

# REQUEST FOR PROPOSALS

## Collection, Processing, and Recycling of Electronic Waste



**RFP Pre-Bid**  
**November 3, 2022**  
**9:00 am CST**

**RFP DUE DATE**  
**November 28, 2022**  
**9:00 am CST**

**RFP OPENING**  
**November 28, 2022**  
**9:15 am CST**

**Lake County Solid Waste Management District**  
**8695 Broadway**  
**Merrillville, IN 46410**

## I. GENERAL TERMS AND CONDITIONS

The Lake, Porter, and LaPorte County Solid Waste Management Districts (“the Districts”) have issued this Request for Proposals (“RFP”) for the Collection, Processing, and Recycling of Electronic Waste throughout Lake, Porter, and LaPorte Counties through each District’s Electronic Waste Recycling Program.

### A. Proposal Submission Deadlines

Sealed proposals for the Electronic Waste Recycling Program must be received by 9:00 am CST on November 28, 2022. Submitted proposals must be enclosed in a sealed envelope bearing the name and address of the Proposer, as well as the title of the proposal as follows:

**REQUEST FOR PROPOSALS  
for the  
Collection, Processing, and Recycling of Electronic Waste**

The Proposals will be publicly read on November 28, 2022 at 9:15 am CST at the Lake County Solid Waste Management District Office, located at 8695 Broadway, Merrillville, Indiana. Three (3) original copies of these proposals should be submitted to the following:

Ms. Jeanette Romano, Executive Director  
c/o Lake County Solid Waste Management District  
8695 Broadway  
Merrillville, Indiana 46410

**A complete set of each Proposer’s submission must also include a thumb-drive with a PDF of the Proposer’s response to this RFP. PROPOSALS RECEIVED AFTER THE ABOVE DATE AND TIME WILL NOT BE CONSIDERED.** Oral submission of proposals is not acceptable. The Districts reserve the right to waive any irregularities in the proposals and to reject any and all proposals. Proposals may be held up to ninety (90) days.

### B. Pre-Bid Meeting

A pre-bid meeting will be held on:

November 3, 2022  
9:00 am CST  
Lake County Solid Waste Management District  
8695 Broadway  
Merrillville, IN 46410

Questions will be responded to at this meeting. This is not a mandatory pre-bid meeting.

### C. Proposal Form/Envelope Requirements

Responses to this RFP must be submitted on the forms requested and/or provided. A standard non-collusion affidavit, as approved for use in the State of Indiana with respect to public projects, must be fully executed and provided with the proposal.

The successful Proposer shall provide the following documents ten (10) days before the full execution of the contract by each of the District's Board of Directors:

1. Workers' Compensation Insurance
2. Proof of Insurance, including each District listed as Co-Insured (see Insurance Requirements for limits).

### D. Proposal Withdrawals/Disclosures

No proposal can be withdrawn after the opening of the proposals without the consent of the Districts. Negligence on the part of the Proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. Upon opening the proposals, the entire contents will be placed in the public domain and will be open to inspection by all interested parties.

### E. Surety

1. Bid Bond - No Bid Bond required.
2. Performance Bond - The Proposer to whom an award is made shall furnish a performance bond issued by a corporate surety licensed to do business in the State of Indiana in the amount of Fifty-Thousand Dollars (\$50,000.00) as a guarantee for the faithful performance of the contract and the payment of expenses and damages incurred under the contract, including the payment of all suppliers, laborers, and subcontractors. Each District will determine the sufficiency of the surety.

