1. SCOPE OF SERVICES

Lake County is requesting proposals from qualified vendors to provide all labor, transportation, fuel, incidentals, supervision, and equipment necessary for recycling/reclamation services of end of life electronics. The contract shall be for household electronics (E-Cycling) collected at the Central Solid Waste Facility and at mobile collection events. The Central Solid Waste Facility is located at 13130 County Landfill Road, Tavares, Florida 32778.

The County's Central Solid Waste Division collects end-of-life electronics from Lake County residents and other landfill customers. The elimination of this waste stream at the County's landfills is the focus of this RFP; however, certain electronic parts are valuable for their content of precious metal or may be reused by other consumers. Vendors are requested to provide pricing on complete, unaltered electronic pieces and on electronic pieces that have been broken down into their component parts (de-manufactured).

Pricing forms are included in Attachment 2. Award will be made based on the combined overall total of the highest proposed amount to be paid to the County for electronic units listed on Price Form 1 and Price Form 4. Vendors must submit pricing for all items on Price Form 1 and Price Form 4 for the proposal to be considered responsive. A fair and reasonable price should be submitted for all items that are part of the basis of award; failure to abide by this requirement may cause the proposal to be declared non-responsive. Lake County shall be the sole judge of what is fair and reasonable. The County reserves the right to reject any or all proposals and waive any minor irregularities in the proposals received, if deemed to be in the best interest of the County.

2. GENERAL REQUIREMENTS

2.1 **Subcontractors:** Portions of the work required under this bid may be performed by subcontractors. The vendor shall submit a list of all subcontractors the vendor may use during the term of the contract as Tab I of their proposal (See Section 1.14.1 for proposal format). This list shall include the name of the firm, address, telephone number, name of any officer, or agent, and the type of work or service the subcontractor shall perform under this RFP. Should the awarded vendor require subcontractors to perform any work during the course of the work assigned under this bid, the awarded vendor must provide a list of subcontractors to the County for approval. The awarded vendor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for those acts any of them may be liable to the same extent as if they were employed by the awarded vendor. Any work performed by the awarded vendor or subcontractor must meet all regulated deadlines.

It is the sole responsibility of the awarded vendor that, should subcontractors be utilized by the vendor for any portion of the work, those subcontractors shall meet or exceed the same requirements as the awarded vendor.

2.2 **Experience/Reference:** The vendor shall show that they have been continuously engaged in the business of collecting, transporting and properly recycling/disposing of Cathode

Ray Tubes (CRT), televisions, CPUs and similar electronic scrap (not including fluorescent tubes and Mercury Containing Devices) for a period of not less than three (3) years. The vendor should submit at least three (3) references, other than Lake County, to whom they have provided similar services in the past three (3) years. See Section 5, Attachments, for forms**.**

2.3 **Notification and Reporting Requirements:** Under a contract arising from this RFP, the awarded vendor shall provide the County with copies of EPA notifications for all out of country shipments of CRTs.

2.3.1 For CRTs destined for reuse: In addition to the currently required one-time notification for exports covering a twelve (12) month period, the vendor shall report:

A. How often exports are shipped (frequency of shipments)
B. Estimated total quantity to be exported
C. All points of entry to and departure from transit countries
D. Description of the mode of transport (sea, land, etc.)
E. Name and address of the ultimate destination facility
F. A description of the manner in which the CRTs will be reused

2.3.2 For CRTs destined for recycling: In addition to the currently required detailed notification to EPA and receiving country consent of exports for each individual shipment, annual reporting of:

A. Total quantity of shipments in kilograms
B. Frequency of shipments
C. Ultimate destination facilities where the CRTs were recycled

2.4 **Safety:** The vendor shall submit a Comprehensive Safety Plan for use by the vendor and its subcontractors. The Comprehensive Safety Plan shall include a Spill (Breakage) Contingency Plan for preventing, controlling and containing any breakage at the County's facilities.

