



OFFICE OF WILL COUNTY EXECUTIVE
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BID # 2016-5
RESIDENTIAL ELECTRONICS COLLECTITON
LAND USE DEPARTMENT, RESOURCE RECOVERY & ENERGY DIVISION
WILL COUNTY, JOLIET, IL.

ADDENDUM #1
January 20, 2016

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We received the following questions regarding the bid listed above:

Question #1: I am requesting a copy of the current contract and pricing if it is available?

Answer #1: Please see attached copy of current contract. There was no cost to Will County under this contract.

Question #2: When is the due date? Within the packet I see both 1/22 and 1/25 listed.

Answer #2: **THE BID DUE DATE AND TIME IS AS FOLLOWS: MONDAY, JANUARY 25, 2016 BY 9:00 A.M.** Please disregard any reference to due date of Friday, January 22, 2016 (1/22/16).

Question #3: Is the bid bond (bid security) returned to unsuccessful bidders? Within the packet it just says that successful vendor's bid bonds will be returned.

Answer #3: Yes, the bid bond (bid security) is returned to unsuccessful bidders after award is made by County Board. This could take up to a few months after bid is due, based on County Board meeting dates and receipt of signed resolution authorizing award of bid.

Question #4: Just to clarify, the bid deposit is for either \$3,000 OR 10% of the cost proposed, whichever is greater, correct?

Answer #4: Correct.

Question #5: Below each company signature needed, it says "Approved By" is this a signature that is made by an officer of the vendor or by a representative of Will County?

Answer #5: "Signature" is that of authorized representative of company bidding and **if not provided, bid will be rejected**. "Approved By" is signature of representative of Will County.

AGREEMENT BETWEEN WILL COUNTY AND VINTAGE TECH RECYCLERS, INC.
TO PROVIDE RESIDENTIAL ELECTRONIC COLLECTION FOR
PERMANENT RESIDENTIAL ELECTRONIC DROP-OFFS AND ONE DAY EVENT SERVICES
THROUGHOUT WILL COUNTY

This Three-Year Agreement between the County of Will, Illinois and Vintage Tech Recyclers, Incorporated, to provide Electronic Collection Services for Permanent Electronic Drop-Offs and at One Day Events throughout Will County (hereinafter referred to as the "AGREEMENT") made and entered into as of this 28 day of April, 2014, is by and between the County of Will, a body politic and corporation of the State of Illinois (hereinafter referred to as "COUNTY") with offices at 302 N. Chicago Street, Joliet, Illinois 60432, and Vintage Tech Recyclers, Incorporated whose current local address is at 1105 Windham Parkway, Romeoville, IL 60446 (hereinafter referred to as the "CONTRACTOR").

RECITALS

WHEREAS, the Illinois Solid Waste Planning and Recycling Act mandates counties to plan for the management of solid waste; and

WHEREAS, one of the purposes of the COUNTY is to implement the Will County Solid Waste Management Plan Update 2001-2007 (PLAN) as adopted by the Will County Board on November 20, 2008; and

WHEREAS, the COUNTY has recognized that the electronic waste stream has been significantly increasing because most electronic devices have a high turnover rate; and

WHEREAS, the COUNTY has a history of offering recycling service as a viable alternative to disposal because many electronic devices are up to 98% recoverable, may contain hazardous components; and

WHEREAS, the PLAN indicated the COUNTY would continue to establish permanent electronic recycling drop-offs and increase electronic recycling; and

WHEREAS, the COUNTY has entered into separate intergovernmental agreements to create a series of electronic drop-offs to provide residents with a year-round convenient alternative to disposal; and

WHEREAS, the Illinois Public Act 095-0959, known as the Illinois Electronic Recycling Law, bans computers, computer monitors, printers and televisions from Illinois landfills as of January 1, 2012; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 GENERAL PROVISIONS:

1.1 TERM OF THE CONTRACT: The County shall enter into an Agreement for Electronic Recycling with Vintage Tech, Inc. for a three-year period, beginning May 1, 2014 and ending April 30, 2017.

1.2 TAXES & TAX EXEMPTION: The County shall only be required to pay those taxes that it is obligated to pay as required by local, State and Federal law. The County of Will is exempt from Federal, State and Municipal Sales Tax.

1.3 SIGNATURE ON AGREEMENT: The County expects the signature on the Agreement documents to be that of an authorized representative of the Contractor. An officer of or agent of the Contractor who is empowered to bind the Contractor in a contract shall sign the Agreement and any clarifications to that Agreement. The vendor, by signing the Agreement, represents that he/she has read and understands the Agreement documents.

