AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Intergovernmental Agreement (IGA) between the City of Geneva and the County of Kane for Household Hazardous Waste Collection Services and Rider to the Offer to Contract (RFP 22-010) with Clean Harbors Environmental Services, Inc.
Presenter & Title:	Richard Babica, Director of Public Works
Date:	March 21, 2022

Please Check Appropriate Box:

X	Committee of the Whole Meeting		Special Committee of the Whole Meeting
X	City Council Meeting		Special City Council Meeting
	Public Hearing		Other -

Associated Strategic Plan Goal/Objective: ES II, ES III, ES IV,

Estimated Cost: $20,000	Budgeted? __X_ Yes ____ No	Other Funding? ____ Yes ____ No

If "Other Funding," please explain how the item will be funded:

Executive Summary:

The FY23 Budget provides $20,000 within the Refuse Fund to conduct a curbside Household Hazardous Waste (HHW) Program. In August 2017, Geneva and Kane County entered into a five year Intergovernmental Agreement (IGA) to conduct this program utilizing the Kane County contractor. Attached for your review is an intergovernmental Agreement (IGA) with Kane County to continue this program for the years 2022 through 2027. The program will be administered by Kane County with the HHW materials collected curbside from the residents, as is the current practice.

Attachments: *(please list)*

- Resolution
- Intergovernmental Agreement between Geneva and Kane County for HHW Service

Voting Requirements:

This motion requires a simple majority of affirmative votes for passage. The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.

Recommendation / Suggested Action: *(how item should be listed on agenda)*

Recommend Approval of a Resolution Authorizing the Mayor to execute an IGA with the County of Kane for the Household Hazardous Waste Collection Services and Rider to the Offer to the Contract (RFP 22-010) with Clean Harbors Environmental Services, Inc., in the amount not to exceed $20,000 annually.

RESOLUTION NO. 2022-20

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF KANE FOR THE HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES AND RIDER TO THE OFFER TO CONTRACT (RFP 22-010) WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement with the County of Kane, on behalf of the City of Geneva, for the Household Hazardous Waste Collection Services, a copy of which is attached hereto.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 21st day of March, 2022.

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this 21st day of March, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Attach. to # 22-175

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GENEVA AND THE COUNTY OF KANE FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES AND RIDER TO THE OFFER TO CONTRACT (RFP 22-010) WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

THIS AGREEMENT is hereby made and entered into as of the date of final execution below, by and between CLEAN HARBORS ENVIRONEMENTAL SERVICES, INC. (hereinafter referred to as the "Service Provider"), the CITY OF GENEVA, ILLINOIS, a municipal corporation (hereinafter referred to as the "City"), and COUNTY OF KANE, ILLINOIS (hereinafter referred to as the "County").

WITNESSETH

WHEREAS, the City and the County are public agencies within the meaning of the Intergovernmental Cooperation Act; and

WHEREAS, the City and the County are also units of local government within the meaning of Section 10 of Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the City and the County are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the Kane County Solid Waste Management Plan, adopted by the Kane County Board in 1992 and most recently updated in 2020 recommends that the County develop and maintain programs for collection and proper management of household hazardous waste (hereinafter referred to as "HHW") ; and

WHEREAS, the County holds a current service contract (hereinafter referred to as the "Current Operating Contract") covering the period March 28, 2022 to March 27, 2027, with a properly registered and authorized Service Provider, for collection, recycling and proper disposal of HHW; and

WHEREAS, this agreement shall be effective April 1, 2022 until adjustment or termination is sought by any party; and

WHEREAS, the City has been invited to continue partnership with the County in order to provide service to the residents of the City under the County's Current Operating Contract with the Service Provider.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City, the County, and the Service Provider agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement in their entirety.

SECTION 2. SCOPE OF SERVICES

(A) There is a current operating contract in force at the time of this Agreement with Clean Harbors Environmental Services, Inc, a properly registered Service Provider, and the County under which the Service Provider agrees to provide services to the City among other locations in the County (the "Master Agreement"). The terms of the Master Agreement are incorporated herein by reference and shall govern the services to be provided hereunder.

(B) The Service Provider delivers year-round monthly home collection for HHW to eligible communities within Kane County, including: scheduling, sending out kits, reminder calls, collection, and reporting. Each household will be allowed to use the program once each calendar year. All HHW will be transported to a registered facility for processing.

(C) The Service Provider will track and report City of Geneva program users separately.

(D) The eligible areas include residences within the corporate boundaries of the City. Residents of Mill Creek Special Service Area are eligible for the County HHW program but are not tracked under City program usage. Other residents in Unincorporated Geneva Township are not eligible for the program. The Service Provider agrees utilize a GIS tool provided by the County to ensure eligibility prior to providing service and to provide frequent reports on the addresses serviced.

(E) Materials accepted include the following:

- Antifreeze and other automotive fluids
- Ballasts (non-PCB & PCB)
- Blacktop sealer - oil based
- Cleaning products
- Cooking Oil
- Fluorescent bulbs (tubes and CFLs)
- Gasoline & oil/gas mixtures
- HID (headlight bulbs)
- Hobby & photo chemicals
- Lawn chemicals
- Mercury containing devices (thermostats, etc.)
- Paint (Oil-based paints, stains, varnishes)
- Pesticides, poisons, herbicides, insecticides
- Pool chemicals
- Propane tanks
- Resins and adhesives, excluding aerosol products
- Solvents

(F) Items not accepted include the following:

- Biological or medical waste, including sharps
- Radioactive materials, including smoke detectors and carbon monoxide detectors
- Tires
- Appliances
- All gas cylinders other than propane
- Fireworks, explosives and ammunition
- Highly reactive materials requiring stabilization for transport
- DEA regulated chemicals
- Unknown and unlabeled materials
- Any materials generated by a business, including home businesses and farms
- Containers of any liquid waste over 5 gallons in volume

(G) Service Fees in the Current Operating Contract are as follows:

1. Fee per stop for Universal Waste (Recyclable waste) only - $165 per resident stop.
2. Fee per stop for Universal Waste and HHW (mixed waste) - $165 per resident stop.
3. Excess waste pick-up fee - $2.06 per lb. in excess of 70 lbs. per resident stop, excluding latex paint, which will be exempt from being counted as excess poundage.
4. No-show fee for scheduled pick-ups where material is not left curbside - $75 per occurrence.

(H) The County Recycling Coordinator will administer the program including processing invoices, tracking City residents' usage, providing timely reports to the City, invoicing the City as applicable and as provided for in Section 3 below. The County Recycling Coordinator will also provide public response and outreach pertaining to the program.

SECTION 3. PAYMENT FOR SERVICES

(A) The City shall pay Twenty-Thousand Dollars ($20,000) per budget year to the County towards this program, in one lump-sum payment, to be paid within 60 days of receiving an invoice from the County.

(B) Should the actual program costs arising from service to City residents exceed the amount of Twenty-Thousand Dollars ($20,000) within a program year, the County reserves the right to invoice the City for the exact balance, to be paid within 60 days.

