



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

REQUEST FOR E-QUOTE NUMBER: 13DW88688C

PROJECT TITLE: *HAZARDOUS WASTE DISPOSAL SERVICES*

DEPARTMENT: Facilities & Transportation Services Department

DUE DATE: June 21, 2013

WILL BE RECEIVED UNTIL: 2:00 P.M.

LAST DAY FOR QUESTIONS: June 18, 2013

BIDDERS MAY SUBMIT REQUESTS FOR CLARIFICATION OR QUESTIONS REGARDING THIS E-QUOTE TO THE PURCHASING CONTACT PERSON LISTED BELOW. ANY REQUEST SHALL ONLY BE SUBMITTED IN WRITING (FAX OR E-MAIL). ALL RESPONSES TO WRITTEN REQUEST(S) WILL BE DISTRIBUTED AS ADDENDA TO THIS E-QUOTE AND POSTED ON THE FULTON COUNTY WEBSITE AT

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER (June 21, 2013) AT 2:00 P.M.

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT www.fultonvendoreselfservice.co.fulton.ga.us. BY THE DATE AND TIME INDICATED. You must be a registered vendor in order to respond to E-QUOTES.

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW VIA EMAIL ONLY. NO PHONE CALLS WILL BE ACCEPTED. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

CONTACT NAME:
DIANN WASHINGTON

E-MAIL ADDRESS:
diann.washington@fultoncountyga.gov

FAX NUMBER:
404-893-1747

All information requested on this sheet must be completed. Unless specifications indicate "NO SUBSTITUTE", items determined by Fulton County to be "EQUAL OR BETTER" will be given full consideration. All prices QUOTED must be "FOB DELIVERED" unless otherwise requested, and must be submitted in the format requested. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

**REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Quote ("E-QUOTE"). Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this e-quote, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for E-Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses must be submitted for e-quotes on-line via the Vendor Self Service system at <https://fultonvendorelfselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to e-quotes must be received no later than 2:00 p.m. on the date indicated.
3. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.
5. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
6. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
7. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for E-Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
8. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
9. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
10. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.
11. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.

12. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
13. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
14. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
15. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
16. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
17. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
18. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
19. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
20. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
21. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing & Contract Compliance, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, user department, or other person apart from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.
22. **BINDING AUTHORITY.** The individual submitting this E-QUOTE must have binding authority to submit contracts on behalf of the responding company. By submitting a response, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws, including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

REQUEST FOR E-QUOTE SPECIFICATIONS
Quote #13DW88688C
Closing Date: June 21, 2013
HAZARDOUS WASTE DISPOSAL SERVICES
Facilities & Transportation Services Department

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified vendors to provide Hazardous Waste Disposal Services on an as needed, when needed and if needed basis for the Facilities and Transportation Services Department.

2. CONTACT PERSON

Please contact Diann Wathington, Procurement Officer, diann.wathington@fultoncountyga.gov; Fax (404) 893-1747 only, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person via email only. No phone calls will be accepted. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

3. TERM OF AGREEMENT

This quote is for a twelve (12) month contract, commencing from date of award.

4. PRODUCT/SERVICE SPECIFICATIONS

Quoter(s) must provide labor and material to load, remove and dispose of hazardous waste material in EPA/OSHA specified containers. The quoter(s) shall be required to supply the container required for various material at designated locations.

The vendor is responsible to arrange equipment, transportation, disposal of the waste material and manifestation of all transactions in a manner approved by the County.

The vendor is to provide services twenty four (24) hours a day, seven (7) days a week.

Work performed outside the normal operating hours will be paid at a maximum of 1.5 times the normal rate.

Vendor will be provided with a schedule for carrying out services at each of the facilities. Any deviation from the schedule needs to be approved by an authorized representative of the County.

The Pricing Sheet attached to this specification gives information on the type of waste to be handled.

The vendor may be asked to collect waste from any Fulton County Government facility within the geographic confines of Fulton County.

The vendor shall respond to —emergency requests as shown in Section 5, Special Conditions/Instructions.

The vendor shall handle and manifest material in a manner complying with the relevant standards set by Federal/State EPA and/or Fulton County.

All personnel of the company that will work in County facilities must wear uniforms with their company logo clearly visible on them.

If the personnel report for work in a vehicle, that vehicle shall have the vendor's name or the company's name printed at the back or either sides of the vehicle.

At least one of the crew members should be able to communicate in English.

Permission to work in the facility will be strictly subject to meeting the above requirements.

Quoter shall require all transport drivers to possess a valid Commercial Driver's License and be certified for transportation of hazardous material.

*In order to respond to this Request for Quote, the Quoter must list the permit number(s) in the —Comment Section of the Quote Submittal.

*The quoter must possess a Current Facility Permit and shall provide the permit number as indicated below.

*The quoter must possess a Current Transporter Permit and shall provide the permit number as indicated below.

