

REQUEST FOR PROPOSALS FOR COLLECTION AND RECYCLING OF MERCURY-CONTAINING HOUSEHOLD GOODS

THIS RFP FOR COLLECTION AND RECYCLING OF MERCURY-CONTAINING HOUSEHOLD GOODS (this “RFP”) is made by the Solid Waste Agency of Northern Cook County (“SWANCC”).

SWANCC is a municipal corporation and joint action agency organized under Illinois law for the purposes of solid waste management for twenty-three communities in northern Cook County, including 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 (each a “Member Community” and collectively the “Member Communities”).

SWANCC intends to engage a contractor (“Contractor”) for the collection and recycling of residential universal waste materials, including fluorescent light bulbs, thermometers and other mercury-containing household goods.

Proposals will be accepted until 4:00 P.M., Thursday, March 14, 2013. 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 publicly. 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: Steven Schilling, P.E.
2700 Patriot Blvd. Suite 110
Glenview, IL 60026

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

Questions can be directed to Mr. Schilling at (847) 724-9205 x 205 or steven@swancc.org.

ARTICLE 1.

RESPONSIBILITIES OF CONTRACTOR

Section 1.1 Scope of Services. The Contractor shall provide, or cause to be provided, the services described in this RFP with respect to the removal, transportation, recycling and any other processing of the items identified in Schedule 1 (“Accepted Items”), including the disposal of any material derived from the processing of Accepted Items that is not recyclable (the “Collection Services”).

Section 1.2 Containers. Upon notice from SWANCC, The Contractor shall furnish 5-gallon containers with a lid for mercury thermometers, wall switches and thermostats and containers and items reasonably required to collect and store Accepted Items (“Containers”) to any location within the Member Communities (each a “Collection Site”) within two (2) business days, in amounts sufficient to support the Collection Services at the Collection Site. SWANCC shall compensate the Contractor for the Containers in accordance with the proposed compensation schedule. The Contractor shall be responsible for all transportation of Containers to and from a Collection Site. As part of the Collection Services, the Contractor will collect, and remove from a Collection Site, Containers with Accepted Items and will leave an empty Container at the Collection Site.

Section 1.3 Labor and Equipment. The Contractor shall furnish, or cause to be furnished, all personnel, labor, equipment and vehicles necessary for performance of the Collection Services.

Section 1.4 Collection Schedule. The Contractor shall provide Collection Services to each Collection Site within five (5) business days of receiving a Collection Request from SWANCC or a representative of a Member in accordance with Section 2.3. SWANCC acknowledges that the Contractor will schedule Collection Services based on “milk-run service” whereby pick-ups will be scheduled based on established pick-up routes by geographic area.

Section 1.5 Recycling. The Contractor shall collect Accepted Items from a Collection Site and shall recycle, or cause to be recycled, or otherwise dispose of all Accepted Items at a facility that is licensed and permitted to lawfully receive the material in accordance with applicable federal, state and local law (a “Processing Facility”). The Contractor may also use a third party broker to transport Accepted Items to a Processing Facility that is licensed and permitted to lawfully transport the material in accordance with applicable federal, state and local law (a “Transportation Company”). Prior to using any Processing Facility or Transportation Company, the Contractor shall provide (i) written notice to SWANCC of the use of any such Processing Facility or Transportation Company and (ii) evidence sufficient to SWANCC to confirm that each such Processing Facility and/or Transportation Company is licensed and permitted in accordance with law.

Section 1.6 Collection Inventory. The Contractor shall provide SWANCC with a separate certificate of recycling on a quarterly basis for any Accepted Items collected in the

previous three months and cumulative for the Term. Each such certificate shall be in a form acceptable to SWANCC.

Section 1.7 Compliance with Laws. The 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.

ARTICLE 2.

RESPONSIBILITIES OF SWANCC

Section 2.1 Collection Sites. SWANCC shall identify Collection Sites for the performance of the Collection Services. All Collection Sites shall be at facilities directly or indirectly controlled by Members. In general, there will be at least one Collection Site in each of SWANCC's Member Communities. SWANCC may amend the list of Collection Sites from time to time to add or delete locations. SWANCC shall enter into any agreements with the Members as necessary for the Collection Sites. SWANCC shall ensure that all Collection Sites have appropriate areas for the storage of Containers and are accessible by the Contractor's vehicles and equipment during regular business hours.

Section 2.2 Receipt of Materials. SWANCC and its Members shall invite residents to bring Accepted Items to each Collection Site. Neither SWANCC nor its Members shall be responsible for sorting any of the Accepted Items.

Section 2.3 Collection Requests. SWANCC or a representative of a Member shall notify the Contractor when the Containers at a Collection Site are full or it is otherwise necessary for the Contractor to perform the Collection Services at a Collection Site (a "Collection Request"). SWANCC shall give the Contractor notice of each Collection Request by email, phone, or facsimile to the contact information provided by the Contractor.

Section 2.4 SWANCC shall promote the Collection Sites through promotional materials targeted at Members and their residents.

ARTICLE 3.

TERM AND TERMINATION

Section 3.1 Term of Agreement. The term of the Agreement shall commence on May 1, 2013, and end on April 30, 2014, unless terminated at an earlier date pursuant to the terms of the Agreement (the "Terms"), provided that the term of the Agreement may be extended or otherwise amended upon the mutual agreement of SWANCC and the Contractor.

Section 3.2 General Termination. The Agreement may be canceled and terminated by either SWANCC or the Contractor on thirty (30) days' prior written notice to the other party.

Section 3.3 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 the Agreement.

ARTICLE 4.

