



## **OFFICE OF WILL COUNTY EXECUTIVE** **LAWRENCE M. WALSH**

Will County Office Building – 302 N Chicago Street – Joliet, Illinois 60432

**Rita Weiss**  
Purchasing Director

(815) 740-4605  
Fax (815) 740-4604  
[rweiss@willcountyillinois.com](mailto:rweiss@willcountyillinois.com)

January 4, 2017

To whom it may concern,

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 Turn-Key Electronics Collection Service**. The agreement with contractor will be for a twelve month period, beginning March 1, 2017 and ending February 28, 2018, with two (2) one (1) year renewal options if the county so chooses.

Specifications are attached hereto and are considered part of the bidding package.

**A Bid Deposit, Bond or Cashier's Check in the amount of 10% of the value of the contract or \$20,000.00, whichever is greater, made payable to the Will County Treasurer, must accompany your proposal, or it will not be considered.**

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, **“as so indicated by the time stamp clock of Will County 9:00 A.M. Wednesday, January 18, 2017 ” Bids received after this time will not be accepted.**

Bids will be publicly **opened** and read by the Will County Purchasing Director at **9:10 A.M. Wednesday, January 18, 2017** at the Will County Office Building, 302 N. Chicago Street, 2<sup>nd</sup> 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.

Any questions should be directed to Rita Weiss, Purchasing Director, [rweiss@willcountyillinois.com](mailto:rweiss@willcountyillinois.com).

We welcome your bid.

Sincerely,

*Rita Weiss*

Rita Weiss  
Purchasing Director

## ADVERTISEMENT OF BID

RESIDENTIAL ELECTRONICS RECYCLING FOR  
TURN-KEY ELECTRONICS COLLECTION SERVICE  
WILL COUNTY LAND USE DEPARTMENT,  
RESOURCE RECOVERY & ENERGY DIVISION

SEALED BIDS FOR RESIDENTIAL ELECTRONICS RECYCLING FOR TURN-KEY ELECTRONICS COLLECTION SERVICE FOR THE COUNTY OF WILL, LAND USE DEPARTMENT, RESOURCE RECOVERY & ENERGY DIVISION, JOLIET, IL WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF 9:00 A.M., WEDNESDAY, JANUARY 18, 2017. BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HIS REPRESENTATIVE AT 9:10 A.M., WEDNESDAY, JANUARY 18, 2017 AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., 2ND FLOOR, JOLIET, IL 60432.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT [www.demandstar.com](http://www.demandstar.com), AS WELL AS THE PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL. 60432, (815) 740-4605 OR EMAIL [purchasing@willcountyillinois.com](mailto:purchasing@willcountyillinois.com).

THE TENDERING OF A BID TO THE COUNTY SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. 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.

BY ORDER OF THE WILL COUNTY EXECUTIVE, LAWRENCE M. WALSH.

## INSTRUCTIONS TO BIDDERS

### RESIDENTIAL ELECTRONICS RECYCLING FOR TURN-KEY ELECTRONICS COLLECTION 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 Turn-Key Electronics Collection Service**. The agreement with contractor will be for a twelve month period, beginning March 1, 2017 and ending February 28, 2018, 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 9:00 A.M., Wednesday, January 18, 2017, "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 his Representative at 9:10 A.M., Wednesday, January 18, 2017 at the Will County Office Building, 302 N. Chicago Street, 2<sup>nd</sup> 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 completely 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:                    ELECTRONICS COLLECTION SERVICES**

**BID DUE:                        WEDNESDAY, JANUARY 18, 2017 - 9:00 A.M.**

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. County of Will bears no responsibility for investigating or determining authority of signatory.

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 as a searchable PDF of all submitted materials, on a USB smart drive** 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. Vendors not present at the bid opening requesting results at a later date will be given a copy of our bid tabulation sheet. This sheet will include what was read off the **Bid Worksheet**.
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 addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum 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 [rweiss@willcountyllinois.com](mailto:rweiss@willcountyllinois.com). Should the bidder fail to ask questions or for clarification on any particular 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 \$20,000.00, whichever is greater, made payable to the Will County Treasurer, must accompany the bid document, as a guarantee that if the bid is accepted, a contract will be entered into with the County of Will. **Money Orders or Company checks will not be accepted.**

The bid bond from unsuccessful bidders will be returned after award is approved by county board.

