OFFICE OF WILL COUNTY EXECUTIVE
LAWRENCE M. WALSH

Rita Weiss
Purchasing Director

(815) 740-4605
Fax (815) 740-4604
rweiss@willcountyillinois.com

March 6, 2013

To whom it may concern,

The Will County Land Use Department, Resource Recovery & Energy Division, Joliet, IL, invites you to submit your bid for the County of Will Household Hazardous Waste Collection Program. These events are to be scheduled between commencement of the contract on May 1, 2013 through April 30, 2016.

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

A $5,000 Deposit, Bond or Cashier's check made payable to the Will County Treasurer must accompany your proposal, or it will not be considered. Money Orders or Company checks will not be accepted.

Bids will be received in the Purchasing Department, 2nd Floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, due not laterthan, **"as so indicated by the time stamp clock of Will County 10:00 A.M. Tuesday, March 26, 2013" Bids received after this time will not be accepted.**

Bids will be opened publicly and read by the Will County Executive or his representative at **10:10 A.M. Tuesday, March 26, 2013** at the Will County Office Building, 302 N. Chicago Street, 2nd fl., Joliet, IL. 60432.

The bidder acknowledges the right of the County of Will to reject any or 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.

All questions regarding this bid should be directed to Rita Weiss, Purchasing Director, via email at rweiss@willcountyillinois.com.

We welcome your bid.

Sincerely,

Rita Weiss

Rita Weiss
Purchasing Director

RW/mmf

ADVERTISEMENT OF BID

HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

WILL COUNTY LAND USE DEPARTMENT, RESOURCE RECOVERY & ENERGY DIVISION

SEALED BIDS FOR CONSUMER HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM FOR THE COUNTY OF WILL, LAND USE DEPARTMENT, RESOURCE RECOVERY & ENERGY DIVISION, JOLIET, IL, WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF 10:00 A.M., TUESDAY, MARCH 26, 2013.

BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HIS REPRESENTATIVE AT 10:10 A.M., TUESDAY, MARCH 26, 2013 AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., 2ND FLOOR, JOLIET, IL 60432.

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

THE TENDERING OF A BID TO THE COUNTY SHALL BE CONSTUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE BIDDER ACKNOWLEDGES THE RIGHT OF THE COUNTY OF WILL TO REJECT ALL BIDS, AND TO WAIVE NON-MATERIAL INFORMALITY OR IRREGULARITY IN ANY BID RECEIVED IN WHOLE OR PART AS MAY BE SPECIFIED IN THE SOLICITATION.

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

INSTRUCTIONS TO BIDDERS
HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM
WILL COUNTY LAND USE DEPARTMENT, RESOURCE RECOVERY & ENERGY DIVISION

The Will County Land Use Department, Resource Recovery & Energy Division, Joliet, IL, invites you to submit your bid for the County of Will Household Hazardous Waste Collection Program. These events are to be scheduled between commencement of the contract on May 1, 2013 through April 30, 2016.

BIDS:

Bids will be received in the Purchasing Department, 2nd floor of the Will County Office Building located at 302 N. Chicago Street, Joliet, IL. 60432, not later than **10:00 A.M., "as so indicated by the time stamp clock of Will County" Tuesday, March 26, 2013. Bids received after this time will not be accepted.**

Bids will be publicly opened and read aloud by the Will County Executive or his representative at **10:00 A.M., Tuesday, March 26, 2013** at the Will County Office Building, 302 N. Chicago Street, 2nd Fl., Joliet, IL. 60432,

The bidder acknowledges the right of the County of Will to reject all bids and to waive non-material informality or irregularity in any bid received.

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

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

SEALED BID: **HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

TO BE DUE: **MARCH 26, 2013 - 10:00 A.M.**

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

TAX EXEMPTION:

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

SIGNATURE OF BIDS:

The signature on bid documents shall be that of an authorized representative of bidder. An officer of or agent of the offering vendor who is empowered to bind the vendor in a contract shall sign the bid and any clarifications to that bid.

Each bidder, by making his bid, represents that he has read and understands the bidding documents. **Any bid not containing said signed documents shall be non-conforming and shall be rejected.**

BIDDING PROCEDURES:

1. All bids must be prepared, by the Owner, on the **forms provided** and ***Three (3) complete copies & One (1) Original*** submitted in accordance with the Instructions to Bidders. Bids will be read aloud. Vendors not present at the bid opening requesting results at a later date will be given a copy of our bid tabulation sheet. This sheet will include what was read off the **Bid Worksheet.**

2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids or prior to any extension thereof issued to the Bidders.

3. Unless otherwise provided in any supplement to the Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids in the Advertisement for Bids.

4. Changes or correction may be made in the bid documents after they have been issued and before bids are received. In such cases, a written addendum describing the change or correction will be issued by the County of Will to all bidders recorded by the County of Will as having received the bidding documents and will be available for inspection wherever issued. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.

5. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a bid. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than seven (7) days prior to bid due date, notify the County of Will, who will, if necessary, send written addendum to all bidders. The County of Will will not be responsible for any oral instructions. All inquiries shall be directed to the Purchasing Director. After bids are received, the Bidder will make no allowance for oversight.

NO BIDS:

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

CONTRACT DURATION:

Contract period for the Household Hazardous Waste Collection Program will be a between May 1, 2013 through April 30, 2016. Service will commence May 1, 2013, after County Board approval.

In the event the Will County Board fails to appropriate funds for this Agreement, the obligations of both the Contractor and the County will cease immediately without any penalty.

REJECTION OF BIDS:

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

BID SECURITY:

A $5,000 **Bid Bond or Cashiers Check** made payable to the Will County Treasurer, shall accompany each proposal, attached to the front cover, as a guarantee that if the proposal is accepted, the successful bidder will enter into a contract. ***Money Orders or company checks will not be accepted.*** The bid bond or cashier's check of the unsuccessful bidder will be returned after the contract has been awarded by the County Board. The County of Will, as security, shall retain the Bond or Cashiers Check of the successful Contractor until satisfactory completion of work has been met. The successful Contractor and Will County shall make sure all work has been completed per Will County's Bid Specifications and will sign off on any punch lists that may be in existence, after which the bid security will be returned.

DEFAULT:

In case of default by the successful Bidder, the County of Will may procure the articles or services from other sources, and may deduct from the unpaid balance due the defaulting successful bidder, any additional costs incurred as a result of the default. The prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

NON-DISCRIMINATION:

The Contractor shall at all times observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to the Public Works Employment Discrimination Act, 775 ILCS 10\0.01 et seq.

PRIME CONTRACTOR CERTIFICATION:

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

ILLINOIS FREEDOM OF INFORMATION ACT:

Any and all submissions to the County of Will become the property of the County of Will and these and any late submissions will not be returned. Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140/1, *et. seq.*) and other applicable laws and rules, unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to contractor as soon as practicable. Regardless, contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, contractor warrants that County of Will's responses to requests for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your proposal is accepted by the County of Will all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. In the event the County of Will receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor will warrant that County of Will's responses to requests for a document relating to contractor, its provision of services, or

the arranging for the provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the County of Will, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the County of Will for purposes of FOIA. 5 ILCS 140/7(2). As such, upon request by the County of Will (or any of its officers, agents, employees or officials), the contractor shall provide to the County of Will at no cost and within the timeframes of FOIA a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County of Will, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

PREVAILING WAGE:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

CERTIFIED PAYROLL REQUIREMENTS: (Public Act 94-0515)

Effective August 10, 2005 Vendors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Vendor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number, and social security number. Any Vendor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

INCREASED PENALTIES for PREVAILING WAGE VIOLATIONS: (Public Act 94-0488)

Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period --during which Vendors are ineligible for public works contracts -increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of $5,000 may be assessed

against Vendors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

AWARDING OF BID:

The bid will be awarded to the lowest responsible, responsive bidder. The bidder acknowledges the right of the County of Will to accept the Vendor whose bid has met all the criteria specified and is found to be in the best interest of Will County after having been carefully examined and evaluated by the Waste Services Division and the County Board. The bid is expected to be awarded at the April 18, 2013 meeting of the Will County Board.

SUBMITTAL REQUIREMENTS:

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

1. $5,000.00 Deposit, in the form of a Bid Bond or Cashier's Check
2. **Signed** Copy of Prime Contractor Certification
3. **Signed** and completed Receipt of Addenda Form
4. **Signed** and completed Bid Form
5. General Information Sheet (**Attachment A**)
6. References (**Attachment B**)
7. Contractor Qualification Sheet (**Attachment C**)
8. Disposal Cost Sheet (**Attachment E**)
9. Destination Facilities (**Attachment F**)
10. Mobilization, Drum delivery and pickup, and Paint collection site cost sheet (**Attachment G**)
11. List of Available Dates for Mobile HHW Collection Events (**Attachment H**)
12. Description of Operations
13. Compliance History
14. Financial Information
15. **Signed** Agreement/Contract

PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that _____
Name of Bidder
is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

_____	_____
Name of Bidder	Title
_____	_____
Signature	Date

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

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

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

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

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

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.

REQUEST FOR PROPOSALS

HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

COUNTY OF WILL, ILLINOIS
WILL COUNTY LAND USE DEPARTMENT,
RESOURCE RECOVERY & ENERGY DIVISION
FOR 2013 – 2016

GENERAL SPECIFICATIONS

1. Intent

It is the intent of the County of Will, Illinois ("the County") to consider proposals from qualified firms to operate mobile household hazardous waste (HHW) collections, to conduct delivery and pick up of drums from the County Warehouse, and to conduct delivery of paint collection supplies and transportation of paint waste.

Optimally, the Contractor will conduct 4 to 6 collection events per year for the length of the contract (three years). The actual number of events conducted will depend upon available funding and program needs. Each HHW event will most likely be held on a Saturday. The location and date of the collection events in cooperation with the Contractor will be determined by the County. The collection event operating hours are anticipated to be from 8:00 am to 3:00 p.m. not including setup/tear down time. Also as needed the Contractor will deliver drums and supplies and pickup prepackaged drums of household hazardous wastes, collected from the County's Medication Take-Back Program, from the County's warehouse. The number of drum deliveries and pickups per year will vary from zero to approximately five depending on available funding and program needs. Additionally, the Contractor will deliver paint collection supplies, load prepackaged and sorted cubic yard boxes of paint, and transport them for recycling or disposal from a local government site within the County to be determined. The County's Medication Take-Back Program and Paint Collection Program are components of the County's Household Hazardous Waste Collection Program.

2. Scope of Work

This contract shall include, but not be limited to, all labor, equipment, materials, supplies, transportation, and disposal costs for the following work:

Mobile Household Hazardous Waste (HHW) Collections

The Contractor shall plan, manage and operate mobile collection events to collect (remove from vehicles), classify, sort, containerize, bulk, overpack, store, manifest, label, transport, and dispose of household hazardous wastes. All household hazardous wastes collected in accordance with the terms of this collection contract shall be removed from the site by the end of the same day the collection was conducted. All other wastes and materials shall be removed from the site by the end of the same day the collection event was conducted unless otherwise allowed or arranged by the County. A basic cold lunch and bottled water shall be provided to the County staff and community volunteers, approximately three to eight people, staffing the collection event for traffic control and participant surveys. The contractor shall be responsible for final disposition of household hazardous wastes at approved and properly permitted facilities.

Drum Delivery and Pick up from Warehouse
The Contractor shall deliver empty drums and pickup full drums from the County's warehouse located at 806 Nicholson St., Joliet, Illinois 60435. The Contractor will deliver empty and clean thirty gallon fiber drums and five gallon plastic drums, drum liners, and storage and transportation labels, provided by the Contractor, and pickup drums of wastes generated by residents and packaged in separate containers, such as, but not limited to loose packed non-controlled unused or expired medications, personal care products, aerosol inhalers, mercury thermometers or mercury containing devices, and/or used sharps or needles. The number of drums picked up and dropped off per work request will be approximately twenty (20) depending on program need. Tandem trucks are not recommended for drum delivery and pickup due to Warehouse location. The County's warehouse does have a loading dock, pallet jack, and forklift available. The number of pickups per year will vary from zero to approximately five depending on the funding and program needs. The contractor will have fourteen (14) business days to conduct a drum delivery and pickup after the request has been received from the County unless a later date is agreed upon by the County. The contractor shall be responsible for final disposition of wastes at approved and properly permitted facilities.

Paint Collection Sites
The Contractor shall deliver and unload paint collection supplies at paint collection sites to be determined within the County. The Contractor will also load cubic yard boxes of paint into Contractor's truck and transport off-site for disposal. The paint collection sites have not been established at this time, however the sites will most likely be at locations owned by local governments that have partnered with the County to collect residentially generated paint. The local government will be responsible for sorting paint by type, such as oil and latex, then loading the paint in consumer packaging into cubic yard boxes. The Contractor will deliver and unload new or used pallets in good condition, new or used cubic yard boxes in good condition, new cubic yard box liners, and storage labels to the paint collection sites. The Contractor will load pre-sorted and packaged cubic yard boxes of paint onto Contractor's truck. Contractor will need to provide a pallet jack and truck with a hydraulic lift for unloading supplies and loading full cubic yard boxes of paint. The Contractor will transport truck loads of oil-based and/or latex paint to a destination facility listed by Contractor within this agreement or will transport truck loads of latex paint to a re-use/recycling facility determined by the County that may not be listed by the Contractor within this agreement as a destination facility. The Contractor will be informed of where the paint will be transported to at time of service request by County.

3. Award
The proposals received shall be assessed by the County staff within the Will County Land Use Department, Resource Recovery & Energy Division. The contract will be awarded to the Contractor whose proposal scores the highest based upon the following criteria:

- Proposal Content – Responsiveness to RFP (5 points).
- Service Abilities - Exhibit abilities and limitations, proximity of staff and equipment deployment location (5 points).
- Technical Requirements of Specifications - Indicate a plan to successfully provide the services required. This should include a description of your operations of the work described within the Scope of Work (10 points).
- Availability (5 points)
- Liability Protection (5 points)
- Financial Responsibility & Compliance History of Contractor (5 points)
- Disposal Cost - per waste stream listed in Disposal Cost Sheets (35 points)

- Mobilization, Drum Delivery and Pickup, and Paint Collection Site Costs - per mobile HHW collection event, drum delivery and pickup, and paint supply delivery and paint loading and transportation costs (25 points)
- References - Exhibit the experience to perform in accordance with the specifications (5 points)

The County reserves the right to award contracts to one or more Contractors. In addition, the County reserves the right to enter into two or more contracts with a single Contractor.