2.5 **Disposal:** The vendor shall submit a Waste Disposal Site List that will include all sites the vendor shall use for the recycling of electronic scrap (i.e., end markets); and all sites the vendor shall use for the disposal of any hazardous portions of the County's scrap. This list shall include the name, address, telephone number, fax number and recycling or disposal methods of each site; and shall detail the type of wastes the vendor shall dispose of at each site. If the Waste Disposal Site is an incinerator, the awarded vendor shall furnish the Disposal Site's "Ash Management Plan" as a requirement of this RFP.

Additional or alternative disposal sites may be utilized by the awarded vendor for services within the scope of this RFP with written authorization from the County.

2.6 **Market Agreements:** Proof of market agreements should be provided with the submittal. Such documentation may be in the form of letters of agreement/contracts on subcontractor letterhead or copies of agreements indicating scope of agreement, dates and signatures.

2.7 **FDEP Requirement:** The awarded vendor shall provide documentation from the Florida Department of Environmental Protection (FDEP) that the vendor has (1) provided the notification to the State of Florida pursuant to 40 C.F.R. section 273.32 as adopted by Florida as Rule 62-730.185, Fla. Admin. Code, and (2) registered as a handler of universal waste mercury-containing devices pursuant to Rule 62-737.400(3), Fla. Admin. Code. Any hazardous portions of the County's waste that are not recycled or beneficially reused shall be delivered only to a fully permitted Part B Resource Conservation and Recovery Act (RCRA) facility which maintains a permit from the Environmental Protection Agency (EPA) or from an authorized state, and is designated as a Treatment, Storage and Disposal Facility as defined in 40 C.F.R. section 264. As part of this RFP, Lake County reserves the right to stipulate the method of disposal used for these wastes a give preference to use of recycling technology above disposal of the electronics waste.

2.8 **See Attachment PSA announcement**

2.9 **Storage Containers and Materials:** The vendor shall provide delivery and pick up service for their open roll-off boxes at the Central Solid Waste Facility during regular business hours as listed in Section 1.18. All wastes collected at the Central Solid Waste Facility will be stored in open roll-off containers for pick up according to mutual agreement between the awarded vendor and the County, and stipulations of DOT regulations. Service shall be received at the landfill facility specified by the County representative within seventy-two (72) hours of initial request.

The awarded vendor is responsible for the segregating and itemizing of electronics placed in roll-off containers (van trailers) which must be performed at their own facility. The awarded vendor shall return empty roll-offs (van trailer) to the Central Solid Waste Facility prior to picking up any additional containers.
County containers that will accommodate the volume of collected electronics on site
The vendor is required to submit a list of any components, commodities, or parts of the collected waste upon the County's request.

2.10 **Pricing:** All prices submitted in bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with Section 1.6 of Special Terms and Conditions.

Vendors shall propose the highest dollar amount to be paid to the County for each electronic unit listed on the line item – OR - the lowest amount the County shall pay for

each electronic unit listed on the line item. Vendor shall indicate a "+" before the dollar amount for payment to the County; a "-" before the dollar amount for the amount the County would pay the vendor.

There are six (6) Price Forms included in the Attachments Section (Section 5) to be completed and submitted in the proposal:

- Disposal of Whole (Unaltered) Electronics (Reclaimed)
- Disposal of Whole (Unaltered Electronics (Hazardous Waste Landfill)
- Recycling of De-Manufactured Electronics (Hazardous Waste Landfill)
- Recycling of De-Manufactured Electronics (Reclaim)
- Reuse of Whole (Unaltered) Electronics (Reuse)
- Associated Miscellaneous Metals, Transportation, and Mobile Collection Events

Miscellaneous home electronics, as grouped on Attachment 5, 'Electronics Recovered 2020' shall include all miscellaneous items that are not otherwise categorized. These miscellaneous items can be found on Attachment 6, 'Estimated Weight Quantities from 2020'.