**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 **performance bond in the amount of 100% of the value of the contract or \$200,000.00, whichever is greater**, is delivered to the County of Will which shall be held for the entire length of the contract.

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 completely 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. 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, contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, 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, 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 and the County Board. The bid is expected to be awarded at the February 16, 2017 meeting of the Will County Board.

**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** and completed Bid Form and Forms A - F
3. **Signed** Prime Contractor Certification Form G
4. **Signed** and completed Receipt of Addenda Form



REQUEST FOR BID

**RESIDENTIAL ELECTRONIC RECYCLING  
FOR TURN-KEY ELECTRONICS COLLECTION SERVICE**

FOR WILL COUNTY, ILLINOIS

Released for Submittal: January 4, 2017

Submittals Due: January 18, 2017

## **1.0 GENERAL PROVISIONS:**

1.1 TERM OF THE CONTRACT: The County shall enter into an Agreement for Electronic Recycling with the Contractor for a seven-month period, beginning March 1, 2017 and ending February 28, 2018, with two one-year renewal options.

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 **Bid Bond or Cashier's Check** in the amount of **10% of the value of the contract or \$20,000.00, whichever is greater**, made payable to the Will County Treasurer, must accompany the bid document, as a guarantee that if the bid is accepted, a contract will be entered into with the County of Will. **Money Orders or Company checks will not be accepted.**

The bid bond from unsuccessful bidders will be returned after award is approved by county board.

**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 **performance bond in the amount of 100% of the value of the contract or \$200,000.00, whichever is greater**, is delivered to the County of Will which shall be held for the entire length of the contract.

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

1.5 TERMINATION CLAUSE: In the event the County, one of the County's host sites, or the Contractor desires early termination of this Agreement, the parties must give 90 day notice.

1.6 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.

1.7 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.

1.8 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.

1.9 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.

1.10 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.



1.11 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.

1.12 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.”

1.13 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.

1.14 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.

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

1.16 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.

1.17 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.

1.18 TRAINING SITE PERSONNEL: The Contractor shall take sorting instruction from the MFER and comply with the conduct a training session at each permanent site to teach personnel sorting, shrink-wrapping and packing.

1.19 FACILITY means the processing facility, together with appurtenant structures and equipment operated by the Contractor where the MFER will have a semi-trailer of approximately 53 feet in length parked to be filled with sorted electronic materials.

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

1.21 SORT MATERIAL ON SITE: shall mean sorting electronic items into several categories and packing them as directed by the MFER into the MFER’s semi-trailer at the Contractor’s facility. 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.

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

1.23 TURN-KEY means a public two hour collection event held in a recurring manner, either weekly, bi-weekly or monthly, at the same location at the same time of day. (Example: Turn-Key Electronics Collection at Romeoville Public Works from 5pm to 7pm the first and third Tuesday of each month.)

## **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 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. 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 Bests 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 Contactor immediately upon such acceptance. The Title to the materials will be transferred to the MFER upon the MFER's semi-truck leaving the Contractor's site.

**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.

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

**APPLICANCES:**

**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 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."

**COUNTY COLLECTED ELECTRONICS** – shall mean all Residential Electronic Devices collected by affiliates of Will County willing to work as Collection Sites through separate agreements.

**COVERED ELECTRONIC DEVICE** or CED means any electronic product defined as a CED in accordance with the Electronic Products Recycling and Reuse Act, as amended, that is taken out of service from a residence in the State of Illinois regardless of purchase location. (Including, but not limited to, Televisions, Monitors, Computers, Laptops, Tablets, Hard Drives, Modems, Servers, Electronic Keyboards, Electronic Mice, CD ROM, Zip Drives, Tape Drives, Palm Organizers, Hand Held Games/Devices, Printers, Scanners, Fax Machines, Cords & Cables, UPS Battery

Backups, Digital Converter Boxes, Cable/Satellite Receivers, VCRs, DVD Players, Laser Disc Players, Video Game Players, Joysticks/Game Controls, Cell Phones, Digital Radios, CD Players)

**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, storage of electronic devices and supplies. The site is available year-round.

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.

Turn-Key Event Site – shall mean a parking lot selected and mutually agreed upon through an intergovernmental agreement between the County and unit of local government that is available on a weekly or bi-monthly basis for a recurring collection of electronics. The site is not meant for storing supplies or devices.

