



CITY OF DURHAM

Department of Solid Waste Management

Operations Division
1833 Camden Avenue
Durham, NC 27704

Request for Proposals

PROCESSING AND MARKETING OF ELECTRONIC MATERIALS

RFP No. **SWM-110215-R**

Date of Re- Issue: December 16, 2015

Purpose of Request for Proposal (RFP): The City of Durham is a growing and thriving city with a mission to reduce the environmental impact of waste being sent to disposal. The City seeks proposals from qualified Contractors for the purpose of receiving, processing and marketing designated electronic waste (“E-Waste”) received at the City’s Solid Waste Transfer Station and Convenience Center.

<i>Project Manager Name</i>	Bruce Woody
<i>Project Manager Title</i>	Disposal Manager
<i>Project Manager Department</i>	Solid Waste Management
<i>Project Manager Telephone Number</i>	919-560-4186 ext. 32228
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1. INTRODUCTION and INSTRUCTIONS

1.1 General Information

This section contains the general information guidelines, return mailing address, contact person(s), telephone & fax numbers, and the deadline for receipt of proposals.

- a) Responders must submit **4 copies of their proposals, on electronic media: CD or USB. (Binders or books will not be accepted)** in a sealed envelope to:

*Solid Waste Management Department
ATTN: Bruce Woody, Manager Waste Disposal Division
Project Name: Processing and Marketing of Electronic Materials
1833 Camden Avenue
Durham, NC 27704*

- b) The deadline for proposals to be received no later than 11:00 a.m., on December 23, 2015. **Fax and Oral proposals are not accepted.**
- c) With the exception of the Project Manager and Assistant Director of Solid Waste Management, no other City official or employee is empowered to speak for the City with respect to this RFP. Respondents who seek to obtain information, clarification, or interpretation from another City official or employee, are advised that such material is used at the vendor's own risk, and that the City will not be bound by any such representations.

1.2 Contract Term & Work Schedule

The contract term and work schedule set out herein represent the City's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule may be adjusted accordingly.

The length of the contract will be from the date of award, approximately January 26, 2016 for a period of four years and renewable at the City’s discretion, for three additional two year periods for a maximum contract period of 10 years.

The approximate RFP and contract schedule is as follows:

Re- Issue RFP	December 16, 2015
Deadline to Submit Proposals	December 23, 2015
Proposal Evaluation	December 23, 2015
Recommendation to City Council	December 23, 2015
Contract Approval by City Council	January 19, 2015
Contract starts	January 26, 2016

1.3 Purpose of the Request for Proposal (RFP)

The City of Durham desires a service provider that can transport, process and market electronic material in compliance with all Local, State, and Federal regulations. All labor, equipment, processing, transportation, and recycling services necessary to properly meet the responsibilities as listed below will be the responsibility of the successful Contractor.

1.4 Location of Work

The City of Durham will provide a concrete pad for receipt and storage of the electronic material at the City of Durham Waste Disposal and Recycling Center located at 2115 E. Club Boulevard. All sorting, packing, and storage of material until pick-up by the Contractor will be completed at this location. At this time, the area is not covered and is exposed to all weather conditions. In

the future, the City may provide a covered area for acceptance, sorting, packaging, and storage, but a timeline for such a facility has not been finalized.

Loading will also occur at the City of Durham Waste Disposal and Recycling Center located at 2115 East Club Blvd. The City has the ability to provide an operator and a small fork lift to assist in loading pallets into the Contractor's shipping container/vehicle. The Contractor will NOT be allowed to operate the City's fork lift or other equipment at any time. Contractor's proposals shall identify if they expect to use a vehicle mounted lift and load from the pad or load from the loading dock. However, this will not limit the Contractor to a specific loading technique. All loading shall take place during normal operating hours Monday through Friday, and shall be scheduled through the City's designated representative. Staffing limitations and customer traffic do not allow Saturdays to be an acceptable time for Contractor pick-up of material.

1.5 Notices under the Americans with Disabilities Act (ADA).

The City of Durham will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the City program, service, or activity, should contact the office of Stacey Poston, ADA Coordinator, Voice: 919-560-4197 x254, TTY: 919-560-4809; stacey.poston@durhamnc.gov, as soon as possible but **no later than 48 hours** before -taking your e-waste to the Waste Disposal Center.

1.6 Questions Received before Opening of Proposals

All questions may be submitted in writing or via email directed to the issuing office, addressed to **Bruce Woody Disposal Manager, SWM. 1833 Camden Avenue, Durham, NC 27704**. The Contractor must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP and may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The department's contact person **Bruce Woody**, will make that decision.

1.7 Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP, and posted on the City's website.

1.8 Alternate Proposals

Alternate proposals will be rejected. Responders are encouraged to submit one proposal which responds to the City's requested scope of services.

1.9 Right of Rejection

The City of Durham reserves the right to accept any proposal deemed to be in its best interest, to waive any irregularities in any proposal, to reject any and all proposals, and re-advertise for new proposals. The City also reserves the right to negotiate changes with any Contractor proposing to perform the services with respect to any term, condition, or provision in this RFP and any proposal. In making such determination, the consideration of the City shall include, but is not limited to the Contractor's:

- financial proposal,
- experience,
- ability to obtain insurance,
- professional reputation,
- evaluation by the selection committee of all information submitted, or
- any other information/considerations deemed appropriate by the City of Durham.

1.10 City of Durham Not Responsible for Preparation Costs

The City of Durham will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.11 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the City of Durham. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

1.12 SubContractors

SubContractors may be used to perform work under this contract. If a Responder intends to use subContractors, the Responder must identify in their proposal the names of the subContractors and the portions of the work the subContractors will perform.

