



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT
WILL COUNTY EXECUTIVE

KEVIN LYNN
DIRECTOR

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County Office Building
302 N. Chicago Street
Joliet, IL 60432

December 11, 2023

To Whom It May Concern:

You are invited to submit your sealed bid for Residential Electronics Recycling for Permanent Sites and One-Day Event Service.

Complete bid specifications are included, **which will act as the contract and must be filled out and returned as such.**

A 10% Bid Bond or Cashier's Check made payable to the Will County Treasurer must accompany your bid, or it will not be considered. Money Orders or Company checks will not be accepted.

Sealed bids will be received in the purchasing department, 2nd floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, **due not later than 11:00 A.M., "As so indicated by the time clock of Will County", Wednesday, January 17, 2024.**

Bids will be publicly opened and read by the Will County Executive or her Representative at **11:05 A.M., Wednesday, January 17, 2024**, at the Will County Office Building, 302 N. Chicago Street, 2nd Floor, Joliet, IL. 60432. You are welcome to attend the meeting.

Should you have any questions regarding this bid, please contact Kevin Lynn in writing at klynn@willcountyillinois.com.

We welcome your bid.

Sincerely,

Kevin Lynn

Kevin Lynn
Purchasing Director

INSTRUCTIONS TO BIDDERS
RESIDENTIAL ELECTRONICS ONE-DAY COLLECTION EVENT SERVICE
WILL COUNTY LAND USE DEPARTMENT, RESOURCE RECOVERY & ENERGY DIVISION

The Will County Land Use Department, Resource Recovery & Energy Division, Joliet, IL, invites you to submit your bid for the County of Will Residential Electronics Recycling for Permanent Sites and One-Day Event Service. The agreement with contractor will be for a one-year period, beginning March 1, 2024, and ending February 28, 2025, with two (2) one (1) year renewal options if the County so chooses.

Bids will be received in the Purchasing Department, 2nd floor of the Will County Office Building located at 302 N. Chicago Street, Joliet, IL. 60432, not later than **11:00 A.M., Wednesday, January 17, 2024, "as so indicated by the time stamp clock of Will County"**. **Bids received after this time will not be accepted.**

Bids will be publicly opened and read aloud by the Will County Executive or her Representative at **11:05 A.M., Wednesday, January 17, 2014**, at the Will County Office Building, 302 N. Chicago Street, 2nd Fl., Joliet, IL. 60432.

The bidder acknowledges the right of the County of Will to reject any and all bids, and to waive non-material informality or irregularity in any bid received in whole or part as may be specified in the solicitation.

Bid forms shall be filled out either typewritten or in ink and shall not be detached from this package. The complete set of Contract Documents shall be submitted with the bid. Project Grand Total Pricing forms must be filled out completely.

Bids shall be submitted on the forms furnished by the County of Will in a sealed package, plainly marked, with the Bidder's name and address and the notation:

SEALED BID: **RESIDENTIAL ONE-DAY ELECTRONICS RECYCLING SERVICES**

BID DUE: **11:00 P.M., WEDNESDAY, JANUARY 17, 2024**

Bids shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago Street, Joliet, IL. 60432.

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.

SIGNATURE OF BIDS: The **signature on bid documents shall** be that of an authorized representative of bidder. An officer of or agent of the offering bidder who is empowered to bind the bidder in a Contract shall sign the proposal and any clarifications to that proposal.

Each bidder, by making his bid, represents that he has read and understands the bidding documents.

Any bid not containing said signed documents shall be non-conforming and shall be rejected.

NO BIDS: Those who wish not to bid this project please return your bid plainly marked "**NO BID**" via email, so your company's name remains on our bidders list. If you choose not to reply, your name will be removed and no future bids will be sent to you.

REJECTION OF BIDS: The bidder acknowledges the right of the County of Will to reject any and all bids, and to waive non-material informality or irregularity in any bid received in whole or part as may be specified in the solicitation.