(C) Annual funds less the HHW home collection service program costs will support the delivery and maintenance of residential recycling programs provided by the County that benefit the residents of the City. These programs include:

a. Kane County Recycling Programs: Electronics Recycling, Clothing and Textile Recycling, Book and Bulk Paper and Cardboard Recycling, Document Shredding, Compost Bin Sales
b. Education and Outreach: KC Recycles Green Guide, KCR Website, Kane County Connects Weekly Column, Public Response (emails and phone calls), and presentations to City civic groups.
c. Other projects: Kane County Solid Waste Plan and achievement of goals, Hauler licensing & data collection, Recycling Ordinance enforcement, State level collaboration (for example: IEPA programs), technical assistance for waste hauler contracts and cart tagging programs.
d. Special Services to Municipalities and Townships: Annual free tire recycling collection for dumped tires, free electronics recycling (for dumped TVs and electronic equipment) year-

round.

SECTION 4. CHANGES

The County or the City may, from time to time, require or request changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the County and the City shall be incorporated only in written amendments to this Agreement.

SECTION 5. TERMINATION

(A) Default. This Agreement may be terminated in whole or in part in writing by any party provided that no such termination may be effected unless the other parties are given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(B) In the event of termination by any party, an equitable adjustment shall provide for payment to the County or Service Provider for services rendered prior to the termination.

SECTION 6. REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the County and the City arising out of or relating to this Agreement or the breach thereof shall be resolved in the Circuit Court of Kane County. Each party shall be responsible for its own attorney's fees and costs.

SECTION 7. HOLD HARMLESS

The City agrees to assume all risk of loss and to indemnify and hold the County and the Service Provider, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of the City's negligent or intentional acts or omissions.

SECTION 8. SEVERABILITY

The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect.

The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their respective duly authorized officers on the dates noted below.

COUNTY OF KANE

By _____
Corinne M. Pierog
Chairman, County Board
Kane County, Illinois

Date: 6/21/2022

CITY OF GENEVA

By _____
Kevin Burns
Mayor
City of Geneva, Illinois

Date: 8/22/22

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

By _____
Scott Amico
District Vice President
Clean Harbors Environmental Services, Inc.

Date: 7/19/2022 | 6:44:57 PM EDT

Clean Harbors
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

781.792.5000
800.282.0058
www.cleanharbors.com

January 14, 2022

Mr. Tim Keovongsak, CPPB
County of Kane, Purchasing Department
Building (A), Rm# 211, 212, or 214
719 South Batavia Ave.
Geneva, IL 60134

Dear Mr. Keovongsak:

In response to your January 10th and January 13th emails to Stephen Page regarding changes to the Terms and Conditions for the County of Kane RFP No. 22-010, Clean Harbors Environmental Services (Clean Harbors) acknowledges the following:

- **In section B. 9, Clean Harbors stipulates that the language should read as:**

B.9 Warranty:
Vendors or Seller (as the case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be of good material and workmanship.

Vendors or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, and assigns, and that these warranties shall survive acceptance of the goods or performance of the services for a period of one (1) year.

- **In section B. 10, Clean Harbors stipulates that the language should read as:**

B.10 Indemnity:
Vendors and/or Servicer and/or Seller (as the case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents and Employees from any and all liability or loss incurred by the County of Kane resulting from Vendors's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Vendors's and/or Servicer's and/or Seller's performance of this contract and Vendors's and/or Servicer's and/or Seller's violation of any of the terms and conditions of this agreement, and from the Vendors's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Vendors's and/or Servicer's and/or Seller's performance thereunder.

Vendors and/or Servicer and/or Seller shall provide to the County of Kane proof of adequate insurance coverage to satisfy the indemnification provisions herein.

Notwithstanding anything to the contrary, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to lost profits, lost data, lost revenues, loss of use, loss of business opportunity, or diminution in value, whether arising under contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, and whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

- **In section B. 13, Clean Harbors stipulates that the language should read:**

B.13 Payments:

B13.1 The payment terms for this contract will be made on a monthly basis by the County of Kane, within thirty (30) days of receipt of Vendor and/or Servicer and/or Seller's invoice.

B13.2 The County of Kane requests all payments being made to Vendors be done as direct deposits through an Automated Clearing House (ACH). All Vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendors Information on the Finance Department page.

- **In section F, Clean Harbors stipulates that the language should read as:**

F. TERMINATION FOR CAUSE:

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

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

Either party may terminate this Contract at any time, without cause and for convenience, upon thirty (60) days written notice to the other party. In the event of such termination, upon completion of any phase of the Basic Services, fees due the Vendors for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Vendors will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

In the event of any such termination, the Vendors also will be reimbursed for the charges of independent professional associates and Vendors employed by the Vendors to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

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

The remainder of the language contained in sections A through L of RFP No. 22-010 will remain as written.

Thank you again for your consideration of our proposal response. The CH legal Team, Steve Page, Scott Amico and I remain available should you require any additional assistance with this RFP's Terms and Conditions as we work toward an agreement and formal contract.

Sincerely,

Bruce Morgan

SVP, Clean Harbors Environmental Services

Clean Harbors
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

781.792.5000
800.282.0058
www.cleanharbors.com

January 10, 2022

Mr. Tim Keovongsak, CPPB
County of Kane, Purchasing Department
Building (A), Rm# 211, 212, or 214
719 South Batavia Ave.
Geneva, IL 60134

Dear Mr. Keovongsak:

In response to your January 10th email to Stephen Page regarding changes to the Terms and Conditions for the County of Kane RFP No. 22-010, Clean Harbors Environmental Services (Clean Harbors) acknowledges your acceptance of our redline changes to sections B.9, B.13 and B.10 (see below).

We are excited to begin a partnership with the County of Kane but request further discussion on two additional points that are key to Clean Harbors entering into a contract to provide the services outlined in this RFP.

- **Section F—Termination for Cause.**

  Either party may terminate this Contract at any time, without cause and for convenience, upon thirty (30) days written notice to the other party. In the event of such termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Vendors for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Vendors will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

Clean Harbors does not anticipate the need to terminate this contract. However, we respectfully request that the County of Kane reexamine our redline to change the right of termination from solely on the County to a mutual right for the County and Clean Harbors. Clean Harbors left the term as written at 30 days' notice, but are amenable to increasing that length of time to 60 days, 90 days or a different period of time that the County is comfortable with.

- **Section B.10—Indemnity.**

Clean Harbors recognizes that the County of Kane has accepted the paragraph that begins with "NOTWITHSTANDING ANY TERM OR CONDITION" to this section. However, based on the advice from our legal counsel, we respectfully request that the County keep the other changes made to this section or propose new language that is more amenable to both parties.

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

Vendors and/or Servicer and/or Seller shall provide to the County of Kane proof of adequate Insurance coverage to satisfy the indemnifications as required by the provisions herein.

