



## WILL COUNTY, ILLINOIS

### PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT  
WILL COUNTY EXECUTIVE

KEVIN LYNN  
DIRECTOR

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

November 23, 2022

To Whom It May Concern:

You are invited to submit your proposal for Hazardous Waste Collection and Disposal, and Emergency Response Services for the Prairie View Landfill Renewable Natural Gas Facility for the Will County Land Use Department in Wilmington, IL.

**A 10% Bid Bond or Cashier's Check made payable to the Will County Treasurer must accompany your bid, or it will not be considered.**

Responses to this solicitation will be received by the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago Street, Joliet, IL, 60432, **NOT LATER THAN 11:00 AM, on Friday, December 16, 2022.**

Responses to this Request for Proposal (RFP) will be reviewed by the Will County Executive or her representative who reserves the right to accept or reject any or all responses received as a result of this solicitation.

Should you have any questions regarding this RFP, please submit them in writing to Kevin Lynn, Purchasing Director, at [klynn@willcountyillinois.com](mailto:klynn@willcountyillinois.com).

We welcome your response.

Sincerely,

*Kevin Lynn*

**REQUEST FOR PROPOSAL (RFP) FOR HAZARDOUS WASTE COLLECTION AND DISPOSAL,  
AND EMERGENCY RESPONSE SERVICES FOR THE PRAIRIE VIEW LANDFILL RENEWABLE  
NATURAL GAS FACILITY FOR THE WILL COUNTY LAND USE DEPARTMENT IN WILMINGTON,  
IL**

RESPONSES TO THIS REQUEST FOR PROPOSAL (RFP) FOR HAZARDOUS WASTE COLLECTION AND DISPOSAL, AND EMERGENCY RESPONSE SERVICES FOR THE PRAIRIE VIEW LANDFILL RENEWABLE NATURAL GAS FACILITY FOR THE WILL COUNTY LAND USE DEPARTMENT IN WILMINGTON, IL WILL BE RECEIVED AT THE PURCHASING DEPARTMENT, 2ND FLOOR OF THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST. JOLIET, IL 60432, UNTIL THE HOUR OF 11:00 AM, ON FRIDAY, DECEMBER 16, 2022.

RESPONSES TO THIS RFP WILL BE REVIEWED BY THE COUNTY EXECUTIVE OR HER REPRESENTATIVE TEAM WHO RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL RESPONSES RECEIVED AS A RESULT OF THIS SOLICITATION.

THIS RFP IS AVAILABLE IN ELECTRONIC FORMAT AT [www.willcountyillinois.com](http://www.willcountyillinois.com), AND [www.demandstar.com](http://www.demandstar.com), AS WELL AS THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, (815) 740-4712 OR BY EMAIL [purchasing@willcountyillinois.com](mailto:purchasing@willcountyillinois.com).

RESPONSES TO THIS RFP SHALL BE CONSTRUED AS ACCEPTANCE OF THE TERMS AND CONDITIONS INCLUDED WITHIN THIS SOLICITATION. THE COUNTY OF WILL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL RESPONSES RECEIVED AS A RESULT OF THIS SOLICITATION.

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

**INSTRUCTIONS TO RESPONDENTS**  
**REQUEST FOR PROPOSAL (RFP) FOR HAZARDOUS WASTE COLLECTION AND DISPOSAL,  
AND EMERGENCY RESPONSE SERVICES FOR THE PRAIRIE VIEW LANDFILL RENEWABLE  
NATURAL GAS FACILITY FOR THE WILL COUNTY LAND USE DEPARTMENT IN WILMINGTON,  
IL.**

You are invited to submit your proposal for Hazardous Waste Collection and Disposal, and Emergency Response Services for the Prairie View Landfill Renewable Natural Gas Facility for the Will County Land Use Department in Wilmington, IL.

