

REQUEST FOR PROPOSALS
TO PROVIDE SERVICES TO RECEIVE, PROCESS, LOAD, TRANSPORT, AND
MARKET COMPUTER UNITS

PURPOSE

Wake County is requesting responses from vendors who are qualified to provide services to receive, process, load, transport and market computer units (including, but not limited to, CPUs, printers, monitors, and keyboards) collected from Wake County's Multi-Material Drop-Off Facilities (MMDF). It is anticipated that such an agreement would be structured for one (1) year with terms for extension, subject to requirements by Wake County and the selected vendor. Wake County will explore the feasibility of entering into a multi-year agreement with a qualified vendor.

BACKGROUND

The North Carolina Department of Environment and Natural Resources, Division of Pollution, Prevention and Environmental Assistance (DPPEA) in their 1998 Market Assessments Publication, estimated that:

- . The average household has at least one CRT containing monitor at 45 pounds per unit. Wake County has 247,428 households (from the 1999-2000 State Solid Waste Management Annual Report). $[(1)(45)(247,428)/2000 \text{ lbs} = 5,567 \text{ tons}]$
- . The life cycle of CRT's is 10 years, including use and storage, $[(5,567)/10 = 556 \text{ tons per year}]$. This calculation assumes that a constant number of CRT-containing items are disposed at a constant rate annually and also that as many go into storage as come out.
- . Workplaces have approximately the same number of CRT's as residences so the annual amount of CRT monitors generated per year is 1112. $[2(556) = 1112 \text{ tons}]$.

As a pilot project, Wake County Government collected computer CPUs, monitors, keyboards, printers and other equipment at the Christmas Wrap-Up Recycling Event on January 6, 2001. The County collected: 484 monitors; 3,400 pounds of printers; 10,090 pounds of CPUs; 1,536 pounds of keyboards and other miscellaneous computer equipment. The only other active local government computer collection program is through the Town of Cary, North Carolina. The Town of Cary offers computer collection at the curb.

OBJECTIVES

The primary objective is to recycle computer units through any and all available markets and to complying with all federal, state and local processing regulations.

Secondary objectives include, but are not limited to;
Possible program expansion to accept and recycle additional electronic equipment (other than computers) in the future.

WAKE COUNTY RESPONSIBILITIES

Responsibilities of Wake County will include:

- . Provide collection facilities for computers units through the Wake County Multi-Material Drop-Off Facilities. These are located at: 9004 Deponie Drive, Raleigh, NC and 6000 Old Smithfield Road, Apex, NC. These facilities offer dock space with a covered carport area. There is one (1) dock bay open at each location for computer collection. Staff is located at these facilities, but if used, would require a contract amendment with Wake County's primary contractor.
- . Contract with a private company to receive, process, load, transport and market the computer units.
- . Provide public education on program requirements.

SCHEDULE

Vendors should consider the following schedule for the beginning of implementation. The dates for the release of the RFP and the date proposals are due are the only firm deadlines listed below.

- . July 23, 2001 - Proposals due from vendors.
- . August 6, 2001 - Vendor selected and contract amendment process started with private contractor.
- . September 3, 2001 - Vendor begins accepting computer units from Wake County MMDF Facilities.

Proposals must be honored and valid through July 23, 2001 for consideration.

PROPOSAL REQUIREMENTS

Each vendor's proposal submission must comply with the following to be considered:

- A. The response shall be submitted stating on the exterior of the package:
Wake County Solid Waste Management, Request for Proposals
Response: Computer Recycling

- B. Three (3) double-sided copies should be included in the package and be submitted to:
Wake County Solid Waste Management
P.O. Box 550
Raleigh, NC 27602
Attn: Kelley Dennings

- C. All proposals must be received at the above address no later than 5:00 p.m., July 23,2001. Any vendor who submits a package after this deadline will not be considered, and the proposal will be returned unopened.

- D. Vendor agrees to defend, indemnify, and hold harmless the County, for all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the vendor, except to the extent same is caused by the negligence or willful misconduct of the County. It is the intent of this section to require the vendor to indemnify the County to the extent permitted under North Carolina law.

- E. The Vendor shall obtain, at his sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Risk Manager.
 - Workers' Compensation Insurance, with limits for Coverage A Statutory-State of North Carolina and Coverage B Employers Liability \$500,000 each accident, disease policy limit and disease Each Employee.
 - Commercial General Liability - Combined single limits of no less than \$1 ,000,000 each occurrence and \$2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability.
 - Commercial Automobile Liability, with limits of no less than \$500,000 Combined Single Limit for bodily injury and property damage. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought on a Wake County site.