NOTWITHSTANDING ANY TERM OR CONDITION OF THIS AGREEMENT TO THE CONTRARY AND, TO THE GREATEST EXTENT ALLOWED BY LAW, THE COUNTY OF KANE AGREES THAT VENDOR AND/OR SERVICER AND/OR SELLER'S AGGREGATE LIABILITY TO THE COUNTY OF KANE, TO ANYONE CLAIMING BY, THROUGH, OR UNDER THE COUNTY OF KANE, AND TO ANY THIRD PARTY FOR ANY AND ALL INJURIES, CLAIMS, DEMANDS, LOSSES, EXPENSES, OR DAMAGES, OF WHATEVER KIND OR CHARACTER INCLUDING BUT NOT LIMITED TO AN ACTION OR CLAIM BASED ON CONTRACT, WARRANTY, EQUITY, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE WORK/SERVICES OR THE PROJECT SITE, SHALL BE LIMITED TO THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY VENDOR AND/OR SERVICER AND/OR SELLER'S HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. Notwithstanding anything to the contrary, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages, including, but not limited to lost profits, lost data, lost revenues, loss of use, loss of business opportunity, or diminution in value, whether arising under contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, and whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

We appreciate your consideration of our proposal response. With the upcoming meeting of the Board of Kane County, our CH legal Team, Steve Page, Scott Amico and I would be happy to speak with you by phone to help expedite this process.

Sincerely,

Bruce Morgan

SVP, Clean Harbors Environmental Services

Steve Page, CH Account Manager

Scott Amico, VP, Greater Chicago Distrit

From: Page, Stephen L <Page.Stephen@cleanharbors.com>
Sent: Wednesday, December 1, 2021 2:27 PM
To: Jarland, Jennifer <JarlandJennifer@co.kane.il.us>
Cc: Keovongsak, Timothy <keovongsaktimothy@co.kane.il.us>
Subject: EX: RE: URGENT RESPONSE REQUESTED: RFP 22-010 Clarification Questions

Hi Jennifer,

Please let me know if you have any additional questions.

1. In your cost proposal (p 12), you "reserve the right to review and renegotiate rates for subsequent contract years". Are you clear that that opportunity would only be available at the end of the first five years, upon negotiation for any of the 3 optional addition years? Or are you proposing that the cost might raise during the five year contract? If so what percentage of increase do you imagine annually? ***CHES is proposing that the cost might rise during the initial five-year contract period and if awarded, reserve the right to review and renegotiate rates on an annual basis. Due to current concerns around supplies and logistics, pricing is annually anticipated to increase at a minimum rate of 5% or CPI plus 2%, whichever is greater.***
2. In the General Pricing Conditions (p13) we need further explanation on the following:
    a. What is TSDF (#3)? What sites are you referring to that Kane County might reduce or restrict? How would this scenario affect the pricing. Please offer examples. ***TSDF is a Treatment. Storage and Disposal Facility. Occasionally, contracts stipulate where hazardous waste needs to be routed. As a result, costs increase due to greater distances being traveled and additional handling fees. I didn't see any restrictions along these lines in the County of Kane RFP. As long as the County doesn't have any stipulations on how we route the HHW for disposal, this won't be an issue.***
    b. Regarding overtime costs (#4), Kane County will not accept fiscal responsibility for overtime payments for your staff. It will be the responsibility of Clean Harbors to schedule the collections so as to eliminate or minimize the need for overtime. The costs to Kane County will not be affected by your scheduling or overtime costs. ***Given that the majority contract is structured as a per stop fee, this condition can be disregarded by the County.***
    c. Regarding radioactive waste (#5), can you please provide more explanation on this point and include an example scenario? We believe it should be the responsibility of Clean Harbors, in the operation of this program, to assure that this does not incur additional expense to Kane County. ***To satisfy this requirement, our list of unaccepted HHW materials needs to be amended to read "Radioactive Materials, with the exception of smoke detectors." The County will not be expensed for the return of radioactive materials in the unlikely event that they***

are inadvertently collected. We will pick up smoke detectors, which contain a small amount of radioactive material.

d. Regarding cylinders (#6), we have the same concerns as above. We have no control over the condition of the cylinders and do not want to take fiscal responsibility for such. Can you please expand on this, including the likelihood of this happening, like what is the percentage of instances in another program like ours. What would we expect to pay annually for this sort of problem? ***To satisfy this requirement, our list of unaccepted HHW materials needs to be amended to include "Cylinders with broken or inoperable valves or otherwise not in DOT-shippable condition." The residents will need to be informed that these types of cylinders (usually propane tanks with damaged valves) will not be accepted at collection. If put out for collection, CHES staff will have to leave them behind. The County will not be billed any surcharges for damaged cylinders.***

3. Please provide a cross check on accepted items (p 9) between your list and ours, and confirm that all of the items listed on this page are acceptable. ***Confirmed***
4. In your proposed changes to the contract we would be requesting at least 60 days' notice for termination (Terms & Conditions page 11). Is that acceptable to you? ***A mutual termination notice of 60 days is acceptable.***
5. Regarding the 1-800 number (p8), how long do you expect it will take to set that up if Clean Harbors is selected? ***We anticipate that a 1-800 line to the local branch would not take long to establish and expect that it will be operational before the contract start date of March 28, 2022.***

Stephen Page
Technical Services Account Manager
Clean Harbors Environmental Services
Greater Chicago Land District
©847.514.3579
Page.Stephen@cleanharbors.com
www.cleanharbors.com

Safety Starts with Me: Live It 3-6-5

From: Jarland, Jennifer <JarlandJennifer@co.kane.il.us>
Sent: Tuesday, November 30, 2021 10:44 AM

To: Page, Stephen L <Page.Stephen@cleanharbors.com>
Cc: Keovongsak, Timothy <keovongsaktimothy@co.kane.il.us>
Subject: URGENT RESPONSE REQUESTED: RFP 22-010 Clarification Questions
Importance: High

Hello Stephen,

As the evaluation team reviews your submission we would please like clarification on a few items, as follows:

1. In your cost proposal (p 12), you "reserve the right to review and renegotiate rates for subsequent contract years". Are you clear that that opportunity would only be available at the end of the first five years, upon negotiation for any of the 3 optional addition years? Or are you proposing that the cost might raise during the five year contract? If so what percentage of increase do you imagine annually?
2. In the General Pricing Conditions (p13) we need further explanation on the following:
    a. What is TSDF (#3)? What sites are you referring to that Kane County might reduce or restrict? How would this scenario affect the pricing. Please offer examples.
    b. Regarding overtime costs (#4), Kane County will not accept fiscal responsibility for overtime payments for your staff. It will be the responsibility of Clean Harbors to schedule the collections so as to eliminate or minimize the need for overtime. The costs to Kane County will not be affected by your scheduling or overtime costs.
    c. Regarding radioactive waste (#5), can you please provide more explanation on this point and include an example scenario? We believe it should be the responsibility of Clean Harbors, in the operation of this program, to assure that this does not incur additional expense to Kane County.
    d. Regarding cylinders (#6), we have the same concerns as above. We have no control over the condition of the cylinders and do not want to take fiscal responsibility for such. Can you please expand on this, including the likelihood of this happening, like what is the percentage of instances in another program like ours. What would we expect to pay annually for this sort of problem?
3. Please provide a cross check on accepted items (p 9) between your list and ours, and confirm that all of the items listed on this page are acceptable.
4. In your proposed changes to the contract we would be requesting at least 60 days' notice for termination (Terms & Conditions page 11). Is that acceptable to you?
5. Regarding the 1-800 number (p8), how long do you expect it will take to set that up if Clean Harbors is selected?