**A. SEALED RESPONSES:**

Sealed responses 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 11:00 AM, Friday, December 16, 2022.** **RESPONSES RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

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

Responses to this RFP must contain one (1) clearly marked original plus three (3) copies and one (1) electronic copy on an electronic storage device. The **RESPONSES WHICH FAIL TO INCLUDE ONE (1) CLEARLY MARKED ORIGINAL, THREE (3) COPIES AND ONE (1) ELECTRONIC COPY ON AN ELECTRONIC STORAGE DEVICE WILL BE REJECTED, WILL BE NON-CONFORMING, AND WILL NOT BE ACCEPTED.**

Responses shall be submitted in the format prescribed by the County of Will in a sealed package, plainly marked, with the Respondent's name, address, and the notation:

**REQUEST FOR PROPOSAL (RFP) FOR HAZARDOUS WASTE COLLECTION AND DISPOSAL,  
AND EMERGENCY RESPONSE SERVICES FOR THE PRAIRIE VIEW LANDFILL RENEWABLE  
NATURAL GAS FACILITY FOR THE WILL COUNTY LAND USE DEPARTMENT IN WILMINGTON,  
IL**

**RESPONSES DUE: FRIDAY, DECEMBER 16, 2022 - 11:00 AM**

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

**B. SIGNATURES:**

The **signature on all documents must** be that of an authorized representative of the Respondent. An officer of or agent of the offering respondent who is empowered to bind the firm in a contract shall sign all documents and any clarifications therein.

Each respondent represents that he has read and understands the RFP Submittal Requirements. **Responses not containing said signed documents shall be deemed non-conforming and will be rejected.**

**C. PRIME CONTRACTOR CERTIFICATION:**

Included in this RFP is a prime Contractor certification form. This form must be filled out and returned with your sealed response or it **will not be accepted and shall be deemed non-conforming.**

**D. SUBMITTAL REQUIREMENTS:**

The information submitted for review shall include:

1. 10% Bid Bond or Cashier's Check
2. Signed copy of Prime Contractor Certification
3. Signed Bid Forms
4. Signed Receipt of Addenda Form

**E. TAX EXEMPTION:**

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

**F. REJECTION OF RESPONSES:**

The respondent acknowledges the right of the County of Will to accept and/or reject any and all responses received as a result of this solicitation.

**G. NON-DISCRIMINATION:**

The successful respondent shall observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to 775 ILCS 10/1.

**H. EQUAL EMPLOYMENT OPPORTUNITY:**

The successful respondent shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750

**I. DEFAULT:**

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

**J. HOLD HARMLESS CLAUSE:**

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

**K. TERMINATION:**

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

The successful respondent may only terminate the contract for cause. In the event of a breach by the County, the successful respondent shall give written notice to the County and the County shall have thirty (30) days to cure such breach. If within the thirty (30) days to cure the breach, the County serves written notice to the successful respondent that County disputes the breach, the Parties shall negotiate in good faith to resolve the dispute. If after thirty (30) days the parties are unable to resolve the dispute suit may be filed in the Twelfth Judicial Circuit of Will County, Illinois.

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

#### **L. COMPLIANCE WITH APPLICABLE LAW:**

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

#### **M. CHOICE OF LAW**

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

#### **N. VENUE**

Venue for any cause of action related to this RFP and any agreement connected herewith shall be filed with the Illinois Twelfth Judicial Circuit, Will County, Illinois.

#### **O. ILLINOIS FREEDOM OF INFORMATION ACT**

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

Please be advised that if your response is accepted by the County of Will and a contract between the respondent and County of Will results for subsequent negotiations, all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. In the event the County of Will receives a request for a document relating to the respondent, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to the respondent as soon as practicable; and, within the period available under FOIA, respondent may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, respondent will be

responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, respondent will warrant that County of Will's responses to requests for a document relating to the respondent, its provision of services, or the arranging for the provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

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

## **WILL COUNTY REQUEST FOR PROPOSALS**

Hazardous Waste Collection and Disposal, and Emergency Response Services

### **Intent:**

Will County, hereinafter referred to as "County", is soliciting proposals from a qualified organization(s), hereinafter referred to as "CONTRACTOR", to provide hazardous waste management services to include the removal and hauling of waste oils, and other hazardous/universal waste materials, hereinafter referred to as "WASTE MATERIALS" from the Will County Renewable Natural Gas Facility ("RNG Facility") located adjacent to the Prairie View Recycling and Disposal Facility (Landfill). The hazardous waste management services also include drum management, emergency response and spill cleanup, and provision of Department of Transportation (DOT) approved containers for storage and disposal.

