



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

P. 815-740-4712
F. 815-740-4604
E. klynn@willcountyillinois.com

WILL COUNTY EXECUTIVE

KEVIN LYNN
DIRECTOR

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

April 3, 2023

To Whom It May Concern:

Will County is requesting responses from qualified candidates for **performing a Waste Characterization Study to evaluate and determine the composition of the waste stream being disposed of at the Prairie View Landfill in Will County.**

Responses to this solicitation will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 North Chicago Street, Joliet, IL 60432, **not later than 2:00 P.M., “as so indicated by the time stamp clock of Will County,” Thursday, April 20, 2023. Bids received after this time will not be accepted.**

Responses will be publicly opened and read by the Will County Purchasing Director at 2:05 P.M. Thursday, April 20, 2023 at the Will County Office Building, 302 N. Chicago Street 2nd fl., Joliet, IL 60432.

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

Should you have any questions regarding this RFP, please contact Kevin Lynn, Purchasing Director, at klynn@willcountyillinois.com.

We welcome your response to this solicitation.

Sincerely,

Kevin Lynn

Kevin Lynn
Purchasing Director

REQUEST FOR PROPOSALS (RFP) FOR PERFORMING A WASTE CHARACTERIZATION STUDY.

RESPONSES TO THIS REQUEST FOR PROPOSALS (RFP) FOR PERFORMING A WASTE CHARACTERIZATION STUDY TO EVALUATE AND DETERMINE THE COMPOSITION OF THE WASTE STREAM BEING DISPOSED OF AT THE PRAIRIE VIEW LANDFILL WILL BE RECEIVED AT THE PURCHASING DEPARTMENT, 2ND FLOOR OF THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST. JOLIET, IL 60432, UNTIL THE HOUR OF 2:00 PM, ON THURSDAY, APRIL 20, 2023.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT WWW.DEMANDSTAR.COM, AS WELL AS THE PURCHASING DEPARTMENT, 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 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, JENNIFER BERTINO-TARRANT.

**INSTRUCTIONS TO RESPONDENTS
REQUEST FOR PROPOSALS (RFP) FOR PERFORMING A WASTE CHARACTERIZATION
STUDY AT THE PRAIRIE VIEW LANDFILL.**

GENERAL REQUIREMENTS:

Will County is requesting qualifications from candidates for **Performing a waste characterization study to evaluate and determine the composition of the waste stream being disposed of at the Prairie View Landfill, and through Transfer Stations that service refuse collection haulers in Will County.** The intent of this study is to generate data for use in assessing and improving Will County's waste diversion programs as part of the County's Solid Waste Plan update.

PROPOSALS:

Sealed Proposals will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, **not later than 2:00 P.M., Thursday, April 20, 2023, "as so indicated by the time stamp clock of Will County"**. **PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Sealed Proposals must be made in accordance with the instructions contained herein. All Forms shall be filled out and shall not be detached from this binding. The complete set of Contract Documents shall be submitted with this proposal. All Proposal Forms and Specifications as attached hereto shall be used to form the Contract for the work to be performed.

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

SEALED PROPOSAL: **WASTE CHARACTERIZATION STUDY FOR PRAIRIE VIEW LANDFILL**

PROPOSALS DUE: **Thursday, April 20, 2023 - 2:00 P.M.**

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

SIGNATURE OF PROPOSALS:

The County of Will expects the **signature on proposal documents** to be that of an authorized representative of said Company. An officer or agent of the offering bidder who is empowered to bind the vendor in a Contract shall sign the proposal and any clarifications to that proposal.

Each vendor, by making their proposal, represents that they have read and understands the documents. **Any proposal not containing said signed documents shall be non-conforming and shall be rejected.**

PROCEDURES:

