

ENERGY & ENVIRONMENTAL COMMITTEE

County Board Room

Thursday, December 12, 2013

9:00 a.m.

AGENDA

1. CALL TO ORDER
2. APPROVAL OF MINUTES: November 14, 2013
3. PUBLIC COMMENT- Registered Speakers
4. NEW AND UNFINISHED BUSINESS:
 - (A) **RESOLUTION**: FY14-16 CONTRACT FOR ELECTRONICS RECYCLING SERVICES
5. EVENTS – PAST, UPCOMING:
6. PUBLIC COMMENT
7. ADJOURNMENT to: January 16, 2014



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item #

- Resolution
 Ordinance

Name: Presenter/Sponsor: Budget Information: Was this item budgeted? Yes No N/AAppropriation Amount:

If not budgeted, explain funding source

SUMMARY: This Resolution seeks to authorize a contract with an Electronics Recycling Service provider for the County's existing Electronics Recycling Program, which includes a monthly event and 5 permanent drop-offs serving over 1200 residents monthly, and which has earned \$64,000 in revenue in 2012 & 2013.

The County's current contract (Contract 37-011; Res. 11-382) with Sims Recycling Solutions has been in place since January 2012. However, Sims has given 60-days notice that they will not be providing services after 1/15/14. See Letter of Notice.

In order to provide the smoothest transition to our drop offs by 1/15/14 and to make sure we are ready to serve the public for the 2/8/14 event, the committee process has been expedited. A bid notice was issued 12/2/13; submissions are due 12/16/13; aiming to seek approval of final contract by 1/14/14.

The Purchasing Department, working with the Department of Facilities, Development, and Environmental Resources, seeks authority to enter into contract with the highest-revenue offer, received from an e-Steward certified or R2 certified and qualified Vendor meeting all specifications of the bid, for one year with two optional one-year extensions, beginning January 14, 2014.

Attachments:

Detailed information available from :

Staff Name: Phone: **Resolution/Ordinance Tracking:**Assigned Committee: Sent to: on: If Other, specify: Committee Remarks: Next Committee: Sent to: on: If Other, specify: Committee Remarks: Next Committee: Sent to: on: Committee Remarks: County Board Date:

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 14-xxx

FY14-16 CONTRACT FOR ELECTRONICS RECYCLING SERVICES

WHEREAS, the Kane County Solid Waste Management Plan, adopted by the Kane County Board in 1992, and most recently updated in 2009, recommends that the County develop programs to divert used electronic equipment from disposal in landfills; and

WHEREAS, the Illinois Electronic Products Recycling and Reuse Act (Public Act 97-0287), and the amendments expanding the act (SB2106), beginning in January 2012 bans the landfill disposal of 17 categories of used electronics collected; and

WHEREAS, beginning in January 2012, all manufacturers of the new list of electronic products must register with the Illinois EPA and meet an annual recycling goal, and therefore fund the recycling of electronics under the above legislation; and

WHEREAS, the manufacturer's responsibility creates revenue for the 'processor' of the electronic products, and that revenue is, in part, passed on through a contract for electronics recycling to the County as the 'collector' of the electronics, on a per pound basis; and

WHEREAS, this opportunity represents a revenue stream to be directed towards improvement and expansion of Kane County Recycling and Resource Conservation Programs, the revenue amount for which will be determined by the volume of electronics collected at the County's monthly recycling events and the permanent drop-off locations in the program; and

WHEREAS, the Purchasing Department, working with the Department of Facilities, Development, and Environmental Resources, is currently soliciting bids for collection of used electronics with a submission deadline date of December 16th, 2013 and a target date for contract following the County Board meeting on January 14th, 2014; and

WHEREAS, staff will recommend to contract with the highest-revenue offer, received from an e-Steward certified or R2 certified and qualified Vendor meeting all specifications of the bid, for the recycling of used electronic equipment for the County's public recycling programs.

NOW, THEREFORE, BE IT RESOLVED that the Chairman is authorized to enter a contract with the selected contractor for electronic equipment recycling for the remainder of the 2014 calendar-year with two (2) one-year extensions to said contract, through December 31st, 2016.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
650-670-000-50150	Contractual Services	revenue based contract	revenue based contract	n/a

Passed by the Kane County Board on January 14, 2014 .