The County reserves the right not to award a contract to any Contractor or to award a contract for less or more work that is not outlined in this RFP. The County reserves the right to reject any and all bids. No Contractor shall derive any right or expectancy from the submission of a bid under this RFP. For Mobile HHW Collections the County reserves the right to utilize a different contractor for any waste stream (for example, but not limited to, used oil, antifreeze, latex paint, lead acid batteries, fire extinguishers, gas cylinders, and/or rechargeable batteries) if determined to be financially beneficial to the County or more beneficial to the environment. All costs incurred in response to the RFP, including preparation of the proposal, correspondence, reproduction costs, material review, etc. are not reimbursable by the County to either successful or unsuccessful proposers. All data and information furnished by the County or referred to in this RFP are furnished for the proposer's convenience. The County does not guarantee that such data and information are accurate and assumes no responsibility whatsoever as to their accuracy or interpretation. Proposers shall satisfy themselves as to the accuracy or interpretation of all such information or data. All proposals submitted in response to this RFP shall be deemed public record.

The County reserves the exclusive right to require the Contractor to participate in periods of further good faith negotiation or renegotiations of contract terms during the initial or any subsequent contract term, to address unforeseen conditions or substantial changes in circumstances which may arise during contract implementation, or for such other reasons as the County may determine are appropriate.

4. Permits, Fees and Governmental Restrictions

The Contractor shall comply with all applicable standards, federal, state and local laws and regulations with respect to all aspects of the work completed for the contract. The Contractor's staff conducting the work shall have current and proper certification according to applicable laws and regulations. The Contractor shall secure all statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance necessary to provide the services described herein prior to the commencement of performing the services described herein. Including, but not limited to, staff certifications, licensed waste transporter permits, disposal authorizations and state and federal identification numbers per site location if required. The County will not pay any fuel or energy related surcharge fees imposed by the Contractor or submitted in any form of payment request by the Contractor.

5. Supervision:

The Contractor shall be responsible for the supervision and direction of their workers. The Contractor is solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under the contract. The Contractor will be responsible for ensuring all of their workers abide requirements within facility use agreements secured by the County.

6. Ineligible Participants at Mobile Household Hazardous Waste Collections
Household hazardous wastes collected at the mobile HHW events must be residentially generated. County may instruct the contractor to accept small quantities of material from governmental or institutional establishments with prior notification to the Contractor. The Contractor shall reject all wastes delivered to the mobile collection site from commercial or industrial entities unless otherwise directed by the County representative in charge.

7. Waste Management Method Specifications
The County strongly urges that, whenever technically and financially feasible, the wastes be recycled for reuse, or chemically, physically, and/or biologically treated so as to render the wastes non-hazardous. It is the County's desire to reuse, recycle, process, treat, minimize and consolidate as much waste as is possible prior to shipment for final disposal. Direct material reuse, recycling, beneficial reuse (energy recovery) and treatment are preferred methods of waste management.

Disposal of the wastes by landfilling will only be considered acceptable for specific waste streams that do not have reasonably priced alternate disposal options. It shall be the Contractor's responsibility to notify the County whenever non-landfill disposal methods are unavailable for a particular waste and to further submit documentation of unavailability at the County's request at the time of billing. The County may, in its sole discretion, refuse to make payment for the landfill disposal of any specific quantity of waste which is appropriate for recycling, treatment, or incineration unless the County has received the requested written documentation of the refusal of recycling, treatment, and incineration facilities to accept that waste.

The Contractor shall submit to the County the names and contact information of the facilities proposed by the Contractor to recycle, treat, store and dispose of wastes. The County reserves the right to accept or reject the use of any such facility. All facilities listed by Contractor must be currently in compliance with all applicable regulations. Failure of the Contractor to use facilities designated in the Contractor's proposal may result in the County's refusal to pay for the recycling, treatment or disposal of the wastes. Designated facilities may not be changed without the prior written consent of the County. Any delay or additional costs which arise as the result of any County determination rejecting a particular facility or particular methodology designated by the Contractor shall be the sole and exclusive risk of the Contractor.

In regards to Paint Collection Sites only, the County may, at its discretion, direct Contractor loads of latex paint loaded from the paint collection sites to be transported to a County determined latex paint reuse/recycling facility that is not listed in this agreement by the Contractor. Any disposal related costs associated with use of the County determined latex paint reuse/recycling facility will be handled directly between the County and the facility.

8. Site Provision
For Mobile HHW Collection Events, the County will identify and schedule all sites for the events. The Contractor will be consulted prior to event site selection and event date confirmation. Selected sites will generally be located on large paved and unobstructed parking lots accessible to the public. The County shall make the final determination on site locations and shall be responsible for any rental fees associated with the site reservation. The County will schedule a pre-event meeting with the Contractor at the selected site prior to the scheduled event to determine the traffic flow and equipment setup location. All sites shall be available to the Contractor for setup at approximately 6 am of the morning of the event. If the Contractor requires setup the afternoon prior to an event, the site security would be the responsibility of the Contractor. The Contractor shall ensure that the physical condition of the site after the event is

the same as the condition of the site before the event. The Contractor shall provide and use chemical resistant, slip resistant impervious tarps or plastic film in the participant or vehicle unloading area and the contractors waste sorting and packaging area. The plastic liner/sheet or tarp must be of a thickness so that vehicle traffic does not cause rolling, tearing, or a breach in the liner or tarp. The Contractor shall clean up all spills and remove all oil dry or residuals from the site in an approved manner. At the end of the event the Contractor must sweep, remove, and dispose all debris from the parking lot in the vehicle unloading, waste sorting, packaging, and loading area. If Contractor cleanup methods are deemed to be ineffective or incomplete by the County, the Contractor shall provide a street sweeper to more thoroughly clean the site. The Contractor shall remove all litter derived from the collection event activities and dispose properly, from the vicinity of the event. The Contractor shall be responsible for damages to the site caused by the Contractor. The Contractor shall repair any and all damages to the buildings, grounds, or other physical structures of the site owner caused by their operations or personnel at no expense to the County or site owner.

For Drum Delivery or Pick up from Warehouse the Contractor shall perform drum and supplies drop off and full drum pick up at the County's warehouse located at 806 Nicholson St., Joliet, Illinois 60435. The County warehouse is equipped with a loading dock.

For Paint Collection Sites only, the County will determine the paint collection locations, which will be within the County. The paint collection locations may not be equipped with loading docks. Therefore, if loading docks are not available the Contractor trucks will need to be equipped with a hydraulic lift. Furthermore, if a forklift is not available at the paint collection site the Contractor will need to provide a pallet jack. If the paint collection site requires the use of a forklift the County will conduct those arrangements separately.

9. Safety

The Contractor shall implement engineering controls and work practices, which reduce contamination of work areas or exposure to other employees or persons and to minimize accidents. The Contractor shall take necessary precautions for the safety of its employees, and shall comply with all applicable provisions of federal, state and local safety laws. The County does not guarantee that any site is safe. The Contractor shall determine whether site conditions are safe for Contractor personnel. The County supervisor on site shall be able to request changes or modifications to the site safety plan or operations in regards to improving safe practices at the collection site.

10. Safety and Health Plans/Emergency Response Plans

The Contractor shall prepare and submit a complete outline of its Health and Safety Plan as well as its Emergency Response Plan for each individual mobile HHW collection event (see an example in Attachment I). The County may provide copies of these completed plans to local public safety agencies prior to each event in case an emergency arises. Contractor agrees to answer questions posed by public safety agencies that would be involved in an emergency response. Both the Health and Safety Plan and Emergency Response Plans must be submitted to the County fourteen (14) days before a Mobile HHW Collection Event.

11. Provision of Equipment and Supplies

Contractor shall provide all equipment and supplies when necessary to complete or conduct the work described herein including, but not limited to, transport vehicles, personal protective gear, emergency gear, equipment, forklift, drum grabber attachment for forklift, pallet jack, pallets, cubic yard boxes, drums, overpack drums, other packaging materials, dumpsters, tarp or plastic film, emergency eyewash, safety equipment, traffic cones, decontamination material, spill

prevention or cleanup supplies and equipment, portable toilets, lighting, tents, trucks with hydraulic lifts.

12. Subcontractors

Use of subcontractors must be clearly explained in the proposal. The Contractor will arrange for and manage any subcontractors necessary to provide any services or work described herein. The Contractor is responsible for ensuring that any subcontractors utilized under the contract adhere to the requirements of the contract and all applicable standards, laws, and regulations. All subcontractors to be used must be listed in the proposal. All work to be completed by a subcontractor should be listed within the proposal.

13. Generator Status Assumed by Contractor

The Contractor shall assume generator status for all hazardous waste or waste materials collected, removed, or picked up during services or work described herein. The Contractor is solely responsible for the collection, transportation, storage, treatment and/or disposal of all waste material in strict compliance with applicable laws and regulations, and the terms and conditions of the County's contract with the Contractor.

14. Manifest Preparation, Waste Profiles, and Waste Tracking Requirements and Reporting

The Contractor shall complete any waste profiles, manifests, bills of lading, and other paperwork necessary for all materials or waste to satisfy requirements of the permitted transfer, storage, or disposal facilities receiving the materials or waste and/or all applicable regulatory authorities, such as, but may not be limited to the Illinois EPA, the U.S. Department of Transportation, and the U.S. EPA. The Contractor shall sign all manifests, upon review of their conformity with all federal and state rules and regulations prior to shipment. Bills of lading will be used when appropriate. Upon request of the County, the Contractor shall review all manifests and bills of lading with the County's representative on-site. The Contractor is required to submit proof of proper reuse, certificates of disposal, recycling, treatment, and destruction to the County. If waste is transferred from a Treatment, Storage, or Disposal Facility to another facility for final disposal or destruction, a Certificate of Disposal or Destruction from the final disposal or destruction facility shall also be submitted to the County. Certificates of Disposal or Destruction from final disposal or destruction facilities shall be submitted to the County within six months after a Collection Event, Drum Delivery or Pickup from County Warehouse, or pickup from Paint Collection Site. Certificates of Disposal or Destruction are not required for loads of latex paint picked up from Paint Collection sites if County directs Contractor to transport load to County determined paint recycling/reuse facility not listed by Contractor within this Agreement.

15. Proposal Prices

Each Contractor shall submit proposals on the appropriate forms for the disposal costs, site mobilization costs, drum delivery and pick up at County warehouse costs, and paint collection site supply delivery, paint loading, and transportation costs.

Mobilization Costs: The Contractor shall propose the price for mobilization for each Mobile HHW Collection Event based on a participation of five hundred (500) vehicles. The incremental price in ATTACHMENT G shall adjust the mobilization costs to account for an actual increase or decrease of participation in increments of each one percent of vehicles from 500 vehicles per event. See the formula within ATTACHMENT G to be used as an example. The average number of vehicles per event for the 14 HHW collections conducted within the County in the past three years (2010 – 2012) was 410 vehicles with a range in number of vehicles from 130 to 695 vehicles. During the pre-event meeting the County will

provide the Contractor with an estimate of the anticipated number of expected vehicles to assist the Contractor with determining the extent of preparation for the event. The estimate will be based upon participation at previous events at the location and advertising. Any Contractor costs associated with equipment, supplies, personnel, setup, operations, transportation, non-hazardous waste disposal (packaging, empty containers from participants, waste from event operations), non-contaminated cardboard recycling, food for County event workers and volunteers, portable toilet rental, forklift rental etc. for the event should be included in the mobilization costs. The Contractor shall also propose a new 30-gallon drum cost for any new drums that may be provided to any local governments during the event. The Contractor shall also propose the price for overpacking residentially generated 55-gallon drums in poor condition with an 85-gallon drum.

For Drum Delivery and Pickup Costs: The Contractor shall propose the price for new or empty drum delivery, supplies, full drum pickup, drum transport, to and from the County warehouse. Supplies will include 30-gallon fiber drums, empty and clean plastic five-gallon screw top pails, drum liners for fiber drums, storage and transportation labels. The thirty gallon drums of waste for pickup will be containing non-controlled, unused/outdated pharmaceuticals or medication, personal care products, and/or used sharps or needles. The five(5)-gallon pails will be containing aerosol inhalers and/or mercury thermometers and mercury containing devices. Any Contractor costs associated with equipment, transport, personnel, empty drums, liners, or labels for the delivery and pickup to the County warehouse should be included in the drum delivery and pickup costs. Drum disposals costs for wastes picked up should be included on the Disposal Cost Sheet.

Paint Collection Site Costs: The Contractor shall propose the price for delivery and unloading of paint collection supplies at a location to be determined within the County. The Contractor shall propose a price for a set of paint collection supplies which shall include ten pallets in good condition, ten cardboard cubic yard boxes in good condition, ten new plastic cubic yard box liners, and storage labels. The Contractor shall propose the price for loading cubic yard boxes full of pre-sorted paint onto the Contractors semi truck or box truck. The Contractor shall propose the price for transporting the load to a Contractor listed Destination Facility and propose the price for transporting a load of latex paint to a County determined latex paint recycling/reuse facility.

Disposal Costs: The County shall pay Contractor disposal costs for wastes accepted at Mobile HHW Collection Events and for wastes picked up from County warehouse, as provided by the Disposal Cost Sheet. The calculation of the disposal costs shall be based upon the actual number of containers and container size per waste stream removed by the Contractor. Contractor shall provide sufficient documentation regarding the container size and the recycling, treatment, and or destruction of wastes to enable the County to authenticate the Disposal Fees claimed pursuant to this Section. Such documentation may include manifests, weight tickets, Certificates of Tracking, Recycling, Destruction, Disposal and other documentation recognized by applicable regulatory authorities. The County reserves the right to verify disposal.

16. Estimated Quantities for Mobile HHW Collection Events

The quantities indicated are approximate amounts of waste disposed of (Attachment D) during an average Mobile HHW Collection Event conducted in the County in the past year and are provided to assist the Contractor in determining waste disposal costs. The County does not guarantee any specific amount and shall not be held responsible for any deviation. In any event, the successful Contractor shall cover and satisfy the County's requirements whether more or less than the estimated amount.

