



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT
WILL COUNTY EXECUTIVE

KEVIN LYNN
DIRECTOR

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E. klynn@willcountyillinois.com

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

April 3, 2023

To Whom It May Concern:

You are invited to submit your sealed proposal for a one-day tire collection event for the Will County Land Use Department, Resource Recovery and Energy Division. This RFP is issued by Will County Land Use Department for the purpose of obtaining information and pricing regarding the one-day tire collection event to be held on September 16, 2023, from 8 A.M. to 3 P.M., at the Will County Fairgrounds, located at 710 S West St., Peotone, IL 60468.

Specifications are attached hereto and are considered part of the SEALED PROPOSAL package.

A \$5,000.00 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 proposals will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago Street, Joliet, IL, 60432, not later than **2:00 P.M., Wednesday, April 19, 2023 "as so indicated by the time stamp clock of Will County"**. **Proposals received after this time will not be accepted.**

Proposals will be opened publicly and read by the Will County Executive or her representative at **2:05 P.M. Wednesday, April 19, 2023** at the Will County Office Building, 302 N. Chicago Street, 2nd fl., Joliet, IL. 60432.

The proposer acknowledges the right of the County of Will to reject any or all proposals and to waive non-material informality or irregularity in any statement of qualifications received in whole or in part as may be specified in the solicitation.

Should you have any questions regarding this proposal, you must submit electronically to klynn@willcountyillinois.com.

Sincerely,

Kevin Lynn

Kevin Lynn
Purchasing Director

**ADVERTISEMENT OF BID
ONE-DAY TIRE COLLECTION EVENT
WILL COUNTY LAND USE DEPARTMENT
RESOURCE RECOVERY AND ENERGY DIVISION**

SEALED BIDS FOR ONE-DAY TIRE COLLECTION FOR THE WILL COUNTY LAND USE DEPARTMENT, RESOURCE RECOVERY AND ENERGY DIVISION, WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., 2ND FLOOR, JOLIET, IL 60432, UNTIL THE HOUR OF **2:00 P.M., WEDNESDAY, APRIL 19, 2023.**

SEALED BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HER REPRESENTATIVE AT **2:05 P.M., WEDNESDAY, APRIL 19, 2023,** AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO STREET, 2ND FLOOR, JOLIET, IL. 60432.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT www.demandstar.com OR www.willcountyillinois.com AS WELL AS THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, (815) 740-4712 OR EMAIL purchasing@willcountyillinois.com.

THE TENDERING OF A BID TO THE COUNTY SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE COUNTY OF WILL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR PROPOSALS RECEIVED IN WHOLE OR IN PART.

BY ORDER OF THE WILL COUNTY EXECUTIVE, JENNIFER BERTINO-TARRANT.

REQUEST FOR PROPOSALS

ONE DAY TIRE COLLECTION EVENT TO BE HELD ON SEPTEMBER 16, 2023, AT THE WILL COUNTY FAIRGROUNDS, LOCATED AT 710 S WEST ST., PEOTONE, IL 60468.

Interested contractors should read through this Request for Proposals (RFP) in its entirety. If you choose to respond, please fill out the required information at the conclusion of this RFP, sign and return your sealed bid to the Will County Purchasing Department, by **2:00 P.M., Wednesday, April 19, 2023.**

1.1. PURPOSE: The Will County Land Use Department, Resource Recovery and Energy Division (hereafter referred to as RRED), would like to enter into an agreement with a contractor to hold a one-day tire collection event on September 16, 2023, from 8 A.M. to 3 P.M. These events are designed such that residents of the county may bring used tires to a specific location for recycling and/or proper disposal. The event location will be at the Will County Fairgrounds located at 710 S West St., Peotone, IL 60468.

The collection event will be open to the public on Saturday, September 16, 2023, from 8 A.M. to 3 P.M. Requests for proposals from qualified firms (licensed to transport tires by the Illinois Environmental Protection Agency) are being solicited to provide all necessary labor, equipment, transportation, processing, and recycling/disposal of tires collected from Will County residents.