BIDDING PROCEDURES:

1. All bids must be prepared on the **forms provided** and ***One (1) Original & Two (2) complete copies, clearly marked, and One (1) digital copy on a digital storage device*** must be submitted, in accordance with the Instructions to Bidders. Copies may be double-sided (printed on both sides of the paper). Bids will be read aloud.
2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids or prior to any extension thereof issued to the Bidders.
3. Unless otherwise provided in any supplement to the Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids in the Advertisement for Bids.
4. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such cases, a written addendum describing the change or correction will be issued by the County of Will to all bidders recorded by the County of Will as having received the bidding documents and will be available for inspection wherever issued. Such addenda shall take precedence over that portion of the documents concerned and shall become part of the bid documents. Except in unusual cases, addenda will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.
5. Each bidder shall carefully examine all bid documents and all addenda thereto and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a bid. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than seven (7) days prior to bid due date, notify the County of Will, who will, if necessary, send written addendum to all bidders. The County of Will shall not be responsible for any oral instructions. All inquiries shall be directed to the Purchasing Director klynn@willcountyillinois.com. Should the bidder fail to ask questions or for clarification on any item in the Bid, then the County will assume the bidder understood all items contained in the Bid. After bids are received, the Bidder will make no allowance for oversight.

BID SECURITY: A Bid Bond or Cashier's Check in the amount of **10% of the value of the contract or \$3,000.00, whichever is greater**, made payable to the Will County Treasurer, shall accompany the 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.** The bid bond or cashier's check of the unsuccessful bidders will be returned after the contract has been awarded by the County Board.

The bid bond shall be **10% of the calculated grand total.**

PERFORMANCE BOND: The bid bond or cashier's check of the successful bidder **shall be returned** by the County of Will at such time as a **100% performance bond** or cashier's check is delivered to the County of Will which shall be held for the entire length of the contract.

The performance bond shall be **100% of the calculated grand total.**

The performance bond or check will be returned upon satisfactory completion of contract.

WORDS AND FIGURES:

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

PAYMENT:

Payment will be made pursuant to the Illinois Local Government Prompt Payment Act.

REFERENCES: Please include with your bid the names of three (3) companies or local governmental organizations with whom you have had similar contracts and services. Include the name, address and phone number of the person we can contact for further information.

COMPANY HISTORY: Please include a brief history of your company, how long you have been in business, the types of services you offer, etc.

PRIME CONTRACTOR CERTIFICATION: Included in this bid package is a prime contractor certification form. The Prime Certification form **MUST** be filled out and included with your bid package or it will be rejected.

CHOICE OF LAW AND VENUE:

Any cause of action related to this bid, or contract related thereto, shall be governed by the laws of the State of Illinois without regard to conflict of law provisions. The venue for any cause of action related to this bid, or any contract related thereto, shall be in the Twelfth Judicial Circuit, Will County, Illinois.

ILLINOIS FREEDOM OF INFORMATION ACT:

Any and all submissions to the County of Will become the property of the County of Will and these and any late submissions will not be returned. Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to contractor as soon as practicable. Regardless, the contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, the contractor warrants that County of Will's responses to requests for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your proposal is accepted by the County of Will all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. In the event the County of Will receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, the contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor will warrant that County of Will's responses to requests for a document relating to contractor, its provision of services, or the arranging for the provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the County of Will, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the County of Will for purposes of FOIA.

5 ILCS 140/7(2). As such, upon request by the County of Will (or any of its officers, agents, employees or officials), the contractor shall provide to the County of Will at no cost and within the timeframes of FOIA a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County of Will, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

AWARDING OF BID: The bid will be awarded to the lowest responsible, responsive bidder. The bidder acknowledges the right of the County of Will to accept the Vendor whose bid has met all the criteria specified and is found to be in the best interest of Will County after having been carefully examined and evaluated by the Resource Recovery & Energy Division

SUBMITTAL REQUIREMENTS:

Each of the following items shall be submitted by the bid time mentioned herein in order that the bid will be considered:

1. **10% Bid Bond** or Cashier's Check
2. **Signed** Prime Contractor Certification Form
3. **Signed** and completed Bid Forms
4. **Signed** and completed Receipt of Addenda Form

RESIDENTIAL ELECTRONIC RECYCLING FOR PERMANENT SITES AND ONE-DAY EVENT SERVICE

GENERAL PROVISIONS:

1.1 TERM OF THE CONTRACT: The County shall enter into an Agreement for Electronic Collection Event with the Contractor for a one-year period, beginning March 1, 2024, and ending February 28, 2025, with two (2) one (1) year renewals, if the County so chooses.

