

REQUEST FOR PROPOSALS FOR COLLECTION AND RECYCLING OF ELECTRONICS FROM HOUSEHOLDS

THIS RFP FOR COLLECTION AND RECYCLING OF ELECTRONICS FROM HOUSEHOLDS (this “RFP”) is made by the Solid Waste Agency of Northern Cook County (“SWANCC”).

SWANCC is a municipal corporation and joint action agency organized in 1988 under Illinois law for the purposes of solid waste management for twenty-three communities in northern Cook County, to include: Arlington Heights, Barrington, Buffalo Grove, Elk Grove Village, Evanston, Glencoe, Glenview, Hoffman Estates, Inverness, Kenilworth, Lincolnwood, Morton Grove, Mount Prospect, Niles, Palatine, Park Ridge, Prospect Heights, Rolling Meadows, Skokie, South Barrington, Wheeling, Wilmette and Winnetka (each a “Member Community” and collectively the “Member Communities”).

SWANCC intends to engage a contractor (“Contractor”) for the collection and recycling of residential materials Covered Electronic Devices (“CEDs”) and Eligible Electronic Devices (“EEDs”) under the Illinois *Electronic Products Recycling and Reuse Act*.

Proposals will be accepted until 4 p.m., Thursday, February 13, 2014. Proposals shall contain, at a minimum, a letter of interest, statement of qualifications, certificate of insurance and a compensation schedule consistent with the scope of work. Proposals will not be opened publically. SWANCC reserves the right to reject any and all proposals at its own discretion.

Proposals may be hand delivered or mailed to SWANCC’s office at:

SWANCC
Attn: Mary S. Allen
2700 Patriot Blvd., Suite 110
Glenview, IL 60026

Proposals may be submitted via email as a PDF document to mary@swancc.org.

Questions can be directed to Mary S. Allen at (847) 724-9205, x 204 or mary@swancc.org.

ARTICLE 1.

DEFINITIONS AND INTERPRETATIONS

Section 1.1 Definitions. As used in this RFP, the following terms shall have the meaning set forth below:

“Accepted Items” means CEDs and EEDs delivered to the Containers at a Permanent Site or a One-Day Event Site.

“CEDs” means covered electronics devices as defined in the Act, as may be amended from time to time, and set forth on Schedule 1, which SWANCC and CONTRACTOR may amend from time to time in accordance with the Act.

“Collection Services” means, collectively, the Permanent Site Collection Services and the One-Day Event Site Collection Services.

“Containers” means a trailer truck container, gaylords, skids and other containers and items reasonably required to collect and store Accepted Items, including but not limited to skids and shrink wrap film.

“EEDs” means eligible electronic devices as defined in the Act, as may be amended from time to time, and set forth on Schedule 1, which SWANCC and CONTRACTOR may amend from time to time in accordance with the Act.

“Excess Items” means any Accepted Items at Permanent Sites for which SWANCC may request Contractor to perform Permanent Site Collection Services after the end of the Term pursuant to Section 8.4.

“IEPA” means the Illinois Environmental Protection Agency.

“Members” means the Village of Arlington Heights, the Village of Barrington, the Village of Buffalo Grove, the Village of Elk Grove Village, the City of Evanston, the Village of Glencoe, the Village of Glenview, the Village of Hoffman Estates, the Village of Inverness, the Village of Kenilworth, the Village of Lincolnwood, the Village of Morton Grove, the Village of Mount Prospect, the Village of Niles, the Village of Palatine, the City of Park Ridge, the City of Prospect Heights, the City of Rolling Meadows, the Village of Skokie, the Village of South Barrington, the Village of Wheeling, the Village of Wilmette and the Village of Winnetka.

“One-Day Event Site” means a Site that shall be available to residents to drop off Accepted Items only as a special event.

“One-Day Event Site Collection Services” means the removal of Accepted Items from a One-Day Site, recycling of such Accepted Items and any other processing of such Accepted Items, including the disposal of any material derived from the processing of such Accepted Items that is not recyclable, provided by CONTRACTOR pursuant to this Agreement.

“Permanent Site” means a Site that shall be available to residents to drop off Accepted Items either one (1) or two (2) days per week.

“Permanent Site Collection Request” shall have the meaning ascribed thereto in Section 3.3(d).