This solicitation is not intended to create an exclusive service AGREEMENT; multiple AGREEMENTS may be awarded to separate qualified CONTRACTORS (up to three [3]). County retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time.

### **Background:**

The County owns a landfill in Wilmington, Illinois (Prairie View Recycling & Disposal Facility, "Landfill") and recently constructed a RNG Facility that will treat collected landfill gas to meet pipeline-quality natural gas standards for injection into an interstate natural gas transmission pipeline. The operation of this RNG Facility is anticipated to generate regulated liquid wastes, including waste oils, and spent media from its operation. Load-out of gas condensate will occur throughout the RNG Facility operation, and The County desires the CONTRACTOR to respond in the event of a spill during said load-out or any spill associated with the RNG Facility operations.

The County has secured a separate hazardous waste identification number.

### **Service Location and Name:**

Will County RNG Facility  
29736 S. Prairieview Drive  
Wilmington, Illinois 60481

### **MANDATORY REQUIREMENTS:**

1. Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization AGREEMENT work amounting to not less than twenty-five percent (25%) of the original total AGREEMENT price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of The County.
2. CONTRACTOR(s) will provide hazardous waste management services which may include but are not limited to:

- a. Spill assessment.
  - b. Timely (three [3]-hour minimum, to the facility) emergency containment and cleanup response, vehicle accidents, or other spill incident(s) at the Facility
  - c. An emergency phone number manned 24 hours/7 days a week.
  - d. Ability to provide for WASTE MATERIALS testing.
  - e. Ability to provide an Industrial Hygienist when needed to recommend precautions, corrective actions, and other related tasks applicable to the work described herein.
  - f. Ability to provide containment (deployment of boom and other containment devices), cleanup and removal spills.
3. CONTRACTOR(s) will provide hazardous WASTE MATERIALS transportation and disposal services, which may include but are not limited to:
- a. The removal, hauling, and disposal of WASTE MATERIALS (pints, quarts, One [1]-gallon, five [5]-gallon, 55-gallon, 250-gallon tote containers), waste oils (motor oil, hydraulic oil, transmission oil, contaminated waste oil; used lubricants, used hydraulic fluids), hazardous gas condensate, and any contaminated soil generated from the Facility.
  - b. Drum management.
  - c. CONTRACTOR(s) will provide all container labels and paperwork required.
  - d. CONTRACTOR(s) will provide only DOT approved containers for use in the collection, transportation and disposal of any WASTE MATERIALS.
  - e. Every ninety (90) days or sooner as determined by The County at the County's discretion, CONTRACTOR(s) will remove WASTE MATERIALS, sealed 55-gallon containers of waste oil (motor oil, hydraulic oil and transmission oil) and other WASTE MATERIALS containers from the Facility.
  - f. County will provide CONTRACTOR(s) with a list of accumulated waste to be removed from the Facility by CONTRACTOR(s), as well as a list of replacement containers needed to be furnished by CONTRACTOR(s) at time of removal. County will provide the lists a minimum of ten (10) calendar days prior to the agreed upon removal date(s), which shall occur a minimum of every ninety (90) days, or sooner as mutually agreed.
  - g. CONTRACTOR(s) will remove the full containers to be replaced with empty containers at a minimum of every ninety (90) days or sooner as determined by The County.
  - h. CONTRACTOR(s) will properly transport and dispose of all WASTE MATERIALS collected from The County in compliance with all local, State and Federal laws.
  - i. CONTRACTOR(s) will assume responsibility of all liability and risks during the collection, transport, and disposal of all WASTE MATERIALS from the Facility during the performance of this AGREEMENT.
  - j. CONTRACTOR(s) will provide accurate and timely documentation required for services provided (manifests, universal bills of lading, certificates of recycling, tracking reports, invoices, chain of custodies, etc.).
  - k. CONTRACTOR(s) will be responsible for payment of all permit fees associated with WASTE MATERIALS disposal services.
  - l. CONTRACTOR(s) will cooperate with other vendors, consultants, or contractors that the County has secured for services.
  - m. CONTRACTOR(s) will adhere to all site safety requirements and training.