1.2 TERMINATION CLAUSE: In the event the County or the Contractor desires early termination of this Agreement, the party must give 120 days' written notice and the Contractor further agrees to forfeit the Performance Bond to the County of Will as Liquidated Damages.

1.3 DEFAULT: In case of default by the Contractor, the County of Will may procure the articles or services from other sources and may deduct from the Contractor's cashier's check or performance bond 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.

1.4 LIQUIDATED DAMAGES: If the Contractor fails to perform any of the obligations under this contract and continues to do so for four (4) hours on an event day and twenty-four (24) hours during non-event times after the County of Will delivers verbal, electronic or written notice of such failure, then both parties to this contract mutually agree that the Performance Bond posted by the Contractor under this contract shall be forfeited to the County of Will as Liquidated Damages.

1.5 NON-WAIVER OF RIGHTS: In the event the County of Will waives its 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.

1.6 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.

1.7 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.

1.8 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.

1.9 PREVAILING WAGE: The Illinois Prevailing Wage Act (Illinois Revised Statutes, Chapter 48, Section 39s-1-12), Public Act 86-799 that provides in part, that the Contractor(s), Subcontractor(s), etc. shall pay to all laborers, workers and mechanics performing work under the contract, not less than the prevailing rate of wages determined by the "Illinois Department of Labor."

1.10 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.

1.11 ILLINOIS LAW: Enforcement of the terms and substance of this agreement between the County of Will and the Contractor shall be governed by laws of the State of Illinois and venue shall be in the Twelfth Judicial Circuit, Will County, Illinois.

1.12 MINORITY VENDOR: A business that is fifty-one percent (51%) or greater owned by a minority, female or disabled person.

1.13 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.

1.14 DOWNSTREAM VERIFICATION: Will County reserves the right to review paperwork and personally visit the Contractor's place of business, sorting facility, and immediate downstreams to verify proper processing of materials.

1.15 TRAINING PERMANENT SITE PERSONNEL: The Contractor shall conduct a training session at each permanent site to teach personnel sorting, shrink-wrapping and packing.

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 and maintain 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 and maintain adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. In addition, the Contractor will provide and maintain employer's liability (coverage B) in the amount of \$500,000.00.
- B. Contractor's Comprehensive General Liability and Property Damage Insurance. For the duration of the Contract, 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. Owner's 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 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, Illinois, 60432.
- D. Motor Vehicle Insurance. For the duration of the Contract, 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.

2.5 TITLE TO WASTE: To the full extent recognized and permitted by law, all rights, title and interests to any material, or whatever nature, delivered to the drop-off site pursuant to this Agreement and accepted by the Contractor shall vest in the Contractor immediately upon such acceptance. The Title shall transfer to the Manufacturer Funded Recycler at the time the material is loaded onto their semi-trailers or at the time the Contractor delivers material to their facility through the Contractor's truck(s).

2.6 ACCEPTANCE: 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.

2.7 MANUFACTURER AGREEMENTS WITH VENDOR: The Contractor is expected to credit the County 100% for payments received by the Contractor from electronic manufacturers to cover the cost of providing collection and processing of all electronic materials. All such contracts, entered into anytime throughout the term of this agreement or used to service this agreement, shall be shared with Will County as evidence that the Contractor has the weight to cover or not to cover the services provided. Should Will County pay for services covered by manufacturer agreements, the Contractor shall reimburse Will County the applicable fees or the County may deduct the amount from fees owed to Contractor.

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, like a shipping container or a semi-trailer. It shall vary in length from twenty feet to fifty-three feet 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 based on size, and contractor packing and weight goals as outlined in the contractor’s attachment and agreed upon by the County.

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.

DROP-OFF COLLECTION SITE:

Permanent Site – shall mean a municipal, township or park district partnership site that has been designated by the County to collect residential electronics, with weekly hours of year-round operation.

Turn-Key Site – shall mean a municipal, township or park district partnership site that has been designated by the County to collection residential electronics, with monthly hours of year-round operation.

One-Day Event Site – shall mean a parking lot selected by the County on an agreed upon date with the contractor, where residential electronic devices will be collected for a specific number of hours from residents.

DOWNSTREAMS – shall mean companies that the Contractor sends materials to for further dismantling, refurbishing or recycling and shall be listed in the contractor’s attachment and verified by the County.