We may have further questions as we continue our analysis. For now, please respond to the above questions at your earliest convenience.

Thank you!

Jennifer Jarland
Recycling Program Coordinator
Kane County Government Center
719 S. Batavia Avenue, Bldg. A,
Geneva, IL 60134
o) 630-208-3841, c) 303-563-9409
email: recycle@countyofkane.org
Pronouns: She/Her
www.countyofkane.org/recycling

Clean Harbors Environmental Services, Inc.
633 East 138th Street
Dolton, IL 60419
(847) 514-3579
www.cleanharbors.com

November 24, 2021

Mr. Tim Keovongsak, CPPB
County of Kane, Purchasing Department
Building (A), Rm# 211, 212, or 214
719 South Batavia Ave.
Geneva, IL 60134

Dear Mr. Keovongsak:

Clean Harbors Environmental Services ("Clean Harbors") is pleased to present the following proposal to provide Door-to-Door Household Hazardous Waste collection, transportation and disposal services to the County of Kane. In accordance with the Request for Proposal, we have provided information and references regarding our qualifications and experience in performing Household Hazardous Waste management services.

A partnership with Clean Harbors offers valuable benefits to Kane County that exceed mere price alone. For instance:

- Clean Harbors' extensive network of company owned and operated EPA permitted recycling and disposal facilities, which ensures the compliant handling of your household hazardous waste and shields you from waste brokering liability exposure. Clean Harbors' ability to manage the majority of customer waste streams in-house is unique in the marketplace.

- Our local presence around Chicago enables Clean Harbors to easily and quickly respond to your service needs.

- Clean Harbors' size and more than 41 years of financial stability provides assurance of immediate performance as well as long-term environmental liability protection. At the conclusion of each HHW pickup, all parties involved will feel secure in knowing that the hazardous waste solutions provided now will not become problems down the road.

I am confident that you will determine that Clean Harbors is the best qualified to provide Kane County with the highest level of technology and service available in the industry, at a highly competitive price. If you have any questions or would like further information regarding our proposal, please do not hesitate to contact me.

Sincerely,

Stephen Page

Stephen Page
Account Manager
(847) 514-3579
Page.Stephen@cleanharbors.com

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- **Attachment 1:** Proposal Response Form
- **Attachment 2:** Clean Harbors' Certificate of Insurance
- **Attachment 3:** Contractor Disclosure Statement
- **Attachment 4:** Familial Relationship Disclosure Statement
- **Attachment 5:** Door to Door HHW Collection SOP
- **Attachment 6:** Proposed Redline Changes to Terms and Conditions

BACKGROUND AND SUMMARY

Company Overview

Clean Harbors is a leading provider of environmental, energy and industrial services throughout North America. We are also the largest re-refiner and recycler of used oil in the world and the largest provider of parts cleaning and related environmental services to commercial, industrial and automotive customers in North America. Our Company consists of two operating segments:

1. **Environmental Services** which consists of Technical Services, Field Services, Industrial Services, and Oil, Gas and Lodging lines of business.

    a. Technical Services provides a broad range of vertically integrated hazardous and non-hazardous material management services. These include collection, packaging, laboratory moves, transportation and disposal services, which are offered at Company-owned recycling, incineration, landfill, wastewater, and other treatment facilities.
    b. Field Services provides a wide variety of environmental cleanup services at customer sites or other locations, on a scheduled or emergency response basis, including tank cleaning, decontamination, remediation and spill cleanup.
    c. Industrial Services provides turnkey industrial and specialty services to refineries, chemical plants, oil sands facilities, pulp and paper mills, and other industrial facilities. These include high-pressure and chemical cleaning, catalyst handling, decoking, daylighting and hydro excavation, material processing, etc.
    d. Oil, Gas and Lodging serves the oil and gas exploration, production and power generation industries. Services include seismic services, surface rentals and lodging operations in Western Canada.

2. **Safety-Kleen** which provides used oil collection, recycling and re-refining, parts washing and other environmental services for the small quantity generator market. Through their closed-loop initiative, Safety-Kleen processes used oil collected from customers into high-quality base and blended lubricating oils that are marketed and sold to third parties.

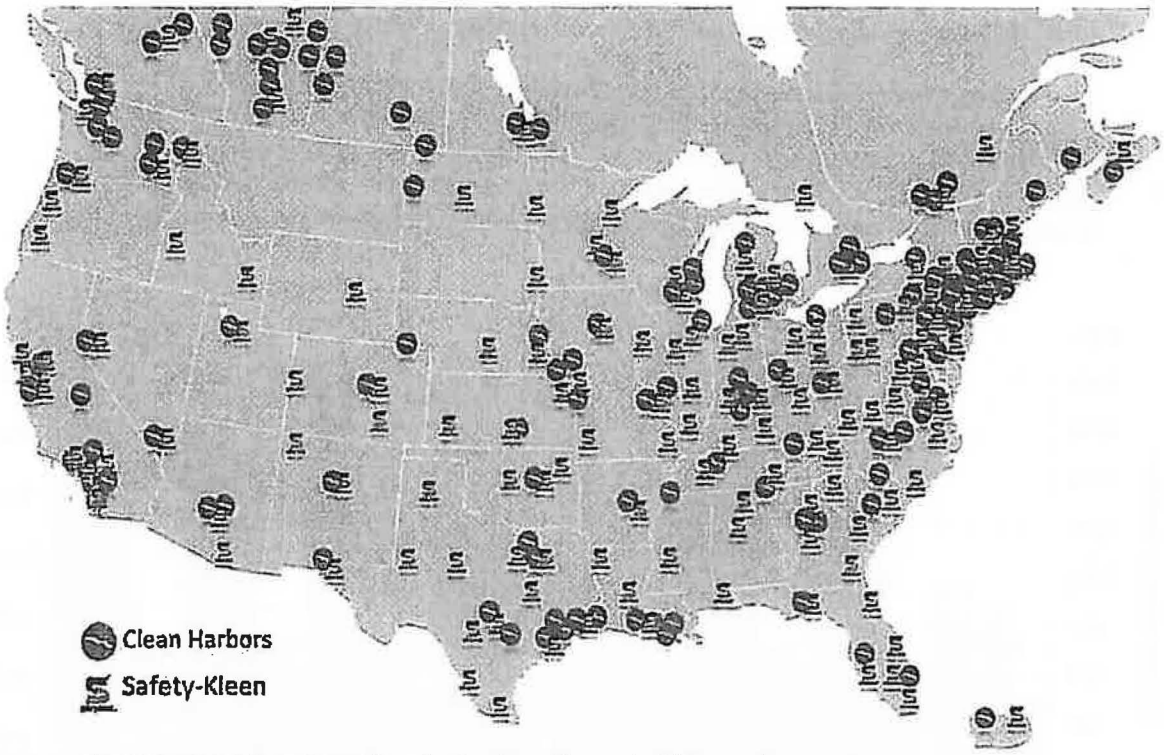
The services provided to Kane County for this RFP will be performed by Clean Harbors' Technical Services business unit.