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____

No _____

Voice _____

Abstentions _____

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

CHRISTOPHER ROSSMAN
Director of Purchasing



719 S. Batavia Avenue, Bldg. A
Geneva, Illinois 60134
Telephone: (630) 232-5929
Fax: (630) 208-5107

INVITATION TO BID

BID NUMBER: 02-014 Electronic Recycling Service

DATE: December 2, 2013

The County of Kane is seeking to retain the services from an e-Steward or R2 certified and qualified Vendor for the recycling of used electronic equipment, as part of the County's public recycling programs for the Department of Environmental Resources.

GENERAL REQUIREMENTS: Submit one original bid response, one paper copy and one electronic (PDF) copy.

- Signed Offer to Contract Form
- Documents required in Specification
- Reference
- Certificate of Insurance

SUBMISSION LOCATION: County of Kane
Kane County Government Center
Purchasing Department, Building A
719 S. Batavia Avenue
Geneva, Illinois 60134

SUBMISSION TIME & DATE: **2:30 p.m., Monday, December 16, 2013**
Bids received after the submittal time will be rejected and returned unopened to the sender.

CONTACT PERSON: Tim Keovongsak, Buyer
Telephone: (630) 232-5929

ALL QUESTIONS PERTAINING TO THIS REQUEST AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET. NO LATER THAN DECEMBER 10, 2013, FAX AND E-MAIL ACCEPTED.

FAX to (630) 208-5107 or PURCHASING@CO.KANE.IL.US

KANE COUNTY
Offer to Contract Form
For
02-014 Electronic Recycling Service

Bid Due Time & Date: **2:30 p.m., Monday, December 16, 2013**

To: County of Kane (Purchasing Department)
 Kane County Government Center, Bldg. A
 719 S. Batavia Ave.
 Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: _____

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid.
 - 1. The Vendor has examined the Contractor Disclosure section of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or countywide elected officer, and ownership interest in entity greater than five percent.
 - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work (Pages 1 to 11), and the following addenda:

No._____, No._____, No._____, (Contractor to acknowledge addenda here.)
 - B. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

III. **BASE BID**

Service 1: Monthly one day, public collection events

Revenues per pound paid to County for materials received by recycler:

- TVs and monitors (CRTs): \$_____per pound.
- TVs and monitors (LCDs): \$_____per pound.
- All CEDs (except TVs and monitors): \$_____per pound.
- EEDs: \$_____per pound.

Ability to receive non-covered items for no cost/no pay:

- Non-CEDs/small household appliances: yes no (circle one)
- Household batteries: yes no (circle one)
- County building equipment: yes no (circle one)

Service 2: Ongoing service of permanent drop-off sites

Revenues per pound paid to the County for materials received by recycler:

- TVs and monitors (CRTs): \$_____per pound.
- TVs and monitors (LCDs): \$_____per pound.
- All CEDs and EEDs (except TVs and monitors): \$_____per pound.
- EEDs: \$_____per pound.

Ability to receive non-covered items for no cost/no pay:

- Non-CEDs/ small household appliances: yes no (circle one)
- Household batteries: yes no (circle one)

Additional Service: Reuse/Refurbishment

The Recycler will pay to the County, a percentage of revenue for materials received through the collection event or permanent drop-off sites that are refurbished and resold.

- Revenue share will be _____% of resale price.
- Check here if Recycler does not have a reuse/refurbishment program _____.

ADDITIONAL COMMENTS AND EXPLANATION OF CHARGES OR REVENUES:

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. This is a one (1) year contract with mutual option to extend for additional two (2) one year renewal period if agreed upon both parties. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.**

Signature _____ Typed Signature _____
Company _____
Address _____
City/State/Zip _____
Phone # _____ Fax # _____
Federal I.D./Social Security # _____ Date _____

ACCEPTANCE

The Offer is hereby accepted for the **Electronic Recycling Services**.

The Contractor is bound to sell the materials and services listed in the attached contract and based upon the Invitation to Bid, including all terms, conditions, specification, amendments, and the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number 02-014. The Contractor has been cautioned not to commence any billable work or to provide any materials or services until this Contractor receives a purchase order and or notice to proceed.

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Date

REFERENCES
Electronic Recycling Services
For
KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for whom you have provided comparable equipment/services within the last three years:

Offeror's Name: _____

- 1. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____

- 2. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____

- 3. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____

- 4. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____

INSTRUCTIONS TO BIDDERS

COUNTY OF KANE COMPETITIVE SELECTION PROCEDURE - BID TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has ninety (90) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per Illinois Revised Statutes, Chapter 120, Paragraph 441: Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.
17. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

Contractor and/or Servicer's and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and /or Seller's performance of this contract and Contractor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.
19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
20. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

21. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
22. **EQUAL EMPLOYMENT OPPORTUNITY.** The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the County of and in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment.