If a proposal with subContractors is selected, the Responder must provide the following information concerning each prospective subContractor within five working days from the date of the City's request:

- [a] complete name of the subContractor,
- [b] complete address of the subContractor,
- [c] type of work the subContractor will be performing,
- [d] percentage of work the subContractor will be performing,
- [e] evidence, as set out in the relevant section of this RFP, that the subContractor holds a valid City of Durham business license, and
- [f] a written Statement, signed by each proposed subContractor, that clearly verifies that the subContractor is committed to render the services required by the contract.

Any Responder's failure to provide this information within the time set may cause the City to consider their proposal non-responsive and reject the proposal.

The substitution of one subContractor for another may be made only at the discretion of the Project Manager for the City and with prior written approval from the Project Manager. If subContractors are used, the lead Contractor shall be responsible for managing, monitoring and maintaining all Service Agreements with the City.

1.13 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the Responder must submit a copy of the joint venture agreement, which identifies the principals involved, and their rights and responsibilities regarding performance and payment.

1.14 Responder's Certification

By signature on their proposal, Responder's certify that they comply with,

- [a] the laws of the State of North Carolina,
- [b] the applicable portion of the Federal Civil Rights Act of 1964,
- [c] the Equal Employment Opportunity Act and the regulations issued there under by the federal government,
- [d] the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government,
- [e] all terms and conditions set out in this RFP,

[f] a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury, and

[g] that their offers will remain open and valid for at least 90 days.

By signature on their proposal, Responder's also certify that programs, services, and activities provided to the general public under the resulting contract are in conformance with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any Responder fails to comply with [a] through [g] of this paragraph, the City of Durham reserves the right to disregard the proposal, terminate the contract, or consider the Contractor in default.

1.15 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individual's working on the contract has a possible conflict of interest (e.g., employed by the City of Durham, relationship to staff or elected officials of the City of Durham) and, if so, the nature of that conflict. The Durham City Council reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Responder. The City Council's determination regarding any questions of conflict of interest shall be final.

1.16 Right to Inspect Place of Business

At reasonable times, the City of Durham may inspect those areas of the Contractor's place of business that are related to the performance of a contract. If the City makes such an inspection, the Contractor must provide reasonable assistance.

1.17 Solicitation Advertising

It has also been advertised on the City's internet site at:

<http://durhamnc.gov/ich/as/fin/Pages/bids.aspx>

1.18 News Releases

News releases related to this RFP will not be made without prior approval of the Public Affairs Office, and then only in coordination with the Project Manager.

1.19 Assignment

The Contractor may not transfer or assign any portion of the contract without prior written approval from the *City*.

1.20 Disputes

Any dispute arising out of this agreement will be resolved under the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court.

1.21 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

1.22 Federal Requirements

The Responder must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

1.23 Equal Business Opportunity Program

It is the policy of the City to provide equal opportunities for City contracting for small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all professional services categories.

While there are no SDBE participation goals for this project, in accordance with the Ordinance, all Contractors are required to provide information requested in the "SDBE Professional Services Forms" package, which has been included with this Request for Proposals in Section 8. **Proposals that do not contain the appropriate, completed "Professional Services Forms" will be deemed non-responsive and ineligible for consideration.** The "Declaration of Performance," "Participation Documentation," Managerial Profile," "Equal Opportunity Statement" and the "Employee Breakdown" documents are required of all Contractors. In lieu of "Employee Breakdown," Contractors may submit a copy of the current EEO-1 form (corporate basis). Other forms in the package should be used as needed.

The Department of Equal Opportunity/Equity Assurance is responsible for the Equal Business Opportunity Program. All questions about "SDBE Professional Services forms" should be referred to Deborah Giles or other department staff at (919) 560- 4180.

2. STANDARD PROPOSAL INFORMATION

2.1 Authorized Signature

An individual authorized to bind the Responder to the provisions of the RFP must sign all proposals. Proposals must remain open and valid for at least ninety (90) days from the opening date.

2.2 Pre-proposal Conference

This proposal is a re-bid of RFP SWM-110215, therefore there will be no Pre-Bid conference.

2.3 Site Inspection

The City may conduct on-site visits to evaluate Responder's capacity to perform the contract. Responder must agree, at risk of being found non-responsive and having its proposal rejected, to provide the City reasonable access to relevant portions of its work sites. Individuals designated by the Project Manager at the City's expense will make site inspection.

2.4 Amendments to Proposals

Responders shall submit their proposals no later than 4:30 pm, December 9, 2015, the deadline for receipt. Amendments to proposals will only be allowed if the amended proposal is received before the deadline set for receipt of proposals. The City reserves the ability, however, to enter into negotiations with select Responders which may include requests from the City for contract terms which may vary from the proposal submitted by that Responder.

2.5 Discussions with Responders

The City may conduct discussions with Responders for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP identified by the procurement officer. The Project Manager will only hold discussions with Responders who have submitted proposals deemed reasonably acceptable for award. Discussions, if held, will be after initial evaluation of proposals by the review committee. Any modifications to be made as a result of such discussions, shall be submitted in writing. Following discussions, the Project Manager may set a time for best and final proposal submissions from those Responders with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions. Re-evaluation will be limited to the specific sections of the RFP opened to discussion by the Project Manager.

Responder's with a disability needing accommodation should contact the Project Manager before the date set for discussions so that reasonable accommodation can be made.

2.6 Prior Experience

Contractor shall be able to document a minimum of 6 months as an electronics processor/recycler with R2 and/or the e-Stewards® ISO 9002:2015 certification for electronics recycling and meet the requirements of their certification program.