17. Invoicing

a. Contractor shall submit one invoice which includes all costs within thirty days after conducting each Mobile HHW Collection Event, Drum Delivery and Pickup from the Warehouse, or Paint Collection Site Delivery, Pickup or Transport. All invoices must be submitted to the Will County Land Use Dept., Resource Recovery & Energy Division, 58 E. Clinton St. Joliet, IL 60432.

b. Invoices must include relevant disposal backup information for each waste stream (Waste stream must include waste stream billed under as listed on Disposal Cost Sheet, Attachment E, and Waste Management Method) such as: weight in pounds, container type and size, quantity, unit price, waste stream method of disposal (recycled, burned for fuel, treated, incinerated, or landfilled), and destination facility (as listed under Name on Attachment F). Acronyms used on invoice must be defined on the invoice. Weight in pounds shall be included for each waste stream on invoice regardless if weight of waste is necessary to determine disposal cost.

18. Payments

a. Billing for each category must match the amount indicated on the respective cost sheets within the contract. Any deviations from the contract must have prior authorization from the County.

b. All pay-outs/payments will be made within sixty (60) days of invoicing following the completion and submittal of all required paperwork as stated in the contract documents after each event or service date. Payment shall be made pursuant to the Illinois Local Government Prompt Payment Act. In the event the Will County Board fails to appropriate funds for this Agreement, the obligations of both the Contractor and the County will cease immediately without any penalty, including but not limited to liquidated damages or any other payments.

19. Taxes

Will County is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax and Federal Excise Tax. The Contractor shall pay workers compensation, unemployment, FICA and all other taxes imposed by Local, City, State and Federal Governments.

20. Additional Information

For additional information about this request for proposals, contact Rita Weiss, Purchasing Director, via email at rweiss@willcountyillinois.com. Any and all changes to these specifications are valid only if they are included by written Addendum to all Contractors.

ATTACHMENT A
GENERAL INFORMATION SHEET

AUTHORIZED REPRESENTATIVES:

Name:_____ Phone #_____

Name:_____ Phone #_____

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No.:_____Dated_____

Addendum No.:_____Dated_____

Addendum No.:_____Dated_____

In submitting this proposal, it is understood that Will County reserves the right to reject any or all Bids, to accept an alternate Bid, and to waive any informality in any Bid.

BUSINESS ORGANIZATION: (check one only)

- ❑ Sole Proprietor: An individual whose signature is affixed to this proposal.
- ❑ Partnership: State full names, titles, and addresses of all responsible principals and/or patners on attached sheet.
- ❑ Corporation: State of incorporation:
- ❑ Non-profit Corporation
- ❑ 501c3 U.S. Internal Revenue Code organization

By signing this proposal document, the bidder 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.

Business Name:_____

Signature:_____

Print or Type Name:_____

Title:_____

Date:_____

ATTACHMENT B

REFERENCES
(ATTACH ADDITIONAL PAGES AS NEEDED)

List below other organizations (users of similar size, structure, and proximity to Will County preferred) for which these or other similar services have been provided:

Organization Name Address City, State, Zip Telephone Number Contact Person Dates of Service	
Organization Name Address City, State, Zip Telephone Number Contact Person Dates of Service	
Organization Name Address City, State, Zip Telephone Number Contact Person Dates of Service	
Organization Name Address City, State, Zip Telephone Number Contact Person Dates of Service	
Organization Name Address City, State, Zip Telephone Number Contact Person Dates of Service	

ATTACHMENT C
CONTRACTOR QUALIFICATIONS
(ATTACH ADDITIONAL PAGES AS NEEDED)

Name and Address of Office from which this contract will be administered:

Name:_____

Address:_____

Phone:_____ Fax:_____

Years in Business:_____ Number of Employees:_____

Mobile HHW Collections and Drum Delivery and Pickups

Project Manager:_____

Project Managers Phone #_____ Cell Ph#_____

Primary Dispatch Location(s) for equipment & personnel:_____

Number of Employees included in HHW mobilization for 500 vehicles:_____

List Employees who will be Included in Mobilization: (Attach additional pages as necessary)

Name	Position	Years of Experience	Responsibility/Task

List Equipment Brought to Site for Collection Events: (Attach additional pages as necessary)

Type	Deployment Location	Age/Condition	Use

ATTACHMENT D

APPROXIMATE AMOUNT WASTES RECEIVED DURING AN AVERAGE MOBILE HHW COLLECTION EVENT WITHIN WILL COUNTY*

Waste Type	Waste Amount
Aerosols Poison LP	1 drum (15-gallon)
Aerosols Flammable LP	8 drums (55-gallon)/ 2 CY Boxes
Antifreeze (Bulked in truck or drums)	2 drums (55 gallon)
Batteries Lithium	1 drum (5 gallon)/ 20 pounds
Batteries Ni-Cad	1 drum (20-gallon)/ 55 pounds
Corrosive Acids LP	2 drums (55-gallon)
Corrosive Caustics LP	2 drums (55-gallon)
Flammable liquids/Adhesives/Sealers LP	16 drums (55-gallon)/ 4 CY Boxes
Flammable Liquids/Solvents Bulked	5 drums (55-gallon)
Flammable Liquids/Toxic LP	7 drums (55-gallon)
Fluorescent Bulbs-4 foot equivalent	610 Bulbs / 403 pounds
Fluorescent Bulbs-HID, CFL, U-shaped bulbs	60 Bulbs / 103 pounds / 1 drum (30 gal)
Latex Paint LP	28 drums (55-gallon)/ 7 CY boxes
Lead-Acid Batteries	2500 Pounds
Mercury	1 drum (5-gallon)
Metallic Paint (Aluminum, Zinc) LP	3 drums (5-gallon)
Oxidizers-Liquids LP	2 drums (55-gallon)
Oil-Based Paint LP	32 drums (55-gallon)/ 8 CY boxes
Oil	16 drums (55 gallon)/ 880 gallons
PCB Ballasts	1 drum (5-gallon)
Toxic Liquids Inorganic LP	7 drums (55-gallon)
Toxic Liquids Organic LP	1 drum (5-gallon)
Toxic Solids/Poisons LP	4 drums (55-gallon)/ 1 CY Box
Unused/Outdated Pharmaceuticals (non-controlled)	2 drums (30-gallon)
Water Reactive Solids LP	2 drums (5-gallon)

**Approximates are based upon the average of five collection events held in 2012 through the Will County HHW program.*
Not all possible waste categories represented.
LP= Loose Packed in consumer packaging

ATTACHMENT E
DISPOSAL COST SHEET

- The disposal cost sheet must be completed in its entirety. Provide a unit cost for each waste stream and waste management method. If a particular drum size and/or cubic yard box would not be used for a specific waste stream and/or waste management method then strike out that box (------).
- An additional table is provided for Contractor to list and provide a cost for more environmentally responsible and/or economical waste management methods for specific waste streams that may be available and are not already listed within Attachment E. The additional table is also for waste streams acceptable by the Contractor that are not listed within Attachment E.
- Any and all exceptions to these specifications must be clearly and completely indicated on this cost sheet.
- Gray scaled/shaded boxes are to remain empty.

Waste Stream & Waste Management Method	**Unit Cost**					
	5-Gal Drum	**15-Gal Drum**	**20-Gal Drum**	**30-Gal Drum**	**55-Gal Drum**	**Cubic Yard Box**
Aerosols, Flammable:						
-Fuel Blended						
Aerosols, Poisons:						
-Incinerated						
Asbestos:						
- Landfilled						
Asbestos-Roofing Tar Liquids:						
- Landfilled						
-Incinerated						
Batteries, Alkaline:						
- Recycled						
- Landfilled						
Batteries, Lithium:						
- Recycled						
Batteries, Mercury:						
- Recycled						
Batteries, Nickel-Cadmium:						
-Recycled						
Batteries, Other Rechargeable:						
-Recycled						
Corrosives:						
Treated						
Environmentally Hazardous Substance, n.o.s.:						
- Treated						
- Incinerated						
Flammable Liquids, bulked:						
-Fuel Blended						

Flammable Liquids, not suitable for bulking:						
-Fuel Blended						
-Incinerated						
Flammable Liquids, Toxic:						
-Fuel Blended						
-Incinerated						
Mercury/Mercury Containing Items:						
-Recycled						
Metallic Paint (Aluminum, Zinc)						
-Incinerated						
Organic Peroxide Liquids:						
Incinerated						
Oxidizers:						
Treated						
Incinerated						
Oil Filters						
Recycled						
Old/Unused Medication (Non-DEA Controlled only)						
Incineration						
PCB Capacitors, Ballasts, & Transformers:						
Incinerated						
Recycled						
Non-PCB Ballasts						
Recycled						
PCB Contaminated Liquids:						
Incinerated						
Reactives						
Incinerate						
Toxic Liquids, inorganic n.o.s.:						
Treated						
Incinerated						
Toxic Liquids, organic n.o.s.:						
Treated						
Incinerated						
Toxic Liquid, Penta-Reactive:						
Incinerated						
Toxic Solids:						
Incinerated						

ATTACHMENT E (Continued)
DISPOSAL COST SHEET

Waste Stream & Waste Management Method	Contractor Preferred Method for Waste Management ("X")	Minimum Truck Cost	Unit Cost (30-gallon drum)	Unit Cost (55-gallon drums)	Unit Cost (per gallon)
Antifreeze:					
-Bulked in Drums & Recycled					
-Bulked in Truck & Recycled					
Waste Oils:					
-Bulked in Drums & Burned for Fuels or Recycled					
-Bulked in Truck & Burned for Fuels or Recycled					

ATTACHMENT E (Continued)
DISPOSAL COST SHEET

Waste Stream & Waste Management Method	Vendor Preferred Method (Mark "X")	Unit Cost (Cubic Yard Box)	Unit Cost (20 cubic yard roll-off dumpster)[a]	Unit Cost (30 cubic yard roll-off dumpster)[a]
Latex Paints/Stains:				
-Loose packed & fuel blended				
-Loose packed & recycled				
-Loose packed Solidified & Landfilled				
Oil-Based Paints/Stains:				
-Loose packed & fuel blended				
Commingled Oil and Latex Paints/Stains:				
-Loose packed & fuel blended				

a. If roll-off dumpsters are utilized for loose packed paint the invoice cost for paint disposal will be pro-rated by percentage of paint in roll-off box. Percentage to be mutually agreed upon at the end of the event by representatives from Contractor and County.

Waste & Waste Management Method	Per Pound	Per Bulb	5- gal Drum	15-gal Drum	20-gal Drum	30-gal Drum	55-gal Drum
Bulbs/Lamps - Recycled:							
4 foot fluorescent bulbs							
8 foot fluorescent bulbs							
U-shaped fluorescent bulbs							
Compact fluorescent Bulbs							
HID Bulbs							
Halide Bulbs							

Waste & Waste Management Method	Unit Cost (Per pound)	Other Unit Cost (Specify):
Lead Acid Batteries -Recycled		

ATTACHMENT E (Continued)
DISPOSAL COST SHEET

- If more environmentally responsible or economical waste management methods are available other than those already listed for the waste streams within Attachment E please include those on this additional table. The additional table is also for waste streams acceptable by the Contractor that are not already listed within Attachment E.

Additional Table					
Waste Stream	**Waste Management Method**	**Container size**	**Unit Cost**	**Designated Facility**	**Comments**

ATTACHMENT E (Continued)
DISPOSAL COST SHEET

Listed below are materials typically considered as 'unacceptable' household hazardous waste within the County's program. At the County's discretion and depending on the Contractors service capabilities, the County may or may not accept these items at future events. Please complete the waste streams acceptable by your company's service. If unable to accept a waste indicate as "No Bid". Gray scaled/shaded cells are to remain blank.

	Unit Cost					
Waste Stream & Waste Management Method	**Per Cylinder/ Canister**	**Per Pound**	**Loose packed in 30 gal drum**	**Loose packed in 55 gal drum**	**Loose packed in cubic yard box**	**Other (Specify) :**
Compressed Gases (Recycled/Reuse):						
Propane						
-Handheld						
-Small						
-Medium						
-Large						
Helium						
-Small						
-Medium						
MAPP Gas						
-Handheld						
-Small						
Oxygen						
-Small						
Refrigerants:						
-Handheld						
-Small						
-Medium						
Fire Extinguishers:						
-Small						
-Medium						
-Large						

Waste	**Waste Management Method**	**5-gallon drum**	**15-gallon drum**	**20-gallon drum**	**30-gallon drum**	**55-gallon drum**
Agricultural Chemicals and Fertilizers:						
-solid						
-liquid						
Medical Waste:						
-used & unused Sharps/needles						

ATTACHMENT F
DESTINATION FACILITIES

(ATTACH ADDITIONAL PAGES AS NEEDED)

For each waste stream specified, indicate the proposed destination facility where the fuel blending, recycling, treatment, incineration, or landfilling will occur. If more than two facilities are to be used, provide additional information on attached sheets.

