMBER: 926-5472
**WASTE OIL, USED FILTERS, ANTIFREEZE AND
SOLVENT DISPOSAL SERVICES**

Issue Date: July 7, 2016

IMPORTANT: SUBMIT QUOTATION IN SEALED PACKAGE WITH QUOTATION NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, PURCHASING
4525 EAST HAMILTON AVENUE, 2nd Floor
FRESNO, CA 93702-4599

CLOSING DATE OF QUOTATION WILL BE AT 2:00 P.M., ON JULY 19, 2016.

QUOTATION WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.

All quotation information will be available for review after contract award.

Clarification of specifications is to be directed to: Debbie Scharnick,
phone (559) 600-7110 or e-mail CountyPurchasing@co.fresno.ca.us.

NOTE THE ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 926-5472 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN IN BLUE INK AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

ACKNOWLEDGMENT OF ADDENDUM NUMBER One (1) TO RFQ 926-5472

COMPANY NAME:

Asbury Environmental Services

(PRINT)

SIGNATURE (In Blue Ink):

Michael Aven

NAME & TITLE:

Michael Aven, Manager Government Accounts

(PRINT)

Purchasing Use: DLS:ssl

ORG/Requisition: 55122205 / 5511600029

Addendum No. One (i)
Request for Quotation Number: 926-5472
July 7, 2016

Page 2

Notice is hereby given that Request for Quotation (RFQ) No. 926-5472 shall be amended to include the following:

- 1) The successful bidder shall furnish quarterly reports which document oil and filters collected within each quarter. The reports shall be reported as follows:
 - a) One (1) report that consists of a summary of oil and filters collected (Microsoft Excel format), as well as supporting manifests for the Fleet Services Division. This report shall be furnished to the following County representative:

Department of Internal Services, Fleet Services Division
ATTN: Dennis Kerns
4551 East Hamilton Avenue
Fresno, CA 93702
dkerns@co.fresno.ca.us

- b) One (1) report that consists of a summary of oil and filters collected (Microsoft Excel format), as well as supporting manifests for the Sheriff's Office Fleet Services. This report shall be furnished to the following County representative:

Fresno Sheriff's Office, Fleet Services
ATTN: Sgt. James Dockweiler
2200 Fresno Street
Fresno, CA 93721
james.dockweiler@fresnosherriff.org

- c) One (1) COMPREHENSIVE report that summarizes oil and filters collected (Microsoft Excel format), as well as supporting manifests for ALL County facilities (Fleet Services, Road Maintenance, American Avenue Disposal Site), as well as ALL Used Oil Certified Collection Centers (as outlined in Group I, Section B of RFQ 926-5472. This comprehensive report will be utilized for reporting purposes to the State of California, Department of Resources Recycling and Recovery. This report shall be furnished to the following County representative:

Department of Public Works and Planning, Resources Division
ATTN: Mike Griffey
2220 Tulare Street, 6th Floor
Fresno, CA 93721
mgriffey@co.fresno.ca.us

- 2) Paragraph 1 of Group I, Section B (Page 24) of the Quotation Schedule pertaining to the removal of oil and filters from Certified Collection Centers shall be amended to read as follows:
 - a) Used oil removal and used oil filter disposal services for thirty-six (36) used oil Certified Collection Centers (CCCs) listed in the following table. Additional centers may be added periodically to better serve do-it-yourself oil changers throughout the County. Potential new sites may include auto parts stores, repair facilities, municipal facilities, and others located in incorporated cities and/or surrounding communities including but not limited to Auberry, Biola, Caruthers, Clovis, Coalinga, Easton, Firebaugh, Fowler, Friant, Huron, Kerman, Kingsburg, Laton, Mendota, Orange Cove, Parlier, Prather, Reedley, Riverdale, Shaver Lake, San Joaquin, Sanger, Selma, Squaw Valley, and Tranquillity.

DIVISION STAFF REPRESENTATIVES – INVOICING, BILLING, AND PAYMENTS

NAME	DIVISION	ADDRESS	PHONE	EMAIL
Allen Moore	County Fleet Services	4551 East Hamilton Avenue Fresno, CA 93702	559.600.7530	amoores@co.fresno.ca.us
Stan Tiller	County Fleet Services	4551 East Hamilton Avenue Fresno, CA 93702	559.600.7530	stiller@co.fresno.ca.us
Todd Porterfield	County Fleet Services	4551 East Hamilton Avenue Fresno, CA 93702	559.600.7530	tporterfield@co.fresno.ca.us
James Dockweiler	Sheriff Fleet Services	2200 Fresno Street Fresno, CA 93721	559.600.8592	james.dockweiler@fresnosheriff.org
Jim Hodge	Road Maintenance & Operations	2220 Tulare Street, 6 th Floor Fresno, CA 93721	559.600.4240	jhodge@co.fresno.ca.us
Sally Lopez	Resources – Solid Waste Planning (Used Oil Recycling Program)	2220 Tulare Street, 6 th Floor Fresno, CA 93721	559.600.4259	mslopez@co.fresno.ca.us
Mike Griffey	Resources – Solid Waste Planning (Used Oil Recycling Program)	2220 Tulare Street, 6 th Floor Fresno, CA 93721	559.600.4259	mgriffey@co.fresno.ca.us
Craig Nickel	Resources – American Avenue Disposal Site	2220 Tulare Street, 6 th Floor Fresno, CA 93721	559.600.4259	cnickel@co.fresno.ca.us
Thomas Hunt	Resources – American Avenue Disposal Site	2220 Tulare Street, 6 th Floor Fresno, CA 93721	559.600.4259	thunt@co.fresno.ca.us

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