A Responder's failure to meet these minimum prior experience requirements will result in its proposal being considered non-responsive and its proposal rejected.

2.7 Evaluation of Proposals

The City will use an evaluation committee to evaluate all proposals. The evaluation will be based solely on the evaluation factors set out in Section seven of this RFP.

2.8 Vendor Tax ID

A valid Federal Tax ID must be submitted to the issuing office with the proposal or within five days of the City's request.

2.9 Contract Negotiations

After completion of the evaluation, including any discussions held with Responders during the evaluation, the City may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the City. If contract negotiations are commenced, they will be held at a location to be determined by the City of Durham North Carolina.

The Responder will be responsible for their travel and per diem expenses.

2.10 Failure to Negotiate

The City may terminate negotiations with the Contractor initially selected and commence negotiations with the next highest ranked Responder, if the selected Contractor:

- fails to provide the information required to begin negotiations in a timely manner,
- fails to negotiate in good faith,
- indicates they cannot perform the contract within the budgeted funds available for the project, or
- the Contractor and the City, after a good faith effort, simply cannot come to terms.

2.11 Notice of Intent to Award (NIA) - Responder Notification of Selection

After the completion of contract negotiations, the Project Manager will issue a written Notice of Intent to Award (NIA) and send copies to all Responders. The NIA will set out the names and

addresses of all Responders and identify the proposal selected for award. The scores and placement of other Responder's will not be part of the NIA.

3. STANDARD CONTRACT INFORMATION

3.1 Contract Type

The selected Contractor will be required to sign a City of Durham-generated contract. A sample contract is included in Section 8. The actual contract may differ from the sample contract.

3.2 Contract Approval

This RFP does not, by itself, obligate the City. The City's obligation will commence when the Durham City Council approves the contract. Upon written notice to the Contractor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs before the contract start date set by the City.

3.3 Additional Terms and Conditions

The City reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.4 Insurance Requirements

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverage's and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if

vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse City of Durham as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

Worker’s Compensation & Employers Liability – Contractor agrees to maintain Worker’s Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 each accident, each employee and policy limit. **This policy must include a Waiver of Subrogation.**

Professional Liability- Contractor agrees to maintain Professional Liability Insurance with limits no less than \$1,000,000, covering claims arising out of professional architect, engineers and surveyors services performed in connection with this contract.

Environmental/Pollution- Contractor agrees to maintain Environmental/Pollution Liability Insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering claims arising out of the use or application of chemicals/herbicides as well as the negligent release of hazardous materials. Coverage may also be satisfied by endorsement to the Commercial General Liability policy with minimum limits of \$1,000,000/\$2,000,000.

Additional Insured – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read ‘City of Durham as its interest may appear’.

Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage’s, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor’s insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Durham
Attn: (Insert Name of Department maintaining the Contract)
101 City Hall Plaza
Durham, NC 27701

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Durham’s Risk Manager.

3.5 Performance Bond

A Performance Bond will not be required.

3.6 Termination for Default

If the project manager determines that the Contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the City may, by providing ___ days written notice to the Contractor, terminate the Contractor's right to proceed with part or all of the remaining work.

3.7 Non-Discrimination Clause

The City of Durham opposes discrimination on the basis of race and sex and urges all of its Contractors to provide a fair opportunity for minorities and women to participate in their work force and as subContractors and Contractors under city contracts.

3.8 EEO Provisions

During the performance of this Contract the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions.
- b. The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- c. The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.
- d. In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts.
- e. Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subContractors and Contractors.

4. BACKGROUND INFORMATION

4.1 Background Information

The City of Durham currently receives electronic waste (E-Waste) at its Waste Disposal and Recycling Center located at 2115 East Club Boulevard. The site is open Monday through Friday from 7:30am – 4:30 pm and 7:30 am - Noon on Saturday.

E-Waste currently accepted at no charge from residential users. The program is open to any residential customers that may transport material to the facility, but the majority of the customers are from the City of Durham and unincorporated Durham County. E-waste is accepted from some non-residential customers based on the number and size of items. The City currently helps customers unload any E-Waste from their vehicle. Currently, material is sorted into four major categories:

- 1) Computer central processing units (CPUs),
- 2) Computer monitors (CRT, LCD and LED),
- 3) televisions (both CRT and flat-screen), and
- 4) miscellaneous electronic items.

CPUs, monitors, and televisions are stacked and shrink-wrapped on pallets. Miscellaneous waste is loaded into a cardboard gaylord bin on a pallet. Miscellaneous waste would include, but not BE limited to: cell phones; printers; keyboards; related home computer equipment such as scanners, CD-ROMS, speakers, memory storage devices; fax machines; telephones; typewriters; VCRs; stereos; projection equipment; headphones; cameras; both electronic and battery operated toys. In addition, two smaller categories (laptop computers and removed rechargeable batteries) of material are placed in smaller 18-gallon rectangular tubs. Based on an agreed amount of pallets readied for shipment, the City will contact the vendor for a pick-up of material or an established pick up scheduled will be put in place.

A breakdown of the e-waste amounts (both by weight and percent of total) collected by the City is provided in Section 8.3.

5. SCOPE OF WORK

5.1 Scope of Work

The City of Durham requires a service provider that can transport, process and market electronic material in compliance with all Local, State, and Federal regulations. All labor, equipment, processing, transportation, and recycling services necessary to properly meet the responsibilities as listed below are the responsibility of the Contractor.