Waste Stream	**Destination Facilities**	
Aerosols, Flammable -Fuel Blended	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Aerosols, Poisons -Incinerated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Asbestos - Landfilled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Asbestos-Roofing Tar Liquids -Landfilled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Asbestos-Roofing Tar Liquids -Incinerated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Batteries, Alkaline -Recycled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Batteries, Alkaline -Landfilled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:

Batteries, Lithium -Recycled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Batteries, Mercury -Recycled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Batteries, NiCad -Recycled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Batteries, Other Rechargeable -Recycled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Corrosives -Treated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Envrionmentally Hazardous Substance, n.o.s. -Treated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Envrionmentally Hazardous Substance, n.o.s. -Incinerated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Flammable Liquids, bulked -Fuel Blended	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:

Flammable Liquids, not suitable for bulking -Fuel Blended	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Flammable Liquids, not suitable for bulking -Incinerated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Flammable Liquids, Toxic -Fuel Blended	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Flammable Liquids, Toxic -Incinerated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Mercury/Mercury Containing Items -Recycled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Metallic Paint	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Organic Peroxide Liquids -Incinerated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Oxidizers -Treated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:

Oxidizers -Incinerated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Oil Filters -Recycled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Old/Unused Medication -Incinerated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
PCB Capacitors, Ballasts, & Transformers -Incinerated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
PCB Capacitors, Ballasts, & Transformers -Recycled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Non-PCB Ballasts -Recycled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
PCB Contaminated Liquids -Incinerated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Reactives -Incinerated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:

Toxic Liquids, Inorganic, n.o.s. -Treated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Toxic Liquids, Inorganic, n.o.s. -Incinerated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Toxic Liquids, organic n.o.s. -Treated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Toxic Liquids, organic n.o.s. -Incinerated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Toxic Liquid, Penta-Reactive -Incinerated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Toxic Solids -Incinerated	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Antifreeze -Bulked in Drums and Recycled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Antifreeze -Bulked in Truck and Recycled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:

Waste Oil -Bulked in Drums and Burned for Fuels or Recycled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Waste Oil -Bulked in Truck and Burned for fuels or Recycled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Latex Paints/Stains -Fuel Blended	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Latex Paints/Stains -Recycled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Latex Paints/Stains -Solidified & Landfilled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Oil Based Paints and Stains -Fuel Blended	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Light Bulbs -Recycled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Lead Acid Batteries -Recycled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:

Propane Cylinders -Recycled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Helium Cylinders -Recycled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Refrigerants -Recycled	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Agricultural Chemicals & Fertilizers (Solids)	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Agricultural Chemicals & Fertilizers (Liquids)	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Sharps/needles	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Other:	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Other:	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:

Other:	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Other:	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:
Other:	Name: Address: Phone: Contact: EPA ID#:	Name: Address: Phone: Contact: EPA ID#:

ATTACHMENT G
MOBILIZATION, DRUM DELIVERY AND PICKUP, AND PAINT COLLECTION SITE COST SHEET
For Mobile HHW Collections, Drum/Supplies Delivery and Pickups from County Warehouse, and Paint Collection Site Costs

Mobilization Cost for Mobile One-Day HHW Collections[a]	Unit Price
Including all labor, material, equipment, forklift rental, portable toilet rental, cardboard recycling, and transportation necessary to plan, manage, operate, tear down, and transport off-site a HHW mobile collection event based on a participation of 500 vehicles.	
Incremental price increase in mobilization costs to account for an increase in increments of each 1% of vehicles above 500 vehicles.[b]	
Incremental price decrease in mobilization costs to account for a decrease in increments of each 1% of vehicles below 500 vehicles.[c]	
Include supply costs only for one (1) new thirty (30)-gallon fiber drum, one new plastic drum liner, and storage and transportation labels for one drum.	
85-Gallon drum overpack cost	

Drum Delivery and Pickup Costs [a]	Unit Price
Include all costs for labor, equipment, and transportation to conduct a drop off of empty containers and supplies and/or a pick-up of full containers of waste at County warehouse located at 806 Nicholson St., Joliet, Illinois 60435. (Do not include supply or waste disposal costs here. Supply costs shall be indicated below. Disposal costs from Attachment E are to be used for wastes removed from County Warehouse.)	
Include supply costs only for ten (10) new thirty (30) -gallon fiber drums, and ten new plastic drum liners, storage labels, and transportation labels.	
Include supply costs only for ten (10) clean, empty five (5) - gallon plastic buckets/drums with a screw top lid and storage labels and transportation labels.	

Paint Collection Site Costs [a]	Unit Price
Include all costs for labor, equipment, and transportation to deliver and unload paint/stain collection supplies at local government site to be determined within Will County.	
Include supply costs for a set of paint/stain collection supplies. One set includes a stack of ten wooden pallets, ten new or used cubic yard boxes, ten new cubic yard box liners, and storage labels.	
Include all costs for labor, equipment, and transportation to unload paint collection supplies and to load full cubic yard boxes of paint and/or stain at a local government site to be determined within the County. (Do not include any transportation of paint/or stain to recycling or disposal location. Do not include any disposal costs here.)	
Include all costs to transport a load of cubic yard boxes full of	

paint/stain from a local government site to be determined within the County to a Destination Facility listed by Contractor for this waste stream in Attachment F (Do not include disposal costs here, disposal costs from Attachment E will be used.):	
- Semi/Van-load of latex paint/stains within cubic yard boxes to be transported to Destination Facility listed by Contractor for Recycling.	
- Box truck-load of latex paint/stains within cubic yard boxes to be transported to Destination Facility listed by Contractor for Recycling.	
- Semi/Van-load of latex paint/stains within cubic yard boxes to be transported to Destination Facility listed by Contractor for Solidification & Landfilling.	
- Box truck-load of latex paint/stains within cubic yard boxes to be transported to Destination Facility listed by Contractor for Solidification & Landfilling.	
- Semi/Van-load of latex paint/stains and oil based paint/stains within cubic yard boxes to be transported to Destination Facility listed by Contractor.	
- Box truck-load of latex paint/stains and oil based paint/stains within cubic yard boxes to be transported to Destination Facility listed by Contractor.	
Include all costs to transport a semi/van load of cubic yard boxes full of latex paint only from a local government site to be determined within the County to the following paint reuse facility: Matthew Ministries located at 11060 Kenwood Rd, Cincinnati, Ohio, 45242 (Do not include disposal costs here. Any disposal costs will be handled directly between paint reuse facility and County). Approximate distance/travel time: 310 miles/5 hours.	
- Per mile cost	
- Per trip cost	

Notes:

a. Any and all exceptions to these specifications must be clearly and completely indicated on the bid sheet.
b. Bid in increments of 1% above 500 vehicles. For invoice purposes the following formula example should be used in the case of an increase in participation above 500 vehicles.
   Example: Actual number of vehicles at example event = 560 vehicles
   Unit Price designated by CONTRACTOR for increase in vehicles for each 1% above 500= $25

   560 vehicles – 500 vehicles = 60 vehicles/ 500 vehicles = .12 x 100 = 12(%) x $25 = $300 increase in mobilization costs.

c. Bid in increments of 1% below 500 vehicles. For invoice purposes the following formula example should be used in the case of a decrease in participation below 500 vehicles.
   Example: Actual number of vehicles at example event = 457 vehicles
   Unit Price designated by CONTRACTOR for decrease in vehicles for each 1% below 500 = $25

   500 vehicles – 457 vehicles = 43 vehicles / 500 vehicles = 0.086 x 100 = 8.6(%) x $25 = $215 decrease in mobilization costs.

ATTACHMENT H
LIST OF AVAILABLE DATES
(ATTACH ADDITIONAL PAGES AS NEEDED)

Indicate with a "yes" or "no" the dates listed below within May, June, September, October, and November of 2013, which you are currently available to operate a collection event *(An updated list of unavailable dates will be confirmed with the successful Contractor at a later date):*

Date	**Availability (yes/no)**
May 4, 2013	
May 11, 2013	
May 18, 2013	
June 1, 2013	
June 15, 2013	
June 22, 2013	
June 29, 2013	
September 7, 2013	
September 14, 2013	
September 21, 2013	
September 28, 2013	
October 5, 2013	
October 12, 2013	
October 19, 2013	
October 26, 2013	
November 2, 2013	
November 9, 2013	

Additional available dates will be requested for the remaining portion of the contract at a later date.

ATTACHMENT I
EXAMPLE SITE SAFETY PLAN

INTRODUCTION

The purpose of the site safety plan is to establish requirements for protecting the health and safety of employees of the Contractor, state and local government and the public during all activities conducted at the household hazardous waste collection site.

The County supervisor on site shall be able to request changes or modifications to the site safety plan or operations in regards to improving safe practices at the collection site.

The site safety plan has been written to avoid misinterpretation, ambiguity, and mistakes that verbal orders cause. The plan must be reviewed and approved by qualified personnel.

All organizations, which have an active role at the collection site, must be familiar with the plan.

All workers involved at the collection site must be familiar with the safety plan, or the parts that pertain to their specific activities. It is the responsibility of personnel involved at the site as workers to comply with the requirements in the plan.

All operations and equipment will comply with OSHA Regulations 29 CFR 1910.120 "Hazardous Waste Operations and Emergency Response" and applicable parts of OSHA 29 CFR 1910 and 1926.

[A] Key Personnel

Project Manager/Safety Officer:_____

Alternate:_____

[B] Employee Education and Training

All operational employees participate in routine health and safety education and training programs. These programs directed by the Health and Safety Officer are designed to provide these employees with a thorough knowledge of hazardous materials, health and safety hazard potentials and compliance with federal OSHA 29 CFR 1910.120(e): 40 hours initial instruction, 8 hours refresher training, supervisor's additional 8 hours specialized training, and EPA requirements. As a minimum, this training includes the following:

- General Safety Rules
- Basics of Chemistry
- Basics of Toxicology/Physiology
- Hazardous Materials (types/characteristics)
- Hazard Communication Information
- Respiratory Protection
- Respirator Training
- Chemical Protective Clothing
- Decontamination Procedures/Personal Hygiene
- Fire Prevention/Protection
- First Aid/CPR
- Confined Space Work/Safety
- Atmospheric Testing/Sampling Procedures
- Emergency Response Procedures
- Electrical Hazard
- Federal and State Regulations

[C] Personal Protective Equipment

All Contractor and County personnel in the active work area will be required to wear Modified Level "D" equipment which will be at a minimum:

- Tyvek* Disposable Coveralls
- Steel-toe Chemical Resistant Boots
- Goggles
- Latex Rubber Gloves - inner
- Chemical Resistant Gloves - outer

An alternate ensemble of personal protective equipment may be used by Contractor and County personnel when in the active work area in lieu of the above requirement, when ambient temperature and other ambient climatic conditions so warrant and are authorized in writing by the Agency PM or OSC. The alternate ensemble will consist of at least:

- Tyvek* Disposable Pants
- A chemical resistant apron covering at least the chest and torso
- Chemical resistant sleeve protectors extending from the wrist to above the elbow
- A long-sleeve uniform or work shirt
- Steel-toe Chemical Resistant Boots
- Goggles
- Latex Rubber Gloves - inner
- Chemical Resistant Gloves - outer

In case of an accidental release of lab chemicals to the environment and the Site Safety Officer deems it necessary to go to Level "B", the following personal protective equipment will be required in addition to those items noted above:

- Latex Rubber Gloves - 2 pair
- Forearm Length Butyl Rubber Gloves
- Self-Contained Breathing Apparatus (SCBA)

[D] Medical Surveillance

All employees involved with this project work will participate in a health surveillance program under the direction of an Occupational Physician. This program will include a pre-project medical evaluation and a post-project follow-up examination (when required). The pre-project evaluation will consist of the following:

- Comprehensive Health and Exposure History
- Physical Evaluation
- Urinalysis
- SMAC 24 including total cholesterol and High Density Lipoproteins and GGTP
- Complete blood count (CBC), differential, hematocrit, and hemoglobin
- Chest X-ray
- Pulmonary Function Testing
- Audiometry
- Vision Testing (distant, near, color)

Additionally, each employee will be evaluated to determine if they are physically able to perform work while using respiratory protective equipment in compliance with 29 CFR Part 1910.134 and ANSI Z88.2 1980.

[E] Air Monitoring

Every team involved in this project will have an investigation kit containing the following equipment:

A Combustible Gas Monitor to detect: 1. percent LEL; 2. percent of oxygen; 3. hydrogen sulfide gas parts per million.

CLEAN-UP

Equipment contaminated with hazardous waste will be decontaminated on-site.

[F] Site Control

Physical access into the site shall be along _____
_____
_____.

Restricted site areas shall include, but not necessarily limited to the following:
- Exclusion (hot) zones - Note in detail.
- Contamination Reduction Corridors - Note in detail.
- Support Zone - Note in detail.

Attached is a map of the site with the above areas indicated. Access from the support zone will be such that entry must be made through the contamination reduction corridor in order to get to the exclusion zone. The exclusion zone will be clearly marked with fencing, rope, or barrier tape. Access to the contamination reduction corridor will also be clearly marked and the direction of entry shall be indicated with a sign.

[G] Personal Decontamination

LEVEL D (Modified)
- Remove chemical resistant outer gloves
- Remove Tyvek* coveralls
- Remove hard hat, goggles/safety glasses
- Remove inner disposable latex gloves

LEVEL B
- Remove chemical resistant outer gloves
- Remove Tyvek* coveralls
- Remove first pair of disposable latex gloves
- Remove SCBA
- Remove second pair of disposable latex gloves
- Clean respirator daily

[H] Standard Operating Procedures

A. Personal Precautions
- Eating, drinking, chewing gum or tobacco, smoking, or any practice that increases the probability of hand-to-mouth transfer and ingestion of material is prohibited in any area designated contaminated.

- Hands and face must be thoroughly washed upon leaving the work area.

- Whenever decontamination procedures for outer garments are in effect, the entire body should be thoroughly washed as soon as possible after the protective garment is removed.

- No facial hair, which interferes with a satisfactory fit of the mask-to-face-seal, is allowed on personnel required to wear respirators.

- Contact with contaminated or suspected contaminated surfaces should be avoided. Whenever possible, do not kneel on ground, lean, sit, or place equipment on drums, containers, or the ground.

- Medicine and alcohol can potentate the effects from exposure to toxic chemicals. Personnel should not take prescribed drugs on response operations where the potential for absorption, inhalation, or ingestion of toxic substances exists unless specifically approved by a qualified physician. Alcoholic beverage intake should be avoided.

- All personnel must be familiar with standard operating safety procedures and any additional instructions and information contained in the Site Safety Plan.

B. Operations

- All personnel going on-site must be adequately trained and thoroughly briefed on anticipated hazards, equipment to be worn, safety practices to be followed, emergency procedures, and communications.

- All personnel going into areas designated for wearing protective equipment must wear respiratory protective devices and clothing.

- Personnel on-site must use the buddy system when wearing respiratory protective equipment. As a minimum, a third person, suitably equipped as a safety backup, is required during extremely hazardous situations.

- During operations, on-site workers act as safety backup to each other. Off-site personnel provide emergency assistance.

- Personnel should practice unfamiliar operations prior to doing the actual procedure.

- Entrance and exit locations must be designated and emergency escape routes delineated. Warning signals for site evacuation must be established.

- Communications using radios, hand signals, signs, or other means must be established before mobilization. Emergency communications should be prearranged in case of radio failure, necessity for evacuation of site, or other reasons.

- Wind indicators visible to all personnel should be strategically located throughout the site.

- Personnel and equipment in the contaminated area should be minimized, consistent with effective site operations.

- Work areas for various operational activities must be established.