### F. Insurance and Indemnification

#### **Indemnification**

The Work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense), and hold harmless the District, the Owner (if different from District), affiliated companies of the District, their partners, joint ventures, representatives,

members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death, or damage to property (including environmental impairment), demands, damages, actions, causes of action, suits, losses, judgments, obligations, and any liabilities, costs, and expenses (including, but not limited to, investigative and repair costs, attorneys' fees and costs, consultants' fees and costs, and environmental cleanup costs)("Claims") which arise or are in any way connected with work performed, materials furnished, or services provided under this Agreement by the Contractor or its agents. These indemnity and defense obligations shall apply to any acts, omissions, negligence, or willful misconduct of the Contractor, its employees, or its agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Contractor shall not be obligated to indemnify and defend the District or Owner for claims found to be due to the sole negligence or willful misconduct of the Indemnified Parties.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

### **Insurance**

Upon execution of this Agreement, and prior to the Contractor's commencing any work or services with regard to the Project, the Contractor shall carry commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Contractor shall provide the District with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01(or substitute forms providing equivalent coverage) naming the District and the Owner as Additional Insureds thereunder. Contractor shall also carry Contractors Pollution Liability Coverage on a form acceptable to the District. Additional insured coverage shall apply as primary and non-contributory insurance with respect to any insurance afforded to Owner and District. The coverage available to the District and Owner, as Additional Insureds, shall not be less than \$1 million dollars Each Occurrence, \$2 million General Aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million Products/Completed Operations Aggregate, and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and

liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, or work performed by Contractors. All coverage shall be placed with an insurance company acceptable to District. All Contractor insurance carriers must maintain an AM Best rating of "A-" or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

Contractor agrees to maintain the above insurance for the benefit of District and Owner for a period of two years after completion of work.

Each Certificate of Insurance shall provide that the insurer must give the District at least 30 days' prior written notice of cancellation and termination of the District's coverage thereunder. Not less than two weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor shall supply the District with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of District and Owner as set forth above.

Additionally, and prior to commencement of the Work, the Contractor shall provide the District with a Certificate of Insurance showing liability insurance coverage for the Contractor and any employees, agents, or Sub-Contractors of the Contractor for any Workers' Compensation, Employer's Liability, and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to District. Coverages shall be no less than the following:

Workers' Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to District prior to cancellation or non-renewal, providing coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease.

Business Auto Liability Insurance: Written in the amount of not less than \$1,000,000 each accident, and naming the District as additionally insured.

Waiver of Subrogation: Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability, Contractors Pollution Liability, Auto Liability, and Workers Compensation in favor of District and Owner with respect to Losses arising out of or in connection with the Work.

Owner shall be defined as any of the involved counties and municipalities,

as well as the owner in fee simple of the real estate/collection site upon which the services are provided as described in the Contract.

A sample Certificate of Insurance is available from the District.

Additionally, the Contractor must be registered as an electronic waste processor with the Indiana Department of Environmental Management (IDEM) along with all other pertinent certifications and registrations, including but not limited to the RIOS, ISO, ORI and ISRI and indemnify and hold harmless the Indiana Department of Environmental Management and the Districts from damages relating to improper transportation and disposal of Electronic Waste. The Contractor must be a registered and certified waste hauler with the U.S. EPA and IDEM. Additionally, the Contractor is responsible to ensure all subcontractors the Contractor employs for services detailed in this RFP and the Proposers response have all required licenses and permits to perform the duties they are performing under this RFP.

**G. Term of Contract**

The Districts are seeking proposals of a base bid for a one-year (1) contract with 2 (two), one-year (1) renewal options. The options may be exercised at the sole discretion of the Districts. The selection of the proposal will be contingent on which proposal provides each District the best pricing. Each District has the ability to review and accept proposals independent of the other two Districts.

**II. PROGRAM - GENERAL INFORMATION**

**A. Locations to be Serviced**

Your proposal should include providing separate but similar service to the following locations:

County	Facility	Address	Municipality
Lake	Gary Compost Site	3499 Chase St.	Gary, IN
Porter	Valparaiso Compost Site	2150 W. Lincolnway	Valparaiso, IN
Porter	Boone Grove Compost Site	546 S. 400 West	Boone Grove, IN
Porter	Portage Street Dept.	2302 Hamstrom Rd	Portage, IN
Porter	Portage Compost Site	6451 US HWY 12	Portage, IN
LaPorte	Compost Facility	724 Zigler Road	LaPorte, IN
LaPorte	Michigan City Street Dept.	1027 Hitchcock Rd	Michigan City, IN

The Districts have established programs to provide for the collection of electronic waste from various sites throughout Lake, Porter, and LaPorte Counties. The mission of these programs and the services provided by the Contractor/Successful Proposer is to ensure that the collected electronic

waste is recycled or reused and that regular reports are generated by the Contractor/Successful Proposer to the Districts regarding the weights and types of electronic waste collected and processed. These reports shall be in accordance with Indiana Law.