5.1(a) Main Responsibilities

The Contractor will:

- a) Provide training to City staff on the separation/sorting and packaging for transport of electronic waste.
- b) Provide sufficient material for packaging (shrink wrap, bins, toppers, pallets, etc) to the City for the proper packaging of electronic waste.
- c) Assist the City in loading the pallets into the transportation vehicle and complete appropriate manifest/bill of lading.
- d) Transport all loaded materials to the Contractor's designated facility(s).
- e) Recycle the electronic equipment collected from the City in accordance with all local, state, and Federal laws and any applicable electronic recycler certification(s).
- f) Segregate, bulk, and secure all materials for transport as required and complete appropriate manifests.
- g) Comply with all local, state, and Federal laws for transport of collected material.
- h) Comply with all the requirements of the City's current Disposal and Recycling Center's Permit and operating plan.
- i) Keep a current listing of all electronic material collected, transported, and recycled to be reported to the City on a monthly basis. The City should be invoiced on a monthly basis with a detailed summary by the weight/unit data.
- j) Inform the City within 5 business days of any problems in the sorting or packing of received material.
- k) Obtain from the City prior approval of all subContractors.
- l) Provide to the City that recognized electronics recycler certification is maintained at all times during the term of the contract. Currently recognized certification standards are: the Responsible Recycling Practices (R2) and the e-Stewards® ISO 9001: 2015 standards.

5.1(b) Acceptable Items

- a) Television sets
- b) Monitors
- c) Printers
- d) CPUs
- e) Keyboards
- f) Scanners
- g) Fax machines

- h) Telephone equipment
- i) Speakers
- j) VCRs
- k) Cameras
- l) Copiers
- m) Electronic Toys & Video game systems

E-Waste from Commercial Organizations/Groups are not accepted.

All disposal and recycling locations utilized must be approved by the City of Durham's designated staff person. The City encourages reuse, recycling, and energy recovery whenever possible as opposed to disposal.

5.1(c) Building/Facility

The City of Durham will provide a concrete pad for accepting the electronic material. All sorting, packing, and storage of material until pick-up by the Contractor will be completed here. At this time, the area is not covered and is exposed to all weather conditions.

5.1(d) Training

The chosen Contractor will be expected to provide annual training to City disposal staff (approximately 10 people) on the proper sorting and packaging of material.. Notification regarding any modifications to procedures shall be provided to the designated staff person for the City and will be shared with other City staff members. The City shall not be charged an additional fee for training.

5.1(e) Temporary Storage

Storage time and restrictions will be determined by local, state, and Federal regulations; safety considerations; space demands; and expense to the City for frequent pick-up and disposal by the Contractor. The City has space for the storage of approximately 25-30 pallets on the ground at the facility. The Contractor may propose to provide a tractor-trailer that the City can load as pallets are completed for shipment. There is room at the City's loading dock for the parking of one trailer for this purpose.

5.1(f) Loading

Loading will occur at the City of Durham Waste Disposal and Recycling Center located at 2115 East Club Blvd. The City will provide a fork lift and an operator to assist with loading. The Contractor will NOT be allowed to operate the City's fork lift or other equipment at any time. The Contractor should state within the proposal if the lift equipment will be needed for loading purposes. However, this will not limit the Contractor to a specific loading technique. All loading should take place during normal operating hours Monday through Friday, and should be scheduled through the City's designated representative. Staffing and customer traffic do not allow Saturdays to be an acceptable time for the Contractor to complete a pick-up of material.

5.2 Deliverables

Contractor will be required to provide the City with monthly & yearly summary reports to include:

- a) Pounds collected by material type;
- b) Percentage breakdown of material that is reused/recycled or disposed;
- c) Copies of manifests; and,
- d) Copies of R2 and/or the e-Stewards® certifications

6. PROPOSAL FORMAT and CONTENT

6.1 Proposal Format and Content

The City discourages overly lengthy and costly proposals. The use of binders, plastic covers, and other items that impede the recycling process are especially discouraged. All proposals should be submitted on electronic media, either on a CD or a USB device. In order for the City to evaluate proposals fairly and completely, Responders should follow the format set out herein and provide all of the information requested.

6.2 Introduction

The proposal must include a cover letter attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Contractor. The cover letter shall provide the name, address, telephone and facsimile numbers and e-mail address of the Contractor along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contract with the City.

Proposals must confirm that the Contractor will comply with all of the provisions in this RFP, and if applicable, provide notice that the Contractor qualifies as a City of Durham bidder. Proposals must be signed by a company officer empowered to legally bind the company. A Responders failure to include these items in the proposals may cause the proposal to be deemed non-responsive and the proposal may be rejected.

6.3 Understanding of the Project

Responders must provide a comprehensive narrative statement illustrating an understanding of the requirements of the project.

6.4 Methodology Used for the Project

The Contractor should describe in detail how they will address all the requirements described in the scope of work section.

The Contractor should include a copy of an existing manual that covers standard operating procedures for a similar contract. Prior to the start of service for the City of Durham, a manual that addresses the specifics of the Durham facility will need to be developed. But for the purpose of the RFP, an operating manual that was previously developed for another facility will suffice.

6.5 Management Plan for the Project

The Contractor shall provide a concise description of the company, including origin, state of incorporation, background, and current size. Include information concerning general organization and staffing as well as experience with similar Electronic Waste Collection Service projects.

Indicate if new staff (either part-time or full-time) is anticipated being hired in order to complete contractual duties. If so, indicate by name and title the individual(s) directly responsible for training new staff.

Provide a detailed listing of sub-consultants and/or sub-Contractors which will be used for this project, specifying experience and relation to this project.

6.6 Experience and Qualifications

List at least three clients, with contact names and phone numbers, with whom you currently have contracts for similar services.

Provide the safety record and a listing of all warning notifications, violations, and/or citations received from pertinent Federal and/or State agencies for the past two years. Provide detailed explanations as well as corrective action(s) taken. information on any pending litigation, must also be included for each of the following: the Proposer, hauler, storage facility, and disposal locations to be utilized.