E-STEWARDS – shall mean an industry-specific environmental management system standard, also known as BAN (Basel Action Network), that requires annual third party audits to ensure the CONTRACTOR complies with specific standards, have a registered ISO 14001 environmental management system in place, achieves numerous performance requirements including assuring no export of hazardous electronic wastes to developing countries, no use of prison labor and no dumping of toxic materials in municipal landfills.

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; standalone fax; MP3 players; PDA; Video Game Console; Video Cassette player/recorder; DVD player; zip drive or scanner. These devices are eligible for credit to the manufacturers through State of Illinois Environmental Protection Agency rules.

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.

MANUFACTURER FUNDED ELECTRONICS RECYCLER (MFER)– shall mean a recycling contractor that is paid by Electronics Manufacturers to recycle Illinois residential electronics.

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).

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: A day selected by the County and agreed to by the Contractor to provide collection services to residents.

SERVICE AREA: shall mean all of the 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. These communities are:

Aurora	Elwood	Mokena	Shorewood
Beecher	Frankfort	Monee	Steger
Bolingbrook	Godley	Naperville	Symerton
Braceville	Homer Glen	New Lenox	Tinley Park
Braidwood	Joliet	Orland Park	University Park
Channahon	Lemont	Park Forest	Wilmington
Coal City	Lockport	Peotone	Woodridge
Crest Hill	Manhattan	Plainfield	
Crete	Matteson	Rockdale	
Diamond	Minooka	Romeoville	

SORT MATERIAL ON SITE: shall mean sorting electronic items into six categories and packing them as directed by the Contractor. The categories are:

- CED/EED Wood/Projection TVs – stand alone, lifted into truck on a pallet but no shrink-wrapping.
- CED/EED CRTs (TVs/Monitors) – stacked on a pallet and shrink-wrapped 6-7 feet high
- CED/EED Flat Panel (TVs/Monitors) – smaller items in Gaylord boxes, larger stacked and shrink-wrapped.
- CED Desktop/Laptop – packed in Gaylord boxes, double-stacked on a pallet, no shrink-wrapping.
- CED/EED Escrap – packed in Gaylord boxes, double-stacked on a pallet, no shrink-wrapping.
- Non-CED/Non-EED Escrap – packed in Gaylord boxes, double-stacked on a pallet, no wrapping.

STATE LAW means the State of Illinois’ Electronic Products Recycling and Reuse Act.

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 BACKGROUND-HISTORY OF ONE-DAY EVENTS: Since 2000 Will County has conducted 35 one-day collection events at various locations throughout Will County targeting electronics. Residents and governmental organizations have been told all electronic items would be accepted without charge. Typically, the residential collection was held on a Saturday from 8:00am – 3:00pm.

Total electronic materials collected (Businesses were not included in events)

Year	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
Number of Events	2	2	1	None	1	1	1	1	1	1
Will Co. Approximate Cost*	\$123.45	\$41,396	\$17,124	-	\$17,108	\$12,188	\$13,200	\$5,900	\$6,400	\$3,050
Number of Participants	329	1,443	302		300	258	347	503	360	369
Pounds of Electronics	53,736	127,881	52,900	-	86,373	52,599	63,128	83,978	58,190	50,801
Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Number of Events	3	4	3	5	6	3	2	5	7^	6
Will Co. Approximate Cost	\$4.5K	\$5.5K	\$10K	\$10K	\$10K	\$10K	\$19K	\$25K	\$42K	\$37K
Number of Participants	500+	500+	500+	750+	650+	1,100+	1600+	4,749	2,846	2,899
Pounds of Electronics	58,800+	67,981	139,680	223,834	180,084	176,626	165,000	453,624	271,887	263,857
Year	2020	2021	2022	2023						
Number of Events	4	6	5	7^						
Will Co. Approximate Cost	\$30K	\$46K	\$39K	\$32K						
Number of Participants	2,175	2,397	1,707	2,211						
Pounds of Electronics	127,689	191,725	122,892	143,711						

- *Prior to 2010 costs included fees paid by Will County to cover contractor labor, transportation, advertising, staff and supplies. After 2010, costs included fees paid by Will County to cover staff, advertising and select materials, NO funds were paid to the contractor for one-day events. A subcontractor was paid for assistance in 2016 and 2017.*

^ *The Vendor provided at least one event at NO CHARGE to the County*

NOTE: Although these events are not advertised as accepting appliances, small appliances (i.e., blenders, fans, microwaves, toasters, toaster ovens, etc.) have been collected at these events in the past. Will County prefers not to turn away any resident or governmental entity bringing such items to these events. However, NO appliances containing white goods components have been or will be accepted.

