

**COUNTY OF BRUNSWICK
REQUEST FOR PROPOSALS FOR
WHITE GOODS COLLECTION**

Brunswick County is requesting proposals (RFP) for processing and transportation services of white goods collected at the Brunswick County Landfill in Bolivia, NC.

A copy of the complete proposal may be obtained from Micki Bozeman, Brunswick County Operation Services, 179 March 9th 1764 Dr., (Post Office Box 249), Bolivia, North Carolina 28422, 910-253-2524 or from our website at www.brunswickcountync.gov.

All proposals are to be faxed, emailed, hand delivered or received by mail no later than August 26, 2016 by 4:00 p.m. Each should be clearly marked **Proposal Response – White Goods.**

These materials should be delivered to:

Mail: Micki Bozeman, Solid Waste & Recycling Coordinator
Brunswick County Operation Services
P. O. Box 249
Bolivia, NC 28422

Hand Delivered: Micki Bozeman, Solid Waste & Recycling Coordinator
Brunswick County Operation Services
Building L
179 March 9th, 1764 Drive, NE
Bolivia, NC 28422

*Questions may be directed to Micki Bozeman at (910) 253-2524 or
micki.bozeman@brunswickcountync.gov.*

August 10, 2016

County of Brunswick

Request for Proposals

The County of Brunswick requests proposals from firms and businesses to provide processing and transportation services for white goods and other scrap metal collected and stockpiled at the site of the Brunswick County landfill facility in Bolivia, North Carolina.

I. General Information

North Carolina Senate Bill 111 and House Bill 1109, ratified in 1989 and 1991, respectively, prohibit the disposal of “white goods”, defined in G.S. 130A-290 as “refrigerators, ranges, water heaters, freezers, unit air conditioners, washing machines, dishwashers, clothes dryers, and other similar domestic and commercial large appliances,” in municipal solid waste landfills. Additionally, under Section 608 of the Clean Air Act, as amended in 1990, and 58 CFR 28660, chlorofluorocarbons (CFCs) and hydro-chlorofluorocarbons (HCFCs) must be recovered and recycled during the servicing and disposal of air conditioning and refrigeration equipment. The County received approximately 866.79 tons of white goods and other scrap metal at the County’s landfill facility during FY 15-16. The County desires proposals from firms and businesses to: 1) recover and/or recycle CFCs and HCFCs from white goods collected and stockpiled at the County landfill facility, and 2) transport all processed white goods and other scrap metal from the landfill facility to a legitimate scrap metal dealer.

II. Scope of Work

- A. The contractor shall provide all equipment, materials, and labor necessary to process and transport white goods and other scrap metal at the County landfill facility, and shall be responsible for all costs associated with performing the service. The contractor shall remove, recover and/or recycle refrigerants, compressors, capacitors, and oil for each white good unit requiring such processing prior to sale to a scrap metal dealer. The contractor may elect to process white good units and scrap metal at the landfill facility or transport them to an alternative processing facility operated by the contractor. All loading and transportation of processed units and units not requiring processing from the landfill facility and/or alternative facility shall be performed by the contractor. The contractor shall transport all required equipment, materials, and personnel to the landfill facility within 30 days of contact by the County, with the exception of Sundays and nationally recognized holidays. The landfill facility shall be available to the contractor Monday through Saturday, 8:00 am to 4:00 pm.
- B. Following the removal, recovery and/or recycling of all refrigerants, compressors, capacitors, and oil, the contractor will haul the units to a scrap metal dealer. The

contractor shall agree to meet any additional requirements regarding the preparation of the units imposed by the scrap metal dealer.

- C. The contractor shall retain all revenues generated from the sale of the scrap metal. Any revenues received in excess of those projected by the contractor for a given period shall be considered and may affect the price negotiations for the next contract term.
- D. The contractor shall maintain records and submit monthly reports of all contractual activities undertaken each month, or fraction thereof. The reports will be furnished to the County on the 10th day of the next consecutive month following the month for which the report was prepared. A final report, summarizing information for the length of the entire contract period shall be submitted by the 10th day of the first month following the conclusion of the contract period. The reports shall include:
 - 1. The total tonnage of white goods and other scrap metal processed at the landfill facility.
 - 2. The total tonnage of white goods and scrap metal transported to scrap metal dealer(s).
 - 3. Copies of scrap dealer receipts and/or invoices indicating tonnage of white goods and scrap metal sold, and the revenues paid to the contractor.
 - 4. The total revenue received by the contractor for the total amount sold.
 - 5. The total volume of CFCs and HCFCs recovered and/or recycled from the white goods.
 - 6. Copies of certifications or other verification that all CFCs and HCFCs were recovered and/or recycled in compliance with all federal and state laws, for each of the white good units requiring such processing, prior to being transported to market.