6.7 Cost Proposal

All cost proposals are to be submitted on the attached cost form located in Appendix 1. After review, if the submitter is unwilling or unable to accept any items on the cost proposal, please provide an explanation.

Transportation costs (if any) should be identified separately from processing costs.

The provided disposal/recycling cost for each item should be inclusive of everything needed to process the entirety of the item, including packaging & shipping to secondary locations, and disposal of any non-recyclable parts. The costs of containers, packaging supplies, and other miscellaneous items should be listed on the form. No other expenses will be covered.

6.8 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out in Section 7.

7. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

Proposals will be evaluated against the questions set out below:

7.1 Understanding of the Project—5%

- a. How well has the responder demonstrated a thorough understanding of the purpose and scope of the project?
- b. How well has the responder identified pertinent issues and potential problems related to the project?
- c. How well has the responder demonstrated that it understands the deliverables the City expects it to provide?
- d. How well has the responder demonstrated that it understands the City's time schedule and can meet it?

7.2 Methodology Used for the Project—15%

- a. How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- b. How well does the methodology match and contribute to achieving the objectives set out in the RFP?
- c. How well does the methodology interface with the time schedule in the RFP?

7.3 Management Plan for the Project—25 %

- a. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- b. How well is accountability completely and clearly defined?
- c. Is the organization of the project team clear?

- d. How well does the management plan illustrate the lines of authority and communication?
- e. To what extent do the Responders already have the hardware, equipment, and licenses necessary to perform the contract?
- f. Does it appear that the Responders can meet the schedule set out in the RFP?
- g. Has the Contractor offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- h. Is the proposal practical, feasible, and reasonable?
- i. How well have any potential problems been identified?
- j. Is the proposal submitted responsive to all material requirements in the RFP?

7.4 Experience and Qualifications—25%

Questions regarding the personnel:

- a. Do the individuals assigned to the project have experience on similar projects?
- b. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c. How extensive is the applicable education and experience of the personnel designated to work on the project?
- d. How knowledgeable are the Responders personnel of the local area and how many individuals have worked in the area previously?

Questions regarding the firm:

- a. How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b. How successful is the general history of the firm regarding timely and successful completion of projects?
- c. Has the firm provided letters of reference from previous clients?
- d. How reasonable are the firm's cost estimates?
- e. If a subContractor will perform work on the contract, how well do they measure up to the evaluation used for the Responders?

7.5 Contract Cost—30%

Overall, a minimum of 30% of the total evaluation points will be assigned to cost out below. The lowest cost proposal will receive the maximum number of points allocated to cost. The Committee will determine the point allocations for cost on the other proposals

8. ATTACHMENTS

8.1 City of Durham Sample Contract

CONTRACT FOR [*descriptive title*]

This contract is made and entered into as of the ____ day of _____, 20____, by the City of Durham (“City”) and [*name of firm*] (“Contractor”), [*Indicate type of entity, for instance:*

a corporation organized and existing under the laws of [name of State];
a professional corporation organized and existing under the laws of [name of State];
professional association organized and existing under the laws of [name of State];
a limited partnership organized under the laws of [name of State];
a sole proprietorship;
or a general partnership].

Sec. 1. Background and Purpose.

Sec. 2. Services and Scope to be Performed. The Contractor shall [*state the services to be provided and the schedule for those services.*]. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract.

Sec. 3. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The City shall pay the Contractor for the Work as follows: [*Describe the timing of payments, how amounts are calculated, etc. List the kinds of expenses, if any, that the City will reimburse.*]. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 5. Contractor’s Billings to City. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. [*City staff - Add any special requirements or detail needed in the invoices.*] Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

Sec. 6. Insurance. [*Consult Risk Management.*]

Sec. 7. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in section 2 above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City’s rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 8. Exhibits. The following exhibits are made a part of this contract:

Exhibit A [*Insert title of exhibit*] containing [*insert number*] page(s).

Exhibit B [*Insert title of exhibit*] containing [*insert number*] page(s).

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 9. Termination for Convenience (“TFC”). (a) *Procedure*. Without limiting any party’s right to terminate for breach, the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. The City Manager may terminate under this section without City Council action. (b) *Obligations*. Upon TFC, all obligations that are still executor on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City’s instructions as to which subcontracts to terminate. (c) *Payment*. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City’s decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor a one hundred dollar TFC fee and for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment except as stated in this section because of TFC, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

[Insert name and department]

City of Durham

101 City Hall Plaza

Durham, NC 27701

The fax number is (919)_____.

To the Contractor:

[Insert name and address]

The fax number is _____.

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Trade Secrets and Confidentiality. The request for proposals section titled “Trade Secrets and Confidentiality” shall apply to any Trade Secrets disclosed to the City during the process leading to the parties’ entering into this Contract (including all of the Contractor’s responses to the RFP). This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. The word “Proposer” used in that section shall mean the “Contractor.” Sec. 12. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend,

indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subContractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection “a,” the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections “a” above and “c” below -- “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within “Charges” are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). “Indemnitees” means City and its officers, officials, independent Contractors, agents, and employees, excluding the Contractor (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection “a” above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 13. Miscellaneous

(a) Choice of Law and Forum. This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the

City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND CONTRACTORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subContractors and Contractors.

(i) SDBE. The Contractor shall comply with all applicable provisions of Chapter 26 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that chapter shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that chapter, this contract, and State law. The Participation Plan submitted in accordance with that chapter is binding on the Contractor. Section 26-10(f) of that chapter provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Chapter 26 and not to the Contractor's alleged violations of other obligations.