“Permanent Site Collection Services” means the removal of Accepted Items from the Permanent Sites, recycling of such Accepted Items and any other processing of such Accepted Items, including the disposal of any material derived from the processing of such Accepted Items that is not recyclable, provided by Contractor pursuant to this Agreement.

“Promotional Materials” means a listing on SWANCC’s website, an e-list distribution, an announcement in SWANCC’s *Recycling Etc.* newsletter or such other form of promotion as SWANCC elects to utilize in the promotion of the Collection Services contemplated under this Agreement.

“Permanent Site” means one of the locations for collection of Accepted Items identified in Schedule 4, which SWANCC may amend from time to time.

“Term” shall have the meaning ascribed thereto in Section 6.1.

“Unacceptable Items” means any materials other than Accepted Items, including but not limited to items set forth on Schedule 2.

ARTICLE 2.

PERMANENT SITE COLLECTION SERVICES

Section 2.1 Scope of Services. During the Term, Contractor shall provide Permanent Site Collection Services to all Permanent Sites designated by SWANCC.

Section 2.2 Contractor’s Responsibilities. Contractor shall be responsible for the following:

Section 2.3 Materials, Equipment and Labor.

1. Upon notice from SWANCC, Contractor shall furnish Containers to a Permanent Site within two (2) business days, in amounts sufficient to support the Permanent Site Collection Services at the Permanent Site. Contractor shall be responsible for all transportation of Containers to and from a Permanent Site.

Contractor shall furnish all personnel, labor for recycling, equipment and vehicles necessary for performance of the Permanent Site Collection Services, including personnel or labor required to facilitate the deposit of Accepted Items into Containers at the Permanent Site.

Section 2.4 *Collection Schedule.* Contractor shall provide Permanent Site Collection Services to each Permanent Site within forty-eight (48) hours of receiving a Permanent Site Collection Request from SWANCC or a representative of a Member.

Section 2.5 SWANCC's Responsibilities. SWANCC shall be responsible for the following:

Section 2.6 *Permanent Sites.* SWANCC shall identify Permanent Sites for the performance of the Permanent Site Collection Services. All Permanent Sites shall be at facilities directly or indirectly controlled by Members. The initial list of Permanent Sites is included in Schedule 4 attached hereto. SWANCC may amend the list of Permanent Sites from time to time to add or delete locations. SWANCC shall enter into any agreements with the Members as necessary for the Permanent Sites. SWANCC shall ensure that all Permanent Sites have appropriate areas for the storage of Containers and are accessible by Contractor's vehicles and equipment during regular business hours.

Section 2.7 *Receipt of Materials.* SWANCC and its Members shall invite residents to bring Accepted Items to each Permanent Site. Contractor's on-site labor shall remove Accepted Items from residents' cars, sort Accepted Items and deposit Accepted Items into the Containers at a Permanent Site.

ARTICLE 3.

ONE-DAY EVENT SITE COLLECTION SERVICES

Section 3.1 *Scope of Services.* During the Term, Contractor shall provide up to fifteen and no less than eight One-Day Event Collection Services to all One-Day Event Sites designated by SWANCC. Community events and locations may change from time to time.

In 2012, SWANCC held 10 one-day events and collected 173,431 pounds of materials.

In 2013, SWANCC held 14 one-day events and collected 265,070 pounds of materials.

Section 3.2 *Contractor's Responsibilities.* Contractor shall be responsible for the following scope of services and supplies:

1. Upon notice from SWANCC in accordance with Section 3.3, the Contractor shall furnish Containers to a One-Day Event Site at least one hour before the event starting time on the day of the One-Day Event, in amounts sufficient to support the One-Day Event Collection Services at the One-Day Event Site. Contractor shall be responsible for all transportation of Containers to and from a One-Day Event Site. Contractor shall remove all Containers from a One-Day Event Site at the end of the One-Day Event.
2. Contractor shall furnish all personnel, labor for recycling, equipment and vehicles necessary for performance of the One-Day Event Site Collection Services, including personnel or labor

required to facilitate the deposit of Accepted Items into Containers at the One-Day Event Site.