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 any electronic product defined as an EED in accordance with the Electronic Products Recycling and Reuse Act, as amended, that is taken out of service from a residence in the State of Illinois regardless of purchase location. These include 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 are devices 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.

HAZARDOUS WASTE –shall mean any material or substance that, as of the Contract Date, and for the duration of this Agreement, and pursuant to any future changes in the statutory definitions of the following statutes or regulations or any newly promulgated statutes or regulations, by reason of its composition or characteristics, is (i) hazardous waste, substance or material as defined in the Solid Waste Disposal Act, 42 USC 6901 et seq. and 415 ILCS 5/3.220, as amended, replaced or superseded, and the regulations implementing same; (ii) material the disposal of which is regulated by the Toxic Substances Control Act, 15 USC 2601, et seq., as amended, replaced or superseded, and the regulations implementing same; (iii) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954; (iv) a "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq., as amended, replaced or superseded, and the regulations implementing same; or (v) treated as hazardous waste or substance or material under applicable federal, State or local law. If any governmental County or unit having appropriate jurisdiction shall determine that substances are hazardous or harmful to health when Processed at the facility, then thereafter any such substances or materials shall be Hazardous Waste for purposes of this Agreement. However, if the

material or substance is later found or determined by the appropriate governmental County or unit having appropriate jurisdiction to be non-hazardous or to be removed from the respective definition of hazardous waste, it shall thereafter be non-hazardous.

**INFECTIOUS WASTE** – shall mean (i) cultures and stocks of infectious agents and associated biologicals including laboratory waste, biological production waste, discarded live and attenuated vaccines, culture dishes, and related devices; (ii) liquid human and animal waste, including blood and blood products and body fluids, but not including urine or materials stained with blood or body fluids; (iii) pathological waste; (iv) sharps, (v) contaminated wastes from animals that have been exposed to agents infectious to humans, these being primarily research animals, and (vi) waste treated as Infectious Waste pursuant to federal, State or local laws. If any governmental County or unit having appropriate jurisdiction shall determine that substances are infectious then thereafter any such substance shall be infectious Waste for purposes of this Agreement. However, if the material or substance is later found or determined by the appropriate governmental County or unit having appropriate jurisdiction to be non-infectious or to be removed for the respective definition of infectious waste, it shall thereafter be non-infectious.

**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.

**MFER** – shall mean Manufacturer Funded Electronics Recycler

**MIXED ELECTRONIC DEVICE** – shall mean all devices acceptable to the Contractor that are not listed by the State of Illinois as CED or EED items; otherwise known as Non-CED/Non-EED items.

**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.

**NON-ACCEPTABLE ELECTRONICS** – shall mean, but not be limited to, small home appliances (including, but not limited to dehumidifiers, window and small room air conditioners, small refrigerators, fluorescent bulbs., lamp fixtures, etc.) and large home appliances (including, but not limited to, stoves, refrigerators, freezers, washers, dryers, dishwashers, etc.).

**REGISTERED MANUFACTURER** shall mean the owner of a brand of CED or EED required by State Law to register with the Illinois Environmental Protection Agency and be assigned a goal to collect and recycle or refurbish specified volume of CEDs and EEDs.

**RESIDENTIAL ELECTRONIC DEVICE** – shall mean CED, EED, Non-CED/Non-EED type of material.

**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** – shall mean a day selected by the County and agreed to by the Contractor to provide collection services to residents.

**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.

**SORT MATERIAL ON SITE** - shall mean sorting electronic items into Gaylord boxes in three categories. The categories are CRT items that fit in Gaylord boxes, CPU items, all other electronic items. A fourth category of sorting will be TVs too large to fit into Gaylord boxes.

**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 39 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. Last year’s 7 hour public events received in excess of 50,000 pounds per event.

**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. This has been a cooperative effort between the County, local government host sites, the Contractor and the general public. Most sites have staff on the property but the initial program was designed to require very little supervision of the Drop-Off itself. The public relied on promotional materials and site signs to know which items were acceptable and the proper method of delivering them.