(j) Prompt Payment to SubContractors. Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all subContractors (which term includes subconsultants and suppliers) based on work

completed or service provided under the subcontract. Should any payment to the subContractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the subContractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, SubContractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham. If the City's Project Manager [*City staff – if your contract uses another title for "Project Manager," you would substitute it here and in the rest of this section. –RW*] determines that it is appropriate to enforce this subsection (a), the City of Durham may withhold the sums estimated by the Project Manager to be sufficient to pay this interest from progress or final payments to the Contractor. (b) Nothing in this section shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the subContractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subContractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subContractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%. (c) The City's Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any subContractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

(k) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(l) Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract. (5) "Duties" includes obligations. (6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word "shall" is mandatory. (8) The word "day" means calendar day.

(m) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or a deputy or assistant City Manager signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

City's finance officer

Date

CITY OF DURHAM
SMALL DISADVANTAGED BUSINESS ENTERPRISE
PROFESSIONAL SERVICES FORM



Equal Opportunity/ Equity Assurance Department

Mailing Address:

101 City Hall Plaza
Durham, North Carolina 27701

Street Address:

101 City Hall Plaza (Annex Building)
Durham, North Carolina 27701

Phone: (919) 560-4180 X 17244

Facsimile: (919) 560-4513

CITY OF DURHAM EQUAL BUSINESS OPPORTUNITY PROGRAM

Policy Statement

It is the policy of the City to provide equal opportunities for City contracting to small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct the present effects of past discrimination and to resolve complaints of discrimination.

Goals

To increase the dollar value of all City contracts for goods and services awarded to small disadvantaged business enterprises, it is a desire of the City that the Contractor will voluntarily undertake efforts to increase the participation of socially and economically disadvantaged individuals at higher skill and responsibility levels within non-minority firms engaged in contracting and subcontracting with the City.

The Equal Opportunity/Equity Assurance Director shall establish project specific goals for each project or contract based upon the availability of small disadvantaged business enterprises (SDBE's) within the defined scope of work, delineated into percentages of the total value of the work.

Equal Business Opportunity Ordinance SDBE Participation Documentation

If applicable information is not submitted with your proposal, your proposal will be deemed non-responsive.

Declaration of Performance must be completed and submitted with your proposal.

SDBE Participation Documentation must be used to document participation of Small Disadvantaged Business Enterprise (SDBE) on Professional Services projects. All SDBEs must be certified by the City of Durham's Equal Opportunity/Equity Assurance Department prior to submission date. If a business listed has not been certified, the amount of participation will be reduced from the total utilization.

Managerial Profile must be used to list the managerial persons in your workforce who will be participating in this project.

Equal Employment Opportunity Statement for your company must be completed and submitted with your proposal.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

Letter of Intent to Perform as a Sub-consultant/SubContractor must be completed for SDBEs proposed to perform on a contract. This form must be submitted with the proposal.

Post Proposal Submission SDBE Deviation

Post proposal submission SDBE deviation participation documentation must be used to report and deviation from SDBE participation either prior to or subsequent to startup of the project. The Equal Opportunity/Equity Assurance Department must be notified if the proposed sub-consultant/subContractor is unable to perform and for what reasons. Substitutions of sub-consultants/subContractor, both prior to and after awarding of a contract, are subject to City approval.

SDBE Goals Not Met/Documentation of Good Faith Efforts

It is the responsibility of consultants/Contractors to make good faith efforts. Good Faith Efforts means the sum total of efforts by a particular business to provide equitable participation of socially and economically disadvantaged employees and sub-consultants/subContractors.

Whenever contract alternatives, amendments or extra work orders are made individually or in the aggregate, which increase the total value of the original contract, the consultant must make a good faith effort to increase SDBE participation such that the amounts subcontracted are consistent with the established goals.

SELECTION OF CONSULTANTS/CONTRACTORS FOR ARCHITECTURAL/ENGINEERING AND OTHER PROFESSIONAL SERVICES

Goal

The purpose is to provide Small Disadvantaged Businesses equal opportunities for participation on City of Durham contracts.

Definition of the Scope of the Selection Policy

The Equal Opportunity/Equity Assurance Director shall establish SDBE participation goals for each contract to be awarded by the City. Project specific goals for each project or contract will be based upon the availability of small disadvantaged business enterprises (SDBE's) within the defined scope of work, delineated into percentages of the total value of the work.

Small Disadvantaged Business Proposal Requirements

The prime consultant/Contractor shall submit a proposal in accordance with the City of Durham's Request for Proposal. In addition, the prime consultant/Contractor must submit all required Professional Services SDBE Forms.

Selection Committee for Professional Services

A selection committee shall be established to be composed of the following: City Manager or a designated representative of this office; Director of Finance or a designated representative of this office; department head responsible for the project; City Engineer if engineering services are involved; the Equal Opportunity/Equity Assurance Director and Purchasing Manager. Other representatives shall be called upon as needed based on their areas of expertise.

The committee shall screen the proposals based on the following criteria:

1. Firms; interest in the project;
2. Current work in progress by firm;
3. Past experience with similar projects;
4. General proposal for carrying out the required work;
5. Designation of key personnel who will handle the project, with resume for each;
6. Proposed associate consultants/Contractor, SDBE subconsultants;
7. Indication of capability for handling project;
8. Familiarity with the project;
9. Fees that have been charged for recent comparable projects;
10. References;
11. SDBE Participation; and
12. Documentation of Good Faith efforts.