1. All proposals must be prepared on the forms provided by the County of Will with one (1) original, three (3) copies and one (1) electronic copy on a digital storage device submitted in accordance with the Instructions to Vendors.
2. A proposal is invalid if it has not been deposited at the designated location prior to the time and date for receipt of proposals indicated in the Advertisement for Proposals or prior to any extension thereof issued to the vendors.
3. Unless otherwise provided in any supplement to the Instructions to Vendors, no vendor shall modify, withdraw or cancel their proposal or any part thereof for ninety (90) days after the time designated for the receipt of proposals in the Advertisement for Proposals.
4. Changes or corrections may be made in the proposal documents after they have been issued and before proposals are received. In such cases, a written addendum describing the change or correction will be issued by the County of Will to all vendors recorded by the County of Will as having received the proposal 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 proposal documents. Except in unusual cases, addenda will be issued to reach the vendors at least five (5) days prior to date established for receipt of proposals.
5. Each vendor shall carefully examine all proposal documents and all addenda thereto and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a vendor 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 proposal due date, notify the County of Will, which will, if necessary, send written addenda to all vendors. The County of Will is not responsible for any oral instructions. All inquiries shall be directed to Kevin Lynn, klynn@willcountyillinois.com. After proposals are received, the vendor will make no allowance for oversight.

REJECTION OF RESPONSES:

The respondent acknowledges the right of the County of Will to reject any or all statements of qualifications, to waive any non-material informality or irregularity in any statements of qualifications received, and to accept the statements of qualifications deemed most favorable to the interest of the County of Will after all have been examined and evaluated. In addition, the respondent recognizes the right of the County of Will to reject a statement of qualifications if it is in any way incomplete or irregular.

INSURANCE REQUIREMENTS:

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below.

1. 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 \$1,000,000.00.
2. 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 \$1,000,000.00 on account of any one occurrences and property damage insurance including completed operations broad form in an amount not less than \$500,000.00 or \$1,000,000.00 combined single limit bodily injury and property damage.
3. 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 there from 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 \$250,000.00.

4. 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 these parties as named insured as a rider to the General Contractor specified Comprehensive General Liability Policy in an amount not less than \$1,000,000.00 per occurrence. The named insured in this Comprehensive General Liability Policy shall be: County of Will, 302 N. Chicago St., Joliet, IL. 60432.

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.

PROOF OF CARRIAGE OF INSURANCE:

1. The certificates provided by the CONTRACTOR at the time of bidding shall not be canceled or materially altered except after 30 days written notice to the COUNTY and agreed upon.

2. 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.

3. All insurance coverage shall be provided by insurance companies maintaining a financial strength and claims paying ability rating no lower than "A" MINUS "VIII" as rated by the 1999 or most current AM Best Insurance Guide.

AGREEMENT:

The Contractor shall be required to enter into a formal agreement for the subject services and to provide insurance certificates and other information required by the County. The County's Services Contract will form the basis of the contract between the County and the Contractor. A copy of the County's Services Contract is included with this Request for Proposals. Refusal to accept the contract provisions proposed in the County's Services Contract without offering reasonable alternatives that do not substantially impair the County's rights under the contract may result in disqualification. Unless indicated otherwise, submission of a proposal indicates that the Proposer is willing to enter into a contract with the County substantially incorporating the terms of the County's Services Contract.

CONTRACT COMMENCEMENT:

The contract is expected to commence on or after May 18, 2023 and all physical waste audit work should be concluded by June 21, 2023. The report with analysis should be to the County no later than July 26, 2023. However, if additional privately-owned transfer stations are added and this causes a delay in completing the physical aspects of this project, the County will accommodate said delay.

PRIME CONTRACTOR CERTIFICATION:

Included in this packet is a prime contractor certification form. This form **must** be filled out, signed and returned with your qualifications or it will not be considered.

NON-DISCRIMINATION:

The respondent shall at all times observe and comply with any applicable laws, statutes, regulations 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.

DEFAULT:

In case of default by the successful respondent, the County of Will may procure the services from other sources and may deduct from the unpaid balance due the successful respondent any of the County's costs resulting from the default, and the prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

HOLD HARMLESS CLAUSE:

The respondent will save and hold harmless the County of Will from and against all causes of action, liabilities, claims, demands and damages of whatsoever kind or nature arising out of or connected with the performance of services by the respondent, whether such injury, death, loss or damage shall have been occasioned by the negligence of the respondent, or a sub-consultant of the respondent, or their employees, or otherwise. The respondent will defend at its own expense any actions based thereon and shall pay all charges of reasonable attorneys, all costs, damages and other expenses arising therefrom. All obligations arising from this clause shall survive termination of the agreement resulting from award of a contract derived from this RFP.