Comprehensive HHW Services

Clean Harbors is North America's leading provider of environmental, energy and industrial services. We serve a diverse customer base across a broad range of vertical markets, including numerous federal, state, provincial and local governmental agencies, a majority of the Fortune 500 companies and over 300,000 small and medium-sized businesses.

Headquartered in Norwell, Massachusetts, Clean Harbors maintains over 400 service locations throughout the United States and Canada (illustrated on the map below), as well as Mexico and Puerto Rico. As the owner- operator of more than 100 waste management facilities offering a

wide range of disposal options, Clean Harbors is also North America's largest hazardous waste disposal company and largest re-refiner of used oil into base and blended lube oils.



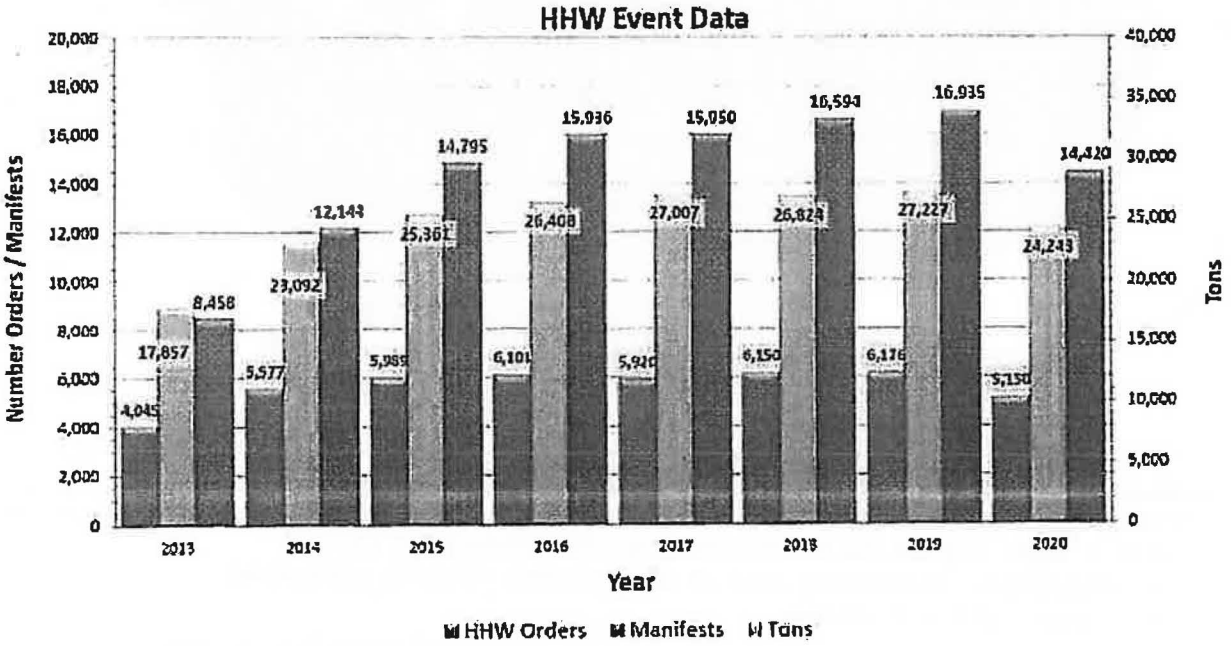
Clean Harbors has positioned itself as the leader of household hazardous waste management programs in North America. Communities trust us to collect their paints, solvents, batteries, fluorescent lamps, pesticides, cleaners, and other hazardous materials because they know we will do it safely, efficiently and with the highest regard for the environment.

Nationwide, we manage thousands of HHW collection programs including (but not limited to):

- Temporary/One-Day Household Hazardous Waste Collection Events
- Satellite Household Hazardous Waste Collection Events
- Permanent Household Hazardous Waste Collection Facility Management
- Special Collection Events (e.g. E-Waste, Paint Only, Pharmaceuticals, etc.)
- Small Quantity and Conditionally Exempt Small Quantity Generator ("SQG and "CESQG") Programs
- Door-to-Door Collection Programs

- Material Reuse Programs
- Agricultural Pesticide Collection Programs
- Emergency/Disaster-Related Household Hazardous Waste Collection Programs

This diversity and experience enable Clean Harbors to successfully implement comprehensive service packages specifically designed for each individual client. Our HHW specialists work closely with customers to identify short and long-term objectives as well as explore viable options that can reduce your liability and maximize fiscal resources. We meet the challenges unique to each community or organization.



Our Household Hazardous Waste Management Services include:

- Program Management
- Staffing
- Disposal
- Transportation

Program Management – Clean Harbors' dedicated HHW staff will provide complete program management including pre-event planning, event logistics, on-site operations, and post-event reporting. Our highly trained and experienced staff will provide technical and regulatory assistance as well.

Staffing – Clean Harbors has an extensive staffing pool of both full-time and part-time hazardous waste chemists and technicians. Whether we provide complete turnkey services or supplemental staffing to a client-run program, you can rely on Clean Harbors for professional, experienced and knowledgeable HHW professionals.

Disposal - Clean Harbors assumes generator status of all waste removed from participant vehicles. Assuming generator status means we acquire all rights, titles, and liability to waste removed from site.

As an environmentally conscious company, we are committed to recycling and reclaiming wastes using a variety of methods. These methods effectively remove contaminants from the original material, restore its fitness for its intended purpose or convert it to a beneficial reuse material, thereby reducing the volume of waste requiring disposal.

Transportation Services - Clean Harbors' fleet of over 10,000 licensed transportation vehicles is critical to providing turnkey environmental management services to our clients. We maintain all required state and federal permits and licenses for transporting all waste generated at the collection events.

STATEMENT OF QUALIFICATIONS

Upon award of a contract to Clean Harbors, a plan will be set forth to ensure that Kane County will experience an effective and efficient transition. The structure of the implementation plan will be flexible in nature, but will at a minimum initially outline a timeline, communication procedures, issue resolution procedures, scope of work review, staffing requirements, tentative schedules, and a review of both parties expectations under the contract.

The Clean Harbors Account Management team, led by Stephen Page, will oversee all implementation and transition activities. To begin this implementation process, our Account Management team would like to meet in person with the Kane County team to coordinate the following:

- Establishment of Clean Harbors profiles
- Development of efficient communication procedures between Kane County and Clean Harbors
- Address any special handling requirements
- Review Kane County's reporting requirements and develop specific report templates and establish delivery methods

One of the major reasons for the success of Clean Harbors is due to our extensive logistical support at a corporate level. We believe that Clean Harbors' logistical support organizations are the industry leaders. These organizations have played and will continue to play a major role in all aspects of the management, operation, and ultimate success of Clean Harbors. Mr. Page will have access to our corporate managers of each of the various support functions, i.e., Administration, Technical, Information Systems, Compliance and Health & Safety. The manager of each support function is focused on providing and maintaining support organizations that are unsurpassed in terms of quality, responsiveness and dedication.