**CONTRACT TERM:**

The term of the AGREEMENT(s) will be for a period of two (2) years with the option to extend the AGREEMENT for up to one (1) additional year, for a total maximum term of three (3) years. The County is not required to state a reason if it elects not to renew.

If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety (90) days prior to the expiration of the AGREEMENT. Both parties shall agree upon rate extension(s) or changes in writing.

**PRE-QUALIFICATION / LICENSING REQUIREMENTS:**

**Pre-Qualifications:** CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications, insurance, and licensing requirements.

**Licensing Requirements:**

CONTRACTOR must acknowledge in writing its compliance with all laws governing the management, transportation and disposal of WASTE MATERIALS and meets all governmental licensing requirements.

CONTRACTOR shall be qualified (or subcontract a qualified Contractor) to transport some waste streams packaged in packaging as authorized in current DOT special packing authorizations.

CONTRACTOR's transfer, storage, reuse, recycling, treatment, and disposal facilities shall have appropriate local, Regional, State, and Federal licenses, permits, and registrations to perform the services proposed.

CONTRACTOR shall possess all permits, licenses, and professional credentials necessary to supply products, ability to deploy devices and perform services as specified under this RFP.

**Key Staff, Project Experience & References:**

**Key Staff Persons:** CONTRACTOR shall identify key staff and their qualifications and experience proposed for the services identified herein.

**Experience & References:**

CONTRACTOR shall describe it's demonstrated capability, including length of time it has provided the services requested in this solicitation.

CONTRACTOR shall provide a minimum of three (3) similar projects in **ATTACHMENT A –**

**PROJECT EXPERIENCE/REFERENCES** for which it provided services similar (preferably local government agencies) to the scope of work described herein within the last three (3) years.

**PRICING:**

CONTRACTOR shall complete and submit pricing per **ATTACHMENT B – PRICING SCHEDULE**.

Pricing shall be based upon an hourly rate or by unit per the Attachment B.

Any potential markups should be listed within the proposal.

Any transportation fees shall be listed within the proposal.

Prices quoted must remain in effect for the term of the Agreement.

Invoicing by CONTRACTOR(s) shall clearly itemize to show labor hours, unit costs for materials, direct costs, any mark-up, and shall include but is not limited to, the following:

- Services provided
- Date(s) of services
- Destination or Disposal location.

All invoices must include copies of any manifests used for transportation of waste under this agreement.

Warranty: CONTRACTOR shall specify the warranty period for materials, and guarantee the workmanship of all items proposed. After the award, CONTRACTOR shall promptly remedy all defects without cost to The County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

## **WILL COUNTY REQUIRED LANGUAGE FOR CONTRACTOR SERVICES AGREEMENTS**

### **SUBCONTRACTORS:**

Contractor may not engage any Subcontractors to perform any of the Services without the prior written approval of County, which approval may not be unreasonably withheld. The creation of any such subcontract relationship shall not: (i) relieve Contractor of any of its obligations under this Agreement; (ii) relieve Contractor of its responsibility for the performance of services rendered by such subcontractor or (iii) create privity between County and any such subcontractor. If Contractor utilizes subcontractors to perform work under this Agreement, Contractor shall ensure that subcontractors shall comply with all terms, conditions, and requirements of this Agreement.