RRED shall make arrangements to pay for this collection program. Requests for proposals from qualified firms are being solicited to provide all necessary labor, equipment, transportation, processing and recycling/disposal of tires collected from Will County residents.

The contractor is not considered an employee of the County of Will but rather an independent contractor.

2.BACKGROUND: RRED has conducted many tire collection events with the IEPA and independently over the previous twenty years. Typically, 5,000 to 10,000 tires have been collected from County residents however it is anticipated this event may bring in as many as 15,000 –20,000 tires or more. The collection programs have been for off-rim automobile and light truck tires. Farm tires are accepted at these events. Although these events are not advertised as such, automobile, small truck, semi-truck and tractor tires (on- and off-rims) have been collected at these events as well. RRED does not wish to turn away any resident bringing tires to these events, as long as they are from Will County. However, no tires filled with mud or other debris will be accepted.

3.BIDS: Bids will be received by the Will County Purchasing Department, 302 N Chicago St, 2nd Floor, Joliet, IL 60432, **not later than 2:00 P.M., Wednesday, April 19, 2023.**

BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.

Bids must be made in accordance with the instructions contained herein.

Bid Forms shall be properly and completely filled out. A complete copy of Bid Forms shall be submitted with this proposal. Bids shall be submitted on the forms furnished by the County of Will in a sealed envelope, plainly marked, with **the Bidder's name, address and the notation:**

SEALED BID: **TIRE COLLECTION EVENT**
TO BE OPENED: **April 19, 2023 AT 2:05 P.M.**

Bids shall be addressed to the Will County Purchasing Department 302 N Chicago St, 2nd Floor, Joliet, IL 60432.

4. TAX EXEMPTION: The County of Will is exempt from Federal, State and Municipal Taxes.

5. SPECIFICATIONS: Specifications are attached hereto and incorporated herein. Contractor shall provide tire collection, transportation and processing services listed in these specifications.

RRED will provide the following support to the contractor to hold the event:

1. Advertise the event;
2. Recruit volunteers to survey participants and pass out educational materials;
3. Display signs for residents directing them to the site;
4. Provide cones to direct traffic on-site.

Scope of Services to be provided by the successful bidder:

1. Provide sufficient labor necessary to unload tires from participant's vehicles and load tires into trailers or other appropriate containers; and
2. Remove all litter & debris from the event site so that it is in the same condition as it was before the event; and
3. Transport all tires off-site with vehicles permitted or registered by the State of Illinois to transport used and/or waste tires; and
4. Conduct the event at the Will County Fairgrounds located in Peotone, IL;
5. Process and dispose of all tires from this event in accordance with all applicable rules and regulations; and
6. Provide lunch for all volunteers/workers during the one-day event; and
7. Conduct event on Saturday, September 16, 2023 from 8 am to 3 pm.

6.SCHEDULE OF EVENTS: Contractors should be aware of the proposed schedule of events for this tire collection:

- RFP issued to interested contractors – April 3, 2023
- Receipt of bids from interested contractors – April 19, 2023
- Award by Will County Board – May 18, 2023
- Tire collection event – September 16, 2023, 8 A.M. to 3 P.M

7.SIGNATURE OF BIDS: The County of Will requires the signature on bid documents to be that of an authorized representative of said company. Each bidder, by making his bid, represents that he has read and understands the bidding documents.

8.BIDDING PROCEDURES:

- A. All bids must be prepared on the forms provided by the County of Will and submitted in accordance with the Instructions to Bidders.
- B. 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 this Request for Proposals or prior to any extension thereof issued to the bidders.
- C. Unless otherwise provided in any supplement to the Request for Proposals, no bidder shall modify, withdraw, or cancel his bid or any part thereof for sixty (60) days after the time designated for the receipt of bids in this Request for Proposals.
- D. 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 document 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.
- E. 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 proposal. Should a bidder find discrepancies or ambiguities in, or omission 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 is not responsible for any oral instructions. All inquiries shall be directed in writing to Kevin Lynn, Purchasing Director, klynn@willcountyillinois.com. After bids are received, no allowance will be made for oversight by the bidder.