- Procedures for leaving a contaminated area must be planned and implemented prior to going on-site. Work areas and decontamination procedures must be established based on expected site conditions.

- **Flammable liquid bulking area**—Proper bonding methods shall be utilized between all containers of flammable liquids being emptied and receiving drums. Proper grounding methods shall be utilized between bulking drums and the ground. The grounding wire(s) or cable(s) between the ground and drums shall be tested with an ohm meter. Acceptable ohm meter readings for the

ground should be less than 25 ohms and usually at 1 ohm. A fire extinguisher should also be located in this area. Proper PPE to be worn in this area includes flame retardant aprons or smock, gloves, goggles, and at least a half mask air purifying respirator.

- [I] Contingency Plan

The hazard that is most likely to happen is an accidental spill of material. Although all precautions will be taken to prevent breakage of household chemical containers, the Contractor must be prepared as this type of accident is the most likely incident to occur. The Contractor must identify and assess the most vulnerable resources nearby or pathways that a contaminant may travel to vulnerable resources nearby, such as a storm drain within a parking lot. Such pathways shall be protected to prevent contamination and to minimize hazards. In order to prevent as many spill opportunities as possible plastic bins will be utilized at the collection tables and the sorting tables.

INFORMATION

A red bulletin board will be placed in a conspicuous area. It will have the phrase "Emergency Information" in a contrasting color. Attached to the board will be:

Site Emergency Procedures:

- Listing names and emergency function of on-site personnel.
- Location of nearest telephones_____.
- Alternative means of emergency communication.

Copies of the following information will be collected for each site, posted in site trailers, kept in all site vehicles, and provided to responsible personnel in charge on-site.

The name, address, and telephone number for the local emergency services shall be compiled for this list. The following shall be included: ambulance, hospital, poison information center, fire department, police department, sheriff, airport, and state police.

HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM AGREEMENT

THIS AGREEMENT TO PROVIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES, (hereinafter referred to as "Agreement") made and entered into as of this_____day of_____, in the year of 2013, is by and between Will County (hereinafter referred to as "COUNTY") and_____ (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the Illinois Solid Waste Planning & Recycling Act mandates counties to plan for the management of solid waste; and

WHEREAS, the COUNTY has adopted a solid waste management plan entitled the County of Will Solid Waste Management Plan, January, 1991, the Solid Waste Management Plan Update, March, 1996, the Solid Waste Management Plan Update, 2001 amended in 2006, and the Solid Waste Management Plan Update, November, 2008;

WHEREAS, in keeping with the County's Solid Waste Plan, Will County would like to provide for the safe collection, appropriate management, transportation, and disposal or recycling of Household Hazardous Waste through Collection Events, Drum Pickups from County Warehouse; and Paint Collection Sites;

WHEREAS, _____ has been selected by the COUNTY to provide the required operational and support services.

NOW, THEREFORE in consideration of the premises and mutual covenants contained in this Agreement, the parties agree that:

ARTICLE 1.0
DEFINITIONS

Section 1.1 Definitions. For the purposes of this Agreement, the following words and phrases shall be interpreted as follows:

"Act" means the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.

"Acceptable Waste" means the material described in Section 7.1 for which CONTRACTOR is licensed, permitted and otherwise authorized to pickup from County Warehouse, Paint Collection Sites, and to collect from Eligible Participants at Mobile HHW Collections for processing, packaging, transportation, recycling, treatment, storage, and or disposal.

"Certificate of Destruction" means the document submitted by CONTRACTOR to COUNTY as evidence that materials collected, packaged and manifested for disposal by means of destructive incineration were in fact completely destroyed at a fully licensed and permitted incinerator.

"Certificate of Disposal" means the document submitted by CONTRACTOR to COUNTY as evidence that materials collected, packaged and manifested for disposal by means of landfilling at a fully licensed and permitted landfill.

"Certificate of Recycling" means the document submitted by CONTRACTOR to COUNTY as evidence that materials collected, packaged and manifested for disposal by means of recycling or reclamation or reuse at a fully licensed and permitted facility.

"Certificate of Tracking" means the document submitted by CONTRACTOR to COUNTY as evidence of the location of materials collected, packaged and manifested for disposal by means of destructive incineration but not yet completely destroyed at a licensed, permitted facility.

"Collection Day" means a day or any portion thereof during which CONTRACTOR conducts a Mobile HHW Collection at the direction of the COUNTY.

"Collection Event" means a Mobile HHW Collection conducted by the CONTRACTOR at the direction of the COUNTY.

"Collection Event Site" means the location provided by a Host Community or Host Business and used by the CONTRACTOR to conduct a Mobile HHW Collection.

"County Site Manager" means the delegated representative of the Will County Land Use Department, Resource Recovery & Energy Division.

"County Warehouse" means a County operated facility located at 806 Nicholson St, Joliet, Illinois 60435

"De-mobilization" means the transportation of all personnel, equipment, supplies and incidentals required to perform the services described in this Agreement from the Collection Event Site.

"DOT" means the United States Department of Transportation.

"Eligible Participants" means a resident or a local government of Will County bringing residentially generated waste materials to a collection event. Individuals attempting to deliver commercial, institutional, or other non-residential wastes are not Eligible Participants.

"EPA" means the United States Environmental Protection Agency and/or the Illinois Environmental Protection Agency.

"Facility" means a storage, treatment, and/or disposal facility owned, operated, or approved by CONTRACTOR, and which is permitted to accept waste materials under applicable laws and regulations.

"HHW" means household hazardous waste.

"HHW Collection Program" means the County operated program that provides collection and proper disposal of Acceptable Wastes from County residents through Collection Events and Drum Delivery and Pick-ups from County Warehouse.

"Host Community" means a municipality, township or other public entity providing a site for a Collection Event.

"Host Entity" means a business, person or other private entity providing a site for a Collection Event.

"Mobile HHW Collection" means an operation where services are performed as described in this agreement to accept, prepare, and transport Acceptable Wastes from Eligible Participants to a Facility.

"Mobilization" means the transportation of all personnel, equipment, supplies and incidentals required to perform the services described in this Agreement to and from the Collection Event Site.

"Paint Collection Site" means a location within the County where paint is collected from residents by a County partner, such as a local township or municipal government, then sorted, packaged, and stored in preparation for transportation off-site.

"Profile Sheet" means a standard CONTRACTOR Generator's Waste Profile Sheet executed by the Generator (as defined in 40 CFR 260.10).

"Restricted Access Area" means any clearly designated, cordoned-off portions of a Collection Event Site location that are only open to authorized CONTRACTOR and COUNTY personnel wearing appropriate personal protective equipment.

"Segregation and Packaging Area" means a Restricted Area at a Collection Event Site used to further analyze, segregate, and package Acceptable Wastes.

"Services" means analytical, collection, management, treatment, remediation, transportation, disposal and recycling services and such other services, which CONTRACTOR may perform from time to time with respect to COUNTY'S waste materials.

"Site Set-Up" means any unloading, assembly, or other preparation work required at the completion of Mobilization to establish a fully operational Mobile HHW Collection.

"Site Tear-Down" means any loading, disassembly, Collection Event Site cleanup, or other preparation work required at the completion of a Collection Event to ready CONTRACTOR'S personnel and equipment for De-mobilization.

"Technical Services Manager" means the individual employee of the CONTRACTOR responsible for the overall management and operation of work conducted under this agreement. The Technical Services Manager shall have sufficient authority and discretion to make field decisions and commitments on behalf of CONTRACTOR.

"Unacceptable Waste" means material delivered to a Collection Event in an unmarked container or material that has physical characteristics inconsistent with a label on its container and is unidentifiable by the Contractor or which has physical characteristics which otherwise suggest, indicate or demonstrate that the container or material is not eligible for consideration under the terms and conditions of this agreement, or applicable and/or relevant Federal, State and/or local statute, law, rule, regulation or ordinance.

"Unknown Waste" means material delivered to a Collection Event in an unmarked container or material that has physical characteristics inconsistent with a label on its container and is unidentifiable by the Contractor or which has physical characteristics which otherwise suggest, indicate or demonstrate that the container or material is not eligible for consideration under the COUNTY'S Solid Waste Management Plan (as amended), terms and conditions of this agreement, or applicable and/or relevant Federal, State and/or local statute, law, rule, regulation or ordinance.

"Waste Receipt Area" means the area at a Collection Event Site used to perform initial waste screening and unloading of vehicles belonging to Eligible Participants.

Section 1.2 **Undefined Terms.** Terms not specifically defined in Section 1.1 of this Agreement shall take on their generally accepted meanings.

ARTICLE 2.0
SCOPE OF AGREEMENT

Section 2.1 **Cooperation.** The parties shall cooperate and use their best efforts, pursuant to the terms of this Agreement, to facilitate the operation of the HHW Collection Program. Accordingly, the parties agree in good faith to undertake the resolution of disputes, if any, in an equitable and timely manner.

Section 2.2 **General County Responsibilities.** COUNTY shall be responsible for the following activities during the term of this Agreement and any extensions in time thereof:

(a) Identification and procurement of suitable locations for mobile HHW collection events.

(b) Coordination of communications between the CONTRACTOR and the communities, businesses, and/or property owners hosting Collection Events or Paint Collection Sites.

(c) Publication of the times, dates and locations of Collection Events. The COUNTY shall also make a reasonable effort to educate Eligible Participants regarding acceptable HHW materials.

(d) Provide directional signage outside of collection event sites and signage placement on the day of the Collection Events.

(e) Traffic control, including queuing and staging of vehicles of Eligible Participants outside and inside the Collection Event Site, before they reach the Waste Receipt Area.

(f) Provide event staff or volunteers to take survey data, direct traffic, and distribute educational materials. Provide Contractor with approximate number of event staff or volunteers, which will range from 4 to 10, working Collection Event at least 14 days prior to Collection Events.

(g) Provide an estimate of approximate number of vehicles anticipated at Collection Event.

(h) Properly package drums containing Acceptable Wastes picked up by Contractor from County Warehouse and containers of paint picked up by Contractor from Paint Collection Sites per Contractor's requested methods or specifications.

(i) Coordinate with receiving latex paint recycling or reuse facility to accept and unload truck loads of latex paint picked up from County Paint Collection Sites and transported by Contractor.

Section 2.3 **General Contractor Responsibilities.** CONTRACTOR shall be responsible for the following activities during the term of this Agreement and any extensions in time thereof:

a) Provide the services detailed in this Agreement and the contractor's response thereto, if any. In the event of a conflict between or among this Agreement or responses thereto it is agreed that the terms of this Agreement, to the extent of any conflict, are controlling.

b) Provide all management, supervision, personnel, tools, materials, equipment, services, and supplies necessary to conduct the services detailed in this Agreement in accordance with the terms and provisions of this Agreement.

c) Package, load, and safely transport all HHW accumulated, collected, or picked up during the performance of the services detailed in this Agreement to an appropriate recycling, treatment, storage and disposal facility in compliance with all applicable laws and regulations and in accordance with the terms and provisions of this Agreement.

d) Store, recycle, treat, and or dispose all household hazardous wastes or wastes generated from the services conducted under this Agreement in compliance with all applicable laws and regulations and in accordance with the terms and provisions of this Agreement.

e) Prepare and package containers to minimize space within the container and to minimize the number of containers requiring disposal and transportation from Mobile HHW Collection to a Facility.

f) Provide traffic control barriers and/or signs within the Collection Event Site area as required for traffic control to slow down and direct traffic into the vehicle unloading area and to restrict access to the Contractor sorting, packaging and loading areas. The CONTRACTOR shall take reasonable measures to minimize or alleviate the staging of vehicles within and outside the Collection Event Site.

g) Provide at least a cold lunch and bottled water to Collection Event staff and volunteers conducting traffic control, surveys, and distribution of County informational materials.

h) Deliver drums and associated supplies to County Warehouse and pick up full drums of Acceptable Wastes from County Warehouse upon County request within 14 business days.

i) Deliver and unload paint collection supplies at Paint Collection Sites. Pick-up and load cubic yard boxes on pallets full of residentially generated paint or stain at Paint Collection Sites. Transport truck loads of paint and/or stain to Contractor list Destination Facility or transport truck loads of latex paint to County determined latex paint recycling or reuse facility.

j) Preparing and submitting all reports, invoices, and other documentation required for the fulfillment of the CONTRACTOR'S responsibilities under this Agreement.

ARTICLE 3.0
TERM OF AGREEMENT

Section 3.1 **Term of this Agreement.** The term of this Agreement will be between May 1, 2013 through April 30, 2016. Service will commence May 1, 2013 after County Board approval.

ARTICLE 4.0
HHW COLLECTION EVENTS, DRUM DELIVERY AND PICKUP FROM COUNTY WAREHOUSE, PAINT COLLECTION SITE DELIVERY, LOADING, AND TRANSPORT

Section 4.1 **Planning of Collection Events.**

(a) CONTRACTOR input will be requested regarding the calendar dates and times for the scheduling of Collection Events, however, the COUNTY shall have ultimate discretion over the dates, times, duration, and collection sites.

(b) The COUNTY shall make available to CONTRACTOR all information it has regarding the waste materials to be collected and the surface of the Collection Event Site. The COUNTY'S responsibility to promptly disclose information pursuant to this Section shall be on-going.

(c) The CONTRACTOR shall provide specific criteria, such as parking lot size or surface requirements, for the evaluation of potential Collection Event Sites. The CONTRACTOR and the COUNTY shall jointly review and approve Collection Event Sites. Joint review of potential Collection Event Sites shall include a walkthrough by representatives of the CONTRACTOR and the COUNTY at least 14 days before the Collection Event.

(d) The CONTRACTOR shall provide adequate staffing, equipment, and supplies for each scheduled Collection Event. The CONTRACTOR shall consider the commitments of this Agreement when undertaking other projects that may jeopardize the CONTRACTOR'S ability to commit additional personnel, equipment and supply reserves available to Collection Events in accordance with Section 4.7(b).