Our staff works closely with customers to identify short and long-term objectives, as well as explore viable options that can lower liability and maximize fiscal resources. We will meet the challenges unique to your community.

HHW Door to Door Work Plan

The proposed program will be available to all residents meeting Kane County's acceptance criteria. Residents can call our toll-free hotline (which will be established upon contract award) to learn about the program and/or schedule a door-to-door collection appointment.

Clean Harbors will staff the hotline during routine business hours (Monday through Friday from 8 a.m. to 5 p.m. MST, excluding holidays). After-hours callers will reach our voicemail system which operates during all non-business hours. Voicemail messages will be returned as soon as possible, but in no event later than the next business day.

When the participant calls, demographic and location data will be collected. Information collected from the participant will include their name, address, and phone number, cross streets, age group and how the resident heard about the door-to-door program.

The Clean Harbors staff will request a verbal "general" inventory of the material to be collected. Our staff will obtain an inventory of waste requiring pickup. The inventory will contain information on the waste types and quantities. In order to reduce overall program costs, residents will be encouraged by our staff to locally recycle used motor oil, filters and automotive batteries and other items which have local recycling options.

Should the resident inform our staff that they have unacceptable materials, we will always assist residents in finding proper outlets for all unacceptable materials.

During the call, our staff will also inform the participant on the preparation and pickup instructions, maximum quantities allowed under the program, and other key program parameters. At the close of the call, residents will be given a door-to-door collection appointment date.

The following is a brief summary of Clean Harbors HHW Door-to-Door collection process.

- Clean Harbors will provide the County with a 1-800 number for disbursement to residents.
- This link will allow residence to schedule pickups and allow them to communicate types and amounts of materials as well as ask any questions they may have related to the service.
- When residents submit a request for service they'll be contacted via email or phone within two business days communicating the day their service will be scheduled. They will also be notified to expect a kit and instructions for preparing and placing their HHW material out for collection.
- If residents submit requests with items outside of the scope of service, they will be notified that the items will not be picked up as part to the collection and Clean Harbors will attempt to point them towards alternative options for those items.

- Kits consisting of a minimum of a clear 4-millimeter 55-gallon plastic bag, one-way secure tie, extra labels and instructions for packing and closing will be sent out at a minimum of 24 hours prior to the service date.
- Reminder emails will be sent out 24-48 hours prior to each service date and a phone call will be made the day prior reminding residents of the service and answer any questions they may have.
- Cancellations submitted prior to dispatching the driver will be removed from the run at no charge. Any cancellations after the driver has been dispatched will be subject to the fee for confirmed pickups that did not place waste out for collection.
- Resident information (Name, address, phone number and anticipated waste types) will be exported from the form submittal and printed out to serve as check list for the Clean Harbors personnel providing the pickup.
- Clean Harbors' service personnel will note on the checklist any residence:
    - that did not place waste out for collection
    - had excessive waste that had to be left behind
    - had items that fell outside the scope of service that were left behind
    - any other situations that may need to be documented.

Additional Information
Additional information on the operating protocols, equipment and materials required for Clean Harbors' door-to-door HHW program can be found in the attached document, *Door to Door HHW Collection SOP*.

Typical Acceptable Materials

Arts and crafts supplies
Ammonia
Antifreeze
Batteries, household generated
Batteries, automotive/motorcycle
Bleaches
Brake fluid
Cesspool cleaners
Creosote
Drain cleaners
Dry cleaning fluids
Engine and radiator flushes
Floor cleaners
Herbicides
Household cleaners
Insecticides
Light bulbs
Metal polish
Moth balls
Motor Oils
Muriatic acid
Old chemistry sets
Oven cleaners
Paint & Paint Related Materials
Paint thinner
Pesticides
Photo chemicals
Pool chemicals
Radiator cleaners
Rodent killers
Rust preventatives
Sealants
Solvents
Transmission fluid
Wood preservatives
Wood strippers

Unacceptable Materials

Clean Harbors reserves the right to refuse any waste deemed unsafe to handle or unsuitable for collection. **Clean Harbors does not routinely accept the following materials,** which are not common at household hazardous waste collection programs:

- Biological/Infectious Waste (i.e., sharps)
- Radioactive Materials
- Unknowns
- Tires
- Appliances
- Non-Propane Cylinders
- Fireworks/Explosives/Ammunition
- Reactive Materials Requiring Stabilization
- DEA Regulated Substances
- Any Item Restricted from the Receiving Clean Harbors Facility
- Any item prohibited from transportation per DOT and Clean Harbors

REFERENCES

Below are the names and contact information for a few customers to whom Clean Harbors has provided both traditional and door-to-door Household Hazardous Waste services over the past few years.

Organization: Lakeshore Recycling Systems
Address: 6132 Oakton Street
City, State, Zip Code: Morton Grove, IL 60053
Telephone Number: office (847) 779-7500 cell (815) 901-2130
Contact Person: Katie Neary
Date of Project: Ongoing door-to-door HHW collections starting in 2018

Organization: Will County Land Use Department
Address: 58 E. Clinton St, Suite 100
City, State, Zip Code: Joliet, IL 60432
Telephone Number: (815) 774-7898
Contact Person: Dave Hartke
Date of Project: HHW collection from Fall of 2019 to present

Organization: City of Benecia, California via Republic Services
Address: 250 East L Street
City, State, Zip Code: Benicia, CA 94510
Telephone Number: office (925) 671-5814 cell (707) 694-4570
Contact Person: Marie Knutson
Date of Project: Ongoing door-to-door HHW collections

Organization: City of San Ramon, California
Address: 5000 Crow Canyon Road
City, State, Zip Code: San Ramon, CA 94582
Telephone Number: (925) 973-2824
Contact Person: Kerry Parker
Date of Project: Ongoing door-to-door HHW collections starting in 2021

CLEAN HARBORS COST PROPOSAL

Below is Clean Harbors cost proposal for Kane County's Door-to-Door Household Hazardous Waste collection program.

Year 1

Fee per stop for recyclable HHW materials only * latex paint to be billed separately from HHW collection at a rate of $1.30/lb.	$	165.00
Fee per stop for mixed or non-recyclable HHW materials * latex paint to be billed separately from HHW collection at a rate of $1.30/lb.	$	165.00
Excess waste pricing, per pound for pickups in excess of 70 lbs. * weight of latex paint is not counted toward the maximum pickup weight	$	2.06
Fee per home for confirmed collections without materials placed out for collection	$	75.00

* Due to current concerns around supplies and logistics, Clean Harbors reserves the right to review and renegotiate rates for subsequent contract years

GENERAL PRICING CONDITIONS

Provided below are general pricing conditions for this contract.

