

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
8/9/2016

SUBJECT:	SUBMITTED BY:
Electronics Recycling	Michael Baker Deputy Village Manager

SYNOPSIS

A motion is requested to award a contract to Elgin Recycling for recycling of electronic materials with an estimated cost of \$17,600. If approved, this service will be provided as part of the 2016 Recycling Extravaganza.

STRATEGIC PLAN ALIGNMENT

The goals for 2015-17 include *Steward of Financial, Environmental and Neighborhood Sustainability and Exceptional Municipal Services*.

FISCAL IMPACT

The FY16 budget includes \$5,000 in the General Fund for expenses related to the annual Recycling Extravaganza.

UPDATE & RECOMMENDATION

This item was discussed at the August 2, 2016 Village Council meeting. Staff recommends approval on the August 9, 2016 Active Agenda.

BACKGROUND

Since 2009, the Village has held an annual Recycling Extravaganza in the early Fall. This event allows all participants to drop off material at the location of the event to be recycled at no direct cost. All individuals who bring materials eligible for collection can participate and there have never been any restrictions based on residence. Items collected include electronics, batteries, flags, fire extinguishers, clothing, scrap metal and furniture and other small household items. In recent years, there has also been a vendor available for paper shredding and document destruction.

As a result of state restrictions imposed in 2012 on the disposal of electronics as part of regular solid waste collection, electronics recycling has been heavily utilized. 84,126 pounds of electronics were collected at the event in 2015. Vendor costs for the 2015 Recycling Extravaganza are listed below:

2015 Recycling Extravaganza Event Vendor Expenses

Vendor	2015 Expense
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Electronics Recycling - based on weight of material collected	\$4,581.96
Document Destruction	\$700.00
Battery Recycling	(\$376.68)*
Total Vendor Expense	\$4,905.28

*The Village gets a small amount of revenue for recycling batteries

During the planning of the 2016 Recycling Extravaganza, staff was notified by New Life Electronics Recycling, the 2015 vendor, of additional charges for their electronics recycling services. Staff issued a Request for Proposal and received responses from two vendors: Elgin Recycling and Republic Services.

The table below summarizes the projected expenses with the estimated costs for both of the vendors, as well as additional vendor costs. The projections assume similar weight of electronics collected in 2016 as in 2015.

	Year
Vendor	2016 Projected Expenses
Elgin Recycling (low bid)	\$17,579.45
Republic Services	\$22,900.00
Document Destruction	\$700.00
Battery Recycling	(\$376.68)
Total Vendor Expense (with Elgin)	\$17,902.77

If a contract for electronics recycling is approved, the 2016 Recycling Extravaganza would be scheduled for September 10, prior to the Amnesty Day collection. The event would be extensively promoted to Village residents.

There are alternative programs available for electronics recycling which the Village regularly informs interested residents about. The most conveniently accessible program is offered by the Downers Grove Township and occurs monthly at their site on Quincy Street in Westmont. Participants who want to recycle televisions and computer monitors are required to obtain a prepaid coupon prior to drop off these electronics at the event. More information regarding this program can be found on the attached flyer from the Township. Upcoming Township events are scheduled for August 20 and September 17. Additional information provided by DuPage County is also attached.

Staff did communicate with Township Officials to understand how their existing program could potentially work in conjunction with a Village Recycling Extravaganza. Given the prepaid requirement for participation, staff feels that it would be difficult to successfully incorporate this type of program into the manner in which the Recycling Extravaganza has been conducted in the past. In the event that the Village Council does not proceed with the electronics recycling contract in 2016, the Village will continue to promote the Township's program.

ATTACHMENTS

Elgin Recycling Contract

Downers Grove Township Electronics Recycling Program Flyer

DuPage County Electronics Recycling Information

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Village Manager DATE: August 9, 2016
(Name)

RECOMMENDATION FROM: _____ FILE REF: _____
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to award a contract to Elgin Recycling for the recycling of electronic materials in the estimated amount of \$17,600.