(e) The CONTRACTOR shall prepare customized Collection Event Plans for each Collection Event. Collection Event Plans will include site specific maps, a site specific Site Safety Plan, proposed CONTRACTOR staffing levels (based upon County's estimated participation), and an event-specific detailed equipment listing. The Collection Event Plan will also describe and provide a timetable for mobilization, Site Set-Up, Site Tear Down and de-mobilization. COUNTY and CONTRACTOR shall mutually agree upon all timetables set forth in the Collection Event Plan. Site Specific maps will include a traffic flow pattern diagram, a Collection Site layout diagram, and maps required to illustrate the Site Safety Plans. The site layout plan shall provide for a contamination reduction zone separating the Waste Receipt Area from the Segregation and Packaging Area. To the degree applicable, any provision in a Collection Site Plan that conflicts with this Agreement, this Agreement shall control. Site Safety Plans shall contain information equivalent to the example provided in Attachment J of the RFP.

(f) The CONTRACTOR shall submit Collection Event Plans to the COUNTY at least 7 days before the date of a Collection Event. The CONTRACTOR will make a reasonable effort to modify or amend a Collection Event Plan to address questions and concerns raised by the COUNTY or the respective Host Community or Host Entity.

(g) The COUNTY shall work in conjunction with the respective Host Community or Host Entity to publicize each Collection Event. The COUNTY will take reasonable steps to keep the CONTRACTOR informed of the content and scope of its publicity efforts. The CONTRACTOR shall not perform any publicity or public education activities relating to the services rendered under this Agreement without prior authorization from the COUNTY.

(h) The CONTRACTOR shall submit a certificate of insurance consistent with Article 9 of this Agreement and an indemnification agreement which identifies and holds the COUNTY harmless from any claims, demands, suits, or causes of action which may arise as a result of CONTRACTOR'S failure to comply with the provisions of this Agreement to the Host Community and Host Entity at least fourteen (14) days prior to the date of a Collection Event. Such certificate of Insurance shall list the COUNTY, the Host Community, and Host Entity as an additional insured. Such indemnification agreement shall designate the Host Community, Host Entity, and Eligible Participants as a party directly indemnified by CONTRACTOR. CONTRACTOR shall provide COUNTY with copies of the certificates and agreements issued pursuant to this Section.

(i) COUNTY has all necessary authority to enter into this Agreement with respect to such waste materials;

(j) COUNTY is under no legal restraint which prohibits the transfer of possession of such waste materials to CONTRACTOR; and

(k) COUNTY shall comply with all applicable statutes, ordinances, laws, orders, rules and regulations.

Section 4.2 **<u>Mobilization and Site Set-Up for Collection Events</u>.**

(a) The CONTRACTOR shall be responsible for all Mobilization and Site Set-Up operations required establishing each Collection Event Site. Mobilization and Site Set-Up operations shall be performed in accordance with the Collection Event Plan and this Agreement.

(b) The deadline for the CONTRACTOR'S completion of Mobilization and Site Set-up operations shall be one-half hour before the scheduled starting time detemined by the County for the Collection Event. The absence of the COUNTY'S Site Manager shall not excuse CONTRACTOR from its responsibility for meeting deadlines for Mobilization and Site Set-up.

(c) In no circumstances shall CONTRACTOR perform any act that will permanently alter, change or damage the Collection Event Site without prior permission from the COUNTY and the Host Community or Host Entity. CONTRACTOR shall include any requests for permission to perform any act otherwise prohibited in this provision in the Collection Event Plan. COUNTY and the Host Community or Host Entity may, at their sole discretion, grant or deny a request for permission made in the Collection Event Plan or made by CONTRACTOR'S Technical Services Manager during a Collection Event. Permanent change, alteration or damage to shall include the destruction, defacing, or modification of any surface, structure, real estate or other property at Collection Event Site beyond normal wear and tear. The CONTRACTOR shall provide a plastic liner/sheet, or an impervious tarp in the vehicle unloading area, and in the waste segregation and packaging areas. The plastic liner/sheet or tarp must be of a thickness so that vehicle traffic does not cause rolling, tearing, or a breach in the liner or tarp.

Section 4.3 **<u>Collection Event Site Utilities</u>.**

(a) CONTRACTOR shall be solely responsible for the provision of adequate electricity, potable and non-potable water, portable human sanitation units, a hand wash station, and any other utilities required for the Contractor's operation of each Collection Event Site. At least one portable human sanitation unit (i.e. portable toilet) must be provided by Contractor at each Collection Event Site during Collection Event, unless Host Community or Host Entity provides permission for Contractor to utilize a restroom or unit already on site.

(b) The inability of a Host Community or Host Entity to provide access to utilities shall not constitute a sufficient cause for CONTRACTOR to exclude their location as a potential Collection Event Site, and if necessary, the CONTRACTOR may arrange for the provision of necessary utilities to a Host Community or Host Entity Site at CONTRACTOR'S own expense.

Section 4.4 **Collection Event Site Operations.** The CONTRACTOR shall be responsible for the operation of each Collection Event Site. Site operations shall include, but is not limited to, the provision of appropriate traffic control barriers once vehicles have passed County survey point, unloading of vehicles, protection of property or parking lot in unloading and packaging areas, screening of incoming waste, classification, segregation and temporary storage of incoming materials, identification of unknowns and temporary storage of incoming materials, loading of materials, transportation of all materials and waste off-site, and performed in accordance with the Collection Event Plan.

Section 4.5 **Traffic Control on Collection Event Site.**

(a) CONTRACTOR shall provide traffic control barriers inside the collection site area as required for traffic control, limiting access to restricted areas (i.e. Contractor loading and unloading area, areas of forklift operation), and any signage deemed necessary for efficient operation of the Collection site.

(b) CONTRACTOR shall be responsible for traffic control, including queuing and staging of vehicles of Eligible Participants, once they have passed the COUNTY's survey point within the Collection Event Site. CONTRACTOR shall work with COUNTY to minimize or alleviate the staging of vehicles outside the Collection Event Site.

(c) COUNTY shall be responsible for signage and traffic control at the Collection Event Site up to the COUNTY survey point and after vehicles leave the waste unloading area.

Section 4.6 **Restricted Access Areas of Collection Event Site.**

(a) CONTRACTOR shall establish and maintain clearly designated, cordoned-off or otherwise secure portions of each Collection Event Site that are only open to authorized CONTRACTOR and COUNTY personnel wearing appropriate personal protective equipment. Restricted Access Areas shall include, but may not be limited to, supply unloading areas, waste segregation, sorting, packaging, loading, and areas of forklift operation.

(b) CONTRACTOR shall be responsible for maintaining the security in Restricted Access Areas at all times.

Section 4.7 **Collection Event Site Personnel.**

(a) CONTRACTOR shall provide all personnel required to operate the Collection Site and fulfill all other responsibilities pursuant to this Agreement. All personnel utilized by CONTRACTOR shall be fully trained and equipped in accordance with all applicable regulations. CONTRACTOR shall provide COUNTY with sufficient verification of compliance with this provision upon request.

(b) CONTRACTOR staffing at each Collection Event shall be maintained in a manner consistent with the Collection Event Plan. At least five (5) days prior to each Collection Event, if it appears that participation will vary significantly from the level anticipated in the Collection Event Plan, COUNTY may request that CONTRACTOR increase or decrease staffing to meet anticipated levels. CONTRACTOR shall make every reasonable effort to accommodate COUNTY's request to modify Collection Event Site staffing. CONTRACTOR'S staffing shall not deviate from the Collection Event Plan without prior permission from the County's Site Manager.

(c) Prior permission from the County's Site Manager to vary Collection Site staffing levels shall not excuse CONTRACTOR from any of its responsibilities pursuant to the Collection Event Plan and this Agreement including, but not limited to, the minimization of delays in vehicle unloading or timely Collection Site De-mobilization.

(d) CONTRACTOR personnel shall adhere to any and all Collection Event Site requirements of the Host Community or Entity, such requirements may be, but not limited to, the prohibition of smoking within a specified area or property. Smoking and/or chewing tobacco on school property in Illinois is strictly prohibited.

Section 4.8 **Preliminary Waste Screening and Unloading of Vehicles at Collection Events.**

(a) CONTRACTOR shall be responsible for unloading of the vehicles of Eligible Participants. CONTRACTOR personnel shall confirm that individuals are delivering Acceptable Wastes and are Eligible Participants as defined in Section 1.1. CONTRACTOR shall take reasonable measures to make sure that all participants remain in their vehicles at all times. Waste brought to Collection Event(s) by Ineligible Participants will not be accepted. Before unloading a vehicle, CONTRACTOR will perform a preliminary screening of the material to determine the presence of radioactive and other Unacceptable wastes as defined in Section 7.2.

(b) Unacceptable Waste identified during the preliminary screening will not be unloaded. CONTRACTOR shall collect information regarding Unacceptable Waste as required pursuant to Section 6.2 (b)(ii). The COUNTY'S on-site representative shall be notified if a dispute arises regarding the acceptability of wastes brought by any Eligible Participant. CONTRACTOR may provide alternative disposal and storage information to Eligible Participants attempting to deliver Unacceptable Waste.

(c) Materials delivered by Eligible Participants deemed to be Acceptable Wastes during the preliminary screening process shall be unloaded by CONTRACTOR personnel. Vehicle unloading operations shall be conducted in a safe, efficient manner. At all times, the CONTRACTOR shall maintain conditions in the Waste Receipt Area to minimize the potential for accidents, spills, and injuries.

(d) The CONTRACTOR shall have equipment, such as a drum grabber attachment for a forklift, available during the event to remove bulk containers, such as drums up to 55-gallon in size, of Acceptable Waste from the vehicles of Eligible Participants. Acceptable wastes within leaking drums or drums in poor condition brought to the event by Eligible Participants must be transferred to CONTRACTOR provided containers or if deemed necessary by CONTRACTOR, overpacked into another drum.

(e) The CONTRACTOR shall accept containers of Acceptable Wastes, such as non-DEA controlled pharmaceuticals, medications, and personal care products, within drums that are delivered to the Mobile HHW Collection events by local governments that collect these wastes from County residents as partners in the County's Household Hazardous Waste Collection Program. The CONTRACTOR shall provide a new 30-gallon fiber drum, drum liner, and labels for each container of Acceptable Wastes dropped off by the local government. The CONTRACTOR will be informed by COUNTY prior to event the number of drums scheduled by COUNTY to be dropped off at Mobile HHW Collection event by local governments. On average two to five drums are dropped off by local governments per event.

Section 4.9 **Secondary Waste Screening and Segregation of Acceptable Wastes at Collection Events.**

(a) After unloading Acceptable Waste from the vehicles of Eligible Participants at Collection Events, the CONTRACTOR shall transfer the material to the Segregation and Packaging Area and perform a secondary screening. During the secondary screening process CONTRACTOR personnel shall perform appropriate tests necessary to further identify, classify and segregate incoming Acceptable Waste.

(b) CONTRACTOR shall stage segregated wastes destined for recycling, treatment or disposal in a safe manner allowing for efficient bulking and packaging operations.

Section 4.10 **Drum Delivery and Pick up from County Warehouse.**

(a) CONTRACTOR shall provide and deliver empty containers, drum liners, storage and transportation labels to the COUNTY Warehouse upon request by the COUNTY. Container quantity, size, and composition as specified and requested by COUNTY shall be provided and delivered by CONTRACTOR.

(b) CONTRACTOR will load and pickup full containers containing Acceptable Wastes, which will typically include non-controlled old or unused medication, personal care products, mercury containing items, aerosol inhalers, and/or used sharps or needles. A minimum of ten full containers will be loaded and picked up per request by COUNTY. COUNTY will provide an approximate number of full drums and types of waste streams to be picked up within request of service from CONTRACTOR.

(c) CONTRACTOR shall conduct delivery of empty containers and pickup of full containers within 14 business days from the request received by the COUNTY unless a later date is agreed upon by the COUNTY.

(d) Due to County Warehouse location and configuration, Contractor will utilize a straight truck, not a tandem truck, for pickup and delivery of containers.

Section 4.11 <u>Paint Collection Site Delivery, Loading, and Transport.</u>

(a) CONTRACTOR shall provide, deliver, and unload paint collection supplies consisting of cardboard cubic yard boxes, pallets, plastic liners for cubic yard boxes, storage, and transportation labels to Paint Collection Sites within the COUNTY upon request by the COUNTY. Actual number of supplies to be delivered and specific delivery location will be provided to CONTRACTOR at time of COUNTY request for delivery.

(b) CONTRACTOR shall load cubic yard boxes full of paint onto CONTRACTOR provided truck from Paint Collection Site. Cubic yard boxes will be prepackaged with paint by COUNTY or COUNTY's local government partner according to CONTRACTOR'S specifications for transport. CONTRACTOR will seal and label cubic yard boxes as required prior to transport.

(c) At the COUNTY's discretion and dependent on paint type, quality, and quantity of paint loaded from the Paint Collection Site the CONTRACTOR will be requested to either transport truck loads of paint to a Destination Facility listed by CONTRACTOR within Attachment F of this Agreement or to transport truck loads to a latex paint reuse or recycling facility selected by the COUNTY that may not be listed by the CONTRACTOR as a Destination Facility. Only truckloads of reusable latex paint will be requested for transport to the COUNTY selected latex paint reuse or recycling facility. Truckloads of latex paint will be unloaded by forklift by personnel at COUNTY selected latex paint reuse or recycling facility.

(d) CONTRACTOR shall conduct delivery of paint collection supplies and/or pickup of full containers within 14 business days from the request received by the COUNTY unless a later date is agreed upon by the COUNTY.

(e) CONTRACTOR shall provide a pallet jack and utilize a truck equipped with a hydraulic lift for delivery, loading, and unloading at Paint Collection Sites.

Section 4.12 <u>Bulking and Packaging of Acceptable Wastes</u>.

(a) CONTRACTOR shall bulk, loose pack in consumer packaging, or lab pack segregated Acceptable Wastes in accordance with DOT regulations. All bulking and packing must be performed in the Segregation and Packaging Area. Bulking will be the preferred method of packaging for high volume liquids such as used oil, antifreeze, and most flammable liquids, if it is deemed less costly for each particular waste stream and not excessively time consuming so as to hinder efficient Collection Event operation. When loose packing and lab packing is necessary, CONTRACTOR shall take appropriate steps to assure that containers and packing materials are used in a manner that will fully use the legal capacity of each container. Upon COUNTY request, the CONTRACTOR shall allow the COUNTY to view contents of a container to verify its capacity.

(b) The COUNTY will package Acceptable Wastes in containers that are picked up by CONTRACTOR at COUNTY Warehouse in accordance with DOT regulations and CONTRACTOR specified methods.