After ranking the firms presenting proposals based on the above criteria, interviews will be conducted by the selection committee with the top ranked firms (3-5). The contracting department will make the final recommendation, prepare contracts for review by the City Attorney, and prepare the recommendation for the City Council including the following:

1. Description and scope of the project;
2. Recommended firm;
3. Contract cost;
4. Time limits;
5. Basis for selection;
6. Source for funding;
7. Equal Business Opportunity Ordinance compliance; and
8. Recommendation that the contract be approved by the City Council.

Contract Award

A provision must be written in each contract with an architect or engineer requiring them to work with Equal Opportunity/Equity Assurance Department in creating and identifying separate work.

Project Evaluation

An evaluation shall be made of each contract after its completion to be used in consideration of future professional services contracts. The evaluation shall cover appropriate items from the check list for ranking applicants. A copy of the evaluation shall be given to the consultant, and any comment he/she cares to make shall be included in the files.

DECLARATION OF PERFORMANCE BY CONSULTANT/CONTRACTOR

Briefly address each of the following items:

1. A brief synopsis of the company and the products/services it provides:

2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:

3. List anyone outside of your company with whom you will contract on this bid:

The undersigned consultant/Contractor certifies that: (check appropriate box)

- a) _____ It is the normal business practice of the consultant/Contractor to perform all elements of the contract with its own workforce without the use of subContractors/Contractors; and

- b) _____ That the above documentation demonstrates this *firm's* capabilities to perform all elements of the contract with its own work force or without the use of subContractors/Contractors.

- c) _____ The vendor/Contractor will use a subconsultant(s) in the fulfillment of this scope of work.

Date

Authorized Signature

**PARTICIPATION DOCUMENTATION
(TO BE COMPLETED BY PRIME CONSULTANT/CONTRACTOR ONLY)**

Names of all firms (including prime and sub consultants/ Sub Contractors)	Location	SDBE Firm Yes/No	Nature of Participation	% of Project Work

TOTAL _____

Name - Authorized Officer of Prime Consultant/Contractor Firm (Print/Type)

Signature - Authorized Officer of Prime Consultant/Contractor Firm

Date

MANAGERIAL PROFILE

Name of Firm: _____

Contact Person: _____

Title: _____

Address: _____

Telephone No.: _____

Date: _____

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition* of the City of Durham’s Equal Business Opportunity Ordinance.

Managerial Employees

NAME	POSITION	SOCIALLY/ECONOMICALLY DISADVANTAGED* (YES/NO)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

* M-Minority(African American), W-Woman, Other-H-Hispanic, AI-American Indian, AS-Asian American, Handicapped

EQUAL OPPORTUNITY STATEMENT
(You may submit your organization's EEO policy in lieu of this sheet)

EMPLOYEE BREAKDOWN

Part A – Employee Statistics for the Primary Location

MALES

FEMALES

Employment Category	Total Employees	MALES						FEMALES					
		Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

Part B – Employee Statistics for the Consolidated Company *(See instructions for this form on whether this part is required.)*

MALES

FEMALES

Employment Category	Total Employees	MALES						FEMALES					
		Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

EEO-1 Report may be submitted in lieu of this form

Letter of Intent to Perform as a Sub-Consultant

The undersigned intends to perform work in connection with the above project as a SDBE:

Minority (African American) Woman Hispanic
 American Indian Asian American Handicapped

The SDBE status of the undersigned is certified by the City of Durham as identified by the attached copy of certification or the attached SDBE Contractor Identification List supplied by the EO/EA Department.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

<u>ITEMS</u>	<u>PROJECTED COMMENCEMENT DATE</u>	<u>PROJECTED COMPLETION DATE</u>

The undersigned will subcontract _____% of the dollar value of this contract to a SDBE subconsultant/subContractor and/or non-SDBE subconsultant/subContractor.

The undersigned will enter into a formal agreement in the amount of \$_____ for the above work with you, conditioned upon your execution of a contract with the City of Durham.

Name _____ Title _____

Company _____ Telephone _____

Address

Signature

REQUEST TO CHANGE SDBE PARTICIPATION

Project: _____

Name of bidder or consultant: _____

Name and title of representative bidder or consultant: _____

Address (including zip code): _____

Telephone number: _____ Fax number: _____

Email address: _____

Total amount of original contract, before any change orders or amendments: _____

Total amount of the contract, including all approved change orders and amendments to date, but not counting the changes proposed in this form: _____

Dollar amount of changes proposed in this form: _____

The proposed change (*check one*) **increases** **decreases** the dollar amount of the bidder's/consultant's contract with the City.

Does the proposed change decrease the SDBE participation? (*check one*) **yes** **no**

If the answer is **yes**, complete the following:

BOX A. For the subcontract proposed to be changed (increased, reduced, or eliminated):

Name of subconsultant: _____

Goods and services to be provided before this proposed change: _____

Is it proposed to eliminate this subcontract? yes no

If the subcontract is to be increased or reduced, describe the nature of the change (*such as adding \$5,000 in environmental work and deleting \$7,000 in architectural*):

Dollar amount of this subcontract before this proposed change: _____

Dollar amount of this subcontract after this proposed change: _____

This subconsultant is (*check one*):

- 1. City-certified Black-owned SDBE
- 2. City-certified Women-owned SDBE

<p>3. City-certified SDBE that is neither Black-owned nor women owned, but to be credited as 3(a) <input type="checkbox"/> Black-owned SDBE 3(b) <input type="checkbox"/> Women-owned SDBE</p> <p><input type="checkbox"/> 4. not a City-certified SDBE</p>
<p>BOX B. Proposed subcontracts other than the subcontract described in Box A above</p> <p>Name of subContractor for the new work: _____</p> <p>Goods and services to be provided by this proposed subcontract: _____</p> <p>_____</p> <p>Dollar amount proposed of this proposed subcontract: _____</p> <p>This subContractor is (<i>check one</i>):</p> <p><input type="checkbox"/> 1. City-certified Black-owned SDBE</p> <p><input type="checkbox"/> 2. City-certified women-owned SDBE</p> <p>3. City-certified SDBE that is neither Black-owned nor women owned, but to be credited as 3(a) <input type="checkbox"/> Black-owned SDBE 3(b) <input type="checkbox"/> Women-owned SDBE</p> <p><input type="checkbox"/> 4. not a City-certified SDBE</p>

Add additional sheets as necessary.