Section 3.3 *SWANCC's Responsibilities.* SWANCC shall be responsible for the following:

1. *One-Day Event Sites.* SWANCC shall identify One-Day Event Sites for the performance of the One-Day Event Site Collection Services. One-Day Event Sites may be at facilities directly or indirectly controlled by SWANCC, Members or other sponsoring organizations. SWANCC shall enter into any agreements with Members or other sponsoring organizations as necessary for each One-Day Event Site. SWANCC shall ensure that all One-Day Event Sites have appropriate areas for the storage of Containers and are accessible by Contractor's vehicles and equipment.
2. *Scheduling.* SWANCC or a representative of a Member shall notify Contractor of the date, location and time of a One-Day Event not less than fourteen (14) days in advance of the One-Day Event, by email or phone to the contact information for Contractor in Section 11.1 or to such other email address or phone number as directed by Contractor.
3. *Receipt of Materials.* SWANCC and its Members shall invite residents to bring Accepted Items to each One-Day Event Site. Contractor shall provide staff to remove Accepted Items from residents' cars, sort Accepted Items and deposit Accepted Items into the Containers at a One-Day Event Site

ARTICLE 4.

CONTRACTOR'S ADDITIONAL RESPONSIBILITIES

Section 4.1 Recycling. Contractor shall take title to, and risk of loss of, all Accepted Items upon (a) loading of the Accepted Items onto Contractor's trailer at a Permanent Site; or (b) delivery of the Accepted Items to the Containers at a One-Day Event Site. Contractor shall recycle, or cause to be recycled, all Accepted Items in accordance with applicable federal, state and local law. Contractor shall be entitled to any payment from a third party for delivery of recycled material from Accepted Items, subject to the revenue sharing described in Section 7.2.

Section 4.2 Collection Inventory. Contractor shall provide SWANCC with a separate semi-annual analytical report, in the format of table, pie chart and bar chart, of collection inventory by location, permanent site, collection event and equipment type. Contractor shall also provide SWANCC with a separate certificate of recycling semi-annually for any Accepted Items collected through permanent sites and one-day events. Contractor shall provide separate certificates for Accepted Items collected pursuant to each of the Permanent Site Collection Services and One-Day Event Collection Services. Each such certificate shall (i) include all information required by the Act to be reported by Collectors to the IEPA (including but not limited to Section 55(c) of the Act), and (ii) be in such form (a) as may be required by the IEPA from time to time and (b) may be acceptable to SWANCC.

Section 4.3 Compliance with Laws.

Contractor shall register with the IEPA as a Recycler (as defined in the Act) and maintain such registration in conformance with the Act and any applicable regulations, including any reporting requirements.

Contractor shall obtain all required licenses and permits and perform the Collection Services in full conformity with all applicable federal, state and local laws and regulations, including, without limitation, the Act.

ARTICLE 5.

SWANCC ADDITIONAL RESPONSIBILITIES

Section 5.1 Promotion. SWANCC shall promote the Collection Services through Promotional Materials targeted at Members and their residents.

Section 5.2 Registration. SWANCC shall register with the IEPA as a Collector (as defined in the Act) and provide information to the IEPA regarding the Permanent Sites and One-Day Event Sites, as may be required by the Act. SWANCC shall maintain such registration in conformance with the Act and any applicable regulations.

ARTICLE 6.

TERM OF AGREEMENT

Section 6.1 Term of Agreement. The term of this Agreement shall commence on **April 1, 2014, and end on April 30, 2015**, unless terminated at an earlier date pursuant to the terms of this Agreement (the "Term"), provided that the term of this Agreement may be extended or otherwise amended upon the mutual agreement of SWANCC and CONTRACTOR in accordance with Section 12.4.

ARTICLE 7.

COMPENSATION

Section 7.1 Compensation.

SWANCC shall pay Contractor \$_____ per pound for disclosed items or the Contractor will pay SWANCC a revenue share of \$_____ per pound for disclosed items or an item will remain cost-neutral to both SWANCC and the Contractor, provided with the Permanent Site Collection Services or the One-Day Event Collection Services according to Schedule 1 and Schedule 2.

Item	Cost per pound	Revenue per pound	Cost neutral

In 2012, a total of 548,683 pounds of electronics were collected from the SWANCC region.

In 2013, a total of 701,264 pounds of electronics were collected from the SWANCC region.

Section 7.2 Revenue Sharing. If Contractor pays to SWANCC a percentage of revenue received for Accepted Items collected as part of the Permanent Site Collection Services and for Accepted Items collected as part of the One-Day Event Collection Services. Contractor shall make all payments to SWANCC with the delivery of the reports and certificates pursuant to Section 4.2.