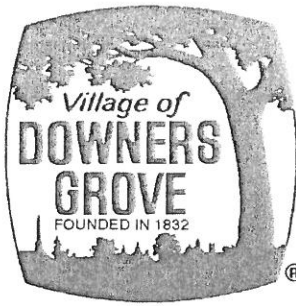
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SUMMARY OF ITEM:

Adoption of this motion shall award a contract to Elgin Recycling for the recycling of electronic materials in the estimated amount of \$17,600.

RECORD OF ACTION TAKEN:

Village of Downers Grove

**® REQUEST FOR PROPOSAL**Name of Proposing Company: Elgin RecyclingProject Name: COLLECTION AND RECYCLING OF RESIDENTIAL ELECTRONICSProposal No: RFP-0-39-2016/TTProposal Due: June 16, 2016, 2:00 p.m.

Pre-Proposal Conference: NA

Required of All Proposers:

Deposit: No

Letter of Capability of Acquiring Performance Bond: No

Required of Awarded Contractor:

Performance Bond/Letter of Credit: No

Certificate of Insurance: **Yes**Legal Advertisement Published: June 2, 2016Date Issued: June 2, 2016This document consists of 25 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all Proposals, to waive technicalities and to accept or reject any item of any Proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total Proposal. Upon formal award of the Proposal, the successful Proposer will receive a copy of the executed contract.

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I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **June 16, 2016, 2:00 p.m.**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **Theresa Tarka**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

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3. PRE- PROPOSAL CONFERENCE

- 3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Proposers is strongly advised as this will be the last opportunity to ask questions concerning the Proposal.
- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 4.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.
- 4.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

5. SECURITY FOR PERFORMANCE

- 5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer's Proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each Proposer shall submit with the Proposal either a letter executed by its surety company indicating the Proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

6. DELIVERY

- 6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

7. TAX EXEMPTION

- 7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and

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supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to selected vendor.

8. RESERVED RIGHTS

- 8.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS**9. VILLAGE ORDINANCES**

- 9.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

10. USE OF VILLAGE'S NAME

- 10.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

11. SPECIAL HANDLING

- 11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 12.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

13. NONDISCRIMINATION

- 13.1 Proposer shall, as a party to a public contract:

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- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- 13.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.
- 14. SEXUAL HARASSMENT POLICY**
- 14.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:
- 14.1.1 Notes the illegality of sexual harassment;
 - 14.1.2 Sets forth the State law definition of sexual harassment;
 - 14.1.3 Describes sexual harassment utilizing examples;
 - 14.1.4 Describes the Proposer's internal complaint process including penalties;
 - 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
 - 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.
- 15. EQUAL EMPLOYMENT OPPORTUNITY**
- 15.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:
- 15.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority

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persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 15.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 15.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 15.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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16. **DRUG FREE WORK PLACE**
Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 16.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 16.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 16.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 16.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 16.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
17. **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**
- 17.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Proposer agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.
18. **PREVAILING WAGE ACT**
The Prevailing Wage Act is not applicable to this contract.

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19. PATRIOT ACT COMPLIANCE

- 19.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

20. INSURANCE REQUIREMENTS

- 20.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000 \$1,000,000 \$1,000,000	Each Accident Disease Policy Limit Disease Each Employee
Comprehensive General Liability	\$2,000,000 \$2,000,000	Each Occurrence Aggregate <i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate
Umbrella Liability	\$ 5,000,000	

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- 20.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 20.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A-VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt

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thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

- 20.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 20.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

21. COPYRIGHT/PATENT INFRINGEMENT

- 21.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

22. COMPLIANCE WITH OSHA STANDARDS

- 22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

23. CERCLA INDEMNIFICATION

- 23.1 In the event this is a contract that has environment aspects, the Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, *et seq.*, as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Proposer, both before and after its disposal.

24. BUY AMERICA

- 24.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation

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Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

- 24.2 As a condition of responsiveness, the Contractor agrees to submit with its proposal submission, an executed Buy America Certificate, attached hereto.

25. CAMPAIGN DISCLOSURE

- 25.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 25.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 25.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 25.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

26. SUBLETTING OF CONTRACT

- 26.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

27. TERM OF CONTRACT

- 27.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section.

28. TERMINATION OF CONTRACT

- 28.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.