9. DEFAULT: In case of default by the successful bidder for failure to comply with the bid documents or the contract, the County of Will may procure the articles or services from other sources but the successful bidder shall remain liable for all costs incurred by the County of Will in the procurement of articles or services from those other sources. The Bid Bond or Cashier's Check posted by the successful bidder may be used by the County to cover those costs, and any shortfall remains the liability of the successful bidder.

10. TYPES OF REQUIRED INSURANCE:

- A. Worker's Compensation Insurance. The Contractor shall procure and maintain during the life of this contract, Workmen's Compensation Insurance, as required by applicable state law for all of his employees who would be engaged in work on this project. In case of 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 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 Liability and Property Damage Insurance shall be in an amount not less than \$500,000.00 for injuries including accidental death to any one person and not less than \$500,000.00 on account of any one occurrence and property damage insurance including completed operations broad form in an amount not less than \$100,000.00 or \$500,000.00 combined single limit bodily injury and property damage.
- C. 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.
- D. Owner's Protective Liability Insurance. The Contractor shall protect the county or its assignee, if any, from contingent responsibility arising from the work performed under this Contract by adding the county or its assignee, if any, as named insured as a rider to the General Contractor specified Comprehensive General Liability Policy in an amount not less than \$500,000.00 per occurrence. The named insured in this Comprehensive General Liability Policy shall be: County of Will, its employees or agents, 58 E. Clinton St., Suite 100, Joliet, IL. 60432. A copy of the rider indicating the County of Will, its employees or agents as an additional insured shall be provided to the county prior to commencement of collection and processing services.

11. 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.

12. PROOF OF INSURANCE: The Contractor shall furnish the county, at the time of bidding, with certificates of insurance showing the type, amount, class 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 insureds." Any bid not containing said proof of insurance shall be nonconforming and shall be rejected.

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 expectedly or unexpectedly cause injury or damage during the policy period."

All insurance coverage shall be provided by insurance companies having policyholder ratings not lower than "A" and financial ratings not lower than "AAA" in the most recent issue of the Best Insurance Guide.

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

The acceptance by the County of Will, or its respective representatives, of certifications of insurance provided for other or different coverage than therein provided to be furnished shall in no event be deemed to be a waiver of any of the provisions of this indemnity agreement.

13. NON-DISCRIMINATION: The Contractor shall not discriminate against anyone on the grounds of race, sex, color, religion, age, national origin or handicap.

14. 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.

15. 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.

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.

17. COST OF SERVICES: The cost of the services to be provided by Contractor under this agreement shall be consistent with the fee schedule and bid price worksheet submitted along with the bid. The processing, labor and transportation costs specified on the bid price worksheet and/or fee schedule shall remain constant throughout the term of the contract. However, should unforeseen changes in costs occur during the contract term, the parties shall negotiate mutually agreeable compromise costs.

18. PAYMENT: It will be at the discretion of the County of Will to take advantage of or reject any cash terms offered for early payment. In the event the Will County Board fails to appropriate funds for this Agreement, the obligations of both the Contractor and the county will cease immediately without any penalty or liquidated damages or any other payments.

19. AWARDING OF BID: The Bid will be awarded after all bids have been received, opened and reviewed. The bid is expected to be approved at the May 18th meeting of the Will County Board. The lowest responsible bidder will be selected based on the following criteria:

- A. Price;
- B. References;
- C. Availability on the proposed date (Saturday, September 16, 2023, 8 A.M. to 3 P.M)
- D. Environmental compliance history, and
- E. Responsiveness to RFP.