Year	2007	2008	2009	2010	2011	2012*	2013	2014	2015
Number of Permanent Sites	4	5	11	12	13	13	13	13	13
Will Co. Approximate Cost*	\$42,850	\$41,610	\$105,908	\$16,560	\$5,000	\$10,000	\$3,000	\$3,000	\$4,000
Estimated # of Participants	3,862	8,795	26,830	32,000	33,753	54,355	60,288	66,936	87,740
Pounds of Electronics	154,460	351,790	1,073,204	1.28 mil	1.35 mil	2,174,189	2,411,534	2,677,443	4,509,590

Background Information on Each Collection Site location operating in 2015

Former Permanent Site Locations, Operator	Stats for Jan 1 to Nov 30, 2015
<b>Beecher, Illinois</b> <b>Washington Township</b> 30200 Town Center Road Hours: Monday-Friday 9am-3pm	169,824 lbs. total 3,692 lbs. average pickup 74% CRT TVs
<b>Bolingbrook</b> <b>Village of Bolingbrook, Public Works</b> 299 Canterbury Lane Hours: Monday-Friday 9am-3:30pm	505,892 lbs. total 3,922 lbs. average pickup 79% CRT TVs
<b>Channahon</b> <b>Channahon Township</b> S Fryer Street, seven blocks South of Rt. 6 Hours: Wed 3pm-7pm <b>March-Oct. ONLY</b> Sat 8am-2pm year-round	157,487 lbs. total 3,579 lbs. average pickup 60.5% CRT TVs

<b>Godley</b> <b>Godley Park District</b> 500 S. Kankakee Hours: Monday-Friday 7am-4:30pm	115,757 lbs. total 2,692 lbs. average pickup 83% CRT TVs
<b>Homer Glen</b> <b>Homer Township</b> 14400 W 151st Street Hours: Tue, Wed, Thur 8am-3pm	76,356 lbs. total 5,454 lbs. average pickup 71% CRT TVs
<b>Joliet</b> <b>Forest Preserve District of Will County</b> 17540 W Laraway Road (Sugar Creek-between Rt.52 & Rt. 53) Hours: Monday-Friday 7am-3pm	394,403 lbs. total 5,976 lbs. average pickup (issues with broken TVs) 79% CRT TVs
<b>Lockport</b> <b>City of Lockport</b> 17112 Prime Blvd (East of I-355 overpass) Hours: Monday-Friday 7am-3pm	254,784 lbs. total 5,096 lbs. average pickup 64% CRT TVs
<b>Manhattan</b> <b>Manhattan Township</b> 24645 S Eastern Ave Hours: Monday-Friday 7am-3pm 1st & 3rd Sat 8am-Noon	79,447 lbs. total 2,407 lbs. average pickup 66.5% CRT TVs
<b>Mokena</b> <b>Village of Mokena Public Works</b> 19005 Wolf Road Hours: Monday-Friday 7:30am-4pm	635,268 lbs. total 6,905 lbs. average pickup 66.5% CRT TVs
<b>Monee</b> <b>Forest Preserve District of Will County</b> 27341 Ridgeland Ave (Monee Reservoir) Hours: 7 days a week 8am-4pm	270,740 lbs. total 5,641 lbs. average pickup 69% CRT TVs
<b>New Lenox</b> <b>New Lenox Township</b> 1100 S. Cedar Road Hours: Monday-Friday 1pm-3:30pm 4th Sat of the Month 8am-Noon	226,191 lbs. total 6,113 lbs. average pickup 68.5% CRT TVs
<b>Romeoville</b> <b>Village of Romeoville</b> 195 S Budler (East of I-55) Hours: Wednesdays 6pm-8pm 1st Sat of the Month 11am-3pm	158,076 lbs. total 3,513 lbs. average pickup 74% CRT TVs
<b>Shorewood</b> <b>Troy Township Highway Department</b> 25358 Seil Road Hours: Monday-Friday 7am-3pm 1st & 3rd Sat of the month 8am-2pm	465,361 lbs. total 4,749 lbs. average pickup 67.5% CRT TVs

In 2016, all the drop-off sites closed by February 28. In May, the Lockport site reopened with County staff supervising the public, checking for proof of residency, limiting televisions to two per vehicle. County staff sorted items or directed the public to the proper Gaylord box, then stacked and wrapped TVs and other electronic items.

<b>Lockport</b> <b>City of Lockport</b> 17112 Prime Blvd (East of I-355 overpass) Hours: Monday-Friday 7am-3pm	May 1 – Nov 14, 2016 558,446 lbs. total 20,000 lbs. gross pickup is the goal 65% CRT TVs
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4.4 HISTORY OF TURN-KEY EVENTS: In July of 2016, Will County began offering recurring two-hour collection events in cooperation with other units of local government to residents for the FREE collection of electronics to be recycled. The Contractor utilized the service of the County’s MFER, by hosting a semi-trailer at their facilities and bringing 20’, 24’ and/or 26’ box trucks to the location of the collection.