TAX EXEMPTION:

The County of Will is exempt from Federal, State and Municipal Taxes.

TERMINATION:

Either party hereto may, at any time during the term hereof, terminate the contract, with or without cause, upon thirty (30) days written notice to the other party of such termination. At the end of said thirty (30) days' notice period, the contract shall be terminated.

Immediately upon the termination of the contract for any reason, all debts, obligations and liabilities theretofore accrued between the vendor and Will County will be paid, performed and discharged except for the provisions of the Hold Harmless Clause which shall survive any termination of the Agreement resulting from the award of this solicitation.

COMPLIANCE WITH APPLICABLE LAW:

In all aspects relative to the performance of their respective obligations under this contract, the respondent and County of Will shall conduct their respective businesses in accordance with all applicable federal, state and local laws.

CHOICE OF LAW

Responses to this RFP and any agreement connected herewith shall be governed by the laws of the State of Illinois, without regard to conflict of law provisions.

VENUE

Venue for any cause of action related to this RFP and any agreement connected herewith shall be filed with 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. Responses 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 response that we treat certain information as exempt. We will not honor requests to exempt entire responses. 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 response with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the response as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to the respondent, as soon as practicable. Regardless, the respondent will be responsible for any costs or damages associated with defending any request for exempt treatment. Furthermore, respondent 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 response is accepted by the County of Will and a contract between the respondent and County of Will results for subsequent negotiations, 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 the respondent, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to the respondent as soon as practicable; and, within the period available under FOIA, respondent 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, respondent will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, respondent will warrant that County of Will's responses to requests for a document relating to the respondent, its provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please also be advised 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 respondent 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, the respondent may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the

justification for such exemption. Regardless, the respondent will be responsible for any costs or damages associated with defending the request for exempt treatment.

SUBMITTAL REQUIREMENTS:

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

1. Cover Letter, signed by firm's principal, describing project team and approach.
2. Business organization including the date established, number of employees, and brief history of the firm
3. Statement of qualifications including a description of the approach the Consultant will employ in carrying out the work described in the Scope of Services
4. At least three (3) references of past clients with similar Scope of Services conducted and the period that was involved to complete the client's projects. Include company name, address, contact name, and phone number
5. Signed Prime Contractor Certification.
6. Signed RFP Form.
7. Completion of Receipt of Addenda Form (if addenda are issued).

TIMELINE:

The contract is expected to commence on or after May 18, 2023 and all physical waste audit work should be concluded by June 21. The report with analysis should be to the County no later than July 26, 2023. However, if additional privately-owned transfer stations are added and this causes a delay in completing the physical aspects of this project, the County will accommodate said delay.

Will County Land Use Waste Characterization Study at the Prairie View Landfill

BACKGROUND:

The County of Will owns Prairie View Landfill, which is operated by Waste Management. However, Prairie View Landfill is not the only location commercial and residential waste is taken. Additionally, due to the changes in waste generation resulting from the COVID pandemic and increased home delivery services, the last Statewide Waste Characterization Study done in 2014-2015 (which included the Prairie View Landfill), is not viewed as a valid source of information in 2022. The County of Will completed a Solid Waste Plan Update based on the State's Waste Characterization Study that was approved by the County Board in 2017. At that time, the Plan called for a 55% diversion rate. Changes to the waste stream, including the increased amount of Personal Protective Equipment (PPE), loss of reuse opportunities due to fear of virus infection and change in shopping from stores to home delivery, has resulted in a possible loss in diversion.

The goals of this waste characterization study include, but are not limited to:
Determining the weight and percentage of waste types in the Prairie View Landfill disposal stream including the following materials in the following categories:

- Paper :
 - Newsprint
 - High Grade Office Paper
 - Magazines/Catalogs
 - Uncoated OCC/Kraft
 - Boxboard
 - Mixed Paper - Recyclable
 - Compostable Paper
 - Other Paper
- Metal:
 - Aluminum Beverage Containers
 - Other Aluminum
 - Ferrous Containers (Tin Cans)
 - Other Ferrous
 - Other Non-Ferrous
 - Other Metal
- Glass:
 - Recyclable Glass Bottles and Jars
 - Flat Glass
 - Other Glass
- Beverage / Food Containers:
 - Milk and Juice Cartons/Boxes Coated
- Organics:
 - Yard Waste - Compostable
 - Yard Waste - Woody
 - Food Waste
 - Other Compostable