All insurance companies must be licensed in North Carolina and be acceptable to the County's Risk Manager. Insurance Policies, except Workers' Compensation, shall be endorsed (1) to show Wake County as additional insured, as their

interests may appear and (2) to amend cancellation notice to 30 days, pursuant to North Carolina law. Certificates of insurance shall be signed by a licensed North Carolina agent and be amended to show "thirty (30) days' notice of change or cancellation will be given to the Wake County Risk Manager by certified mail."

If an "ACCORD" Insurance Certificate is used, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "cancellation" paragraph of the form shall be deleted. Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

Wake County Risk Manager
Room 900 - WCOB
P. O. Box 550
Raleigh, NC 27602

If the Provider does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Wake County may be considered.

OPERATIONAL QUALIFICATIONS

Proposals should include:

- A. A statement that clearly specifies the location and type of the vendor's business. Also include information with details regarding existing facilities and equipment and whether other facilities and equipment will be constructed, acquired, leased or purchased to recycle Wake County computers.
- B. An explanation as to how the vendor will receive, process, load, transport and market the computer units. Including, but not limited to; needed staff, needed equipment, how material will be stored, number of trucks, how material will be processed and where the end market(s) will be (including a Certificate of Liability).
- C. An explanation of how and where the vendor will provide and use scales to verify the quantity of materials received and marketed.
- D. An explanation of how the vendor will provide monthly accounting to Wake County and/or its contractor for:
 - . Quantity and type of material received and recycled.
 - . Material disposed of as residual trash.
- E. A list of product specifications for each commodity: The vendor shall indicate market characteristics and/or specifications of each material within any designated categories, to the greatest extent possible. (For example, contamination allowances, unacceptable material, etc.).
- F. Vendor experience including references.

G. Details regarding financial resources of the company, including;

- . Current balance sheet (equity/debt, assets, liabilities).
- . Most recent annual profit and loss statement.
- . Statement of ownership.

H. Timeline for receipt of materials, or specific dates that vendor will have the ability to receive any or all materials.

FINANCIAL PROPOSAL

The vendor must make a detailed financial proposal to Wake County, including proposed per-ton amount paid or charged to the County to receive, process, load, transport and market the computer units. If applicable, this should be presented by material type and any relationship the material has to the overall mix of materials. The vendor must prepare a financial proposal for one (1) year with terms for an extension.

Detailed financial arrangements should be included in the vendor's response that states all necessary information for evaluation.

Vendor shall be fully responsible for all aspects of processing, and marketing recyclables, including but not limited to; expenses for personnel management, capital facility and equipment, operational expenses, utilities and fuel, repair and maintenance, trash residue, insurance and security, administration, and any other cost associated with receiving, processing, loading, transporting and marketing recyclables, UNLESS OTHERWISE SPECIFICALLY DETAILED in the proposal.

EVALUATION

A proposal review team, which will include Wake County staff and Waste Industries, Inc. staff will review vendor submissions. The qualified vendors will be ranked according to an evaluation of their proposed contents. Proposals will be evaluated on merit and will not be awarded on the basis of cost alone.

A vendor must demonstrate that all criteria set forth herein are met. Proposals received will be evaluated on qualifications, financial proposal, and responsiveness to Wake County objectives, including but not limited to:

- . Responsiveness to RFP, including approach to pricing based upon variable throughput.
- . Overall service agreement proposal.
- . Financial proposal.
- . Technical feasibility of proposal.
- . Technical qualifications and reliability of vendor.
- . Computer and computer related experience of vendor.
- . Financial resources and capability of vendor.
- . Capacity to implement proposal and begin removing material within the anticipated schedule.

- Location of vendor's facility.
- Performance guarantees.

It should be emphasized that Wake County, as a public agency, is mandated to act in the best interest of the public at all times and to discharge its duties in a manner that is both responsive and equitable to residents. Therefore, Wake County reserves the right to:

- Re-issue the RFP should facts and/or circumstances arise which would warrant such action.
- Supplement, amend or otherwise modify this RFP.
- Negotiate with vendor for amendments or other modifications to vendor's proposal.
- Reject any or all proposals.

Failure or inability of vendor to recover, reuse, or recycle listed materials for acceptance, processing, transportation, and marketing (except for contamination) will invalidate vendor's response, and will be cause to terminate any subsequent agreement between the vendor and Wake County and/or its assigns which may result from this RFP.

The County may terminate this Contract immediately for unsatisfactory performance by the Contractor. The County or Contractor may terminate this Contract upon serving one-hundred eighty (180) days written notice of such to the other party, for any other reason which the County or Contractor, in its sole discretion, deems to be an appropriate reason for termination.

CONTACT

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