<b>Peotone</b> <b>Village of Peotone Police Department</b> 208 E. Main Street Hours: 1 <sup>st</sup> & 3 <sup>rd</sup> Wednesday of each month Year round 5pm-7pm	July – November 64,525 lbs. total 7,169 lbs. average pickup
<b>New Lenox</b> <b>New Lenox Township</b> 1100 S. Cedar Road Hours: 2 <sup>nd</sup> & 4 <sup>th</sup> Wednesday of each month Year round 5pm-7pm	July – November 78,546 lbs. total 8,727 lbs. average pickup
<b>Romeoville</b> <b>Village of Romeoville – Public Works</b> 615 Anderson Drive Hours: 1 <sup>st</sup> & 3 <sup>rd</sup> Tuesday of each month Year round 5pm-7pm	August – November 66,059 lbs. total 8,257 lbs. average pickup
<b>Joliet</b> <b>City of Joliet and Will County</b> 57 W. Marion Street Hours: 2 <sup>nd</sup> & 4 <sup>th</sup> Tuesday of each month Year round 5pm-7pm	October – November 36,093 lbs. total 12,031 lbs. average pickup

4.5 SPECIFICATIONS FOR COLLECTION FOR **TURN-KEY 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 County shall procure drop-off locations.
- B. The County shall provide an address and directions to the location of the recurring turn-key drop-off event site. (Dates will be coordinated with the Contractor at least 30 days prior to the first collection 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 during agreed upon hours to perform its duties as outlined in this Agreement.
- C. The County shall promote the Residential Electronics Recycling program through its website, printed materials, social media and through the County Collection Sites. From time-to-time the County, in its sole discretion, may also utilize the newspapers, radio stations and billboards to bring attention to the program.
- D. The County shall notify the State of Illinois Environmental Protection Agency about the collection events.
- E. The County shall maintain an agreement with an electronics recycler with manufacturer funds to cover all CED and EED items, provide some of the supplies such as pallets, Gaylord boxes and shrink wrap for those items and arrange delivery of a semi-trailer to the Contractor’s designated location to be filled in compliance with the sorting requirements of the MFER by the Contractor.



The Contractor agrees and will be responsible for providing the following services:

- A. The Contractor agrees to provide the level of service requested by the County for each Turn-Key Event:
  - a. Small Turn-Key Event: The Contractor shall provide a minimum of two employees, a single truck with lift gate 26 ft. in length or a semi-trailer by no later than 20 minutes prior to the public drop-off start time at the turn-key event location.
  - b. Standard Turn-Key Event: The Contractor shall provide a minimum of two employees, two trucks, at least one with a lift gate (choice of one 24-foot box truck with one 26-foot box truck or two 26-foot box trucks) by no later than 20 minutes prior to the public drop-off start time at the turn-key event location.
  - c. Large Turn-Key Event: The Contractor shall provide a minimum of three employees, three trucks, at least one with a lift gate (choice of 24-foot box truck, 26-foot box truck or semi-trailer combination) by no later than 20 minutes prior to the public drop-off start time at the turn-key event location.
  - d. Extra-Large Turn-Key Event: The Contractor shall provide a minimum of four employees, four trucks, at least one with lift gate (choice of 24-foot box truck, 26-foot box truck or semi-trailer combination) by no later than 20 minutes prior to the public drop-off start time at the turn-key event location.
- B. Each of the sizes may have one additional employee added for a specified cost at the direction of the County.
- C. The Contractor agrees that its employees will arrive no later than 20 minutes prior to the start of a Turn-Key event to set up pallets and Gaylord boxes. Should the Contractor arrive late to an event, a fine of 10% of the event fee will be deducted from the invoice for the first 15 minutes, and 10% more for each 10 minutes thereafter.
- D. The Contractor agrees its employees will check driver's licenses and assist residents with unloading electronics from vehicles, sorting electronics, shrink-wrapping and packing the materials into box trucks, and/or semi-trailers.
- E. The Contractor agrees to provide a sufficient quantity of supplies including but not limited to Gaylord Boxes, shrink wrap, pallets, and safety vests for workers.
- F. The Contractor agrees to provide space at a dock for a semi-truck provided by the County's MFER.
- G. The Contractor agrees to transport all electronic materials collected from each event to their designated warehouse location for additional sorting and packing.
- H. The Contractor agrees to pack electronic materials being sent to the County's MFER into the following sorts:

Wood Panel & Projection TVs	CRT TVs & CRT Monitors Shrink Wrapped	Flat Screen TVs & Monitors Shrink Wrapped	Computers & Laptops Gaylord Box	All other CEDs & EEDs Gaylord Box	Large printers
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Under no circumstance shall the Contractor's personnel knowingly place Hazardous or Infectious Waste into any packing materials.