For Porter and LaPorte County Solid Waste Management Districts, the proposal shall include, and the Contractor/Successful Proposer shall be responsible for, the collection of electronic waste from the various sites in those Districts as outlined herein, the subsequent transportation of that electronic waste from those sites to the Contractor's processing facility, and the subsequent processing, recycling, and any and all other handling and costs associated therewith.

For the Lake County Solid Waste Management District, the proposal shall include, and the Contractor/Successful Proposer shall be responsible for, supplying and delivering:

1. 2 to 3 Semi-Trailers located at the District's compost facility located at 3499 Chase Street (corner of 35<sup>th</sup> and Chase), Gary, Indiana. A schedule for switch-out of these trailers shall be made with the District staff, generally on a weekly basis. The Contractor shall be responsible for the transportation of the semi-trailers to and from the District's compost facility to the Contractor's processing facility, and the subsequent processing, recycling, and any and all other handling and costs associated therewith. The Proposer's response to this RFP shall include those transportation costs.

### III. EVALUATION

The experience of the Proposer in the Electronic Recycling field and details of sound health and safety practices during its role in the performance of its Electronic Recycling services are required in writing. The ability of the Proposer to financially and legally protect the Districts' communities is a critical element in the evaluation process.

All proposals for the Electronic Waste Recycling Program will be evaluated by the Districts. Proposals will be evaluated on their compliance with the RFP, compliance with federal, state, and local laws, administrative convenience to the Districts, price, services offered, recycling/disposal options, and other considerations deemed appropriate by the Districts.

In order to be eligible to be awarded a contract for the Electronic Waste Recycling Program, a Proposer must be able to provide the necessary equipment and services; must be registered to do business in the State of Indiana; must have reasonable and demonstrable experience in the field of Electronic Waste Recycling; and must demonstrate the capacity to assign qualified personnel to the Electronic Waste Recycling Programs to perform in

a manner set forth in this RFP. Other projects being performed by the Proposer will also be evaluated.

The Districts reserve the right to reject any and all proposals and award a contract that is in the best interests of the Districts without further negotiations. However, the Districts reserve the right to negotiate an acceptable contract with the selected Proposer(s). Failure or inability to meet any of the requirements set forth in these instructions and specifications will be sufficient reason to disqualify any Proposer. The Districts reserve the right to select a successful Proposer without discussion of the proposals with other Proposers. The proposals will become part of the Districts' official files. Retention of these proposals does not obligate the Districts to any action.

#### **IV. TECHNICAL PROPOSAL**

All Proposers are required to submit the following information:

- A. Standard operating procedures.
- B. Employee training (at a minimum, workers must have appropriate certification/licenses for hauling electronic waste).
- C. Related projects experience (Proposers are required to provide at least five (5) electronic waste recycling projects that were performed by their company. Preference will be given to Proposers that have demonstrated experience with electronic waste recycling programs. The list should include names, location, contact names, and telephone numbers of the contacts).
- D. Transportation and recycling facility list (Proposers are required to provide a complete list of storage/transfer/transportation and recycling/processing/disposal facilities which may be utilized throughout the course of the program. This list should include the names, location, contact names, and telephone numbers of the contacts).
- E. Qualifications: Proposers are required to provide all the information requested in Section VIII of this RFP.

#### **V. DUTIES/RESPONSIBILITIES OF THE DISTRICTS**

- A. Site Location: Each District currently has its Electronic Waste Recycling sites as described in Paragraph II.A. herein.
- B. Site Management

Each District is responsible for the management of its sites.