1. This Proposal is valid for 90 days.

2. Lab Pack rates do not include explosive or potentially explosive, radioactive, temperature sensitive or infectious materials. Clean Harbors reserves the right to decline to accept for disposal any waste materials which, in its reasonable judgment, it cannot dispose of in a lawful manner or without a risk of harm to public health or the environment, or for which no legal means of disposal exists. Clean Harbors will provide separate quotations for any potential high-hazard work (i.e. peroxidized ethers, explosives, cylinders, etc.) upon request.

3. All pricing presented in this contract is based on Clean Harbors' ability to utilize our approved network of audited TSDFs. If the number of sites approved by Kane County is reduced or restricted, additional costs may be applied due to increased handling of wastes and reduced economies of scale.

4. Unless otherwise quoted, all hours worked in excess of eight (8) hours on a normal workday (Monday - Friday), as well as all hours worked all day on Saturdays, are considered Overtime and will be invoiced at 1.5 times the applicable straight time rate for all billable personnel. All day Sundays and holidays is considered Premium Time, and will be invoiced at 2.0 times the applicable straight time rate for all billable personnel.

5. Customer must agree to accept return of radioactive waste as the result of a regulatory action at a designated receiving facility or as a result of misrepresentation of the waste on the part of the Customer. Contractor will work with Customer to minimize costs associated with return of waste.

6. <u>Propane Cylinder Conditions</u>

   6.1. Cylinders must in DOT-shippable condition. All cylinders require an approved cylinder evaluation sheet and leak test for final acceptance.

   6.2. Cylinders with inoperable valves may be subject to rejection, or may be charged an additional handling fee of $400.00.

   6.3. Cylinders with a stuck/rusted valve cap will be subject to a $55.00 stuck cap charge.

   6.4. Cylinder pricing offered in this proposal is contingent upon approval of Clean Harbors La Porte, LLC as the destination TSDF.

CONTRACT TERMS AND CONDITIONS

This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.

Our corporate counsel has reviewed the RFP and hereby respectfully requests Kane County consider the modifications outlined in the Attachment Six: Proposed Redline Changes to Terms and Conditions

G. Litigation

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five (5) years. Provide status or outcome of any such proceedings disclosed.

Clean Harbors has pending non-material cases, claims or assessments against the Company which arise in the ordinary course of business consisting primarily of automobile accident claims, commercial, employee and environmentally related lawsuits and administrative proceedings. Some of these proceedings may result in fines, penalties, and judgments against Clean Harbors. Clean Harbors warrants, however, that it is not involved in any action or suit that would preclude it from performing its obligations under this Request for Proposal.

Attachments

- **Attachment 1:** Proposal Response Form
- **Attachment 2:** Clean Harbors' Certificate of Insurance
- **Attachment 3:** Contractor Disclosure Statement
- **Attachment 4:** Familial Relationship Disclosure Statement
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PROPOSAL RESPONSE FORM
For
HOUSEHOLD HAZARDOUS WASTE COLLECTION

RFP Due Date & Time: **3:00 P.M. MONDAY, NOVEMBER 29, 2021**

To: County of Kane
Purchasing Department, Bldg., A, Room 210, 212, or 214
719 S. Batavia Ave., Geneva, IL 60134

The proposer shall return RFP with all documents, as well as literature, samples, etc. as required within the specifications.

The undersigned proposer, having examined the specifications and any other related documents, hereby agrees to provide services per specification and to perform other work stipulated in, required by and in accordance with the proposal documents attached for and in consideration of the proposed prices.

RECEIPT OF ADDENDA: The undersigned hereby acknowledges receipt offollowing addendum(s):_____;_____;_____;_____.

By signing this proposal, the proposer hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Title 3, Part F, Article 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this RFP will be based upon the funding available to Kane County. The terms of the RFP and the response shall be incorporated by this reference as though fully set forth into the Contract not withstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the RFP and the response, the terms of the RFP and the response shall govern. Every element or item of the RFP and the response shall be deemed a material and severable item or element of the contract. This is a five (5) year contract with mutual option for three (3) one-year renewal periods upon agreement by both parties. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFP.**

Signature_____

Typed Signature George Curtis, Executive Vice President, Pricing and Proposals

Company Clean Harbors Environmental Services, Inc.

Address 42 Longwater Drive, Norwell, MA 02061

Phone # (781) 792-5000 **Fax#**_____

Federal I.D./Social Security # 04-2698999 **Date** 11/22/2021

This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated in the bid documents, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.

ACCEPTANCE

The Offer is hereby accepted for ***HOUSEHOLD HAZARDOUS WASTE COLLECTION.***

The Contractor is bound to provide the materials and services listed in the attached agreement and based upon the Request for Proposal, including all terms, conditions, specification and amendments, the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **22-010**. The Contractor has been cautioned not to commence any billable work or to provide any materials or services until this Contractor receives a purchase order and or notice to proceed.

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

2-14-22
Date

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: ACE Property & Casualty Insurance Company	20699
INSURER C: Indemnity Insurance Company of North Amori	43575
INSURER D: Great American Insurance Company	16691
INSURER E:	
INSURER F:	

INSURED
Clean Harbors Environmental Services, Inc. and its Affiliates
42 Longwater Drive
Norwell, MA 02061

COVERAGES

CERTIFICATE NUMBER: W23048113

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	EDO G72496759	11/01/2021	11/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	ISA H25559034	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			XEUG4682586A 005	11/01/2021	11/01/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C67824556 (AOS)	11/01/2021	11/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	Workers Compensation & Employers Liability Per Statute		Y	WLR C67824593 (CA, MA)	11/01/2021	11/01/2022	E.L. EACH ACCIDENT E.L. DISEASE - EA EMP E.L. DISEASE-POL LMT	$2,000,000 $2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Scope of Work: All operations of the Named Insured.

SEE ATTACHED

CERTIFICATE HOLDER

County of Kane
719 Batavia Ave., Bldg A
Geneva, IL 60134

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julie M Powers

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.	NAMED INSURED Clean Harbors Environmental Services, Inc. and its Affiliates 42 Longwater Drive Norwell, MA 02061
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: CO116674

Certificate Holder is named as an Additional Insured for General Liability and Auto Liability as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

It is further agreed that the General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

It is understood and agreed that the company waives its right of subrogation which may arise by reason of a payment of claim under the General Liability, Auto Liability and Worker's Compensation policies as required by written contract where allowed by state law.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667

POLICY NUMBER: COO G27416603 007 EFF DATE: 11/01/2021 EXP DATE: 11/01/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	$10,000,000
	All Claims	$10,000,000
	SIR	$250,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667

POLICY NUMBER: COO G27416603 007 EFF DATE: 11/01/2021 EXP DATE: 11/01/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Claim	$10,000,000
	All Claims	$10,000,000
	SIR	$250,000

INSURER AFFORDING COVERAGE: Great American Insurance Company NAIC#: 16691

POLICY NUMBER: PRE E603235 01 EFF DATE: 11/01/2021 EXP DATE: 11/01/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Legal Liability	Each Claim	$10,000,000
	Aggregate	$10,000,000

POLICY NUMBER: HDO G72496759

1
Endorsement Number

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured Clean Harbors, Inc.			Endorsement Number
Policy Symbol HDO	Policy Number G72496759	Policy Period 11/01/2021 to 11/01/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY COVERAGE