- I. The Contractor shall pack the MFER semi-trailer at the warehouse to a minimum weight of 20,000 pounds, utilizing fork equipment, pallet jacks and physical labor to ensure material is packed appropriately and safely. The load should be packed and loaded to prevent shifting and movement during transport, and to prevent the necessity of hand unloading at its destination. Should the Contractor fail to fulfill these requirements and the MFER fines the County, the Contractor will pay half the fine amount as a deduction on their next invoice.
- J. The Contractor shall keep and market all Non-CEDs and Non-EEDs.

- K. Title and Risk of Loss: Title to and risk of loss or damage to all electronic devices shall pass to the Contractor at the time the items are taken by the Contractor. The Title and Risk of Loss are assumed by the County's MFER once the items are taken off the Contractor's property by the MFER transportation service.
- L. Should the Contractor keep any other non-CRT items, they must provide all downstream information on those items and demonstrate DOD standard erasure of hard drives, printer memories, other memory devices kept by the Contractor. Data Cleansing: A Department of Defense 5220.22-M data overwrites (I -Pass or 3-Pass) will be performed on all data storage devices that are deemed to still maintain potential functional resale value. All storage media with no functional resale value will be physically destroyed at Contractors' facility. The Contractor shall make every effort to dismantle, reuse, and recycle the items it keeps utilizing its own facility equipment and staff.
- M. The Contractor shall contact the County's MFER when the semi-truck is full, giving the vendor 48 hours to take the full semi and replace it with an empty semi-trailer. Should the MFER fail to provide service within the agreed upon timeframe, the Contractor shall notify the County and the MFER and continue to seek service. The Contractor shall inform the County of any additional failures of the part of the MFER to provide service every 48 to 72 hours until such service is performed.
- N. Insurance: The Contractor shall maintain insurance, of the type and in amount which are usual and customary in its business, which is acceptable to Contractor including Commercial General Liability and Workers' Compensation, at a minimum of \$2,000,000. The Contractor shall submit a Certificate of Insurance to the County naming the County as an additional insured.
- O. Certifications: The County encourages the Contractor to pursue all applicable certifications, including, but not limited to R2, E-Stewards, ISO 14001. The Contractor shall submit any Certificates currently held or any achieved throughout the term of this Agreement to the Will County Recycling Specialist.
- P. Additional Related Responsibilities: If the Contractor has the ability to provide additional reporting services that are not listed in this section, they shall make the County aware of them and, at the County's request, include such reports as may be related to downstreams for the various materials, allocation of weight to manufacturers, or other related conditions arising from the services performed.

## **5.0 SPECIFICATION FOR STAFFING LOCKPORT SITE**

5.1 Current Practice: The Lockport Public Works site is open from 6am-11am to the public on Tuesdays and Fridays each week except when the City of Lockport is closed for a holiday. Will County has provided part-time temporary employees since May of 2016 at the Lockport site to:

- Set out Gaylord boxes and pallets stored at the Lockport site
- Check resident IDs
- Sort electronic items as required by the MFER
- Stack and shrink wrap electronic items as required by the MFER

The employees arrive between 5:55am-6am. The public is welcome from 6am-11am. The employees complete sorting and wrapping by 11:30-11:45am. (Occasionally they work until noon, but never later.)

5.2 As part of this contract, the selected vendor is to provide two laborers at the Lockport site to replace the part-time temporary County employees. The Contractor will take responsibility for labor replacement due to illness, vacation or a no-show situation. At no time should the Contractor have less than two people working at the site to perform the required labor.

5.3 The Contractor will charge the County a separate fee for this service to cover the costs of this work on a monthly basis as a separate line item on the bill.