(c) The COUNTY and/or COUNTY local government partner will package Paint in containers that are picked up by CONTRACTOR at Paint Collection Sites in accordance with DOT regulations and CONTRACTOR specified methods.

(d) Bulking and packaging operations will be conducted in a manner that will minimize the potential for spills, fire, reaction, injury, and any other type of accident. CONTRACTOR shall provide for adequate spill containment and fire suppression capability in Segregation and Packaging Area at Mobile HHW Collections.

(e) CONTRACTOR personnel shall affix all required DOT and EPA labels to all drums or other containers containing Acceptable Waste at the time the waste is packaged at Mobile HHW Collection or before loading container into vehicle for off-site transport from COUNTY Warehouse.

Section 4.13 Manifesting and Documentation.

(a) CONTRACTOR shall generate and maintain all documentation including, but not limited to, manifests and/or bill of ladings required affecting the transportation of Acceptable Wastes in accordance with applicable regulations. All manifests and other documents shall designate the CONTRACTOR as generator.

(b) The required documentation for each container of Acceptable Waste shall be completed before being loaded into a vehicle for off-site transport.

(c) CONTRACTOR'S Technical Services Manager shall allow COUNTY's Site Manager or designee to review all completed manifests and other required documentation for each transport load of Acceptable Waste before its removal from the Collection Event Site, COUNTY Warehouse, or Paint Collection Site.

Section 4.14 Interim Storage and Removal of Acceptable Wastes from Collection Events.

(a) CONTRACTOR shall provide for the safe interim storage of containerized Acceptable Waste before loading and removal from the Collection Event Site. Only Restricted Access Areas shall be used for interim storage purposes. Interim storage operations shall be conducted in accordance with the Collection Event Plan and all applicable regulations. COUNTY shall provide for safe storage of containerized Acceptable Waste before loading and removal from the COUNTY Warehouse.

(b) CONTRACTOR shall load and transport materials collection from Collection Event in a manner which will prevent the amount of Acceptable Waste in interim storage from exceeding maximum levels established in the Collection Event Plan.

(c) CONTRACTOR shall take reasonable steps to minimize the overnight outdoors-interim storage of containerized Acceptable Waste at Collection Event Site, if the Collection Event Plan and any applicable regulations permit such storage.

Section 4.15 Collection Site Security. CONTRACTOR shall be responsible for security at the Collection Event Site at all times after commencement of Mobilization until successful tear-down, De-mobilization and ultimate departure from the site. CONTRACTOR shall remain responsible for Collection Site security as long as Contractor supplies or equipment is on site during hours when the site is not open for HHW collection.

Section 4.16 Site Tear-Down and De-mobilization.

(a) The CONTRACTOR shall be responsible for the Site Tear-Down and De-mobilization operations required to close down each Collection Event Site. Site Tear-Down and De-mobilization operations shall be performed in accordance with the Collection Event Plan and this Agreement.

(b) The deadline for the CONTRACTOR'S completion of Site Tear-Down and De-mobilization operations for each respective event shall be specified in the Collection Event Plan pursuant to Section 4.1. Generally Site Tear Down should be completed within two (2) hours after Collection Event ends. In no event shall the deadline for completion of Site Tear-Down and Demobilization be later than 24 hours after the cessation of HHW collection activities without the COUNTY'S prior written authorization.

(c) Site-tear down and De-mobilization shall include, but is not limited to, the clean-up of any spills, the removal of all of CONTRACTOR'S equipment and supplies, manual sweeping of the parking lot, removal of litter including blown litter resulting from event operations, and removal of all wastes generated during the Collection Event at the sole cost and expense of CONTRACTOR. CONTRACTOR shall provide a street sweeper or other necessary cleaning equipment within 48 hours after the scheduled end time of the event at the sole cost and expense of CONTRACTOR for additional cleanup of Collection Event Site if COUNTY or Host Community or Entity determines CONTRACTOR's clean-up actions have been inadequate. Site Tear-Down and De-mobilization shall not be deemed complete until the Collection Event Site is returned to its pre-event condition.

ARTICLE 5.0
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT

Section 5.1 Transportation.

(a) The CONTRACTOR, or its subcontractors, shall be solely responsible for the transportation of all wastes accepted during each Collection Event, except for certain waste streams that may be handled by a separate COUNTY contractor. The CONTRACTOR vehicles used to transport hazardous wastes, special wastes, or general material to or from the Collection Event Site, County warehouse, or Paint Collection Site shall be properly licensed and permitted to haul such wastes or material. Wastes shall only be transported to fully licensed and permitted recycling, treatment, storage, or disposal facilities for such wastes.

(b) CONTRACTOR'S waste packaging and transportation operations shall comply with HM-181, HM-126 (f), DOT, EPA and any other applicable statutes, laws and/or rules and regulations. All wastes shall be labeled and manifested in accordance with all applicable regulations before being transported from the Collection Event Site, County Warehouse, or Paint Collection Site.

(c) Removal of hazardous, special, or general refuse waste from the Collection Event Site, County Warehouse, or Paint Collection Site shall be performed in a manner that will minimize any disruptions of the Collection Event or Site as well as "minimize" the potential for accidents, injuries, and property damage.

(d) CONTRACTOR shall provide appropriate documentation of the transportation of hazardous, special, or general refuse waste collected at each Collection Event, picked up from County Warehouse, or Paint Collection Site to COUNTY in a timely manner.

Section 5.2 Recycling, Treatment, Storage, and Disposal.

(a) The CONTRACTOR, or its subcontractors, shall be solely responsible for recycling, treating, storing, or disposing of all wastes accepted during each Collection Event, or picked up from County Warehouse, or picked from County Paint Collection Site, except for latex paint transported directly to County determined latex paint reuse or recycling facility if not listed by CONTRACTOR as a

Destination Facility on Attachment F of this Agreement. The County reserves the right to accept or reject the use of any such treatment, storage, or disposal facility.

(b) CONTRACTOR shall use only fully licensed and permitted recycling, treatment, storage, or disposal facilities to manage, transfer, treat, recycle, incinerate, fuel blend, and/or dispose wastes. The COUNTY will be responsible for verification of license or permits required for County determined latex paint reuse or recycling facility if not listed by CONTRACTOR as a Destination Facility on Attachment F of this Agreement.

(c) If CONTRACTOR delivers a waste stream from a Collection Event to a recycling, treatment, or disposal facility, and the waste stream is found to be contaminated with polychlorinated biphenyl's (PCBs), the Contractor has the sole responsibility for all non-conforming waste including analytical test results verifying the PCB contamination and its subsequent management, transportation and disposal, except for latex paint transported to County determined latex paint reuse or recycling facility if not listed by CONTRACTOR as a Destination Facility on Attachment F of this Agreement. These additional costs shall be included within initial event invoice, when possible. If a separate invoice is necessary, it must be submitted as soon as possible.

(d) CONTRACTOR shall consider recycling waste streams or waste materials as a first option. With treatment, fuel blending, and/or incineration to be considered next. Landfilling shall be considered as the disposal method of last resort. CONTRACTOR shall exhaust recycling, treatment and all other alternative treatment/disposal methods before landfilling wastes received from Collection Events. The COUNTY may direct CONTRACTOR to manage certain wastes using specific disposal methods listed by CONTRACTOR in Attachment E of this Agreement for program cost reduction purposes.

(e) Recyclables (i.e. uncontaminated cardboard boxes) generated from each Collection Event must be hauled to a recycling facility and be recycled. CONTRACTOR shall be required to recycle all non-contaminated cardboard. Documentation confirming recycling shall be submitted to County with Collection Event Report.

(f) The COUNTY shall not be responsible for any costs incurred as a result (directly or indirectly) of a reuse, recycling, treatment, storage, or a disposal facility's refusal to accept such wastes from CONTRACTOR. This includes the transport, re-packing and manifesting of such misdirected or rejected wastes including manifest discrepancies.

(g) CONTRACTOR shall provide appropriate documentation confirming the recycling, treatment, storage, and/or disposal of hazardous, special, or general refuse waste from each Collection Event, County Warehouse drum pickup, or Paint Collection Site paint pickup to COUNTY in a timely manner, except for latex paint transported to County determined latex paint recycling or reuse facility if not listed by CONTRACTOR as a Destination Facility on Attachment F of this Agreement. This documentation shall include, but is not limited to, appropriate certificates of tracking.

ARTICLE 6.0
REPORTING REQUIREMENTS

Section 6.1 **<u>General Record Responsibilities</u>.**

(a) CONTRACTOR shall prepare and maintain proper, accurate and complete records and accounts of all transactions related to the HHW Collection Program.

(b) CONTRACTOR hereby grants COUNTY or its agents, at COUNTY'S expense, the right to inspect all books, records, plans and other similar material of the CONTRACTOR, insofar as they relate to the operation of the HHW Collection Program as described in this Agreement, upon reasonable notice to CONTRACTOR and during normal business hours.

Section 6.2 **Individual Collection Event Reports.**

(a) CONTRACTOR shall submit an Individual Collection Event Report to the COUNTY within fourteen (14) business days after the completion of each Collection Event.

(b) The Individual Collection Event Report shall include, at a minimum:

i) Collection Site data such as weather conditions, number of vehicles, and CONTRACTOR'S adherence to the timeline set forth in the Collection Event Plan;

ii) Waste data including types, quantities in weight and volume (approximations for Unacceptable Waste, precise measures for Acceptable Waste), and general disposition information for Acceptable and Unacceptable Wastes brought to the Collection Event, except for certain waste streams that may be handled by a separate COUNTY contractor;

iii) Documentation that confirms non-contaminated cardboard was recycled at a recycling facility.

iv) CONTRACTOR personnel data including the names, job titles, and hours worked by CONTRACTOR employees during the Collection Event;

v) Complete spill, accident, and injury reports for all CONTRACTOR'S activities relating or stemming from the Collection Event; and

vi) Specific recommendations regarding how the planning and/or operation of future events can be improved based upon the experienced gained during the Collection Event.

Section 6.3 **Waste Disposition Reports.**

(a) CONTRACTOR shall submit Waste Disposition Reports to the COUNTY as information regarding the transportation, storage, recycling, treatment, and or destruction of all wastes, including the final destination facilities, accepted at each Collection Event (except for certain waste streams that may be handled by a separate COUNTY contractor) and picked up at County Warehouse or Paint Collection Site (except for latex paint transported to County determined latex paint recycling or reuse facility if not listed by CONTRACTOR as a Destination Facility on Attachment F of this Agreement) as it becomes available.

(b) Waste Disposition Reports shall include Certificates of Tracking, Certificates of Recycling, and other documentation recognized by applicable regulatory authorities.

(c) Notwithstanding Article 2.0 or any other provisions in this Agreement, CONTRACTOR'S responsibilities to the COUNTY pursuant to this Section shall continue until Waste Disposition Reports accounting for the recycling, treatment, disposal, and/or destruction of all of the wastes have been submitted in a form acceptable to the COUNTY.

ARTICLE 7.0
ACCEPTABLE AND UNACCEPTABLE WASTES

Section 7.1 **Acceptable Wastes.**

(a) The class of "Acceptable Wastes" that CONTRACTOR is authorized to collect from Eligible Participants shall include: anti-freeze, corrosives, oxidizers, flammable solvents, gasoline, waste solvents, oil based paints, latex based paints, poisonous solids, mercury containing items, non-DEA controlled pharmaceuticals or medications, epi-pens, new sharps containing medication, personal care products, poisons and pesticides, used oil, used oil filters, pentachlorophenol-reactive toxic liquids, fluorescent bulbs/tubes, HID bulbs, PCB containing ballasts or items, batteries, lead-acid batteries, refrigerant gases, handheld and small compressed gas cylinders, environmentally hazardous substances, liquid or solids, not otherwise specified.

(b) Acceptable Wastes shall also include drums of waste, consisting of non-DEA controlled pharmaceuticals, medications, or personal care products, collected from residents at various local government controlled sites within the County and then delivered to Mobile HHW Collection events or the County Warehouse by local governments. The local government will sign a COUNTY generated Drum Transfer Form indicating that no DEA Controlled substances are located within the drum.

(c) The County has the discretion to add or remove wastes from the list of Acceptable Wastes. The Contractor will be notified prior to a Collection Event if the list of Acceptable Wastes has been changed.

(d) The class of "Acceptable Wastes" shall NOT include any material which the CONTRACTOR is not fully licensed, permitted and otherwise authorized to process, package, transport, recycle, treat, store, and or dispose.

Section 7.2 **Unacceptable Wastes.**

(a) The class of "Unacceptable Wastes" that CONTRACTOR is not authorized to collect from Eligible Participants shall include radioactive, household appliances, tires, DEA-controlled substances, empty containers, and un-identifiable wastes in bulk containers. In addition, explosives, reactives requiring refrigeration, biological and medical waste, munitions, and large compressed gas cylinders will not be handled by the CONTRACTOR, unless the CONTRACTOR and the COUNTY mutually agree that the CONTRACTOR will handle the wastes and the COUNTY will be responsible for all costs associated with the proper disposal of such Unacceptable Wastes. Non-special, non-contaminated wastes, including trash and non-hazardous debris and materials described in Section 7.1(b) will not be accepted, except for packaging or containers used in transportation of Acceptable Wastes.

(b) The class of "Unacceptable Wastes" shall include any material generated by any business, industrial or commercial facilities. The CONTRACTOR may accept small quantities of material from governmental or institutional establishments with prior notification from the COUNTY.

(c) In the event any material which cannot be accepted as part of this Collection Program/ Event is abandoned by a participant/resident at or near the Collection Site on the day of the event, CONTRACTOR shall be obliged to accept that material for proper disposal so long as CONTRACTOR can legally accept said material and the COUNTY accepts responsibility to pay all reasonable costs associated with the proper disposal for the abandoned material.

ARTICLE 8.0
NON-CONFORMING WASTE

Section 8.1 **Non-Conforming Waste.** If the waste materials do not conform to the descriptions and specifications stated in the corresponding Profile Sheet, CONTRACTOR and COUNTY shall, in good faith, attempt to amend the Profile Sheet and any other pertinent documents and /or correct any improper containerization, marking or labeling to enable CONTRACTOR to accept such non-conforming waste materials at a Facility. If the parties cannot, within a reasonable time after CONTRACTOR notifies COUNTY the waste materials are non-conforming, resolve the same as set forth above, CONTRACTOR shall make prompt arrangements for the removal of such non-conforming waste materials from the Facility at which they are located to another lawful place of disposition. COUNTY agrees to pay CONTRACTOR its reasonable expenses and charges incurred with respect to the non-conforming waste materials. COUNTY shall be notified in writing of any non-conforming waste prior to invoicing.