4.2 BACKGROUND-HISTORY OF PERMANENT ELECTRONICS DROP-OFF PROGRAM: Will County began a permanent residential electronic recycling collection program in July 2007 at four partner locations. A fifth location was added in 2008, five additional locations opened in 2009, one more location was added in 2010 and another in 2011. A total of 13 collection sites were in use in 2016 but all closed in February due to the way the State Electronics law was working. Will County established a single permanent site in Lockport two months later, then began offer recurring two-hour Turn-Key collections at additional locations, utilizing the Vendor’s site for the permanent semi-trailer storage under the 2017 CERA law. The permanent site and recurring events offered on weekdays are a cooperative effort between the County, local government host sites, the selected vendor and the general public.

Several communities also include Electronic recycling as part of the services available through the municipal refuse and recycling contract. Some retail locations also accept some of the electronics taken but not all, resulting in Will County Saturday events continuing to be a popular program. To avoid fees for underweight semi loads, please be aware of the decreasing amount of heavy CRT Televisions being brought in by participants.

One-Day Events	Total Pounds	CRT Pounds	Percent CRTs	Service Abilities
2020	127,689	44,303	35%	Semi-trailers delivered to site, holds for a few hours, filled by Contractor and sent back the same day.
2021	191,725	52,927	28%	
2022	122,892	31,880	26%	
2023	143,711	30,697	21%	

Past performance is not a guarantee of future performance. The percentage of various materials can change.

4.3 SPECIFICATIONS FOR COLLECTION FOR **ONE-DAY EVENTS**: The Contractor shall provide consumer electronics collection, transportation and processing services listed in these specifications.

The County, through the Resource Recovery and Energy Division of Land Use, will provide the following support to the Contractor to hold the event:

- A. The location of each event. Dates and location of subsequent events will be coordinated with the Contractor at least 45 days prior to each event. 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 as necessary to perform its duties as outlined in this Agreement.
- B. Advertising and publicity for the event;
- C. Volunteers or personnel to survey participants and pass out educational materials;
- D. Signage for participants directing them to the site;
- E. Some traffic cones to direct traffic on-site;
- F. A tent for survey staff (if needed), folding tables and chairs;
- G. A portable toilet (if needed) to be used by County employees, volunteers and the Contractor’s employees during the event.
- H. A semi-trailer (up to three) from our manufacturer funded electronics recycler to be delivered at the site the morning of the event and leave when loaded.
- I. An electronic registration system for attendees to register to attend each event in order to better assist planning efforts. The system will be accessible through willcountygren.com and those without internet

service may call the Will County Resource Recovery and Energy Division to secure a reservation. There will be at least 10 open slots every hour to accommodate residents that failed to make a reservation. The County will work with the Contractor to set up the amount of reservations allowed per hour. (A goal of 200 vehicle's served per hour with a limit of 2 TVs per vehicle for the first four hours and a minimum of 150 vehicles for all additional hours).

The Contractor is expected to provide the following services:

- J. At least one 53 ft semi in place by 7:30am the day of the public event with requested pallets, Gaylord boxes and shrink-wrap as dictated by the estimated size of the event. An additional semi-trailer if requested, to arrive later in the morning, no supplies required. 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.
- K. Traffic Cones to direct traffic around the contractor personnel.
- L. A telephone and email that the event personnel may use to contact the Contractor the day of the event in case of a problem.
- M. Accept all consumer electronics collected from the host governmental entity and the general public at the collection event that can be placed in the semi and any additional that may be collected to be taken to the Manufacturer Funded Recycler by the Contractor's trucks or taken to the Contractor's site for off-site processing, recycling or eventual transportation to the Manufacturer Funded Recycler.
- N. Provide weight of electronics taken to the County within one week of the event.
- O. Process some electronics accepted from the event 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.
- P. Data Containing devices should be secured and destroyed/erased following the guidelines of NIST 800-88
- Q. Contractor must possess onsite or desk audit records of downstream vendors. Proof of downstream vetting process must be available upon request. All downstreams should be approved and reviewed in accordance to e-Stewards/R2 standards.
- R. Contractor is required to pack the manufacturer funded semi-trailers to a minimum of 18,000 pounds. Failure to meet this requirement results in fines to the County and these fines will be split 50/50 with the Contractor.
- S. Contractor is required to possess at a minimum the e-stewards or R2 certification or be working towards achieving one. An ISO 14001 and ISO 9001 certification is also favorable.