5.4 The County reserves the right to reduce the hours or cut one of the days of service.

## **6.0 PAYMENT AND FEES FOR SERVICE**

6.1 An invoice for service may be electronically sent or mailed through the postal service each month itemizing the services.

6.2 Will County reserves the right to audit invoices and pay 30 days after receipt of an invoice.

6.3 Each invoice shall include a break-down of the material collected with weight by category.

6.4 **NUMBER OF TURN-KEY 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. These sites will continue to service residents unable to utilize the permanent or one-day event options. The CONTRACTOR recognizes that the Permanent and One-Day programs are separate from the Turn-Key events and may vary in use by residents.

Date Mailed: 01-04-17  
Due: 01-18-17, 9:00 AM  
Open: 01-18-17, 9:10 AM

PURCHASING DEPT  
COUNTY OF WILL  
302 N. CHICAGO ST.  
JOLIET IL 60432

CONTRACT for Residential  
Electronics Collection and  
Processing from Drop-Offs  
March 2017-February 2018  
Bid # 2017-58

COMPANY NAME \_\_\_\_\_ F.E.I.N. # \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
CONTACT \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

**THIS IS NOT AN ORDER**

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<b>Agency Name and Delivery Address:</b>	<b>WILL COUNTY – LAND USE – RRE DEPARTMENT JOLIET, IL. 60432</b>
<b>For additional Information</b>	<b>RITA WEISS <a href="mailto:rweiss@willcountyillinois.com">rweiss@willcountyillinois.com</a></b>

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THE BIDDER PROPOSES TO PROVIDE THE PRODUCTS AND/OR SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS ATTACHED HEREIN.

**Submittal Requirements:** Each of the following items must be submitted in order that the bid will be considered.

- \_\_\_\_\_ A. Part 1 – List of Electronic Items Accepted, % Marketed, % Recycled, % Disposed
- \_\_\_\_\_ B. Part 2 – Bid Price Worksheet – Turn-Key Events
- \_\_\_\_\_ C. Company History
- \_\_\_\_\_ D. Environmental Compliance Issues
- \_\_\_\_\_ E. References
- \_\_\_\_\_ F. Insurance Certificates
- \_\_\_\_\_ **G. Prime Contractor Certification**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Approved by: \_\_\_\_\_ Title: \_\_\_\_\_

COMPANY NAME \_\_\_\_\_ F.E.I.N. # \_\_\_\_\_

THIS IS NOT AN ORDER

**B. Part 1 – List of Electronic Items Accepted:** Provide data from 2016 on the amount of electronic items collected, processed, downstream for each defined category. Indicate your intentioned method of processing these items under the remaining percentage columns.

ITEM	Average % Marketed as Used	Average % Recycled	CRT Glass Process Location	Information on Disposal	
				%	Landfill or Incinerate
CRT Items: Monitors and Televisions					
Non-CRT/Flat Screen: Monitors and Televisions					
<b>CEDs/EEDs Items:</b> CPU, laptops, notebook/tablets, Peripherals (keyboards, mice, etc.), Printers/Faxes/Office Equipment, Cell Phones, Communication Equipment, Wires, VCRs, Video Cameras, Video Game Players, Battery Back-up Devices					
<b>Non-CEDs/Non-EEDs:</b> Small Electronics/Appliances (small items with a cord) Toasters, Toaster Ovens, Vacuums, Power Tools, Telephones, Radios, Stereos, Cameras, String Lights					
Microwaves					
<b>Large Appliances / White Goods</b> If we decided to include these items					
<b>Other Items (specify)</b>					

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: \_\_\_\_\_

Approved by: \_\_\_\_\_ Title: \_\_\_\_\_

Date Mailed: 1-04-17  
 Due: 1-18-17, 9:00 AM  
 Open: 1-18-17, 9:10 AM

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 COUNTY OF WILL  
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 JOLIET IL 60432

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**B. Part 2 – BID PRICE WORKSHEET: Labor & Transportation Costs** (Gaylord Boxes, Pallets and Shrink Wrap provided by MFER)