1.4 CONTRACT SECURITY: A Bond, Cashier's Check or Letter of Credit in the amount of \$5,000.00, made payable to the Will County Treasurer, shall accompany this Agreement, as a guarantee that all the work in this contract is completed to the County's specifications. Money Orders or Company checks will not be accepted.

1.5 DEFAULT: In case of default by the successful Bidder, the County of Will may procure the articles or services from other sources, and may deduct from the unpaid balance due the defaulting successful bidder, any additional costs incurred as a result of the default. The prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

1.6 ASSIGNMENT AND SUBLET OF CONTRACT: The Contractor shall not sublet or assign this contract, or any portion thereof, without prior written consent of the County.

1.7 CONFLICT OF INTEREST: By submitting a bid, the Contractor certifies that no person holding any County office, elected or appointed, has any direct or indirect interest in this Contract, or in any transfer of benefits from this Contract.

1.8 PREVAILING WAGE: The Prevailing Wage Act 820 ILCS 130/1, et. seq., shall be applicable to this agreement.

1.9 NON-DISCRIMINATION: The Contractor shall not discriminate against anyone on the grounds of race, sex, color, religion, age, national origin or handicap. The Contractor shall at all times observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to the Public Works Employment Discrimination Act, 775 ILCS 10\0.01 et seq.

1.10 LIQUIDATED DAMAGES: If the Contractor fails to perform any of the obligations under this contract and continues to do so for twenty-four (24) hours after the County of Will delivers verbal, electronic or written notice of such failure, then both parties to this contract mutually agree that the Contract Security posted by the Contractor under this contract shall be forfeited to the County of Will as Liquidated Damages.

1.11 NON-WAIVER OF RIGHTS: In the event the County of Will waives it's right to enforce the contract because the Contractor breaches its obligations under this agreement in any manner, such waiver shall not constitute a waiver of any right's the County of Will has to enforce the contract for any and all subsequent breaches by the successful bidder for failing to complete its obligations under this contract.

1.12 ELECTION OF REMEDIES: County of Will's decision to elect one remedy shall not constitute a waiver of its right to enforce this agreement through other, available remedies.

1.13 ILLINOIS LAW: Enforcement of the terms and substance of this agreement between the County of Will and the successful bidder shall be governed by laws of the State of Illinois.

1.14 SEVERABILITY: In case one or more of the provisions contained in this Contract shall be held to be illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

2.0 INSURANCE:

2.1 RISK OF LOSS: The Contractor shall assume all risks for loss or damages to materials whether stored on the site or elsewhere, or to tools or equipment owned or rented by the Contractor, and he shall maintain such insurance, as he may deem necessary to protect himself against such loss or damage.

2.2 TYPES OF INSURANCE:

- A. Workmen's compensation insurance. The Contractor shall procure workmen's compensation insurance as required by applicable state law for all of his employees who would be engaged in work on the project. In case any class of employees engaged in any work on the project under this Contract is not protected under the workmen's compensation statute, the Contractor shall provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. In addition, the Contractor will provide employer's liability (coverage B) in the amount of \$500,000.00.
- B. Contractor's Comprehensive General Liability and Property Damage Insurance. Contractor's comprehensive general and property damage insurance shall be in an amount not less than \$1,000,000.00 for injuries including accidental death to any one person and not less than \$500,000.00 combined single limit bodily injury and property damage.
- C. Owners protective liability insurance. The Contractor shall protect the County or its assignee, if any, from contingent responsibility arising from any work, project or operation performed under this Contract. This is to be accomplished by adding these parties as named insured as a rider to the General Contractor specified comprehensive general liability policy shall be: County of Will, 302 North Chicago Street, Joliet, Ill. 60432.
- D. Motor Vehicle Insurance. The Contractor shall furnish and maintain at his own expense, comprehensive motor vehicle liability insurance covering the use of all owned, non-owned or hired motor vehicles and that the limits on said policy for bodily injury including death resulting therefrom shall be not less than \$250,000.00 for each person and \$500,000.00 for each occurrence and property damage coverage of not less than \$100,000.00.

2.3 PROOF OF CARRIAGE OF INSURANCE:

- A. The Contractor shall furnish the County at the time of signing, with certificates showing the type, amount, class or operations covered, effective dates and dates of expiration of policies, which policies shall specifically refer to the indemnity agreement. Such certificates shall also contain substantially the following statement: "The Insurance covered by this Certificate will not be canceled or materially altered except after 30 days written notice has been received by all named insured."
- B. All policies shall substitute the word "Occurrence" for "accident" for both bodily and property damage. "Occurrence" shall be defined to mean an event or series of events or continuous or repeated exposure to conditions, which unexpectedly cause injury or damage during the policy period.
- C. All insurance coverage shall be provided by insurance companies maintaining a financial strength and claims paying ability rating no lower than "A" MINUS "VIII" as rated by the 1999 or most current AM Best Insurance Guide.