### **Invoicing and Payment:**

***Local Government Prompt Payment Act. Because Purchaser in this Agreement is a County, this Agreement is subject to the terms of the Local Government Prompt Payment Act. (50 ILCS 505/1, et. seq.)*** Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Contractor is responsible for maintaining complete and accurate billing and contact information

with County, as well as for payment of any fees or charges associated with Contractor's payment, other than those charged by County's bank.

**Insurance:**

Unless waived or modified by a written change order, workers compensation and employer's liability insurance coverage minimum limits requirements for Contractor and subcontractor, if any, are as follows, with each insurance policy naming, as additional insureds, "Will County, its employees, agents, officers, and elected officials":

**Workers' Compensation:**

Limits shall be those required by applicable workers' compensation statutes for the State of Illinois.

Employers' Liability: Limits shall not be less than \$1,000,000 each accident/injury. \$1,000,000 each employee/disease; \$1,000,000 policy limit.

Unless waived or modified by a written change order, insurance coverage minimum limit requirements for Contractor and subcontractor are as follows:

**Commercial general liability coverage:**

Is to be written on an "occurrence" basis. General liability coverages shall include but not be limited to: Premises/Operations coverage Products/Completed operations

**Contractual Liability Insurance:**

(Coverage shall specifically include the indemnification process set forth in this contract. Personal Injury (with employment exclusion deleted.)

**Broad form property damage coverage:**

Explosion, Collapse and Underground coverage. Independent Contractor Liability coverage.

The above coverages, (commercial general liability, contractual liability and broad form property damage coverage), shall be written for limits of not less than \$2,000,000 per occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit.

**Comprehensive motor vehicle liability coverage:**

Shall have limits for Contractor's owned, non-owned or rented vehicles of not less than \$2,000,000 bodily injury and property damage combined single limit. Vehicle liability insurance coverage must be endorsed with Form MCS-90 and Broadened Pollution Endorsement CA-9948.

**Umbrella/excess liability insurance:**

Shall be in force for a minimum limit of \$1,000,000 each occurrence bodily injury/property damage combined single limit. The umbrella coverage shall apply in excess above the limits stated in subparagraphs (A) and (B) above.

Contractor shall purchase a policy of Owner's and Contractor's protective liability insurance at its sole cost and expense in the names of Will County for the duration of the contract. The limits of liability for Will County's and Contractor's protective coverage shall be not less than \$1,000,000 bodily injury and property damage combined single limit.

Contractor shall purchase a policy of Owner's and Contractor's pollution liability insurance at its sole cost and expense in the names of Will County for the duration of the contract. The limits of liability for Will County's and Contractor's protective coverage shall be not less than \$10,000,000 per occurrence and \$10,000,000 aggregate.

Contractor, prior to engaging upon the Work, shall procure, maintain, and keep in force, at Contractor's expense, all risk insurance enumerated from sections above necessary to protect the property. Contractor shall not commence work until such insurance has been obtained.

The Contractor shall procure all risks insurance against the perils of, but not limited to, fire and extended coverage (theft, vandalism, malicious mischief, collapse, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements) with Will County named as an additional insured in an amount which may vary with the extent of the Work completed but shall at all times be at least equal to the amount paid on account of the Work and materials, plus the value of the Work or materials furnished or delivered by Contractor but not paid for by Will County. Will County may at its option waive this requirement of property insurance in writing upon the written request of Contractor.

Each of the above-described insurance policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against Will County, its representatives, agents, officers, employees, servants, other contractors/subcontractors, and insurers.

Contractor/Subcontractor shall provide a Waiver of Subrogation in favor of Will County and others designated above as Additional Insureds.