4.4 PAYMENT AND RECOGNITION OF MANUFACTURING AGREEMENTS: The County has agreements in place with a Manufacturer Funded Recycler to provide payment for the processing of electronics, along with costs and supplies related to collecting materials from various sites. It is the desire of Will County that these agreements fund all the weight collected in the course of the year. Should these manufacturer agreements fail to cover the full cost of services, the contractor may propose an additional cost in alignment with the current Illinois State Electronics Recycling Law to be charged to the County.

The County recognizes that all materials taken at a drop-off event may not efficiently be sent directly to the Manufacturer Funded Recycler. Any processing and transportation costs incurred by the Contractor for collection, processing and transport are included in the fees charged to the County. The County shall not pay anything more in transportation fees other than what is listed in the fees quoted. All fees shall remain constant throughout the term of the contract. This includes driving to a Drop-Off location, exchanging semi-trailers, transporting the materials to their facility, weighing all the materials, counting the number of specified materials and processing the materials for recycling.

4.5 LEVEL OF SERVICE: The COUNTY shall offer at least two, and up to six, One-Day Collection Events per year. The COUNTY and CONTRACTOR recognize that the number of participants at each event varies, as does the amount and variety of electronic items.

PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that _____

Name of Bidder

Is not barred from contracting with any unit of State or local government as a result of a violation of either Section 710 ILCS 5/33 E-3 or 720 ILCS 5/33 E-4 of the Criminal Code of 1961.

Name of Representative

Title

Signature

Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

33E-4 Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) **of Section 5-4 of this Code.** Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

Bid Form

#2024-5

Residential One-Day Electronics Collection

Name _____ F.E.I.N> # _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Phone _____

Email Address _____

THIS IS NOT AN ORDER

Will County Agency Name: _____

For additional information contact Kevin Lynn Purchasing Director klynn@willcountyillinois.com

The bidder proposes to provide the products and/or services in accordance with the specifications attached herein.

Submittal Requirement Checklist: Each of the following items must be submitted for the bid to be considered.

- _____ A. Bid Price worksheet – Part 1
- _____ B. Bid Price Worksheet – Part 2
- _____ C. Bid Price Worksheet – Part 3
- _____ D. Company History
- _____ E. Environmental Compliance Issues
- _____ F. References
- _____ G. Insurance Certificates
- _____ H. Prime Contractor Certification Form

Printed Name: _____

Signature: _____ **Title:** _____

Representative of Company



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

Bid Form

#2024-5

Residential One-Day Electronics Collection

A. BID PRICE WORKSHEET (part 1): Indicate your method of processing all items accepted under this agreement regardless of manufacturer funding in place.

ITEM	Average % Marketed as Used	Average % Recycled	CRT Glass Process Location	Info on Disposal	
				%	Landfill or Incinerate
CED – CRT Items (Televisions & Monitors)					
All other TVs and Monitors (LED, Projection, etc.)					
ALL CEDs, EEDs covered by the Illinois Electronics Legislation: CPUs, laptops, notebook/tablets, Peripherals (keyboards, mice, etc.), Printers/Faxes/Office Equip. Telephones/Communication Equip. VCRs, Radios / Stereos, Cameras / Video Cameras, Video Game Players, Power Tools, Battery Back-up Devices, Small					
All other electronics not banned by the Illinois Electronics Recycling legislation but recyclable: Digital clocks, cassette/8-track players/recorders, Wires/string lights, Small Electronics /Appliances (small items with a cord: toasters, vacuums, power tools, hair dryers, curling irons, etc)					
Microwaves					
Large Appliances / White Goods If we decided to include these items at Electronic Collection Events					
Price to Residential Client to collect a Large Appliance / White Goods if we decided to include front-door service for these items					
Other Items (specify)					

Do you intend, or have you in the past two years, shipped any items outside the United States? Yes or No
 If yes, please explain where you will or have sent materials and what types of materials: _____

Signature: _____ **Title:** _____
 Representative of Company



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

Bid Form

#2024-5

Residential One-Day Electronics Collection

B. BID PRICE WORKSHEET (part 2): One-Day Event Material and Site, Labor & Transportation Costs – At least twice a year Will County offers electronics recycling as a stand-alone or part of a combined collection one-day event. These events require sending at least one, and up to three, dedicated MFER semi-trailers the day of the event. Each trailer will wait to be packed by staff on-site, the first trailer may wait a few hours. Any additional may be packed within one hour of arrival depending on timing.