Village of Downers Grove

- 28.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

29. BILLING & PAYMENT PROCEDURES

- 29.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 29.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 29.3 If this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 29.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 30.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

31. STANDARD OF CARE

Village of Downers Grove

- 31.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 31.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 31.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s') failure to perform its work in accordance with contract documents.

32. GOVERNING LAW

- 32.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

33. SUCCESSORS AND ASSIGNS

- 33.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

34. WAIVER OF CONTRACT BREACH

- 34.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

35. AMENDMENT

- 35.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

36. NOT TO EXCEED CONTRACT

- 36.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the initial contract.

Village of Downers Grove

- 36.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

37. SEVERABILITY OF INVALID PROVISIONS

- 37.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

38. NOTICE

- 38.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

39. COOPERATION WITH FOIA COMPLIANCE

- 39.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et. seq.

Village of Downers Grove

III. DETAIL SPECIFICATIONS**COLLECTION & RECYCLING OF RESIDENTIAL ELECTRONICS**

The Village of Downers Grove is seeking proposals for a one day electronic recycling event at the Public Works Facility at 5101 Walnut Downers Grove, IL on September 10, 2016, from 8 a.m. to 1p.m. from registered electronics recycling companies to accept, package, transport and recycle electronics in compliance with Public Act 97-0287 - Electronic Products Recycling & Reuse Act and all other appropriate laws and regulations, in a manner that is beneficial to the communities and environment where the materials are dismantled and recycled.

Listed below are the items received during last year's Recycling Extravaganza event. Please provide the cost per pound for each item below, as well as list any other fees your company would charge for this event:

Item	Cost per pound
Computers	\$0.00
Monitors	\$0.25
Printers/ Fax/ Scanners	\$0.07
CRT TVs (plastic)	\$0.25
TVs (consoles/ projections)	\$0.30
Flat Screen TVs	\$0.25
Remaining CEDs	\$0.07
EEDs	\$0.00
Microwaves	\$0.07
Batteries	\$0.25
Other electronic items	\$0.00

Other Charges/Fees	Amount
Service Fee	\$3,200
Total Other Charges/Fees	\$3,200

Please provide qualifications and safety record; references from existing or prior clients.

Village of Downers Grove

Please list also what items are not acceptable.

If you have any additional questions please feel free to contact Theresa Tarka at 630-434-5530.

Village of Downers Grove

IV. PROPOSER'S RESPONSE TO RFP

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village.)



ELECTRONICS RECYCLING EVENT PROPOSAL

Prepared for: *Downers Grove*




SERVING THE CHICAGOLAND AREA FOR OVER 30 YEARS

CORPORATE OFFICE:

46 East End Drive
Gilberts, IL 60136

Phone: (847) 741-4100

Fax: (224) 293-6595

www.elginrecycling.com

CONTACT:

BRETT SIMON

Electronics Warehouse Director

Office: (847) 741-4100

Cell: (224) 223-3511

brettsimon@elginrecycling.com

BRETT BARTON

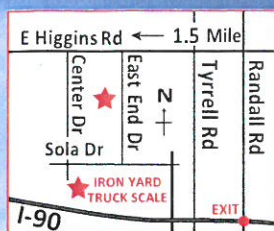
Marketing Manager

Direct: (224) 293-6583

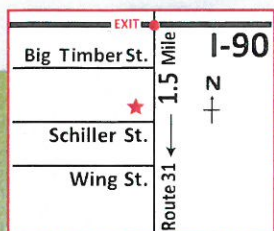
Cell: (847) 420-7051

bbarton@elginrecycling.com

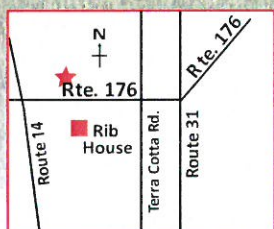




ELGIN RECYCLING
 46 E. End Drive, Gilberts
 161 Center Drive, Gilberts



ELGIN RECYCLING
 660 Schiller Street, Elgin



CRYSTAL LAKE RECYCLING
 5114 Terra Cotta Ave., Crystal Lake



ELGIN RECYCLING
 145 S. Weiler Rd, Arlington Heights

ELGIN RECYCLING, INC. MISSION STATEMENT

At Elgin Recycling, we pledge to provide distinctive quality and unparalleled customer service as we strive to gain the respect and trust of our customers, suppliers and vendors, while maintaining a clear commitment to the environment.