- Plastics:
 - #1 PET Bottles/Jars
 - #1 Other PET Containers
 - #2 HDPE Bottles/Jars - Clear
 - #2 HDPE Bottles/Jars - Color
 - #2 Other HDPE Containers
 - #5 PP Containers
 - #5 PP Other
 - #6 Exp. Polystyrene Packaging
 - #3, #4, & #7 Other
 - Other Rigid Plastic Products
 - Grocery & Merchandise Bags
 - Trash Bags
 - Commercial & Industrial Film
 - Other Film
 - PPE Plastic
 - Other Plastic

- Textiles
 - Carpet
 - Carpet Padding
 - Clothing
 - Other Textiles

- In-Organics
 - Televisions
 - Computer Monitors
 - Computer Equipment/Peripherals
 - Microwaves
 - Electronic Equipment
 - Electronic Equipment Peripherals
 - White Goods - Refrigerated
 - White Goods - Not refrigerated
 - Lead-acid Batteries
 - Other Household Batteries
 - Tires
 - Household Bulky Items
 - Solar Panels

- Construction and Demolition Materials
 - Painted/Stained/Treated Wood
 - Non-Painted Wood
 - Shingles
 - Brick/Rock/Stone/Concrete/Gravel
 - Other C&D Materials

- Household Hazardous Waste
 - Paint
 - Fluorescent Lights/Ballasts
 - Other HHW

- Other
 - Diapers
 - Bottom Fines & Dirt
 - Non-Recoverables

NOTE: This list is based on the March 15, 2015 Illinois Waste Characterization Study Update which included a study at the Will County's Prairie View Landfill. A few extra items of interest have been added for staff to utilize in the next County Solid Waste Plan Update.

- Identify the weight and percentage of waste types being disposed of by generator category including:
 - o Franchise collected residential, commercial, industrial, construction and demolition
 - o Transfer Trailer loads (local or outside Will County)
 - o Self-haul residential, commercial, industrial, construction and demolition

SCOPE OF WORK:

The following discussion identifies the major tasks that are to be completed by the Contractor for the implementation of the Waste Characterization Study.

1. Planning

The Contractor shall develop a Sampling Plan for RR&E to review and approval that is structured to provide a statistically valid sampling of the waste stream managed at Prairie View Landfill. The Sampling Plan shall sample franchise, transfer, and self-haul customers. This Sampling Plan shall include but not be limited to the following:

- A. Identification of customer categories to be sampled and the number of samples to be taken in each category.
 - 1.A.i. At least three private direct haul RESIDENTIAL loads from different Will County communities.
 - 1.A.ii. At least three private direct haul COMMERCIAL loads from different Will County communities.
 - 1.A.iii. At least three self-haul loads from Will County communities (residential or commercial)
 - 1.A.iv. At least three transfer trailer loads from Transfer Stations servicing Will County communities.
- B. Identification of categories of waste to be evaluated.
- C. Methodology for sorting and evaluating waste.
- D. Work area needs to be accommodated.
- E. Worker Health and Safety Plan.
- F. Preparation and submittal of a Worker Health and Safety Plan, which will require review and approval by the County of Will. Notwithstanding approval of said plan by the County, it is Contractor's sole responsibility for the adequacy of information included in, and implementation of, the Worker Health and Safety Plan.
- G. Currently, the County is considering performing the waste composition analysis at Prairie View Landfill only. Recommendations and justification from Proposers to include the transfer stations serving Will County residents and business as part of the waste sampling and analysis will be given due consideration.

2. Sampling

The Contractor shall implement the sampling effort, consistent with the approved Sampling Plan.