## VI. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR (SUCCESSFUL PROPOSER)

Contractor Responsibilities: The Contractor responsibilities include, but are not limited to, the following:

- A. Contractor will provide proof of being registered as an electronic waste processor with the Indiana Department of Environmental Management (IDEM) along with all other pertinent certifications and registrations, including but not limited to the RIOS, ISO, ORI, and ISRI.
- B. Contractor will provide proof of liability insurance.
- C. Contractor will provide a list of end users after the electronics are de-manufactured.
- D. Contractor will provide a reference list of companies to which they provide similar services.
- E. Contractor will collect and process for recycling the following electronic waste (e-waste):
  1. Covered Electronic Device (CED) as defined by IDEM: a computer, fax machine, DVD player (including gaming systems that can play DVDs), video cassette recorder, digital photo frame, digital media player, MP3 player, camcorder, camera, DVR, portable GPS navigation system, video display device, or peripheral (including keyboards, mice, external hard drives, and printers) that is sold to a covered entity by means of retail, wholesale, or electronic commerce. An all-in-one printer/scanner/copier or a projector can be considered a peripheral if the item is designed exclusively for external use with a computer.
  2. Video Display Device (VDD) as defined by IDEM: a television or computer monitor, laptop computer, netbook, notebook, tablet computer, or e-reader, that contains a cathode ray tube or flat panel screen with a screen size that is greater than four (4) inches measured diagonally.
  3. E-waste will also include all forms of external media. Examples include but are not limited to VHS tapes, CDs, DVDs etc. Examples are computers, data processing equipment, communications equipment, integrated circuits, semiconductors, display devices, and other like products and their related peripherals, parts, and components.
  4. All e-waste that could be considered non-covered electronic devices (Non-CED) including anything with an electronic cord or which holds batteries, or which may be broken or partial in its makeup.

- F. Contractor will provide the District with monthly detailed reports listing total weight, in pounds, of e-waste collected, including all volumes sent for recycling, reuse, or landfilling. Reports shall comply with year-end report required by IDEM - *Indiana Electronic Waste Program Collector Annual Report, State Form 54481*.
- G. Contractor will provide the Districts with information regarding the repair or reuse of any electronics collected.
- H. Contractor will provide the Districts with a list of any e-waste materials that are landfilled.
- I. All pallets and gaylords necessary to collect e-waste will be provided by the Contractor at no cost.
- J. All manpower will be provided by Contractor for all aspects of collecting e-waste, as described more particularly in Paragraph II.A. hereinabove, including (as applicable), but not limited to, assuring the site is free and clear of e-waste from around the containers and loading of e-waste for transportation.
- K. Some collection sites require a routine schedule. For other on-call collection sites, Contractor is required to collect e-waste within one (1) to three (3) days after a call is made for collection.
- L. Contractor will verify all services provided by the company for the collection, transportation, demanufacturing, and recycling of e-waste which will be performed:
  - i. with a rebate to the District;
  - ii. without cost to the District; and
  - iii. at cost to the District.
- M. Contractor will begin providing services no later than January 1, 2023. The term of the contract shall be no less than one (1) year with 2 (two), one-year (1) renewal options, as further described herein.

## **VII. PRICING**

All Proposers who request or receive a set of RFP materials will be emailed a copy of the Pricing Spreadsheet for the Proposers to type in their responses to this RFP. The document has already been formatted so all the Proposer needs to do is type in its pricing.

With the proposal, the Proposer must submit a copy of the Pricing Spreadsheet (printed out on 11" x 17" paper), as well a copy included on the thumb-drive. Failure to submit pricing in both forms will result in rejection of the proposal.

If the Proposer has alternate pricing and suggestions for consideration, it should be presented in a separate document and placed immediately after the Pricing Spreadsheet. The additional information should be included on the thumb-drive and clearly captioned as “Additional Pricing Information”.