ABOUT US

Elgin Recycling is a family owned business and has been in business for over 30 years. What once began as a silver smelting business in 1978, as the 80's progressed we expanded to a small, non-ferrous recycling center. Today we have expanded to a multi-facility operation, processing all metals & materials including ferrous metals, exotic alloys, paper, electronics and plastic. Using Niton analysis, we can quickly and accurately determine the alloy of your metal. We also provide brokering services, asset management, de-installation, light demolition and warehousing.

We have grown from our original recycling center, to five full service scrap metal facilities in Elgin, Crystal Lake, Gilberts, and our new location in Elk Grove Township.

CORPORATE OFFICE:

46 East End Drive
 Gilberts, IL 60136

Phone: (847) 741-4100
 Fax: (224) 293-6595

contactus@elginrecycling.com
 www.elginrecycling.com

EHS POLICY

Elgin Recycling, Inc. is committed to conducting business in a safe and environmentally ethical manner while maintaining an honest relationship with our employees, customers, and community. We are committed to a policy for managing used and end-of-life electronics equipment that is based on the reuse, recover, dispose, recycling hierarchy and we strive to conserve the use of natural resources and energy in our daily operations. We make the safety and well-being of our employees a priority, and work to create and maintain the safest and healthiest working environment possible. We maintain responsible management strategies with a firm commitment to pollution prevention and the health and safety of others. To achieve these standards, we adhere to the following operational goals:

- Meeting or exceeding our contractual obligations for product quality;
- Deliver all products on or before the agreed delivery date;
- To continuously improving our products, process, and systems;
- Training our personnel to share the same commitment to the environment, their personal safety, and the safety of others.
- Complying with all safety and environmental laws, regulations, and other legal requirements;
- Executive Management regularly reviews the environmental health and safety management system performance and compliance to ensure adherence to established goals and policies;
- Performing regular assessment of its environmental health and safety management system using a preventive based approach to continue process improvements;
- Partnering with our vendors and suppliers to adopt the principles in this policy Responsible Recycling EHSMS.

We expect all Elgin Recycling, Inc. employees, management, and principals to strictly adhere to this policy such that we can uphold our clear commitment to the public health, employee safety and our environment.



ROBERT CONROY, Owner/ President





Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

Orion Registrar, Inc., USA

This is to certify the Responsible Recycling System of:

Elgin Recycling, Inc.

1615 Dundee Avenue

Elgin, Illinois 60120

USA

Has been audited by a certification body that is in conformance with ISO/IEC 17021 requirements and applicable ANAB requirements. The organization is found to be in conformance with all requirements.

R2:2013

As applied by the R2 Code of Practices including No Allowance was applied as defined in the Section VII.

The Responsible Recycling System is applicable to:

Dismantling of Computer Components and Sorting/Packaging of all other End of Life Associated Electronics for Recycling

The Certification period is from

August 29, 2014 to August 28, 2017

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID 02144-00001. Certificate ID A0004039-1.

IAF / NAICS / SIC Code(s): 24 / 423930 / 5093



Paul M. Burck
Paul M. Burck, President

09/04/2014

Date



Responsible™
Recycling

7502 W. 80th Avenue, Suite 225 ▼ Arvada, Colorado 80003 ▼ 303-456-6010 ▼ FAX 303-456-6681 ▼ www.orion4value.com

To authenticate this certificate, please visit: <http://www.orion4value.com/about-orion/registered-companies/>



Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

Orion Registrar, Inc., USA

This is to certify the Occupational Health and Safety Management Standard of:

Elgin Recycling, Inc.

1615 Dundee Avenue

Elgin, Illinois 60120

USA

Has been assessed by Orion Registrar and found to be in compliance with the following Quality Standard:

OHSAS 18001:2007

The Occupational Health and Safety Management Standard is applicable to:

**Dismantling of Computer Components and Sorting/Packaging of
all other End of Life Associated Electronics for Recycling**

The Certification period is from

August 29, 2014 to August 28, 2017

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID 02144-00001. Certificate ID A0004038-1.