2.4 INDEMNIFICATION

The Contractor agrees to indemnify, save harmless and defend the County, its agents, host entities, their representatives, officers, and employees, and eligible participants, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, expenses, and actions, including court costs and attorney's fees, for or on account of any injury to any person, or death at any time resulting from such injury, or any damage to property or the environment, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of Will, its agents, servants, or employees or any other person indemnified hereunder. In no event shall either party be responsible to the other for consequential, incidental, indirect, special or punitive damages. The acceptance by the County of Will, or its respective representatives, of certifications of insurance provided for other or different coverage than therein provided to be furnished shall in no event be deemed to be a waiver of any of the provisions of this indemnity agreement.

3.0 DEFINITIONS: The following definitions shall be used for this contract:

APPLIANCES:

LARGE APPLIANCES / WHITE GOODS - shall mean items that fall under the classification of appliances, including those containing CFCs (chlorofluorocarbons), switches containing mercury, and PCBs (polychlorinated biphenyls). Items such as refrigerators, freezers, ranges, water heaters, air conditioners, humidifiers, and other similar domestic and commercial large appliances as defined by 415 ILCS 5/22.28.

SMALL APPLIANCES – shall include all blenders, fans, microwaves, toasters, toaster ovens and miscellaneous small items with a cord or computer chip.

CATHODE RAY TUBES GLASS – shall mean a cathode ray tube (CRT) glass video display component of an electronic device (usually a computer or television monitor).

COLLECTION TRAILER – shall mean a metal box with doors, similar to a shipping container or a semi-trailer. It shall vary in length and shall contain pallets and Gaylord boxes to be filled with electronic items.

COLLECTION TRAILER CAPACITY – The amount of material placed in the collection container shall vary due to the variety of items accepted. Near capacity shall be defined as eight (8) full pallets, which can be a combination of Gaylord boxes filled to the top and large items stacked on pallets.

COMPUTER AND ELECTRONIC MATERIAL (CEM) – shall mean a product or apparatus that has its primary functions performed by electronic circuitry and components. CEM refers to both CED and EED.

CONTRACTOR – shall be synonymous with the term “vendor.”

COVERED ELECTRONIC DEVICES (CED) – Electronic products for which manufacturers receive full credit under law that includes: Computers (including laptops), Computer Monitors, Televisions and Printers discarded through the residential waste stream only.

DOWNSTREAMS – shall mean companies that the Contractor sends materials to for further dismantling, refurbishing or recycling.

DROP-OFF COLLECTION SITE – shall mean a local government owned property, selected by Will County through the Recycling Drop-Off Grant program. (i.e. municipal, township, county, park district)

ELECTRONIC ITEMS – shall include EEDs, CEDs and all printers, battery back-ups, portable stereos, telephones, radios, wires, string lights, calculators, copiers, fax machines, voting machines, typewriters, blenders, fans, microwaves, toasters, toaster ovens and miscellaneous small items with a cord or a computer chip.

ELIGIBLE ELECTRONIC DEVICES (EED) –shall mean the following devices: Mobile Phone, Computer Cable, Mouse, or Keyboard; stand alone fax; MP3 players; PDA; Video Game Console; Video Cassette player/recorder; DVD player; zip drive or scanner. These are devices eligible for credit to the manufacturers through State of Illinois Environmental Protection Agency rules.

ENCLOSURE – shall mean a free standing structure or building that protects a pair of Gaylord boxes on top of pallets from blowing rain and/or snow. It may be open on one side, it may be able to be locked, it may not.

ERASURE – shall mean destroying data from data-containing devices, such as computers, to United States Department of Defense (DOD) standards and National Institute of Standards and Technology (NIST) standards. Methods of erasure may include, but are not limited to, DOD data overwriting software, magnetic degaussing, and breaking the device apart to render data permanently erased or destroyed beyond recovery.

GAYLORD BOX – shall mean a standard size of cardboard box used by the packaging industry, approximately 48" x 40" x 36" (or approx. 120 cm x 100 cm x 90 cm) and fitting neatly on a standard shipping pallet.

ISO 9001 – shall mean a group of standards for quality management systems for which a business may be certified to have met.