ARTICLE 8.

INSURANCE

Section 8.1 Insurance Requirements. Contractor shall maintain during the Term insurance coverages required by law and by Schedule 3 attached hereto. All insurance policies shall name SWANCC and its Members, and their respective officers, directors, employees, agents and consultants, as additional insureds with respect to any coverage (excluding the Worker’s Compensation Policy but not the Employer’s Liability portion thereof).

Section 8.2 Proof of Insurance. Prior to commencing the Collection Services, Contractor shall deliver, or cause to be delivered, to SWANCC certificates of insurance and the policy endorsements evidencing the insurance coverages Contractor is required to purchase and maintain pursuant to this Agreement. Contractor shall provide or cause to be provided, not less than thirty (30) days prior to expiration of the then current coverages, renewal certificates of insurance, or such similar evidence, if such coverages have an expiration or renewal date occurring during the Term. The receipt of any certificate does not constitute agreement by SWANCC that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are adequate for their purpose under this Agreement. The failure of SWANCC to require certificates or other insurance evidence from Contractor is not a waiver by SWANCC of such requirements.

ARTICLE 9.

INDEMNIFICATION

Section 9.1 Indemnification. Contractor shall save and hold harmless SWANCC, its Members and their respective agents, successors, or assigns from and against all suits, claims, actions, damages, liability and expenses in connection with any loss of life, personal injury or property damage caused by Contractor, its agents, contractors, employees, servants, invitees, or licensees out of any occurrence, act or omission to act or in the performance of this Agreement during the Agreement term. Contractor shall at its own cost and expense, pay all reasonable charges of attorneys, and all costs and their expenses incurred in connection with such action or actions; and any judgment rendered against SWANCC, its Members, their respective agents, successors, or assigns in any such action or actions. Contractor shall at its own cost and expense, satisfy and discharge the same.

ARTICLE 10.

TERMINATION

Section 10.1 General Termination. This Agreement may be canceled and terminated by either SWANCC or Contractor on thirty (60) days prior written notice to the other party.

Section 10.2 Non-Performance Termination. Either party shall have the right to terminate this Agreement upon not less than ten (10) days written notice to the other party for non-performance of any of the terms and conditions of this Agreement.

ARTICLE 11.

NOTICES

Section 11.1 Notices. Unless otherwise specified, any notices or communications required to be given to or served upon SWANCC or shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier; (iii) personal delivery with receipt acknowledged in writing; (iv) facsimile to the fax number specified below; or (v) electronic delivery to the email address specified below. Either party shall have the right to change from time to time its mailing address, fax number or email address. Until new addresses shall be given the parties' respective addresses shall be:

To SWANCC:

Mary S. Allen
Recycling and Education Director
Solid Waste Agency of Northern Cook County
2700 Patriot Boulevard, Suite 110
Glenview, Illinois 60026
P: (847) 724-9205 x 204
F: (847) 724-9605
Email: mary@swancc.org

To Contractor:

To be determined.

ARTICLE 12.

MISCELLANEOUS

Section 12.1 Relation of Parties. Contractor shall act as an independent contractor. All personnel used by Contractor shall be employees of Contractor. Contractor will pay all wages and appropriate expenses of said personnel, as well as employer's Federal, State and Social Security taxes, Federal and State Employment taxes and any other required personnel taxes.

Section 12.2 No Interference with Existing Contractual Relationships. It is understood and agreed by Contractor and by SWANCC, for itself and on behalf of the Members, that the execution of this Agreement is not intended to affect or interfere with any existing contractual relationships for the collection and hauling of solid waste in the SWANCC region.

Section 12.3 A Contractor Agreement. This Agreement may not be assigned by Contractor without the prior written consent of SWANCC and may not be assigned by SWANCC, other than to one or more Members, without the prior written consent of Contractor. This Agreement shall be binding upon and shall inure to the benefit of SWANCC and the Members.

Section 12.4 Entire Agreement; Modification. This Agreement sets forth the rights and obligations of the parties to this Agreement. This Agreement: (a) constitutes the entire and integrated agreement between the parties with respect to the transactions contemplated by this Agreement, (b) supersedes and replaces all prior negotiations, agreements or understandings with respect to the transactions contemplated by this Agreement and (c) may be modified only by written instrument which refers to this Agreement and which is duly executed by both parties.