ARTICLE 9.0
INSURANCE

Section 9.1 **Required Insurance.** The CONTRACTOR shall obtain and maintain for the duration of this Agreement, insurance in accordance with the provisions set forth herein.

Section 9.2 **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 the Contractor shall maintain such insurance, as Contractor may deem necessary to protect self against such loss or damage.

Section 9.3 **Minimum Limits of Insurance.** The CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall procure and maintain throughout the term of the Agreement, insurance with limits of at least one million dollars ($1,000,000) per occurrence with an annual aggregate of at least two million dollars ($2,000,000), (exclusive of legal defense costs), and appropriate umbrella liability coverage of ten million dollars ($10,000,000) per occurrence to protect it, its employees, agents, and subcontractors, the COUNTY, its employees, officers, officials and agents, Host Communities and Host Entities from any and all claims made against any of them that arise from, are the result of, or occur pursuant to the CONTRACTOR'S and/or any subcontractor's implementation of, or performance under this Agreement, and specifically encompassing actions or omissions of any of the aforementioned persons to be covered. Any coverage obtained shall acknowledge the insurer's duty to defend any insured against any and all claims arising from, resulting from, or occurring pursuant to the CONTRACTOR'S and/or any subcontractor's implementation of this Agreement. The insurer's duty to defend shall not terminate before the "per occurrence" or "annual aggregate" limits are exhausted by the obligation to pay claims under the policies.

Section 9.4 **Scope of Coverage.** The types of claims to be covered shall include, but are not limited to the following:

(a) Claims under worker's compensation and other similar employee benefit act(s),

(b) Claims for damages because of bodily injury, occupational illness or disease, or death of an employee,

(c) Claims for damages because of bodily injury, occupational illness or disease, death or other pecuniary or non-pecuniary loss of any person or party other than an employee,

(d) Claims for damages because of injury in any way relating to or destruction of property, including loss of use therefrom,

(e) Claims for damages and/or clean-up costs resulting from spills or releases of wastes, fires, explosions, or other causes of environmental contamination that may occur during the conduct of any activity required by this Agreement;

(f) Claims for legal expenses court costs and reasonable attorney's fees.

Section 9.5. **Protective liability insurance.** The Contractor shall protect the COUNTY or its assignee, if any, from contingent responsibility arising from any work, project or operation performed under this Contract by adding these parties as named insured as a rider to the general Contractor specified comprehensive general liability policy shall be: County of Will, 302 North Chicago Street, Joliet, Ill. 60432.

Section 9.6. **Proof Of Carriage Of Insurance.**

(a) The Contractor shall furnish the COUNTY at the time of bidding, with certificates showing the type, amount, class or operations covered, effective dates and dates of expiration of policies, which policies shall specifically refer to the indemnity agreement. Such certificates shall also contain substantially the following statement: "The Insurance covered by this Certificate will not be canceled or materially altered except after 30 days written notice has been received by all named insured." Coverage shall be maintained for at least sixty (60) days beyond the completion of all the CONTRACTOR'S duties under this Agreement as acknowledged by the COUNTY or the termination of the Agreement, whichever date is later. Any bid not containing said proof of insurance shall be nonconforming and shall be rejected.

(b) All policies shall substitute the word "Occurrence" for "accident" for both bodily and property damage. "Occurrence" shall be defined to mean an event or series of events or continuous or repeated exposure

to conditions, which unexpectedly cause injury or damage during the policy period.

(c) The Contractor shall provide a certificate of insurance which meets the minimum limits of insurance and lists the host entity of each Mobile Collection Event as certificate holder and as additional insured.

(d) Insurance Companies shall maintain a financial strength rating and shall provide all insurance coverage and claims paying ability rating no lower than "A" minus "VIII" as rated by the most current AM Bests Insurance rating.

(e) County shall consider canceling this Agreement with Contractor if it has not fully discharged its responsibilities for each Collection Event, pickup from County Warehouse, or paint pickup from Paint Collection Site under the term of this contract including, but not limited to, submission of all documentation verifying proper disposal, reuse, recycling, treatment and/or destruction within nine (9) months after an HHW Collection Event, drum pickup at the County Warehouse, or paint pickup from Paint Collection Site.

Section 9.7 CONTRACTOR'S Failure to Maintain Required Insurance. The failure of the CONTRACTOR to obtain or maintain the insurance coverage required by this Agreement throughout the period specified above shall be sufficient cause for the COUNTY to terminate this Agreement, at its sole discretion.

ARTICLE 10.0
INDEMNIFICATION

Section 10.1 Indemnification.

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

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

ARTICLE 11.0
SUBCONTRACTORS

Section 11.1 Responsibility for Subcontractors.

(a) The CONTRACTOR shall assume responsibility for all services provided for in the Agreement, even if performed by a subcontractor. Furthermore, the CONTRACTOR shall be the point of contact with the COUNTY concerning issues associated with the Agreement, including but not limited to, all issues of subcontracted work.

(b) The CONTRACTOR shall be completely responsible for the subcontractor's adherence to all provisions of the contract, and for any claims or damages that may arise as a result of acts or omissions on the part of the subcontractor.

Section 11.2 Approval of Subcontractors.

(a) The COUNTY reserves the right to approve any and all subcontractors. Any delay or standby costs, which arise because the CONTRACTOR provided a subcontractor unacceptable to the COUNTY, shall be at the CONTRACTOR'S sole risk.

(b) The COUNTY reserves the right to hire any and all subcontractors to supplement or replace certain services provided by CONTRACTOR. The CONTRACTOR shall have no responsibility for the actions or inactions of any subcontractors hired by the COUNTY. However, the CONTRACTOR must cooperate with the subcontractor to the extent necessary and practical.

ARTICLE 12.0
TERMINATION

Section 12.1 Termination of Agreement.

a) Either party may terminate this Agreement upon sixty (60) days written notice to the other pursuant to the notice requirements in Section 14.3 of this Agreement.

b) Upon termination of this Agreement pursuant to this Section, CONTRACTOR shall not commence any further work on behalf of the COUNTY. CONTRACTOR shall complete all tasks required for the fulfillment of its contractual responsibilities relating to work commenced before the date of termination. COUNTY shall only compensate CONTRACTOR for prior services satisfactorily rendered and the completion of work in progress on the date of termination.

ARTICLE 13.0
INVOICING AND PAYMENTS

Section 13.1 Invoicing.

a) Contractor shall submit one (1) invoice per collection event for Mobilization Cost and Disposal Costs, one (1) invoice per Drum Delivery and Pickup from County Warehouse for Drum delivery and/or pickup and Disposal Costs, one (1) invoice per Paint Collection Site service for paint supply delivery, paint pickup, paint transport, and/or paint disposal to: Will County Land Use Department, Resource Recovery & Energy Division, 58 E. Clinton St., Joliet, IL 60432, within thirty (30) days of each event or service date.

b) Each invoice must include event or service location, individual waste stream weight in pounds, container type and size, container quantity for each waste stream, unit price, waste stream name (waste stream and packaging procedure), method of disposal, disposal site, and manifest number. No fuel or energy surcharges will be allowed for any service provided under this Agreement.

Section 13.2 Payments.

a) Billing for each category (mobilization, drum delivery and pickup, paint collection site delivery/ pickup/ paint transport, and disposal costs) must match the amount indicated on the respective bid sheets. Any deviations from the bid sheets must have prior authorization from the COUNTY.

b) After County approval of Mobilization Cost, disposal costs, drum delivery/pick up costs from County Warehouse, paint collection supply delivery, paint pickup, or paint transportation costs on Contractor invoice, COUNTY shall verify the payment due CONTRACTOR by totaling the Costs.

c) All pay-outs/payments to the CONTRACTOR will be made within sixty (60) days of invoicing following the completion and submittal of all required paperwork as stated in the contract documents after each event or service date. Payment shall be made in accordance with Illinois Local Government Prompt Payment Act. In the event the Will County Board fails to appropriate funds for this Agreement, the obligations of both the Contractor and the County will cease immediately without any penalty of liquidated damages or any other payments.

ARTICLE 14.0
MISCELLANEOUS

Section 14.1 Number of Drum Pickups or Collection Events, Event Participation Levels, and Waste Quantities. COUNTY makes no representations whatsoever regarding minimum number of service requests for Paint Collections Sites, minimum number of Drum Delivery and Pickups from County Warehouse, or minimum number of Collection Events per year, level of public participation in the COUNTY'S HHW Collection Program, or quantities of waste to be collected pursuant to this Agreement.

Section 14.2 Assignment. This Agreement shall be binding on CONTRACTOR and its successors and assigns. Neither party to the Agreement shall assign the Agreement nor any document or instrument executed in connection therewith without the written consent of the other, which shall not be unreasonably withheld.

Section 14.3 Notices. All notices, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands request, or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday, or day on which United States Mail is not delivered:

(a) If to COUNTY: Will County Land Use Department
Resource Recovery & Energy Division
58. E. Clinton Street, Suite 500
Joliet, IL 60432

(b) If to CONTRACTOR: CONTRACTOR
Attention: (name)
(Address)
(City), IL (zip)

Any party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

Section 14.4 Relationship of the Parties. Neither party to this Agreement shall have any responsibility to perform services for or to assume contractual obligations which are the obligation of the other party; nothing herein shall render either party a partner, agent or representative of the other party or create any fiduciary relationship between the parties.

Section 14.5 Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or be construed to be a waiver thereof, so that such right may be exercised from time to time and as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If either party breaches any provision, responsibility, warranty, or covenant contained in this Agreement or thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

Section 14.6 Amendment. This document may not be amended except by written agreement signed by the authorized representatives of all parties hereto.

Section 14.7 Authorized Representatives. Each party shall identify an authorized representative to be primarily responsible for the interests of that party. County Site Manager shall be COUNTY'S representative under this Agreement. CONTRACTOR shall assign a representative. COUNTY and CONTRACTOR shall give notice to the other if either elects to change its authorized representative.

Section 14.8 Agreement Governed by Illinois Law. The laws of the State of Illinois shall govern this Agreement. The venue for any dispute relating to this agreement shall be in the Twelfth Judicial Circuit in Will County, Illinois.

Section 14.9 No Other Agreement. All negotiations, proposals and agreements prior to the date of this Agreement are superseded hereby, there being no agreements or understandings other than those written or specified herein, unless otherwise provided. This Agreement hereto constitutes the entire agreement between COUNTY and CONTRACTOR with respect to the operation of the COUNTY'S HHW Collection Program. In the event of a conflict between the terms set forth herein and any supplemental contract documents, the terms set forth herein shall govern. The preprinted terms and conditions appearing on any County's purchase order or other form order documents shall be null and void.

Section 14.10 Successors and Assigns. This Agreement shall be binding upon inure to the benefit of the respective successors, assigns, administrators, and trustees of COUNTY and CONTRACTOR.

Section 14.11 Execution of Documents. This Agreement may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute but the same instrument.

Section 14.12 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of the determination, implement and give effect to the intentions of the parties as reflected herein. All other terms of this Agreement, how they shall be amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this Agreement to be executed in their respective names, have caused their respective corporate seals to be hereto affixed, and have caused this Agreement to be attested, all by their duly authorized officers, or representatives and CONTRACTOR and COUNTY have cause this Agreement to be dated as of the date and year first written above.

COUNTY OF WILL

By: _____
Lawrence M. Walsh,
Will County Executive

CONTRACTOR

_____

_____

By: _____
Name

_____
Title

CONTRACTOR

_____

_____

By_____
Name/Title

Attest:

By: _____
Nancy Schultz-Voots
County Clerk

By: _____
Name/Title

BID FORM
SUBMIT FORMS TO:

Date Mailed: 3-6-13
Due: 3-26-13, 10:00 A.M.
Open: 3-26-13, 10:10 A.M.

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

CONTRACT FOR
H.H. WASTE COLLECTION
BID #2013-24

The Contractor proposes to provide the **Products and/or services in** accordance with the specifications attached herein

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP_____ Please check one:

CONTACT_____Minority Vendor____yes____no__

PHONE_____FAX_____FEIN #_____

E-MAIL

THIS IS NOT AN ORDER

Agency Name and Delivery Address: **WILL COUNTY LAND USE DEPT, RESOURCE RECOVERY & ENERGY DIVISION 58 E CLINTON, JOLIET, IL. 60432**

For additional Information contact: **RITA WEISS, PURCHASING rweiss@willcountyillinios.com**

Signed By:_____ _____

itle

Approved by:_____ _____

Signatue Printed Name

Receiptof Addenda Form

Date Mailed: 3-6-13
Due: 3-26-13, 10:00 A.M.
Open: 3-26-13, 10:10 A.M.

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

CONTRACT FOR
H.H. WASTE COLLECTION
BID #2013-24

NAME_____

ADDRESS_____

CITY_____ STATE_____ZIP_____ **Please check one:**

CONTACT_____ Minority Vendor____yes____no

PHONE_____FAX_____ FEIN #_____

Agency Name and Delivery Address: **WILL COUNTY LAND USE DEPT, RESOURCE RECOVERY & ENERGY DIVISION 58 E CLINTON, JOLIET, IL. 60432**

For additional Information contact: **RITA WEISS, PURCHASING rweiss@willcountyillinios.com**

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

No.____, dated_____, signed_____

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

No.____, dated_____, signed_____

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

No.____, dated_____, signed_____

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

No.____, dated_____, signed_____

LATE BIDS CANNOT BE ACCEPTED!

SEALED BID DOCUMENT

Vendor Name (From):

BID #:	**2013-24**
DUE DATE:	**3/26/13**
DUE:	**10:00 AM**
DESCRIPTION:	**HHW Collection Bid**

DATED MATERIAL-DELIVER IMMEDIATELY

WILL COUNTY PURCHASING DEPARTMENT
302 N. CHICAGO ST., 2ND FLOOR
JOLIET, IL 60432

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

LATE BIDS CANNOT BE ACCEPTED!