ISO 14001 – shall mean a standard for environmental management systems for which a business may be certified to have met.

MANUFACTURER – shall mean electronics manufacturers responsible for recycling or refurbishing E-Waste under the Illinois 2008 Electronic Products Recycling & Reuse Act, with rules governed by the State of Illinois Environmental Protection Agency.

NATIONAL ASSOCIATION FOR INFORMATION DESTRUCTION CERTIFICATION - certification of use of established standards for a secure destruction process including such areas as operational security, employee hiring and screening, the destruction process, responsible disposal and insurance (NAID).

ON-CALL SERVICE:

PERMANENT DROP-OFF SITE – shall mean to accept telephone calls weekdays from at least 9am-4pm for reporting full Drop-Off containers and provide collection service within 48 hours of the telephone call excluding Sundays and holidays.

PALLET – shall mean a flat means of transport, usually made of wood or plastic that can be lifted with a forklift.

PLASTIC GAYLORD/PALLET COMBO – shall mean a Gaylord size plastic box with lockable lid option that prevents rain or snow from entering through the sides or top and can be lifted with a pallet jack or forklift.

PROCESSING – shall mean any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for off-site reuse or recycling.

RESPONSIBLE RECYCLING PRACTICES – shall mean a set of guidelines for accredited certification programs to assess electronics recyclers' environmental, worker health and safety, and security practices, known as R2.

SCHEDULED COLLECTION DAY:

PERMANENT DROP-OFF SITE – to ensure a timely pick-up, the Contractor shall schedule collection service within two working days of receiving a request from a Drop-Off site. This is to ensure that the Contractor's collection vehicle is filled (and to minimize overfilling at a Drop-Off site) when the pick up is made.

ONE-DAY EVENT – shall mean the specific day scheduled at least a month in advance that the Contractor will provide vehicles and personnel to assist residents with unloading vehicles, packing electronic items and removing all materials from the location requested by the County.

SERVICE AREA – shall mean all of eligible homes within Will County, incorporated and unincorporated, including homes outside Will County but within the corporate limits of all communities partially located in Will County.

WHEELED TRAILER – shall mean a standard metal container supported at its closed forward end by a truck or jack and supported in the rear by two "tandem" axles, each of which has dual wheels. The rear features door access to the inside of the trailer.

4.0 SPECIFICATIONS OF SERVICE

4.1 SPECIFICATIONS FOR PERMANENT SITES: The Contractor shall provide consumer electronics collection, transportation and processing services listed in these specifications. Will County Land Use Department, Resource Recovery and Energy Division will provide the following support to the Contractor for the permanent collection program:

- A. Address and directions to the location of each drop-off site. (Start dates for each separate collection site will be coordinated with the Contractor at least 45 days prior to set-up of the collection items.) The County is responsible for any and all costs for procurement of the site. The Contractor, together with any subcontractors, will be allowed access to the site during agreed upon hours to perform its duties as outlined in this Agreement.
- B. Advertising and publicity for the program that shall include a printed brochure describing the items collected, requiring participants to clean personal data from items prior to bringing the items to the site and;
- C. The County will coordinate with the unit of local government for volunteers or personnel to maintain the site or pass out educational materials; and
- D. A collection container if the site does not have sufficient storage space; and
- E. The County shall require the unit of local government to oversee the site, supply a phone number for participants with questions, lock and unlock the collection area on an agreed upon schedule, provide staff to contact the Contractor when the collection site is at or near capacity.

The Contractor is expected to provide the following services:

- A. Supply Gaylord boxes, pallets and a sign at each Drop-Off site.
- B. Accept all base electronics items that are placed in or beside the Gaylord container for off-site processing.

- C. Sufficient labor necessary to load electronics from Drop-Off site into a collection vehicle.
- D. Sufficient equipment (i.e., pallet jacks, forklifts and/or lift trucks) necessary to transport electronics from Gaylords or semi-trailers into trucks or semi-trailers for off-site shipment. All vehicles used under the terms of this Agreement shall be owned and identified vehicles of the Contractor and monitored by a tracking system that is traceable and viewable up-to-the-minute on each vehicle. In rare cases, if no such vehicle is available, the Contractor may use a rental vehicle to pick up the equipment in the timeframe required from a Drop-Off site.
- E. Ability to respond within two working days of receiving a telephone call from the Drop-Off site or County personnel requesting a collection.
- F. Remove all electronics and re-supply Drop-Off site with new pallets and Gaylord boxes on each collection service day.
- G. Process all electronics accepted from all Drop-Off sites and curbside collection at a secure facility that is under a 24-hour secure camera surveillance system and with all doors, window and entry ways secured by a private security company.
- H. All computers or hard drives accepted by the Contractor shall be wiped clean electronically or magnetically.
- I. All downstreams used for further processing, dismantling or recycling shall be ISO certified.