We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, creed, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. (Res.No. 82-90, 6-10-80)

State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

23. **PREVAILING WAGE RATES**

WHEREAS, it is the policy of the State of Illinois as declared in “An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works” approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work.

PREVAILING WAGE ACT AMENDMENT: HB-1855 (PA 095-0635) amends the Prevailing Wage Act and requires Public Works contractors, before work commences, to file with the Public Body, certification that they have a substance abuse program and provide drug testing. This Act applies to a contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or if bids are not solicited for the contract to perform such work entered into on or after

January 1, 2008. The provisions of this Act apply only to the extent there is no collective bargaining agreement in effect dealing with the subject matter of this Act.

Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane is available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any contract within the purview of this resolution or of the Illinois Prevailing Wage Act shall provide that any contractor will employ apprentices who are properly indentured into a **Joint Apprenticeship Training Program** which is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training.

Failure to comply with the request for information or documentation will be construed as a material breach of the contract enabling the County to terminate the contract, seek forfeiture of any performance bond, and proceed with any other remedy against the contractor at law or inequity.

24. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.

25. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.

26. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

27. **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.

b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

e) Umbrella Liability:

Aggregate Limits	\$2,000,000
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Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

28. **BID DEPOSIT**

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than five (5%) percent of the amount of the Bid, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY TREASURER.**

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

29. **EXECUTION OF A PERFORMANCE BOND AND LABOR AND MATERIALS BOND**

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price.

30. **FAILURE TO FURNISH BOND**

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

31. **CONTRACTOR DISCLOSURE**

A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.

B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:

(a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;

- (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
 - (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.
 - (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

STATEMENT OF WORK

For
02-014 Electronic Recycling Services

I. OVERVIEW

Kane County is seeking to retain the services listed below from an e-Steward or R2 certified and qualified Vendor for recycling of used electronic equipment, as part of the County's public recycling programs for the Department of Environmental Resources. All equipment collected becomes the property of the vendor/contractor.

This contract shall be in effect from January 15, 2014, through December 31, 2014.

Service 1: Monthly one-day public collection events

This is a contractor staffed parking-lot event, held on the second Saturday of each month. Electronic equipment will be collected from area residents free of charge. Kane County will promote the event and provide the collection site, signage, and one staff to assist with traffic control. The successful contractor will include in their price-per-pound offer the following services, materials, and equipment: to organize and manage the event, provide sufficient staffing (12-16 staff and 1 supervisor) and equipment (including but not limited to trailers, forklift(s), pallet jack(s), Gaylord boxes, plastic wrap, and wood pallets) to receive and remove all materials off-site, on the same day, in a manner that minimizes public wait time, and will leave the location clean.

Service 2: Ongoing service of permanent drop off sites

Electronic equipment will be delivered to five (5) existing permanent drop-off sites by area residents. Service will include provision of pallets, Gaylord containers, and pickup of collected material on a timely basis upon request from the host community. The successful contractor must be able to process the collected equipment for recycling, and have viable reuse and/or recycling outlets for the material. There may be one or more new permanent drop-off sites established, or conversely, the number of service locations may decrease during the contract period; changes which will be documented in writing at the time and then by written amendment to the contract at time of renewal.

Additional Service: Reuse / Refurbishment

Electronic equipment collected through Kane County events and drop-off sites that meet refurbishment and resale standards, should be set aside for such process. All hard drives and other memory storage systems shall be overwritten following NIST SP 800-88 Guidelines for Media Sanitation (or equivalent or higher). Furthermore, the Recycler will pay Kane County above stated percentage of revenue earned from the remarketed equipment collected from Kane County events and drop-off sites.

II. DEFINITIONS

For purposes of this offer, the following words and phrases shall be given the following respective meanings:

“Agreement”, “Contract”, and “Contract Document” mean this bid document and all other attached documents.

“Bidder”, “Contractor”, “Offerer”, “Recycler”, and “Vendor” are used interchangeably to mean the contractor submitting a bid to provide electronics recycling services to the County, as per specifications herein.

“County” means the County of Kane.

“County Building Equipment” means appliances and machines retired from the offices of the County buildings, annually amounting to approximately 10 photo copy machines, 15 printers, 20 TVs, 15 microwaves, 5 phones, and some cables.