Section 12.5 Governing Law; Venue. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of Illinois, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. The parties agree that the Circuit Court of Cook County shall be the exclusive venue for any action arising out of or brought under this Agreement.

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SCHEDULE 1

ACCEPTED ITEMS UNDER IL LAW

Covered Electronic Devices

1. Computers (desktop, notebook, tablet)
2. Computer monitors
3. Printers (including multi-function printer, copiers and printer/fax combinations)
4. Televisions

Eligible Electronic Devices

1. Cable receiver
2. Computer cable
3. Converter Box
4. Fax machines
5. Mobile telephones
6. Mouse or keyboards
7. MP3 players
8. Portable digital assistants (PDAs)
9. Satellite Receiver
10. Scanners
11. Video game consoles
12. Videocassette recorder/player (VHS), digital video disk player (DVD) or similar video device
13. Zip drives

SCHEDULE 2

OTHER ITEMS – not covered under IL LAW

1. Electronic devices that are a part of a motor vehicle
2. Electronic devices that are part of a larger piece of equipment (industrial or commercial, etc.).
3. Electronic devices contained within a home appliance (clothes washer, clothes dryer, refrigerator, refrigerator and freezer, microwave oven, conventional oven or range, dishwasher, room air conditioner, dehumidifier, water pump, sump pump or air purifier).
4. Air Conditioners
5. Humidifiers
6. Dehumidifiers
7. Microwaves
8. Home Appliances - (no toasters, blenders, vacuum cleaners, stoves, refrigerators, etc.)
9. Power Tools or Cords
10. Software
11. CDs or DVDs
12. Cameras
13. Camcorders
14. Shredders
15. Copy Machines
16. Answering Machines
17. Calculators
18. Telephones
19. Typewriters
20. Postage Machines
21. Stereo Equipment
22. Items not listed in Schedule 1 or Schedule 2

SCHEDULE 3

INSURANCE

Contractor shall procure and maintain the following insurance during the Term of this Agreement:

Type of Insurance	Required Limits of Liability
Worker's Compensation	Statutory
Employer's Liability	\$100,000 per accident \$100,000 disease (each employee) \$500,000 disease (policy limit)
Commercial General Liability, including "occurrence" coverage for:	
a. Premises and operations, independent contractors protective, contractual liability, broad form property damage and XCU hazards	\$1,000,000 per occurrence for bodily injury and property damage combined. \$2,000,000 annual aggregate per location for bodily injury and property damage combined.
b. Products and completed operations (including broad form property damage)	\$1,000,000 per occurrence for bodily injury and property damage combined. \$2,000,000 annual aggregate per location for bodily injury and property damage combined.
c. Personal injury liability	\$1,000,000 per occurrence \$1,000,000 annual aggregate
d. Damage to Rented Premises	\$100,000 per occurrence
e. Medical expenses	\$5,000 per person
Automobile Liability (including owned, non-owned and hired vehicles)	\$1,000,000 combined single limit \$250 comprehensive deductible (hired auto physical damage) \$500 collision deductible (hired auto physical damage)
Umbrella/Excess Liability	\$2,000,000 each occurrence \$2,000,000 aggregate
Pollution Legal Liability	Statutory minimums required by the Electronic Products Recycling and Reuse Act, 415 ILCS 150/50(d)(3) but not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

All insurance companies must be reasonably acceptable to SWANCC. Minimum insurance carrier requirements include a current rating of A.M. Best Co., Inc. of “A VIII.” All liability coverages shall be written on an occurrence basis. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced or altered or renewal refused until at least thirty (30) days’ prior written notice has been given to the SWANCC by certified mail.

SCHEDULE 4

PERMANENT SITES – except Holidays

Winnetka Public Works Facility

1390 Willow Road

Winnetka, IL

Tuesdays – 10 a.m. to noon

Thursdays – 1 to 3 p.m.

Glenview Transfer Station

1151 N River Road

Glenview, IL

Saturdays – 9:30 to 11:30 a.m.

Hoffman Estates Village Hall

1900 Hassell Rd

Hoffman Estates, IL

Mondays (from April through November) 10 a.m. to noon

Mount Prospect Public Works Facility

1700 West Central Road

Mount Prospect, IL

Wednesdays (from April through October) 10 a.m. to noon

Other locations: to be mutually agreed to by CONTRACTOR and SWANCC

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