Vendors must enter "N/A" on Price Forms 2, 3, 5, and 6 under "Price Per Unit/ Pound" for any item for which a price is not being submitted. "N/A" will not be accepted on Price Forms 1 and 4 as pricing for all items must be provided in order to be considered as responsive.

If your company is unable or unwilling to offer Reuse of Electronics as an option, place a 'UA/UW' in "Price Per Unit/ Pound". Vendors that claim to reuse but are unable or unwilling to reuse may be deemed non-responsive.

2.11 **Violations:** The awarded vendor shall submit a list of all Notices of Violation the vendor and each subcontractor has received in the United States for the last three (3) years.

The awarded vendor shall notify the County within forty-eight (48) hours of receipt of any notice of a legal or regulatory action or any Notice of Violation taken against the awarded vendor or subcontractors utilized within the scope of this RFP.

2.12 **Training:** All personnel involved in the handling, transportation, treatment and disposal of materials within the scope of this RFP shall have all training required by Federal, State and local rules and regulations. Proof of HazCom certification and training shall be required from awarded vendor.

2.13 **Permits/Licenses:** Damages, penalties and fines imposed on or incurred by the County or the awarded vendor for failure to obtain and keep current any required licenses or

permits, or for failure to comply with any rule, regulation or special condition, applicable to this RFP or directly or indirectly relating to, or resulting from, the handling, identification, transportation or disposal of materials handled by or managed by the awarded vendor shall be the responsibility of the awarded vendor.

2.14 **Shipments:** For each shipment, the County will supply a specific description of items seven (7) to ten (10) days prior to shipping. It shall be the awarded vendor's responsibility to review the description before shipping to ensure that the materials are listed and packed correctly. Additionally, the awarded vendor shall provide a staff member that is available by phone and fax. This staff member shall have experience and knowledge of the awarded vendor's company policies and Title 49 of the Code of Federal Regulations as it applies to shipping end-of-life electronics. This staff person should have the authority to answer questions that may arise during this process.

The awarded vendor shall follow all applicable United States Department of Transportation (DOT) regulations listed in 49 C.F.R., including Part 392 (Driving Commercial Vehicles), Part 393 (Parts and Accessories for Safe Operation) and Part 396 (Inspection, Repair and Maintenance)

The awarded vendor shall document all waste shipped by completing a Bill of Lading or similar shipping document that will be signed by both a representative of the County and the awarded vendor. Information such as "Type of Electronic Product" and "Unit Price" should be typed on the documents prior to accepting electronics. The number of units and the total price may be completed after loading the electronics.

All shipping documents and invoices shall list each "Type of Electronic Product", "Number of Units" ", "Unit Price" and an extended price for the specified electronic product on its own line item. The "Total Price" will be the sum total of all extended prices listed on the document. It shall be conspicuously labeled and placed under the column of extended prices. The awarded vendor shall submit invoices with line items in the same order as the price forms**.**

Transportation costs shall be labeled and separated into individual line items. These line items are listed on Price Form 6, Associated Miscellaneous Metals, Transportation, & Mobile Collection Events.

All shipping documents and invoices shall include the County's contact name, phone number, fax number, purchase order number (with issue date), specific location where equipment is consolidated, and pick up/delivery date and time. When picking up a shipment, the awarded vendor shall allow a 45-minute pickup and processing time for each work order. In cases where this time is exceeded, additional time (not to exceed 1.5 hours per work order unless agreed to in writing by both parties) may be billed to the

County at the rate submitted on Attachment 2 – Pricing Sheet, Associated Miscellaneous Metals, Transportation, & Mobile Collection Events.

2.15 **Disposal/Recycling Documentation:** The awarded vendor shall provide the County with documentation of recycling/disposing actions for all materials within 90 days of receipt of materials. This documentation should be submitted to the County as a complete inventory list of material picked up and a certificate of recycling.

