

REQUEST FOR PROPOSALS
TO PROVIDE SERVICES
TO ACCEPT, PROCESS, LOAD, HAUL, AND MARKET RECYCLABLE
MATERIALS IN
Franklin, Granville, Person, Vance, and Warren Counties, North Carolina

PURPOSE

The Kerr-Tar Regional Council of Governments (Hereinafter, the COG), a regional planning and economic development council representing county governments in Franklin, Granville, Person, Vance, and Warren Counties (Region K), is requesting responses from vendors (hereinafter VENDOR) who are qualified to provide services to accept, process, load, transport, and market white goods and other scrap metals collected in the five counties: Franklin, Granville, Person, Vance, and Warren.

For the purposes of this proposal, white goods shall be defined as those items that include inoperative and discarded refrigerators, ranges, water heaters, freezers, and other domestic and commercial large and small appliances. The term also includes other discarded domestic and commercial scrap metal that is typically found in the region's white goods collection programs.

The Region K county governments through the COG will each explore the feasibility of entering into a joint multi-year agreement with a qualified VENDOR to provide necessary processing, loading, transportation and marketing (recycling) needs of the white goods for Region K. It is anticipated that such agreements would be structured for a minimum duration of three (3) years and a maximum of five (5) years and may contain terms for extensions, subject to requirements of the COG and the selected VENDOR.

BACKGROUND

White goods programs are relatively similar in all of the Region K counties. All counties currently provide white good collection and/or storage service for all citizens and businesses within their borders including those with local municipal boundaries. All the County collection systems consolidate white goods in one location in each county. These locations, along with their corresponding processed white goods rates for 1999-2000 are listed in the table below:

Franklin County Transfer Station 10 Landfill Road Franklinton, NC 27525 Contact: John Faulkner	500 tons/yr (919) 496-5002
Granville County Landfill 6584 Landfill Road Oxford, NC 27565 Contact: Jason Falls	680 tons/yr (919) 603-1355

(for Person County) Upper Piedmont Environmental Landfill 9650 Oxford Road Rougemont, NC 27572 Contact: Paul Bailey	(336) 597-1749	500 tons/yr
Vance County Landfill NC 39 North Henderson, NC 27536 Contact: Andrew Evans	(252) 492-3036	405 tons/yr
Warren County Landfill Baltimore Road Warrenton, NC 27589 Contact: Marshall Brothers	(252) 257-1538	275 tons/yr

Quantities of white goods materials are documented and in some cases additional inventories may have existed and therefore should be construed as estimates only, and shall not be construed as warranties or guarantees of the amount of white goods what will actually be available by the participating counties within the Region. ***These figures should be used as a representation of the estimated service throughout if all counties and their municipalities choose to participate fully in the regional white goods program. Vendors are strongly encouraged to construct proposals for various rates of participation to allow for counties that may choose to not participate in a regional project.***

OBJECTIVES

The primary objective of the member governments of the COG is to achieve economies of scale realized through a coordinated contract with one VENDOR for the appropriate disposal of white goods.

Secondary objectives include, but are not limited to,

- Reducing the amount of waste being placed in area landfills,
- Ensuring the proper removal and disposal of CFCs and motors from white goods as required by law,
- Maximizing public participation in white goods recycling programs,
- Increasing public convenience for white goods recycling,
- Simplifying county white goods processes, and
- Minimizing the environmental impact of solid waste on the environment.

REGION K MEMBER RESPONSIBILITY

Responsibilities of participating Region K counties will include:

- Counties are responsible for aggregation of their materials to a central location, per the above table,

- Quality control and purity levels of materials stored for VENDOR as defined by VENDOR in submitted proposal.
- Education, promotion and publicity for the white goods program.

VENDOR RESPONSIBILITIES

Responsibilities of the VENDOR shall include, but not necessarily be limited to the following:

- White goods and related materials (motors, etc.) shall be picked up on a regular schedule, with pick ups to occur at least once every two months.
- Except in Granville County, VENDOR will be responsible for CFC removal.
- Removal and/or separation of materials shall be based on market conditions.
- That portion of County sites devoted to white goods must be cleared and cleaned by the VENDOR as much as possible.
- This RFP must clearly define what will and won't be taken by VENDOR., and
- VENDOR must provide its own equipment.

SCHEDULE

VENDORS should consider the following schedule for the beginning of implementation. As previously stated, a contract date has not been defined for this RFP. The dates for release of the RFP, for the Pre-bid meeting and for the date proposals are due are the only firm deadlines listed below. Other dates should be considered goals of the COG and its member counties.