**INDEMNIFICATION BY CONTRACTOR:**

Contractor agrees to indemnify and hold the County harmless from any losses, charges, damages, liabilities or costs (including reasonable attorneys' fees and expenses) which the County may sustain or incur as a result of, or relative to, any allegation, claim, civil or criminal action, proceeding, charge or prosecution (collectively "Claims") which may be alleged, made, instituted or maintained against the County for (a) any personal injury or death of any person or property damage to the extent caused by the negligence of Contractor, (b) any breach of this Agreement by Contractor, (c) any failure by Contractor to comply with any applicable laws, or (d) the negligence, misconduct, bad faith, fraud, or criminal wrongdoing of Contractor relating to the performance of this Agreement. This provision of Indemnification by Contractor shall survive any cancellation, termination or expiration of this Agreement and shall remain in full force and effect until such time as the applicable statute of limitations shall cut off all Claims which are subject to the provisions of this provision.

**NO WAIVER:**

The failure of any Party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of a separate and new violation.

**SEVERABILITY:**

If any provision or part of any provision of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality or unenforceability.

**COUNTERPARTS:**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered via facsimile or e-mail transmission with the same force and effect as if it were executed and delivered by the parties in the presence of one another.

**NO THIRD-PARTY BENEFICIARY:**

This Agreement is for the exclusive benefit of the Parties and not for the benefit of any Third Party, other than those persons entitled to the benefits of indemnities set out herein.

**CHOICE OF LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of laws rules. Any suit involving any dispute or matter arising under this Agreement shall be brought in the 12<sup>th</sup> Judicial Circuit Court for Will County, Illinois. Each party hereby consents, and waives any objection, to (a) the exercise of personal jurisdiction by such court with respect to any such proceeding, and (b) service of legal process in accordance with applicable laws.

**ENTIRE AGREEMENT:**

This Agreement constitutes the entire and integrated agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written. No amendment, modification or waiver of this Agreement shall be binding unless executed in writing by all Parties, or in the case of a waiver, by the Party granting such waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such singular act of waiver constitute a continuing waiver unless otherwise expressly provided in writing.

(End of Required Agreement Language).

## **ATTACHMENT A – PROJECT EXPERIENCE/REFERENCES**

- Please submit a minimum of three (3) references from clients for whom your firm provided services for in the previous three (3) years. Please include, at a minimum, the following information:
  - **Client Name & Contact Info**  
Please include project manager name, address, phone number, and email address.
  - **Project Name (if applicable)**
  - **Project Description**
  - **Project Start and End Dates**
  - **Project Details**  
Please include the significant issues and challenges, your firm's performance in providing services on schedule and within budget, and any other information considered to be relevant in evaluation of your firm's performance.

**ATTACHMENT B: PRICING SCHEDULE**

<b>Item No.</b>	<b>Unit of Measure</b>	<b>Class</b>	<b>Price per Hours/Units</b>
<b>LABOR</b>			
1	Hourly	Project Supervisor/Analyst	\$
2	Hourly	Operator/Technician (HAZWOPER trained)	\$
3	Overtime Hourly	Project Supervisor/Analyst	\$
4	Overtime Hourly	Operator/Technician (HAZWOPER trained)	\$
<b>EQUIPMENT - Based on hourly rates for twenty-four (24) hour day, no overtime or mileage charged for equipment.</b>			
5	Hourly	Truck: Light (Pickup/Van, 1-ton or less)	\$
6	Hourly	Truck: Heavy (Stake bed 40-drum) with lift gate	\$
7	Hourly	Truck: Vacuum (110/130 barrel)	\$
8	Hourly	Truck/Tractor: (Van/Trailer) min. 40ft. trailer with lift gate	\$
8a	Hourly	Truck/Tractor: (Tanker Trailer)	\$
9	Monthly	10-20 cu. yd. Bins (covered, roll-top/lift top)	\$
10	Monthly	10-20 cu. yd. Bins (covered, tarp)	\$
11	Monthly	20-40 cu. yd. Bins (covered, roll-top/lift top)	\$
12	Monthly	20-40 cu. yd. Bins (covered, tarp)	\$
<b>MATERIALS</b>			
13	Unit	Plastic Drums, New (55-gallon) with lid	\$
14	Unit	Over Pack, Metal (85-gallon) with lid	\$
15	Unit	*Metal Drums (30-gallon) with lid	\$
16	Unit	*Metal Drums (55-gallon) with lid	\$
17	Unit	*Metal Drums (30-gallon) closed top	\$
18	Unit	*Metal Drums (55-gallon) closed top	\$
19	Unit	*Packing/Absorbent Materials Vermiculite (20-pounds)	\$
20	Unit	Packing/bagged – clay absorbent (33-pounds)	\$
* Metal drums may be reconditioned with the appropriate certification			
21	Unit	Steel open top 55-gallon with hazardous waste label affixed*	\$
22	Unit	Steel open top 30-gallon with hazardous waste label affixed*	\$
23	Unit	Steel closed top 55-gallon with hazardous waste label affixed*	\$
24	Unit	Steel closed top 30 gallon with hazardous waste label affixed*	\$
Please list additional container sizes available below (use additional sheets as necessary):			
	Unit		\$
	Unit		\$