20. DRAFT AGREEMENT FOR SERVICES: Appendix A of this RFP contains a draft contract that will be used as the basis for an eventual agreement between Will County and the successful contractor. Please review the draft contract and be prepared to begin final negotiations with the County. This bid document is also considered to be part of the executed agreement negotiated by the County and the winning bidder.

21. SUBMITTAL REQUIREMENTS: Each of the three (3) following items must be submitted in order for the bid to be considered.

A. REFERENCES. Interested contractors shall provide RRED with at least three references (excluding Will County) including contact name, affiliation, phone number, and scope of services provided.

REFERENCES			
Contact Name	Affiliation	Phone Number	Scope of Services Provided

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 for violations of any applicable tire collection, processing, and disposal regulations over the previous three years.

ENVIRONMENTAL COMPLIANCE
<u>List all Convictions or Citations over the previous 3 years:</u>

C. INSURANCE CERTIFICATES: Please attach copies of insurance certificates per this RFP.

22. CERTIFICATION OF CONTRACTOR: The undersigned certifies that it is an authorized representative able to provide a bid on behalf of his/her company and is not barred from contracting with the County of Will as a result of a violation of either section 710 ILCS 5/33 e-3 entitled, "Bid Rigging" or section 720 ILCS 5/33 e-4 entitled, "Bid Rotating."

By _____
Signature Printed Name Title

Company Name Date

I, the undersigned, certify that I am legally able to submit this bid for the company I represent, that my company is registered with the Illinois Environmental Protection Agency to transport, manage and/or dispose of tires, and (if selected) all tires collected will be recycled and/or disposed of properly in compliance with all applicable federal, state and local environmental regulations. Furthermore, the bid price(s) submitted for this RFP shall remain firm until November 30, 2023 (by which time all required elements of the services provided shall be completed).

CONTRACTOR DATE

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 33E-3 or 33E-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.

NAME _____ F.E.I.N. # _____

ADDRESS _____ or Soc Sec # _____

CITY _____ STATE _____ ZIP _____ Please check one:

CONTACT _____ Minority Vendor yes no

PHONE _____ FAX _____ EMAIL _____

THIS IS NOT AN ORDER

Agency Name and Delivery Address: WILL COUNTY LAND USE, Resource Recovery & Energy Division (RRED)
 58 E. CLINTON ST., JOLIET, IL. 60432

For additional Information contact: KEVIN LYNN, PURCHASING DIRECTOR klynn@willcountyillinois.com

Interested contractors shall provide a cost for the base level of service outlined in the Scope of Work below as well as additional costs for on-call containers.

BASE LEVEL OF SERVICE	COST
All necessary labor to load tires into the containers	0-100 tons of tires = 101-200 tons of tires= 201-300 tons of tires= Price per ton for oversized/farm=
Provide transportation, processing and disposal of all tires	
Total Cost	\$

Signed By: _____

Title: _____

Approved by: _____

(Will County)

Receipt of Addenda Form

Tire Collection Event
Will County Purchasing Department

#2023-78

NAME _____ F.E.I.N. # _____

ADDRESS _____ or Soc Sec # _____

CITY _____ STATE _____ ZIP _____ Please check one:

CONTACT _____ Minority Vendor yes no

PHONE _____ FAX _____ EMAIL _____

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 _____

LATE BIDS CANNOT BE ACCEPTED!

<u>Vendor Name (From):</u>	
<u>SEALED BID DOCUMENT</u>	
<u>BID #:</u>	2023-78
<u>DUE DATE:</u>	4-19-2023
<u>DUE:</u>	2:00 P.M.
<u>DESCRIPTION:</u>	ONE-DAY TIRE COLLECTION EVENT
DATED MATERIAL-DELIVER IMMEDIATELY	
WILL COUNTY PURCHASING DEPARTMENT 302 N. CHICAGO ST., 2ND FLOOR JOLIET, IL 60432	

**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!