“Covered Electronic Device” or “CED” means any computer, computer monitor, television, or printer covered by the Illinois Electronic Products Recycling and Reuse Act. Further, it includes keyboards, fax machines, video recorders, portable digital music players, DVD players, video game consoles, small scale servers, scanners, computer mice, digital converter boxes, cable receivers, satellite receivers, and DVD recorders.

“Eligible Electronic Devices” or “EEDs” include four additional items: cell phones, PDAs, electronic cables, and zip drives.

“Household Batteries” means single-use or rechargeable dry-cell batteries (A, AA, AAA, C, D, 9V, 12V, etc., coin, and button), and does not mean auto batteries.

“Non-CEDs” means small home appliances (including toasters, blenders, vacuums, power tools, sewing machines, microwaves, and coffee makers, etc.), media (including cassette and video tapes, floppy drives, DVDs and CDs), cartridges (including all toner and printer cartridges), and holiday light strings; items not covered under the Illinois Electronic Products Recycling and Reuse Act, but which the County receives/collects from residents for recycling.

“Non-Acceptable Electronics” means small home appliances containing Freon (such as dehumidifiers, window and small room air conditioners, small refrigerators), large home appliances (including stoves, refrigerators, freezers, clothes washers and dryers, dishwashers, etc.), and household hazardous waste.

“Offer” means the bid here submitted.

III. SCOPE OF SERVICES

A. Items to be collected for reuse, refurbishment or recycling

- All CEDs as specified by the Illinois Electronic Products Recycling and Reuse Act: any computer, computer monitor, television, or printer, keyboards, fax machines, video recorders, portable digital music players, DVD players, video game consoles, small scale servers, scanners, computer mice, digital converter boxes, cable receivers, satellite receivers, and DVD recorders.
- All EEDs as specified by the Illinois Electronic Products Recycling and Reuse Act: cell phones, PDAs, electronic cables, and zip drives.
- Certain Non-CED items, including but not limited to small home appliances (including toasters, toaster ovens, blenders, vacuums, power tools, sewing machines, microwaves, and coffee makers, etc), media (including cassette and video tapes, floppy drives, DVDs and CDs), cartridges (including all toner and printer cartridges), and holiday light strings.
- Additional items may include: circuit boards, microphones, word processors, postage machines, calculators, typewriters, cameras, fans, and telecommunications equipment, including phones and phone systems, pagers, answering machines, and intercom systems.
- Household alkaline batteries, if acceptable by the Recycler.
- **ITEMS THAT MAY BE LISTED AS NON-ACCEPTABLE INCLUDE LARGE HOME APPLIANCES (INCLUDING AIR CONDITIONERS, STOVES, REFRIGERATORS, FREEZERS, ETC.); OR ANY HOUSEHOLD HAZARDOUS WASTES.**

B. Current Collection Dates and Locations

Service 1: Monthly one day public collection events

Collection events are to be held on the second Saturday of each month, from 8 a.m. to 2 p.m. (summer hours: April – September) and 8 a.m. – Noon (winter hours: October – March). Fixed location is the Kane County Circuit Clerk Building, **540 S. Randall Road, St. Charles, IL 60174**. In addition, the County may wish to conduct one or more additional parking lot based drop-off events at other municipal locations, under the conditions of this contract.

Service 2: Ongoing service of permanent drop-off sites

Currently there are five (5) permanent drop-off locations operating in association with the County, as listed below. Pickup service of collected material is to be on a timely basis upon request from the host community. Gaylords and pallets to be supplied by recycler, as applicable. Batavia has open-ended shipping container, West Dundee and ReStore in Elgin have indoor areas; Geneva and St. Charles need containers to be provided by Recycler.

Permanent Drop-off Locations

Batavia Public Works Department

200 N Raddant Road, Batavia, 630-454-2310

Elgin Habitat for Humanity ReStore

Elgin: 800 N State Street, Elgin, 847-742-9905

Geneva Public Works Department

1800 South Street, Geneva, 630-232-1501

St. Charles Public Works Department

1405 S 7th Avenue, St. Charles, 630-377-4405

West Dundee Public Works Department

900 Angle Tarn, West Dundee, 847-551-3815

C. Anticipated Volumes

Service 1: Monthly one day public collection events

Participation during 2012 averaged 700 users (resident drop-offs) per month, and the monthly volume collected ranged from 45,000 to 85,000 pounds, averaging 67,000 pounds per month. The 2012 total weight was 803,000 pounds.

During the first three quarters of 2013, it has averaged 650 users with an average weight of 55,000 pounds per month. The 2013 year to date weight is 506,000 pounds.