III. Contract Requirements

A. Equipment Requirements

- 1. The contractor must provide documentation that equipment to be used in the recovery and/or recycling of CFCs and HCFCs has been certified by an EPA approved testing organization or has otherwise been exempted from the certification requirement.
- 2. All equipment and vehicles must be properly registered and insured in accordance with the Motor Vehicle Laws of the State of North Carolina.

3. Equipment shall conform to all federal, state, and local safety regulations.
4. The contractor shall maintain all equipment.
5. Alternate equipment, meeting the above requirements, must be available to ensure the timely fulfillment of the contract.

B. Insurance Requirements

Please see the requirements listed as “Attachment A”.

IV. Price and Type of Bid

The bid price proposed by the contractor shall include: 1) a percentage of the market value and a minimum price per ton to be received by the County to recover and/or recycle the CFCs and HCFCs, remove and properly dispose of compressors, capacitors, and oil, and haul all units at the landfill facility to a legitimate scrap metal dealer. The market value shall be based on the AMM index market price of Number 2 bundles-Philadelphia. The County does not guarantee a minimum tonnage of white goods and scrap metal to be received at the landfill facility. All proposals shall be valid for a period of 60 days following the proposal submission deadline. Throughout the term of this contract if AMM removes the current price index the Contractor shall use the price index of the nearest region.

V. Proposal Content

The package shall include an original and two copies with the following information:

1. The company name, address, and telephone number.
2. The name, address, and telephone number of a company representative with the authority to answer questions or provide clarification regarding the proposal's contents.
3. The scope of service to be provided with a detailed description of how the work will be performed; the plans for ultimate disposal and/or recycling of all recovered CFCs, HCFCs, and oil; and the equipment and personnel to be used to insure work finalization.
4. Any assistance or requirements from the County.
5. List of key personnel to be assigned to perform the service and their qualifications.
6. A detailed company history.

7. Reference list of completed or current contracts, including the name and telephone number of a contact person for each reference listed.
8. A projection of anticipated revenues from sale of the scrap metal.
9. A bid price proposal following guidelines from section IV of this document.

VI. Time of Performance

The contract period shall be for one year from the date the contract is signed. The contractor shall begin service within 30 days after this date.

VII. Right to Reject

The County reserves the unqualified right to reject any or all proposals when such rejection is deemed to be in the best interest of the County.

VIII. Option to Extend

The County has the option, upon mutual agreement with the contractor, to extend the terms of the contract for up to two (2) one-year extensions.

IX. Cost to Prepare Proposals

Any cost incurred by a contractor in preparing or submitting a proposal is the sole responsibility of the contractor and will not be eligible for reimbursement by the County.

X. Right to Submitted Proposals and Supporting Documents

All written correspondence, proposals, and supporting documents received by the County regarding the Request for Proposals will become property of the County.

XI. Proposal Deadline

All proposals must be received by 4:00 pm on August 26, 2016 at the Brunswick County Solid Waste Department, PO Box 249, Bolivia, NC 28422.

XII. Inquiries

All inquiries concerning this Request for Proposals may be directed to Micki Bozeman, Brunswick County Solid Waste & Recycling at (910) 253-2524 or micki.bozeman@brunswickcountync.gov.

**Brunswick County
Operation Services Department**

Stephanie Lewis, Director

Construction & Grounds
Building & Park Maintenance
Custodial Services



Solid Waste & Recycling
Mosquito & Water Management
Service Center

APPENDIX A

White Goods Proposal Form

This form is to be completed and included with the proposal package.

Company Name: _____
Contact Person: _____
(name & title) _____
Address: _____

Phone Number: _____
Fax Number: _____

Percentage of market value of Number 2 Bundles – Philadelphia Market: _____ %
Minimum price per ton \$ _____

_____	_____	_____
Name, Title (Print)	Signature	Date



BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS

At contractor's expense, contractor shall procure and maintain the following recommended lines of insurance according to the scope of work. The County may choose to elect higher or lower coverages according to the work performed. Contractors must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best.

A. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury Limit
- \$ 5,000 Medical Expense Limit

B. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

- \$500,000 Each Accident
- \$500,000 Disease - Each Employee
- \$500,000 Disease - Policy Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

- \$1,000,000 Combined Single Limit – Any Auto

D. PROFESSIONAL LIABILITY

- \$1,000,000 Per Occurrence

E. POLLUTION LIABILITY INSURANCE

- \$1,000,000 Per Occurrence

When a contractor is required to bind pollution/environmental coverage, the contractor must provide evidence of continuation or renewal of liability insurance for a period of three (3) years following termination of the agreement.

ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

- A. Contractor agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Contractor, its employees or agents. Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto.

The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- E. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
- F. The Certificate of Insurance should note in the Description of Operations the following:
 - Department: Solid Waste
 - Contract #: _____
- G. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management personnel within twenty-four (24) hours.
- I. Certificate Holder shall be listed as follows;
 - ATTENTION: Brunswick County Risk Manager
 - 30 Government Center Dr. NE
 - P.O. Box 249
 - Bolivia, NC 28422
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.