IAF / NAICS / SIC Code(s): 24 / 423930 / 5093



Paul M. Burck

Paul M. Burck, President

09/04/2014

Date

7502 W. 80th Avenue, Suite 225 ▼ Arvada, Colorado 80003 ▼ 303-456-6010 ▼ FAX 303-456-6681 ▼ www.orion4value.com

To authenticate this certificate, please visit: <http://www.orion4value.com/about-orion/registered-companies/>



Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

Orion Registrar, Inc., USA

This is to certify the Environmental Management System of:

Elgin Recycling, Inc.

1615 Dundee Avenue

Elgin, Illinois 60120

USA

Has been assessed by Orion Registrar and found to be in compliance with the following Environmental Management Standard:

ISO 14001:2004

The Environmental Management System is applicable to:

Dismantling of Computer Components and Sorting/Packaging of all other End of Life Associated Electronics for Recycling

The Certification period is from

August 29, 2014 to August 28, 2017

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID 02144-00001. Certificate ID A0004037-1.

IAF / NAICS / SIC Code(s): 24 / 423930 / 5093



Paul M. Burck
Paul M. Burck, President

09/04/2014

Date



7502 W. 80th Avenue, Suite 225 ▼ Arvada, Colorado 80003 ▼ 303-456-6010 ▼ FAX 303-456-6681 ▼ www.orion4value.com

To authenticate this certificate, please visit: <http://www.orion4value.com/about-orion/registered-companies/>

REFERENCES

COMPANY NAME:	Village of Schaumburg
ADDRESS:	714 S. Plum Grove Road
	Schaumburg IL 60193
CONTACT PERSON:	Martin Metreger
TELEPHONE NUMBER:	(847)-923-6644

COMPANY NAME:	City of McHenry
ADDRESS:	1415 Industrial Drive
	McHenry, IL 60050
CONTACT PERSON:	Nancy Lorch
TELEPHONE NUMBER:	815-363-2186

COMPANY NAME:	SCARCE
ADDRESS:	799 Roosevelt Road
	Building 2, Suite 108
	Glen Ellyn, IL 60137
CONTACT PERSON:	Kay McKeen
TELEPHONE NUMBER:	630-545-9710

Event Experience

Please review a sample of our event experience over the past few years.

Event Description	Lbs Collected
Schaumburg Electronics Event Recycler (2016)	126,887
Schaumburg Electronics Event Recycler (2015)	95,254
Schaumburg Electronics Event Recycler (2014)	110,697
Hanover Park Electronics Event Recycler (2015)	42,983
Hanover Park Electronics Event Recycler (2014)	27,503
Deer Park Electronics Event Recycler (2016)	38,602
Deer Park Electronics Event Recycler (2015)	17,344
Deer Park Electronics Event Recycler (2014)	13,983
City of McHenry Electronics Event Recycler (2016)	46,324
City of McHenry Electronics Event Recycler (2015)	16,843
City of McHenry Electronics Event Recycler (2014)	19,296
City of McHenry Electronics Event Recycler (2013)	15,696



DETAILS FOR ELECTRONICS RECYCLING SERVICES

ELECTRONIC RECYCLING SERVICES

Type: One Day Event

The charges stated below will include all trucking, 53' trailers, flatbed with forklift (propane included), (12-15) on-site employees for unloading and material processing, packaging materials (skids, gaylords, plastic wrap, poly banding, etc.) and proper recycling of all electronics collected.

SERVICE CHARGES

\$3,200 (includes (4) semi trailers, (1) forklift price includes delivery and propane.)

MATERIAL CHARGES

\$0.25 per lb on all TV's & monitors. (excluding wood console / rear projection TVs)

\$0.30 per lb on wood console / rear projection TVs

\$0.07 per lb on all other CEDs

ITEMS NOT ACCEPTED:

Items containing mercury, hazardous materials, bio-waste, thermostats, hazardous waste, liquid or chemical waste, glass, fuel, oil, pressurized containers, propane tanks, or PCB's.