Future volumes are expected to maintain or exceed historical volumes.

Service 2: Ongoing service of permanent drop-off sites

For the 12 months spanning Oct. 2012 – Sept. 2013, the annual total weight of material from the five drop-off locations was 970,804 pounds. Monthly volumes from each site ranged from 8,000 to 45,000 pounds depending on the site. The percentages from each location are as follows: Batavia 27%; Geneva 8%; St. Charles 15%; West Dundee 6%; and ReStore 43%.

D. Certifications

The successful contractor must be certified by either or both R2 or e-Steward to process the collected equipment for recycling, and have viable reuse and/or recycling outlets for the material.

E. Certificate of Recycling

The contractor shall be responsible for providing the County of Kane, monthly or quarterly, a certificate or affidavit of recycling, detailing the types and volumes (by weight) of materials collected. The contractor shall also provide the County with a document releasing Kane County from any liability associated with the handling, transportation, processing, or disposal of the electronic items. This document shall also certify that the electronic items will be recycled in an environmentally responsible way. All records shall be maintained by the contractor and be available for inspection by the County for a three (3) year period.

F. Reporting

Event reports will be issued monthly via email to recycle@countyofkane.org. Quarterly reports will be issued for all drop-off locations and monthly events, along with the quarterly payment, issued to the County after each quarter settlement is complete, within 45 days of the end of each quarter (Jan.-Mar.; Apr.-Jun.; Jul.-Sept.; Oct.-Dec.) or as soon as feasibly possible at the end of each quarter.

Format of reports will be developed by mutual agreement by both parties but will look similar to the sample provided in **Attachment A**.

IV. SUBMITTAL SECTION

In addition to the Offer to Contract form, all bids submitted shall contain the following information, in this order and numbered as follows:

1. Background on the company (to be no more than one (1) page), including:
 - a. Number of employees;
 - b. Number of years your company has been in business;
 - c. A brief history of your company and its services;
 - d. A brief overview of your company's environmental, health, and safety management systems and/or plans; and
 - e. A description of your company's compliance history, including a detailed list of any violations. If applicable, please describe how the violations were, or are being addressed.
2. Please provide your company's EPA ID#, ISO certifications, and a list of all other certifications held, for example R2, RIOS, or e-Steward.
3. Confirm that your company is able to meet the minimum insurance requirements as listed under terms and conditions by providing a copy of your certificate of insurance.

4. Provide a description (up to one (1) page) of the collection event procedure as performed by your company. This description may include: lists of supplies and equipment, number of staff, ability to pull in extra staff or trucks if needed, whether the event could run independent of the County staff person's presence on occasion, and possibly an event layout, for example.
5. Provide a description (up to a half (1/2) page) of how the drop-off sites will be serviced.
6. Provide a description (up to a half (1/2) page) of the refurbishment and resale program, if applicable, including the process for assessment, wiping of hard drives, and resale outlets.
7. Provide a complete and thorough list of all acceptable and non-acceptable items, including all items listed above and any items that may not be listed above (i.e., household batteries, hairdryers, etc.).
8. Please state any additional added services that may be offered by your company, for example household collection services of electronic equipment, outlining costs for such service.
9. Specific and detailed description or flow chart of how the materials will be processed, including:
 - a. How each material will be refurbished, re-used, or recycled?
 - b. Description of the de-manufacturing and/or remanufacturing processes (e.g., shredding, manual, etc.) employed by the contractor;
 - c. Description of end-use markets for component materials, including metals, glass, plastics, and cables/wires; and
 - d. An estimate of the percent of the total material collected that can reasonably be expected to be recycled.
10. Please list all of your company's downstream processing facilities and subcontractors (if appropriate); including their name, address, phone number, and EPA ID# (if available).
11. Please provide a description of the processes used to ensure confidentiality of any information or data remaining on the equipment delivered to the contractor for recycling. Specifically, explain how your company meets the privacy protection practices required under the Fair and Accurate Credit Transactions Act (FACTA).
12. Include any additional information and/or comments you believe to be pertinent, that are not specifically mentioned elsewhere.

V. AWARD

Being a revenue based agreement, it is the intent of the County to award the entire electronic recycling service's contract to the lowest cost and/or highest revenue responsible responsive bidder meeting specifications; however, the County reserves the right to award the two services (1 & 2) to two separate contractors to secure the best pricing or as in the best interest of the County. It is recommended that vendors quote both services in their entirety.