Schedule:

July 12, 2001	Pre-bid meeting with interested VENDORS
July 16, 2001	Proposals due from VENDORS
July 17, 2001	Open proposals, begin selection of top proposal
September 4, 2001	VENDOR contracts negotiation/signing (anticipated)
September 15, 2001	Start of chosen service contract (anticipated)

Proposals must be honored and valid through September 15, 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:

Kerr-Tar Regional Council of Governments Recycling Request for Proposals
RESPONSE, DO NOT OPEN BEFORE July 17, 2001

Submitted by:
 Firm Name

Address
Contact Person
Telephone Number

- B. Three (3) FULL copies shall be included in the package and be submitted to:
Kerr-Tar Regional Council of Governments
510 Dabney Drive, P. O. Box 709
Henderson, North Carolina 27536
Attn: Rick Seekins, Economic Planner
- C. All proposals must be received at the above address not later than 5:00 P. M., July 16, 2001. Any VENDOR who submits a package after this deadline will not be considered, and the proposal will be returned unopened.
- D. VENDOR shall agree to indemnify and hold harmless the Kerr-Tar Regional Council of Governments and the participating counties from any claims or liabilities arising out of the activities of VENDOR, and fulfilling the provisions of any contract entered into, without limitation, indemnification against taxation by any jurisdiction or agency and against any claims involving the receipt, processing, transportation, and marketing of designated white goods as described herein.
- E. VENDOR shall be responsible for acquiring and maintaining satisfactory insurance and licenses to comply with the applicable federal, state and local laws. VENDOR shall provide proof of the required insurance and licenses at the time of entering into agreements with the counties of Region K. Types of insurance and licenses include but are not limited to:
 - Comprehensive general liability
 - Automotive liability
 - Fire and Casualty
 - Workers compensation (if applicable)
 - CFC handling and disposal.

QUALIFICATIONS

- A. A statement that clearly specifies the location and type of the VENDOR's business facilities and equipment and whether this facility and equipment is existing or acquired and whether such facilities and equipment will be leased or purchased.
- B. Information and explanation as to how the VENDOR will collect, process, transport, and market the white goods materials, including frequency of service provision, etc.
- C. Explanation of how and where the VENDOR will provide and use scales to verify the quantity of materials received and marketed. Note that the certified scales are available on or near every white good storage location in each county and the counties prefer the use of these existing scales for weight verification.
- D. Explanation of how the VENDOR will provide accounting to the COG and the participating counties and/or their assigns for:
 - Quantity and type of material received

- Prices paid or charged for materials
 - Material disposed of as residual trash, and
 - Record of cooling units processed and coolant amounts removed.
- E. Product specification for each commodity: **VENDOR** shall indicate market characteristics and/or specifications of each material within any designated categories, to the greatest extent possible. (For example, white goods containing CFCs, wire limitations, contamination allowances, etc.)
- F. **VENDOR** experience including references
- G. 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 the Kerr-Tar COG, including proposed per-ton amount paid or charged to the participating counties for the acceptance, processing, transportation, and marketing of the white goods. 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 three (3) years with an option of five (5) years in duration.

Detailed financial arrangements should be included in the **VENDOR**'s response that states all necessary information for evaluation. At minimum, this should include prices paid to the program participants (the Region's counties). All financial arrangements in contracts will be made directly between the **VENDOR** and each county.

VENDOR, not COG or the Region's counties, 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 (or collecting), processing, and marketing recyclables, UNLESS OTHERWISE SPECIFICALLY DETAILED in the proposal.

The **VENDOR** and/or any participating county may terminate this Contract at any time giving at least thirty (30) days notice in writing to the other party. If the Contract is terminated by either party as provided herein, the **VENDOR** will be paid for the services and expenses incurred up to the termination date.

EVALUATION

A proposal review team, which will include COG staff, county solid waste and waste reduction employees in the region, and other counsel, will review **VENDOR** submissions.

The qualified VENDORS will be ranked according to an evaluation of their proposed contents. Proposals will be evaluated as a set of professional service contracts and, if awarded, 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 COG objectives, including but not limited to:

- Responsiveness to RFP, including approach to pricing based upon variable county participation,
- Overall service agreement proposal,
- Financial proposal,
- Technical feasibility of proposal,
- Technical qualifications and reliability of VENDOR,
- White goods experience of VENDOR,
- Financial resources and capacity of VENDOR,
- Capacity to implement proposal and begin removing material at the sites within the anticipated schedule,
- Location of VENDOR's facility, and
- Performance guarantees.

It should be emphasized that the COG and the counties of Region K, as public agencies, are mandated to act in the best interest of the public at all times and to discharge their duties in a manner that is both responsive and equitable to the residents of the region and their representative governing bodies. Therefore the COG reserves the right to:

- Re-issue this RFP should facts and or circumstance 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, and/or
- Accept more than one proposal.

Failure of VENDOR to recover, reuse, or recycle listed materials for acceptance, processing, transportation, and marketing (except for contamination) will invalidate the VENDOR's response, and will be cause to terminate any subsequent agreements between the VENDOR and Region K counties and/or their assigns which may result from this RFP.