4.2 SPECIFICATIONS FOR ONE DAY EVENT SERVICE: The Contractor shall provide consumer electronics collection, transportation and processing services listed in these specifications. Will County will provide the following support to the Contractor for the residential household service collection program:

- A. A map of the County, showing municipal and township borders, county, state and local streets and some landmarks; and
- B. Advertising and publicity for the program that shall include a printed brochure describing the items collected, requiring participants to clean personal data from items prior to bringing the items to the event site. The brochure will be available on the County Land Use Resource Recovery and Energy site, known as WillCountyGreen.com; and
- C. The County's willcountygreen.com website will also link to the Contractor's website and have one or more pages dedicated to explaining the event collection service; and
- D. The County will coordinate with each unit of local government to request publicity for the program on their websites, newsletters, cable access channels, utility billing and distribution of brochures in their offices; and
- E. The County shall place newspaper ads alerting people to both the permanent site and one day event service collection options.

The Contractor is expected to provide the following services:

- A. A website with detailed instructions on what can be accepted at a one day event collection service; and
- B.
- C. Ability to provide one day event collection service to any resident in Will County. and

- D. One or more collection vehicles with sufficient labor necessary to load electronics at a one day collection event; and
- E. Process all electronics accepted under the residential household collection program at a secure facility that is under a 24-hour secure camera surveillance system and with all doors, window and entry ways secured by a private security company.
- F. All computers or hard drives accepted by the Contractor shall be wiped clean electronically or magnetically (Erasure). As defined earlier, this shall mean destroying data from data-containing devices, such as computers, to United States Department of Defense (DOD) standards and National Institute of Standards and Technology (NIST) standards. Methods of erasure may include, but are not limited to, DOD data overwriting software, magnetic degaussing, and breaking the device apart to render data permanently erased or destroyed beyond recovery.
- G. All downstreams used for further processing, dismantling or recycling shall be ISO certified.

4.3 RECOGNITION OF MANUFACTURING AGREEMENTS: The County recognizes that the Contractor has agreements in place with manufacturers to provide payment for the processing of electronics, therefore, the cost of the processing is being waived due to these agreements. The Contractor's downstreams are subject to Manufacturer's audits and the downstream list provided confidentially, is subject to change based on these Manufacturer Agreements.

4.4 COST OF SERVICES: The cost of providing the permanent site and one day event collection services for a period of three years from May 1, 2014 through April 30, 2017 shall be zero dollars and no cents.

- \$ 0.00 per item or per pound for all residential electronic items covered by this Agreement.
- \$ 0.00 flat rate per month to cover all new or existing Electronic Drop-Off sites, regardless of location within Will County or number of collections required, as long as they make a good-faith effort to call only when the Contractor's 24' truck will be filled.
- \$ 0.00 per household service location for all residential electronic items covered by this Agreement.

The processing, labor and transportation costs are included in these fees and shall remain constant throughout the term of the contract. This includes driving to a Drop-Off or one day collection event location, loading materials into the CONTRACTOR's vehicle, transporting the materials to their facility, weighing all the materials, counting the number of specified materials and processing the materials for recycling

4.5 NUMBER OF PERMANENT COLLECTION SITES: The County may close or add Drop-Off sites throughout the term of this Agreement as these sites are offered in partnership with other governmental agencies. Permanent sites will continue to service residents unable to utilize the one day event collection option due to location or timing. Dates and location of subsequent Drop-Off and one day collection event sites will be coordinated with the Contractor at least 30 days prior to each site opening or event date.

4.6 LEVEL OF SERVICE: The Contractor shall collect from the current thirteen (13) permanent electronic recycling drop-off sites as called when the sites fill. The COUNTY and CONTRACTOR recognizes that the number of collections from each site varies, as does the amount and variety of electronic items.

IN WITNESS WHEREOF, the parties have heretofore caused this AGREEMENT to be executed as of the date and year first written above.

COUNTY OF WILL

VINTAGE TECH, INC

By: Lawrence M. Walsh
Lawrence M. Walsh
County Executive

By: Karrie Gibson
Karrie Gibson
Owner

Attest:

By: Nancy Schultz Voots
Nancy Schultz Voots
County Clerk

By: Karrie Gibson
Name
Title CEO