2.16 **Reports:** The awarded vendor shall furnish to the Lake County Central Solid Waste Facility a detailed "Summary of Sales" by item description shown on the applicable price forms at the end of each quarter. The sales summary shall include the total number of each "Type of Electronic Product" and the total dollars of each type.

3. SPECIAL CONDITIONS

3.1. **Accident Prevention and Barricades**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County's Project Manager.

3.2. **Additional Facilities May Be Added**

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, the vendor under any contract arising from this RFP shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendors that offers the lowest acceptable pricing. Any additional sites shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

3.3. **Availability of Contract to Other County Departments**

Although this solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor at the contract price

established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County department(s).

3.4. **Business Hours of Operations**

The Lake County Public Works, Operations-Solid Waste is located at 13130 County Landfill Road, Tavares, FL 32778. Hours of operation are as follows:

Days of Operation	Hours of Operation
Monday-Saturday	8:00 am to 5:00 pm
Sundays, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day	Closed

And

Any other days that may be necessary to address natural disasters and unforeseen events.

3.5. **Certificate of Competency/Licensure, Permits, and Fees**

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor or vendor hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the subcontractor/hired vendor shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the subcontractor/hired vendor certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

3.6. **Clean-Up**

The contractor shall thoroughly clean up all debris associated with the acts and efforts of the vendor during the collection process.

3.7. Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are

regularly engaged in the business of providing or distributing the goods or performing the services as described in this RFP, and who can produce evidence that they have a consistent satisfactory record of performance. The vendor must demonstrate that it has sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to subcontract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its subcontractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

3.8. **Compliance with Federal Standards**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

3.9. **Deletion of Facilities**

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility when such service is no longer required during the contract period, upon fourteen (14) calendar days' written notice to the vendor.

3.10. **Labor, Materials, and Equipment Shall be supplied by the Vendor**

Unless otherwise stated in this RFP, the vendor shall furnish all labor, material, and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

3.11. **Omission from the Specifications**

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this RFP.

3.12. **Protection of Property**

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

3.13. **Special Notice to Vendors Regarding Federal and/or State Requirements (E-Verify)**

Upon award of a contract resulting from this solicitation, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the contractor during the term of the contract.

The contractor shall include in all contracts with subcontractors performing work pursuant to any contract arising from this RFP an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

3.14. **Toxic Substances/Federal "Right to Know" Regulations**

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, any vendor performing under a contract arising from this RFP shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. Any time the content of an SDS is revised, the vendor shall promptly provide a new SDS to the County which includes the new information relevant to the specific material.

Additionally, the vendor may be requested to provide Safety Data Sheets to the County during the evaluation period.

4. ELECTRONICS RECOVERED 2020

TYPE OF ELCTRONICS	SIZE	NUMBER OF UNITS COLLECTED
PC's/CPUs	All	1474
Laptops	All	286
Servers	All	9
CRT Monitors	All	728
LCD Monitors	All	563
CRT Televisions	All	5512
Wood Televisions	All	208
Projection Televisions	All	321
Fax Machines/ Scanners/ Copiers	All	1068
LCD Televisions	All	1984
Misc.	All	4841

5. DISPOSAL OF WHOLE (UNALTERED) ELECTRONICS ESTIMATED WEIGHT QUANTITIES FROM 2020

TYPE OF ELCTRONICS	SIZE	# UNITS / WEIGHT COLLECTED
PC's/CPUs	All	1474 / 32075
Laptops	All	286 / 2894
Servers	All	9 / 728
CRT Monitors	All	728 / 32981
LCD Monitors	All	563 / 8479
CRT Televisions	All	5512 / 319723
Wood Televisions	All	208 /40380
Projection Televisions	All	321 / 48189
Fax Machines/ Scanners/ Copiers	All	1068 / 41842
LCD Televisions	All	1984 / 40361
Misc.	All	4841 / 134591

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