VI. PAYMENT

According to the price-per-pound or percentage pricing in this Agreement, as the case may be, the contractor will issue quarterly payments to the County after each quarter settlement is complete, within 45 days of the end of each quarter or as soon as feasibly possible at the end of each quarter. Check will be made to the Kane County Treasurer, and mailed to:

Attn: Jennifer Jarland
Kane County Government Center
Environmental Resource, Building A
719 S. Batavia Ave.
Geneva, IL 60134

VII. CONTRACT

The parties agree that all recitals have been incorporated into the text of this Agreement between the Contractor and the County with respect to providing the necessary work of transporting, processing and recycling electronic waste generated from residents that reside within the cities that are included as part of the oversight of the County. Any need to specify further services under the Agreement and/or to include additional clauses to the Agreement beyond what is contained herein shall be attached at time of full execution as numbered amendment(s).

1. Contract Terms:

This is a one (1) year contract with mutual option to extend for additional two (2) one year renewal periods, if agreed upon by both parties. This contract is contingent on the appropriation of sufficient funds. Kane County reserves the right to renegotiate the scope of work to meet its budgetary demands. Contractor shall reference to Statement of Work, for contract commencement date.

2. Illinois Non-Appropriation Clause:

A forfeiture clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given a 30-day notice of intent to cancel.

3. Termination for Cause:

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party.

This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to set off for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services.

In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase. In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

VIII. SPECIAL CONDITIONS

- A. Vendors may schedule an appointment with the County to visit the event site or permanent drop-off locations prior to December 13, by contacting Jennifer Jarland at recycle@countyofkane or 630-208-3841.
- B. The County reserve the right at any time to inspect the Recycler's facility and any documentation required to assure that the materials under this contract are being processed according to federal, state and applicable certification (either R2 or eSteward) standard.
- C. As this is a revenue based contract, the following Sections of Terms and Conditions do not apply to this bid:

9, 10, 11, 12, 13, 14, 28, 29, and 30.

IX. Response Instructions

An original bid response, marked as “**original**”, one (1) paper copy and one (1) electronic copy shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled “**02-014 Electronic Recycling Services**”. Your bid response may be mailed or hand delivered to:

County of Kane
Purchasing Department, Building A
719 South Batavia Avenue.
Geneva, IL 60134

ALL QUESTIONS PERTAINING TO THIS REQUEST AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET. NO LATER THAN DECEMBER 10, 2013, FAX AND E-MAIL ACCEPTED.

FAX to (630) 208-5107 or PURCHASING@CO.KANE.IL.US

PROPOSALS MAY NOT BE SUBMITTED ELECTRONICALLY.

Attachment A - Reporting format

Sample of Quarterly Reporting Spreadsheet (note the various tabs)

Collection Method	Net Weight Received	Payable Weight	Total
Batavia Public Works	85,020	62,824	
Geneva Public Works	17,248	11,816	
St. Charles Public Works	37,011	29,549	
West Dundee Public Works	16,024	12,749	
Habitat for Humanity	114,814	97,413	
Events - Kane County Circuit Clerk Building	144,315	115,729	
County Building Equipment	5,765	0	
Resale Revenue Share	401	125	
Total Payable:		\$0.00	

Notes
Certificate of Recycling Enclosed

Example Settlement Page



1600 Harvester Road
West Chicago, IL 60185
USA

Telephone (630) 231-6060
Facsimile (630) 231-6565
SRSinfo@simsmm.com
www.us.simsrecycling.com

November 11, 2013

Ms. Jennifer Jarland
Recycling and Resource Conservation Program Coordinator
Kane County Environmental Resources
County Government Center
719 S. Batavia Avenue
Geneva, IL, 60134

Dear Jennifer,

I am writing to let you know that Sims Recycling Solutions will not have the capacity to provide free electronics collection and recycling services to Kane County and its partner collection sites in 2014. This letter is notice that at this time we cannot enter into a second one year extension under Contract 37-011 (Electronics Recycling Service) and that we will discontinue service to Kane County effective January 15, 2014.

We will work with the County to make the transition to another service provider as smooth as possible. To facilitate the final service and collection arrangements we request that this information be shared with all relevant collection sites and all arrangements to collect materials, packing supplies, and storage containers be confirmed with Shana Martin by January 6, 2014. I personally have enjoyed working with you and the County and thank you for your business and understanding.

Best Regards,

Andriana Kontovrakis
Policy Analyst

c: Renee St. Denis
Vice President, OEM Compliance & Business Development