***Note: Copies of all Licenses and Permits required must be attached to your online response. Failure to provide a current Facility Permit Number, Transportation Permit Number and/or Proof of Insurance shall result in Rejection of the Quote**

5. PRICING SHEETS

Item	Description of Waste	Unit of Measure	Estimated Annual Qty.	Removal Price Per Unit
1	Used Refrigerant R-410A - 301b cyl,	Pounds	10 cyl.	\$
2	Used Refrigerant R-12 - 301b cyl	Pounds	5 cyl.	\$
3	Used Refrigerant R- 22 - 30Ib cyl	Pounds	10 cyl.	\$
4	Used Refrigerant R-123 - 301b cyl	Pounds	10 cyl.	\$
5	Used Refrigerant R-134A - 30Ib cyl	Pounds	10 cyl.	\$
6	Used Compressor/Hydraulic Oil	Each	2--55 gallon drums	\$
7	Used Dry Cells Storage Container 5 gallon bucket	Each	2--5 gallon buckets	\$
8	Used Lithium Cobalt Oxide cells Storage Container 35 gallon drum	Each	2--5 gallon drums	\$
9	Used electric ballasts containing PCB, Storage Container 5 gallon bucket	Each	2--5 gallon buckets	\$
10	Used transformer oil containing PCB, 35 gallon drum	Each	2--35 gallon drums	\$
11	Used non-PCB transformer oil	Each	2--55 gallon drums	\$
12	Used Fluorescent lamps 2ft	Each	1,500 each	\$
13	Used Fluorescent lamps 4ft	Each	6,750 each	\$

14	Used Fluorescent lamps 8ft	Each	600 each	\$
15	Used Fluorescent lamps — Compact	Each	300 each	\$
16	Used HPMV, LFMV and Halogen lamps and similar gas filled lamps	Each	50 each	\$
17	Used Photographic developer solution (KODAK/3M)	Each	2--55 gallon drums	\$
18	Used Photographic stabilizer solution (KODAK/3M)	Each	2--55 gallon drums	\$
19	Used offset printing ink -flammable	Each	2--55 gallon drums	\$
20	Used Blanket washer solution (cleaner for offset printing ink) -flammable	Each	2--55 gallon drums	\$
21	Used/expired paints, paint thinner and mix of paints	Each	2--55 gallon drums	\$
22	Petroleum based contaminated soil - Gasoline or Oil	Yard	25 yards	\$
23	State minimum charges, if applicable			\$_____/per hour
24	State labor rates applied for the work and which will be applicable if work is extended beyond normal operating hours			\$_____/per hour

NOTE: MSDS sheets available upon request

6. SPECIAL CONDITIONS/INSTRUCTIONS

The vendor may be required to work anywhere within the geographical confines of Fulton County, including but not limited to the sites listed below:

1. Material Management
3929 Aviation Circle, Building C
Atlanta, Georgia 30336
2. Carnes Justice Center
160 Pryor St
Atlanta, Georgia 30303
3. Fulton County Government Center
141 Pryor St
Atlanta, Georgia 30303
4. Central Library
1 Margaret Mitchell Square
Atlanta, Georgia 30303

Delivery requirements will be determined by the Fulton County Material Manager. However, the vendor must be well capable of responding to all calls within two (2) hours from the time of placing the call.

The vendor must be capable of responding to calls as below:

- A. Emergency Calls: Within two (2) hours from placement of call
- B. Routine Calls: Within twenty four (24) hours from placement of call

Invoicing

To expedite payment, send all invoices to the following address only:

**Fulton County Facilities & Transportation Services Department
3828 Aviation Circle, Building C
Atlanta, Georgia 30336
Attention: Material Management Manager**

Note: Invoices not sent to the address shown above are very likely to experience delay in payment.

7. INSURANCE & RISK MANAGEMENT PROVISIONS

Hazardous Waste Pickup and Disposal Services

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$1,000,000
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$1,000,000
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$1,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence - General Aggregate	\$1,000,000 -
\$2,000,000		
Products\Completed Operations	Aggregate Limit	-
\$2,000,000		
Personal and Advertising Injury	Limits	-
\$1,000,000		
Damage to Rented Premises	Limits	- \$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	- \$1,000,000
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(Including operation of non-owned, owned, and hired automobiles).

Include Broadened Pollution – Endorsement # CG9948 and MCS 90

4. **UMBRELLA LIABILITY**
(In excess of Auto GL and Employers Liability) Each Occurrence - \$1,000,000

5. **CONTRACTOR'S POLLUTION LIABILITY** Each Occurrence - \$1,000,000
(To include three (3) years of extended Completed Operations coverage or a three (3) year extended reporting period. To include Non-owned Waste Disposal Site Endorsement

If Broadened Pollution on Auto is not included, to be included by evidence of Transit Coverage under the Pollution Policy

Certificates:

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

The Contractor agrees to name the County as an additional insured using ISO Additional Insured Endorsement form CG 2010 11/85 or its equivalent. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insured.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Important:

It is understood that **Insurance in no way limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor/Vendor shall confine its apparatus; the storage of materials and the operations of its

workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of its obligations under this agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____

SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____