SDBE GOALS NOT HAVING BEEN MET. The following information must be presented by the consultant concerning good faith efforts taken.

It is the responsibility of consultants to make good faith efforts. Any act or omission by the City shall not relieve them of this responsibility. For future efforts, it shall be comprised of such efforts which are proposed to allow equitable participation of socially and economically disadvantaged employees and sub-consultants/subContractors. The City Manager shall apply the following criteria, with due consideration of the quality, quantity, intensity and timeliness of efforts of consultants/Contractors, in determining good faith efforts to engage SDBEs along with other criteria that the City Manager deems proper:

Name of Bidder: _____

*If you find it helpful, feel free to attach pages to explain your answers. **How many pages is your firm attaching to this questionnaire?** _____ (Don't count the 2 pages of this questionnaire.)*

If a yes or no answer is not appropriate, please explain the facts. All of the answers to these questions relate only to the time before your firm submitted its bid or proposal to the City. In other words, actions that your firm took after it submitted the bid or proposal to the City cannot be mentioned or used in any answers.

1. SOLICITING SDBEs.

(a) Did your firm solicit, through all reasonable and available means, the interest of all SDBEs certified (that is, in the City's database) in the scopes of work of the contract? **yes** **no**

(b) In such soliciting, did your firm advertise? **yes** **no** Are you attaching copies to this questionnaire, indicating the dates and names of newspaper or other publication for each ad if that information is not already on the ads? **yes** **no**

(c) In such soliciting, did your firm send written (including electronic) notices or letters? Are you attaching one or more sample notices or letters? **yes** **no**

(d) Did your firm attend the pre-bid conference? **yes** **no**

(e) Did your firm provide interested SDBEs with timely, adequate information about the plans, specifications, and requirements of the contract? **yes** **no**

(f) Did your firm follow up with SDBEs that showed interest? **yes** **no**

(g) With reference to the SDBEs that your firm notified of the type of work to be subcontracted -- Did your firm tell them:

- (i) the specific work your firm was considering for subcontracting? **yes** **no**
- (ii) that their interest in the contract is being solicited? **yes** **no**
- (iii) how to obtain and inspect the applicable plans and specifications and descriptions of items to be purchased? **yes** **no**

2. BREAKING DOWN THE WORK.

- (a) Did your firm select portions of the work to be performed by SDBEs in order to increase the likelihood that the goals would be reached? **yes** **no**
- (b) If **yes**, please describe the portions selected. **ANSWER:**

3. NEGOTIATION. In your answers to 3, you may omit information regarding SDBEs for which you are providing Form E-105.

- (a) What are the names, addresses, and telephone numbers of SDBEs that you contacted? **ANSWER:**
- (b) Describe the information that you provided to the SDBEs regarding the plans and specifications for the work selected for potential subcontracting. **ANSWER:**
- (c) Why could your firm not reach agreements with the SDBEs that your firm made contact with? Be specific. **ANSWER:**

4. ASSISTANCE TO SDBEs ON BONDING, CREDIT, AND INSURANCE.

- (a) Did your firm or the City require any subContractors to have bonds, lines of credit, or insurance?
 yes **no** (Note: In most projects, the City has no such requirement for *subContractors*.)
- (b) If the answer to (a) is **yes**, did your firm make efforts to assist SDBEs to obtain bonds, lines of credit, or insurance? **yes** **no** If **yes**, describe your firm's efforts. **ANSWER:**

(c) Did your firm provide alternatives to bonding or insurance for potential subContractors? **yes** **no** If **yes**, describe.
ANSWER:

5. GOODS AND SERVICES. What efforts did your firm make to help interested SDBEs to obtain goods or services relevant to the proposed subcontracting work? **ANSWER:**

6. USING OTHER SERVICES.

(a) Did your firm use the services of the City to help solicit SDBEs for the work? **yes** **no** Please explain. **ANSWER:**

(b) Did your firm use the services of available minority/women community organizations, minority and women Contractors' groups, government-sponsored minority/women business assistance agencies, and other appropriate organizations to help solicit SDBEs for the work? **yes** **no** Please explain. **ANSWER:**

**City of Durham Electronic Waste Shipment Data
July 1, 2014 through June 30, 2015**

Item/Category	Pounds	Percentage
Televisions	284,547	54.40%
Miscellaneous	133,556	25.53%
Monitors	52,846	10.10%
CPU's	47,783	9.13%
Wire	3,595	.69%
Circuit Boards	533	.10%
Laptops	245	.05%

APPENDIX 1- COST PROPOSAL SHEET

Items/Category	Cost per unit	Cost per pound	Revenue per pound
Televisions (CRT) Whole Units			
Televisions (Flat Screen) Whole Units			
Computer Monitors (CRT) Whole Units			
CPU's, Desk Tops, and Laptops (computers) Whole Units			
Wires			
Misc. Peripherals, Keyboards, mice, printers, copiers, handheld devices, and household electronics			
Circuit Boards High Grade			
Circuit Boards Low Grade			
Wood Pallets for packing			
Shrink Wrap (per roll)			
Gaylords (heavy duty)			
Transportation to and from site, also staging			