3. Reporting

The Contractor shall prepare a written report quantifying the results of the sampling task, including but not limited to:

- Summary of Sampling Plan and rationale
- Description of generator categories
- Description of waste categories used for sorting
- Discussion of analysis and results of sampling and sorting effort including details on the

distribution of generator categories, quantities of waste sampled,
distribution/composition of waste, tonnage and percentage composition

PROPOSAL:

Proposals shall, at a minimum, include the following elements:

- A detailed description of the Proposer team's capabilities, experience, and resources and the location of the office through which the project will be implemented. Attention should be given to team experience in projects of a nature similar to the subject project including design and implementation of waste composition studies.
- A discussion of the Proposer's project team, including brief resumes detailing the background and experience of key team members. The location of key team member and workgroup offices shall also be included.
- A detailed description of the Proposer's approach to the Scope of Work outlined in this Request for Proposals. Discussion should include details on how each of the specific project tasks and subtasks will be implemented and supporting documents prepared.
- A proposed schedule for completion of the Scope of Work.
- A minimum of three (3) and no more than five (5) references. References should be for projects that are of a nature similar to the scope of this project, performed within the last five years. Provide names, addresses, email addresses and phone numbers of the identified contact persons for each reference. Will County employees or its agents should not be used as references.
- Any additional tasks and details recommended by the Proposer that will facilitate completion of the Waste Composition Study.
- A cost proposal, organized by task, that includes billing rates for various individuals assigned to the project as well as estimated hours required for those individuals to complete tasks and the project. Other billable costs for each task shall also be identified and included.
- A copy of the Proposers list of standard billing rates for technical and clerical staff, billable expenses and other appropriate expenses.

SCORING:

SCORING: Proposals will be scored on the basis of experience/expertise and overall cost. The County will consider each of the experience with waste characterization of each individual and subcontractors to be assigned to the project and performing the both the physical work and analysis. The County will create a matrix with a total of 60 points for this scoring. The categories for this matrix will be:

Demonstrated understanding of scope of work and thoroughness of proposal (35 Points) – This will include evaluation of the proposal for specific details related to thoroughness of approach necessary to complete project tasks, how well the approach will meet the objectives of the tasks and project, and the proposed schedule to complete the scope of work. It will also include experience of the organization and those assigned to work on the project. Please include any experience related to projects of a similar nature completed in the last 6 years. The proposal should identify the role and responsibility of individuals assigned to the project.

Cost proposal (15 Points) – The County will consider the cost of performing this at one location but also consider the costs if additional privately owned transfer stations are to be added. Be sure to detail these additional location costs should private transfer stations allow the project to include them.

Clarity and organization of the proposal (10 Points) - Proposers will be scored on the quality of the proposal including clarity, presentation and organization of the proposal.

After selection, contract negotiations will be conducted with the selected Proposer, as determined by the proposal scoring. In the event the County is unable to come to an agreement on contract terms or fees with the highest scoring firm, at the County's option, the County may elect to enter into negotiations with the next highest scoring firm.

PRIME CONTRACTOR CERTIFICATION:

The undersigned hereby certifies that _____

Company Name

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.

Name of Authorized Representative

Title

Signature

Date

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

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

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

Bid Form**Waste Characterization Study**
Will County Purchasing Department

#2023-77

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SOC. SEC # or FEIN: _____

CONTACT: _____

PHONE: _____ FAX: _____

EMAIL: _____

Agency Name and Delivery Address:	WILL COUNTY 302 N. CHICAGO STREET, JOLIET, IL 60432
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For Additional information contact:	KEVIN LYNN PURCHASING DIRECTOR, klynn@willcountyillinois.com
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DESCRIPTION	Approximate Hours	Cost Per Hour
Waste Characterization Study Clerical Staff		\$
Waste Characterization Study Management Staff		\$
Waste Characterization Study Other Staff		\$
TOTAL Waste Characterization Study		\$

Signed by: _____ Title: _____

Authorized Representative of Company

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

SOC. SEC. or F.E.I.N. # _____

CONTACT _____

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 _____

LATE RESPONSES CANNOT BE ACCEPTED!

<u>Respondents Return Address:</u>	
<u>RFP #:</u>	2023-77 Waste Characterization Study
<u>DUE DATE:</u>	4/20/2023
<u>DUE:</u>	2:00 P.M.
DATED MATERIAL-DELIVER IMMEDIATELY WILL COUNTY PURCHASING DEPARTMENT 302 N. CHICAGO ST., 2ND FLOOR JOLIET, IL 60432	

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

LATE RESPONSES CANNOT BE ACCEPTED!