	OTHER	Pricing for services not listed on the pricing schedule will be determined and mutually agreed upon, prior to utilization of those services	
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WASTE STREAM DISPOSAL						
Waste Stream	Disposal Method	Price per Pound	Price per Cubic Yard	Price per 55-gallon Drum	Price per 5-gallon Drum	Price per Gallon
Spent Oil Filters (various)						
Spent Filter Media						
Hazardous Gas Condensate						
Misc. Corrosive Liquids						
Misc. Flammable Liquids						
Misc. Organic Peroxides						
Misc. Toxics						
Oils, waste						
Rags/Towels, Oily						
Absorbent, Oil Contaminated						
Soil, contaminated						

Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_



**PRIME CONTRACTOR CERTIFICATION**

The undersigned hereby certifies that \_\_\_\_\_

Name of Company

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 Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

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

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

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

Date Mailed: 11-23-2022  
Due 12-16-22, 11:00 A.M.  
Open: 12-16-22, 11:05 A.M.

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

The Bidder proposes to provide the products and/or services in accordance with the specifications attached herein.

COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_ FEIN # \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ or Soc Sec # \_\_\_\_\_  
CONTACT \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

**THIS IS NOT AN ORDER**

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<b>Agency Name and Delivery Address:</b>	<b>WILL COUNTY LAND USE 58E CLINTON ST #500 JOLIET, IL. 60432</b>
<b>For Additional information contact:</b>	<b>Kevin Lynn, Purchasing Director <a href="mailto:klynn@willcountyillinois.com">klynn@willcountyillinois.com</a></b>

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ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:  
No.\_\_\_\_, dated\_\_\_\_, signed\_\_\_\_\_

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ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:  
No.\_\_\_\_, dated\_\_\_\_, signed\_\_\_\_\_

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ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:  
No.\_\_\_\_, dated\_\_\_\_, signed\_\_\_\_\_

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ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:  
No.\_\_\_\_, dated\_\_\_\_, signed\_\_\_\_\_

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**LATE RESPONSES CANNOT BE ACCEPTED!**

<b><u>Respondents Return Address:</u></b>	
<b><u>RFP #:</u></b>	<b>2023-64 HAZARDOUS WASTE COLLECTION AND DISPOSAL, AND EMERGENCY RESPONSE SERVICES</b>
<b><u>DUE DATE:</u></b>	<b>12-16-2022</b>
<b><u>DUE:</u></b>	<b>11:00 A.M.</b>
<b>DATED MATERIAL-DELIVER IMMEDIATELY</b>	
<b>WILL COUNTY PURCHASING DEPARTMENT 302 N. CHICAGO ST., 2<sup>ND</sup> FLOOR JOLIET, IL 60432</b>	

PLEASE

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

**LATE RESPONSES CANNOT BE ACCEPTED**