Types of Service Levels	Labor & Transportation Cost		
	Weekdays 5pm-7pm	Weekdays 6am-8am	Weekend 2 hr
Small Turn-Key Event: The Contractor shall provide a minimum of two employees, a single truck with lift gate 26 ft in length or a semi-trailer by no later than 20 minutes prior to the public drop-off start time at the turn-key event location.	\$	\$	\$
Standard Turn-Key Event: The Contractor shall provide a minimum of two employees, two trucks, at least one with a lift gate (choice of one 24-foot box truck with one 26-foot box truck or two 26-foot box trucks) by no later than 20 minutes prior to the public drop-off start time at the turn-key event location.	\$	\$	\$
Large Turn-Key Event: The Contractor shall provide a minimum of three employees, three trucks, at least one with a lift gate (choice of 24-foot box truck, 26-foot box truck or semi-trailer combination) by no later than 20 minutes prior to the public drop-off start time at the turn-key event location.	\$	\$	\$
Extra-Large Turn-Key Event: The Contractor shall provide a minimum of four employees, four trucks, at least one with lift gate (choice of 24-foot box truck, 26-foot box truck or semi-trailer combination) by no later than 20 minutes prior to the public drop-off start time at the turn-key event location.	\$	\$	\$
One Additional Employee for any size event	\$		
Lockport Site Labor (two people, Tue & Friday, except holidays, 6am-11:30am average)	\$		

Date Mailed: 1-04-17  
Due: 1-18-17, 9:00 AM  
Open: 1-18-17, 9:10 AM

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COUNTY OF WILL  
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COMPANY NAME \_\_\_\_\_ F.E.I.N. # \_\_\_\_\_

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**C. 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
2016				
2015				
2014				

**D. 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)

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Approved by: \_\_\_\_\_ Title: \_\_\_\_\_

Date Mailed: 1-4-17  
Due: 1-18-17, 9:00 AM  
Open: 1-18-17, 9:10 AM

PURCHASING DEPT  
COUNTY OF WILL  
302 N. CHICAGO ST.  
JOLIET IL 60432

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COMPANY NAME \_\_\_\_\_ F.E.I.N. # \_\_\_\_\_

*THIS IS NOT AN ORDER*

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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.

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*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.*

**E. REFERENCES:** Interested contractors should provide Will County with at least three references (excluding Will County) for whom similar services have been provided including contact name, affiliation, phone number, and scope of services provided.

REFERENCES			
Contact Name	Unit of Business or Government	Phone Number	Scope of Services Provided

**F. INSURANCE CERTIFICATES:** Please attach copies of insurance certificates per this Bid.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Approved by: \_\_\_\_\_ Title: \_\_\_\_\_



## G. 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.

\_\_\_\_\_  
Representative of Company

\_\_\_\_\_  
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.

Date Released: 1-04-17  
Due: 1-18-17, 9:00 AM  
Open: 1-18-17, 9:10 AM

RECEIPT OF ADDENDA FORM  
PURCHASING DEPT  
COUNTY OF WILL  
302 N. CHICAGO ST.  
JOLIET IL 60432

CONTRACT for Residential  
Electronics Recycling for  
Turn-Key Electronics  
Collection Service  
BID # 2017-58

COMPANY NAME \_\_\_\_\_ F.E.I.N. # \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
CONTACT \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

*This Is Not an Order*

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Agency Name and Delivery Address: WILL COUNTY – LAND USE DEPARTMENT  
JOLIET, IL. 60432  
For additional Information Rita Weiss, Purchasing Director, [rweiss@willcountyillinois.com](mailto:rweiss@willcountyillinois.com)

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ADDENDUM RECEIPT:

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

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

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ADDENDUM RECEIPT:

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

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

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ADDENDUM RECEIPT:

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

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

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ADDENDUM RECEIPT:

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

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

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**LATE BIDS CANNOT BE ACCEPTED!**

<b><u>SEALED BID DOCUMENT</u></b>	
<b><u>Vendor Return Address:</u></b>  	
<b>BID #:</b>	<b>2017-58</b>
<b>DUE DATE:</b>	<b>1-18-17</b>
<b>DUE:</b>	<b>9:00 A.M.</b>
<b>DESCRIPTION:</b>	<b>TURN-KEY ELECTRONICS COLLECTION SERVICE</b>
<b>DATED MATERIAL-DELIVER IMMEDIATELY</b>	
<b>WILL COUNTY PURCHASING DEPARTMENT 302 N. CHICAGO ST., 2<sup>ND</sup> FLOOR JOLIET, IL 60432</b>	

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE)  
TO THE OUTERMOST ENVELOPE OF YOUR SEALED BID  
TO HELP ENSURE PROPER DELIVERY!

**LATE BIDS CANNOT BE ACCEPTED!**