Event Date: 9/10/2016

Event Time: 8am to 1pm (set and ready by no later than 7:30a)

Event Location: 5101 Walnut Downers Grove, IL



CORPORATE OFFICE

46 East End Drive | Gilberts, IL 60136

Fax: (224) 293-6595 | contactus@elginrecycling.com



Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

***THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

PROPOSER:

<u>Elgin Recycling, Inc.</u> Company Name	Date: <u>6-15-2016</u>
<u>46 East End Drive</u> Street Address of Company	<u>jbarton@elginrecycling.com</u> Email Address
<u>Gilberts, IL 60136</u> City, State, Zip	<u>Brett Barton</u> Contact Name (Print)
<u>847-741-4100</u> Business Phone	<u>847-420-7051</u> 24-Hour Telephone
<u>224-293-6595</u> Fax	 Signature of Officer, Partner or Sole Proprietor
 ATTEST: If a Corporation	<u>Robert Conroy, President</u> Print Name & Title
 Signature of Corporation Secretary	

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Elgin Recycling, Inc.
ADDRESS: 46 East End Dr.
CITY: Gilberts
STATE: IL
ZIP: 60136
PHONE: 847-741-4100 FAX: 224-293-6595
TAX ID #(TIN): 36-3905197

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company –Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation
- Government Agency

SIGNATURE: Robert E. Conway DATE: 6/15/2016

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to COLLECTION AND RECYCLING OF RESIDENTIAL ELECTRONICS, Proposer Elgin Recycling, INC hereby certifies the following:
(Name of Project) (Name of Proposer)

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: [Signature]
Proposer's Authorized Agent

3 6 - 3 9 0 5 1 9 7

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 14th day of June, 2016.

[Signature]
Notary Public



PROPOSER'S CERTIFICATION (page 2 of 3)

Village of Downers Grove

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of IL, which operates under the Legal name of Elgin Recycling, Inc., and the full names of its Officers are as follows:

President: Robert Conroy

Secretary: Claudia Conroy

Treasurer: _____

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____ which name is registered with the office of _____ in the state of _____.

(c) **Sole Proprietor**

The Proposer is a Sole Proprietor whose full name is: _____ and if operating under a trade name, said trade name is: _____ which name is registered with the office of _____ in the state of _____.

PROPOSER'S CERTIFICATION (page 3 of 3)

Village of Downers Grove

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? YES

Insurer's Name Elgin Recycling

Agent GIS Cornerstone

Street Address 22333 Classic Court

City, State, Zip Code Lake Barrington, IL 60010

Telephone Number 224-655-2494

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Elgin Recycling, Inc.

Print Name and Title of Authorizing Signature: Joy BARTON, FINANCIAL DIRECTOR

Signature: *Joy Barton*

Date: 6-16-2016

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for

Village of Downers Grove

goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

Company Name: Elgin Recycling, Inc.

Address: 46 East End Drive

City: Gilberts Zip Code: 60136

Telephone: (847) 741-4100 Fax Number: (224) 293-6590

E-mail Address: jbarton@elginrecycling.com

Authorized Company Signature: Joy Barton

Print Signature Name: Joy Barton Title of Official: Financial Director

Date: 06-15-16



Downers Grove Township

Highway Department

ELECTRONIC RECYCLING IS BACK

We are happy to announce that the Downers Grove Township Highway Department has entered into a contract with **AVA E-Recycling** to resume our electronic recycling program. There will be a few changes to our program, we'll no longer be accepting audio or video cassettes as well as CD's. All TV's will need to have a prepaid coupon from AVA to be accepted. Prices for TV's range from fifteen dollars to sixty dollars and a copy of the coupon can be taken to AVA's retail store in Glendale Heights to be used as cash towards the purchase of refurbished electronic equipment.

Prices for recycling TV's and coupon purchases can be obtained by going to AVA's website at avarecycling.com and clicking on the municipal box on the top left portion of the screen.

Our first event is scheduled for **March 19th**, and will run from **8 am – 12 pm** at the **Township Highway Garage, 318 East Quincy Street, Westmont IL 60559**. Other events will follow on the third Saturday of each month at the same time and location, unless that date falls on a holiday weekend.

As always the events close promptly at noon and electronics can only be dropped off on event dates. drop offs out side of designated hours are not allowed.

For further information, please call **Downers Grove Township Highway Department** at **(630)719-6625**.