ITEM: In the event that the MFER trailers are not enough, what will be the costs for this service	Flat Price
Semi-Trailer on site 3-4 hours and sent to MFER (determined by CERA-currently Morris) with load	\$
20-28 ft truck on site 3-4 hours and sent to Contractor location to be recycled by Contractor	\$
20-28 ft truck on site 3-4 hours and sent to Contractor location to be re-packed and sent to MFER through MFER semi-trailer after event.	\$
Price for Labor capable to servicing 200 cars per hour	\$
Price for Labor capable to servicing 150 cars per hour	\$

C. BID PRICE WORKSHEET (part 3): Alternate Fixed Fee

Please provide a fixed flat rate to cover all of the above service for 7 Hour Public Event on a Saturday:
\$ _____

Please provide a fixed flat rate to cover all of the above service for 5 Hour Public Event on a Saturday:
\$ _____

Please provide a fixed flat rate to cover all of the above service for 3 Hour Public Event on a Saturday:
\$ _____

Signature: _____ **Title:** _____

Representative of Company



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

Bid Form

#2024-5

Residential One-Day Electronics Collection

A. COMPANY HISTORY: The length of experience of the firm is considered in the evaluation process

Date of Incorporation				
Information for the past 3 years	Average Pounds Processed per Yr	% of material reused	% of material recycled	% of material disposed
2020				
2021				
2022				

B. ENVIRONMENTAL COMPLIANCE HISTORY: Contractor will also provide an environmental compliance history for the firm. Specifically, the contractor must list and explain all convictions and citations brought against your firm, parent company or any subsidiaries in Illinois or other states in which the Contractor operates for violations of any applicable consumer electronics collection, processing, and disposal regulations over the previous three years.

List all Convictions or Citations related to the provision of similar services over the previous 3 years:

Do you possess or are you in the process of receiving any certifications or licenses (i.e. R2, E-Stewards, etc)?
(Please provide copies as attachments)

Please provide information on your downstream CRT process. We need information to verify these downstreams. We do not want CRT glass warehoused and at risk of going unprocessed. Include contact name, address, phone, email.

NOTE: All bidders are encouraged to provide additional information on their recycling, remarketing, demanufacturing processes and are welcome to use additional sheets to provide more detailed answers to any of the questions on these forms.

Signature: _____ **Title:** _____

Representative of Company



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

Reference Form

Residential One-Day Electronics Collection

#2024-5

Please list three (3) references, other than the County of Will, that you have done similar work, service or supplied similar products to:

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

Addendum Form

Residential One-Day Electronics Collection

#2024-5

Name _____ F.E.I.N> # _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Phone _____

Email Address _____

THIS IS NOT AN ORDER

Will County Agency Name:

For additional information contact Kevin Lynn Purchasing Director klynn@willcountyillinois.com

Addendum Receipt: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

Addendum Receipt: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

Addendum Receipt: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

Addendum Receipt: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

Addendum Receipt: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

No Bid Form

Please note: This form is only required if you are not bidding.

Solicitation Name/Number: 2024-5 Residential One-Day Electronics Collection

Reason for not bidding:

- | | |
|--|--|
| <input type="checkbox"/> Not enough time to respond | <input type="checkbox"/> Unable to compete |
| <input type="checkbox"/> Not Applicable to company | <input type="checkbox"/> No time to complete work |
| <input type="checkbox"/> Unable to obtain required insurance | <input type="checkbox"/> Unable to meet specs/requirements |
| <input type="checkbox"/> Unable to obtain required bonding | |
| <input type="checkbox"/> Other (please detail below) | |

Suggestions:

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Email: _____

Date: _____

Please retain our information for future solicitations: Yes No