COMPENSATION

Section 4.1 Compensation. SWANCC shall pay the Contractor for the Collection Services in accordance with the cost for processing of each Accepted Item as identified in the Compensation Schedule (Schedule 1). The Contractor shall send to SWANCC an invoice detailing such costs on a quarterly basis, not to exceed more than four (4) invoices each year, for the Collection Services for the previous three (3) months. SWANCC shall pay each invoice within thirty (30) days of receipt.

Section 4.2 Reimbursement for Unacceptable Items. SWANCC shall be responsible for the cost of disposing of any items deposited in the Containers and collected by the Contractor as part of the Collection Services that are not Accepted Items (“Unacceptable Items”). SWANCC shall reimburse R3 for the actual cost of disposing of such Unacceptable Items. In conjunction with the certificates of recycling described in Section 1, The Contractor shall send to SWANCC on a quarterly basis an invoice detailing the inventory of any such Unacceptable Items collected as part of the Collection Services including the cost of disposing of any such Unacceptable Items. SWANCC shall pay such invoices within thirty (30) days of receipt. Notwithstanding the foregoing, SWANCC shall not be responsible for any additional cost of disposing of any material derived from the processing of Accepted Items that is not recyclable.

Section 4.3 Reimbursement for Excess Items. The parties acknowledge that there may Accepted Items at Collection Sites after the end of the Term (“Excess Items”). If the Contractor and SWANCC do not agree to extend the Term or otherwise renew the Agreement, upon mutual agreement of the parties SWANCC may request the Contractor to perform Collection Services for any such Excess Items. In such case, SWANCC shall pay the Contractor for the cost of such services in accordance with the rates set forth in the Compensation Schedule. The Contractor shall send to SWANCC an invoice detailing the inventory of any such Excess Items collected, in conjunction with the certificate of recycling described in Section 1.6. SWANCC shall pay such invoice within thirty (30) days of receipt.

ARTICLE 5.

INSURANCE AND INDEMNIFICATION

Section 5.1 Insurance Requirements. The 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 each of its 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 5.2 Proof of Insurance. Prior to commencing the Collection Services, The Contractor shall deliver, or cause to be delivered, to SWANCC certificates of insurance evidencing the insurance coverages the Contractor is required to purchase and maintain pursuant to the Agreement. The 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 the Contractor is not a waiver by SWANCC of such requirements.

Section 5.3 Indemnification. The Contractor shall save and hold harmless SWANCC, its Members and each of its 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 the 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. The Contractor shall at its own cost and expense, pay all reasonable charges of attorneys, and all costs and expenses incurred in connection with such action or actions, and any judgment rendered against SWANCC, its Members, or each of its and their respective agents, successors, or assigns in any such action or actions. The Contractor shall at its own cost and expense, satisfy and discharge the same. The Contractor's indemnification obligations as described in this Section 5.3 shall be subject to the coverage conditions, limitations and/or exclusions of the insurance policies maintained by the Contractor as required by Section 5.1 and further described in Schedule 3.

ARTICLE 6.

MISCELLANEOUS

Section 6.1 Notices. Unless otherwise specified, any notices or communications required to be given to or served upon SWANCC or the Contractor 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:	Steven Schilling, P.E. Acting Executive Director Solid Waste Agency of Northern Cook County 2700 Patriot Boulevard, Suite 110 Glenview, Illinois 60026 P: (847) 724-9205 F: (847) 724-9605 Email: steven@swancc.org
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To Contractor:	To be determined.
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Section 6.2 Relation of Parties. The Contractor shall act as an independent contractor. All personnel used by the Contractor shall be employees of the Contractor. The 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 6.3 No Interference with Existing Contractual Relationships. It is understood and agreed by the Contractor and by SWANCC, for itself and on behalf of its Members, that the execution of the 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 6.4 Assignment. The Agreement may not be assigned by the 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 the Contractor. This Agreement shall be binding upon and shall inure to the benefit of SWANCC and the Members.

Section 6.5 Entire Agreement; Modification. The Agreement sets forth the rights and obligations of the parties to the Agreement. The Agreement: (a) constitutes the entire and integrated agreement between the parties with respect to the transactions contemplated by the Agreement, (b) supersedes and replaces all prior negotiations, agreements or understandings with respect to the transactions contemplated by the Agreement and (c) may be modified only by written instrument which refers to the Agreement and which is duly executed by both parties.

Section 6.6 Governing Law; Venue. The 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 the Agreement.

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SCHEDULE 1

COMPENSATION SCHEDULE

ACCEPTED ITEMS AND COST (\$) / UNIT

<u>Item</u>	<u>Cost (\$) / Unit</u>
Labor, Transportation & Supplies	/ completed Collection Request
Compact Fluorescent bulbs	/bulb
High Intensity Discharge (HID) bulbs	/ bulb
4' Fluorescent bulbs	/ bulb
8', U, Circular Fluorescent bulbs, other misc.	/ bulb
Mercury-containing Thermometers, Wall Switches, Thermostats, and other mercury-containing items	/ pound

SCHEDULE 2

COLLECTION SITES

To be determined. Currently each of the 23 Member Communities has at least one Collection Site. For a list of SWANCC communities, visit <http://www.swancc.org/contacts/who-is-swancc>.

SCHEDULE 3

INSURANCE

R3 shall procure and maintain the following insurance during the Term of this Agreement:

Type of Insurance	Required Limits of Liability
Worker's Compensation	Statutory minimum
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	\$4,000,000 each occurrence \$4,000,000 aggregate
Pollution Legal Liability	\$2,000,000 per occurrence and \$2,000,000 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.