Sincerely, Lawrence "Andy" Anderson - Highway Commissioner

#1: FILL OUT FORM #2: ADD QUANTITIES #3: PAY FEE #4: PRINT RECEIPT

- MUST SHOW RECEIPT AT LOCATION! -



\$15-TV/MONITOR UNDER 18"



\$30-TV OVER 18"



\$40-FLAT SCREEN



\$60-CABINET TV



\$60-PROJECTION TV

TV'S WILL NOT BE ACCEPTED WITHOUT PAID RECEIPT, NO EXCEPTIONS!

QUESTIONS, PLEASE CALL: (630)719-6625

TOWNSHIP HIGHWAY GARAGE • 318 EAST QUINCY STREET • WESTMONT, IL 60559

Waste, Recycling and Green Initiatives

Waste, Recycling and Energy Home

Upcoming Events

Community Gardens

Cool DuPage

DuPage Campus Sustainability

Environmental Education

EPA Complaint Form

External Links & Resources

Green Buildings

Green Government Council

Green Grid

Policies and Progress Report

Recycling

Recycle Electronics

Latex Paint Recycling

Commercial Composting

Multi-Family Recycling

Woodridge Facility Recycling

Collections

Rx Box Program

Recycling Guide for Non-Curbside

Sustainability Seminar

Waste

Water Conservation Program

Electronics Recycling

On January 1, 2012, [electronic items were banned from Illinois landfills](#) (Public Act 97-0287) under penalty of law. Below are a listing of locations in DuPage County that are accepting electronics to recycling. Please be aware that not all locations accept tube, projection or console TVs, and many municipal and township collections will require proof of residency to utilize the drop-off. It is always recommended to call a location prior to drop-off to confirm their acceptance of material. There may be fees for electronic recycling at the facilities listed below. Please call ahead before dropping off electronics.

DuPage County Municipal Partners offering Electronic Recycling - TVs Accepted

Both Lisle and Wheaton sites, listed below, are open to ALL DuPage County residents!

TVs & Monitors - up to 21 inches \$25 and 21 inches and above \$35

All other electronics accepted at no charge (computer, laptop, DVD players, game consoles, mobile phones, VCRs, mice, scanners, fax machines, keyboards, satellite receivers, copiers, printers, digital converter boxes, cable receivers, servers)

*** Note the new location and hours for the Lisle location.**

- Village of Lisle - 925 Burlington Ave*. Commuter Parking Lot B.; 3rd Saturday of each month from 8 a.m. - 12 noon; visit [Village of Lisle](#).
- City of Wheaton - 820 W. Liberty Dr., Wheaton Public Works Storage Lot; 2nd Saturday of each month from 9 a.m to 12 noon; [click here for flyer](#)

Other Municipal and Township Collection Sites - TVs Accepted

- Village of Addison Recycling Center - Residents Only - Saturdays from 8 a.m. to noon at 711 N. Addison Road, 630-279-2140. [Village of Addison](#)
- Bloomingdale Township Highway Department - Residents Only - 1st Saturday of each month (except holiday weekends) from 8:00 a.m. to noon at 6N030 Rosedale Ave., Bloomingdale, 630-529-5221. For more information visit [Bloomingdale Township Electronic Recycling](#).
- City of West Chicago - Residents Only - *Groot Industries* offers free drop off on Saturdays from 8 a.m. - 11 a.m. at 1995 Powis Road, West Chicago, 877-775-1200 with any questions.
- Village of Villa Park - Residents Only - 3rd Saturday of every month, 9 a.m. to 12 noon at 20W. Home Ave. For more information visit [Village of Villa Park website](#).
- Downers Grove Township - Collecting electronics on select Saturdays 8 a.m to 12 p.m at the Highway Garage, 318 East Quincy St., Westmont. Click here for [flyer](#) or visit the [website](#). Fees may apply.
- Addison Township - Residents Only - 2nd Saturday of the month - 8 a.m. to 12 noon at the Highway Garage, 411 W. Potter, Wood Dale. Call 630-766-2228 with any questions.