## VIII. QUALIFICATIONS

The following information about the Proposer’s company and any sub-contractor they plan on using for the Electronic Waste Recycling Program shall be submitted:

- A. List of Governmental Agencies/Communities/SWM Districts where similar or same work was performed. The information provided should include:
  - 1. Name of Community;
  - 2. Type of Services Provided & Materials Collected;
  - 3. Estimated Total Cost of Project;
  - 4. Length of Contract; and
  - 5. Key Contact Name, Phone Number and Email Address.
- B. History of Business
- C. Project Manager Name, Key Support Staff, Billing/Account Manager
- D. Letter of Interest and Brief Summary of the Proposer’s experience in working with SWM Districts or Communities on Electronic Recycling Programs. The Letter of Interest should include:
  - 1. Statement of Interest;
  - 2. Experience of Implementation;
  - 3. Services Provided;
  - 4. Annual Quantities Collected; and
  - 5. Estimated Annual Costs.

## I. ADDITIONAL DOCUMENTS

THE DOCUMENTS PROVIDED BELOW MUST BE SUBMITTED WITH THE PROPOSER’S RESPONSE TO THIS RFP. **FAILURE TO SIGN AND SUBMIT ALL REQUIRED DOCUMENTS AND THUMB DRIVE WILL RESULT IN DISQUALIFICATION FROM THE RFP PROCESS.**

DOCUMENTS TO BE SIGNED AND INCLUDED WITH THE PROPOSER’S RESPONSE ARE:

- BINDING SIGNATURE PAGE PAGE 12
- NON-COLLUSION AFFIDAVIT PAGE 13
- E-VERIFY DOCUMENTS PAGES 14 - 15
- PRICING SPREADSHEET PAGE 16

**BINDING SIGNATURE PAGE**

\_\_\_\_\_ (NAME OF ORGANIZATION)  
AGREES TO THE TERMS AND CONDITIONS OF THIS RFP DOCUMENT AND SHALL, IN GOOD FAITH, ENTER INTO AN AGREEMENT WITH THE DISTRICT FOR THE SERVICES STATED HEREIN. THE SUCCESSFUL PROPOSER FURTHER AGREES TO SIGN AND EXECUTE THE AGREEMENT WITHIN FORTY-FIVE (45) DAYS OF BEING NOTIFIED OF THE AWARD OF THIS CONTRACT.

THE PERSON SIGNING BELOW ATTESTS, UNDER PENALTY OF LAW, THEY ARE DULY AUTHORIZED BY THEIR ORGANIZATION, CORPORATION, LLC, OR OTHER AUTHORIZED BUSINESS TO SIGN AND BIND THE AFOREMENTIONED COMPANY TO THE INFORMATION SUBMITTED BY THE CONTRACTOR IN RESPONSE TO THIS RFP OR SUBSEQUENT ADDENDA.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor/Vendor: \_\_\_\_\_

The Contractor/Vendor stated above is enrolled, or agrees to enroll, in the E-Verify Program and will verify the work eligibility of all its newly hired employees and has executed the attached Affidavit affirming that it does not knowingly employ unauthorized aliens.

# E-Verify Affidavit

## As required by Indiana Code 22-5-1.7-11 for certain contracts executed after June 20, 2011

Pursuant to Indiana Code 22-5-1.7-11, the Contractor/Vendor entering into a contract with the \_\_\_\_\_ County Solid Waste Management District, hereinafter "District", is required to enroll in and verify the work eligibility of all of its newly hired employees through the E-Verify Program. The Contractor/Vendor is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor/Vendor, being the first duly sworn, deposes and states that the Contractor/Vendor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the District, the undersigned Contractor/Vendor will enroll in and agrees to verify the work eligibility status of all of its newly hired employees through the E-Verify Program.

\_\_\_\_\_  
(Printed Name of Company, Contractor/Vendor or Consultant, indicate if d/b/a Name)

By: \_\_\_\_\_  
(Signature)