Businesses offering Electronic Recycling

TVS ACCEPTED - FEES MAY APPLY

- Com2 Computer Recycling; 140 East Fullerton Ave.; Carol Stream - Monday - Friday 8 a.m. - 4 p.m.; 630-653-2662 or visit [Com2 Recycling](#)
- MRK Group Ltd.; 801 N. State St., Unit C; Elgin - Last Friday of the Month 9 a.m. - 5 p.m.; 847-468-1700 or visit [MRK Group Ltd](#)
- Best Buy - TVs only with qualifying purchase and at-home delivery. No store drop off for TVs or Monitors. Visit [Best Buy](#)
- [AVA Recycling](#) - Locations in Darien, Glendale Heights, Naperville, Warrenville, West Chicago

Offers Pick-up Option

- AVA E-Recycling; 2000 Bloomingdale rd. #210, Glendale Heights - call for drop-off hours or to schedule a pick-up; 847-397-2900 - or visit [AVA E-Recycling](#)
- AllGreen; Pick-up only - call 800-780-0347 to schedule or visit [AllGreen](#)

Electronics Recycling Information



Items Banned From Landfill

List of E-Recycling Companies

What do Certifications Mean?

EPA - Electronics Recycling

DuPage County Recycling Guide

Electronics Landfill Ban Legislation - Public Act 099-0013

Cool DuPage [More »](#)



Contact Us

Phone:
630-407-6700

Fax:
630-407-6702

Office Hours:
8 a.m. - 4:30 p.m.
Monday - Friday

Email:
recycle@dupageco.org



Mail Back Option

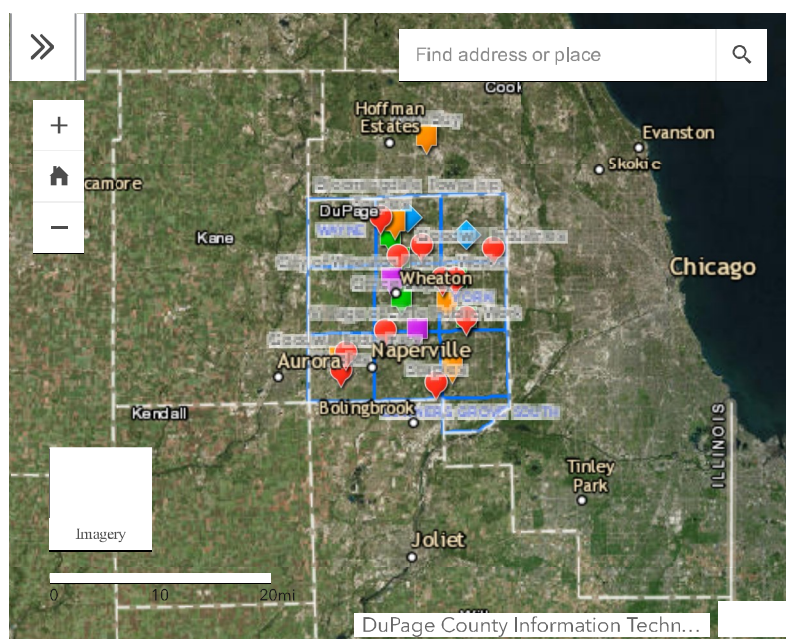
- Republic Services - for details visit [Republic Services](#)
- Waste Management - for details visit [Waste Management](#)
- Green Disk - for details visit [Green Disk](#)
- [eCycle Best](#) - Accepts cell phones, tablets and laptops

Donation - No CRT/Tube TVs

- Goodwill Industries - Not accepting CRT/Tube TVs - Locations: Carol Stream, Glendale Hts, Lombard, Naperville, Downers Grove, Elmhurst visit [Goodwill](#) for details or call the local retail store

ALL OTHER ELECTRONICS, NO TVS ACCEPTED

- Supply-Chain Services, Inc. (SSI); 250 W. North Ave., Lombard - 8:30 a.m. - 4:30p.m.; 630-629-9344 or visit [Supply-Chain Services](#). Accepts: desktops, laptops, servers, tablets and cell phones.
- Staples Locations in Bloomingdale, Naperville, Bolingbrook, Glen Ellyn - visit [Staples](#)
- Office Depot Locations in Wheaton, Downers Grove, Lombard - visit [Office Depot](#)
- Best Buy - TVs only with qualifying purchase and at-home delivery. No store drop off for TVs or Monitors. Visit [Best Buy](#)



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