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.	CG2026 (12/19) AI - Designated Person Or Organization

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Agent

POLICY NUMBER: HDO G72496759

Endorsement Number 1

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Clean Harbors, Inc.			Endorsement Number
Policy Symbol ISA	Policy Number H25559034	Policy Period 11/01/2021 TO 11/01/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Clean Harbors, Inc.			Endorsement Number
Policy Symbol ISA	Policy Number H25559034	Policy Period 11/01/2021 TO 11/01/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured CLEAN HARBORS, INC. 42 LONGWATER DRIVE NORWELL MA 02061	Endorsement Number Policy Number Symbol: WLR Number: C67824556
Policy Period 11-01-2021 **TO** 11-01-2022	Effective Date of Endorsement 11-01-2021
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured CLEAN HARBORS, INC. 42 LONGWATER DRIVE NORWELL MA 02061	Endorsement Number Policy Number Symbol: WLR Number: C67824593
Policy Period 11-01-2021 **TO** 11-01-2022	Effective Date of Endorsement 11-01-2021
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

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For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Agent

CleanHarbors
ENVIRONMENTAL SERVICES®

42 Longwater Drive

Norwell, MA 02061

CONTRACTOR DISCLOSURE

As of November 22, 2021, Clean Harbors Environmental Services, Inc., to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners, with at least 5% holdings in Clean Harbors Environmental Services, Inc.:

Alan McKim 5%

Clean Harbors Environmental Services

42 Longwater Drive

Norwell, MA 02061

Signature:

Officer: George Curtis Date: November 22, 2021

Title Executive Vice President, Pricing and Proposals

Subscribed and Sworn this 22nd day of November, 2021

Notary Public 11/22/2021

SUZANNE SHERBURNE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
August 26, 2022

CleanHarbors
ENVIRONMENTAL SERVICES®

42 Longwater Drive

Norwell, MA 02061

FAMILIAL RELATIONSHIP DISCLOSURE

As of November 22, 2021, Clean Harbors Environmental Services, Inc., to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12 month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Officer: George Curtis Date: November 22, 2021

Title Executive Vice President, Pricing and Proposals

Subscribed and Sworn this 22nd day of November, 2021

Notary Public 11/22/2021

SUZANNE SHERBURNE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
August 26, 2022

SOP Title: Door to Door HHW Collection		Rev.
Facility: Technical Services		
Prepared By:	Revision Date:	
CHES Approval:	Date:	
CHES H&S Approval:	Date:	

A. PURPOSE

This Standard Operating Procedure (SOP) provides guidance, and steps required for collecting, packing and shipping of HHW material collected as part of a residential curbside collection program.

B. ROLES & RESPONSIBILITIES

1. The Technical Services Branch Manager (TSBM) is responsible for ensuring all employees are trained and knowledgeable in this SOP and all personnel comply with this SOP.

2. The TSBMs have responsibility to ensure that the Field Chemists and/or Retail Technicians are trained, and all equipment and PPE is available to the employees, and that the SOP is followed.

3. Employees who are performing this task are responsible for adhering to safe work practices and all components of this SOP. Employees are responsible for inspecting equipment and must report any deficiencies/failures or incidents immediately to their Supervisor.

C. PREREQUISITES

1. Refer to this SOP and associated JHA prior to commencement of the task.
2. **Health & Safety manager must be contacted if:**
   a. **Any safety procedure cannot be accomplished as described in this SOP (example: Material reactions within the tote. Unsafe road ways).**
3. Employees must have documented training as outlined in this SOP.
4. If all SOP requirements are within these guidelines, this work is authorized to be performed as a solo worker.

PPE Requirements:

- Safety Glasses
- 4 mil Nitrile Inner glove and cut resistance outer.
- Tyvek apron with sleeves.
- Leather Steel Toed Safety boots
- Reflective vest

Training:

- HAZWOPER Training
- OSHA regulated substances, as required (e.g., benzene, methylene chloride Vinyl chloride, asbestos, arsenic, etc.)
- RCRA Training
- Fire Extinguisher Training
- SOP and JHA Training

Tools: All appropriate tools should be made available in work area. (See Section E, Equipment Required)

D. PROCEDURE

Prior to job start

1. Review this SOP and associated JHA.
2. Ensure that task parameters are within scope of Retail Bulking SOP and JHA. If non-routine hazards are present, complete TSOSEC form and contact your local Health & Safety manager.

Site Set Up / Operation

1. Upon arriving at an appointment place truck in park and turn on 4 way flashers.
2. Check traffic and ensure roadway is clear prior to exiting the vehicle
3. Examine material through clear plastic tote looking for any unacceptable materials or reactions
   a. If mixed material appears to be causing a reaction contact H&S
4. If the material is acceptable remove the lid and further examine for unacceptable items
   a. Unacceptable items should be segregated and left in tote prior to leaving appointment.
5. Move tote into back of the truck utilizing the trucks lift gate.
6. Properly segregate waste and place into either UN rated 55 gal poly ring closure type drum or UN rated screw top poly pail.
7. Add vermiculite to secure items within the drum.
8. Replace all lids and rings to close containers per manufactures closure instructions.
9. Properly label drums and apply DOT diamonds when required.
10. Ensure all containers are secured and braced inside the vehicle.
11. Replace lid on residence tote and leave at curbside.
12. Close and secure trucks rear door and raise and secure lift gate.
13. Update shipping paper and display any placards required before moving to the next appointment.

E. EQUIPMENT REQUIRED

- Ratchets, speed wrenches, bung wrenches, (spark proof if needed),
- Load securement straps.
- Spill equipment and materials (speedi dry/absorbent pads, sorbent socks/boom),
- Non-sparking tools,
- Fire Extinguisher,
- Emergency supplies available (first aid kit, eye wash bottle),
- Communication source available (Example: cell phone)(emergency purposes)

F. List of Unacceptable items:

(1) Biological/Infectious Waste (i.e., sharps)
(2) Radioactive Materials
(3) Unknowns
(4) Tires
(5) Appliances
(6) Non-Propane Cylinders
(9) Fireworks/Explosives/Ammunition
(10) Reactive Materials Requiring Stabilization
(11) DEA Regulated Substances
(12) Any Item Restricted from the Receiving Clean Harbors Facility
(13) Any item prohibited from transportation per DOT and Clean Harbors

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Maria Calamia, CPPB
Director of Purchasing

719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
Telephone: (630)208-3803
Fax: (630) 208-5107

November 22, 2021

ADDENDUM 1

RFP No. & Title: **22-010 HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES**

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original RFP document and they shall be taken into account in preparing the proposal and shall be part of the contract.

ADDITIONAL INFORMATION

Alternative proposals related to latex paint will be accepted as follows:

Please submit a proposal on the RFP as written, to include latex paint and note that as written latex paint will be exempt from any fees associated with excess pounds. If it is not exempt and you intend for it to be included in the excess weight fee, please make that explicitly clear. Further, please note what the end disposition of this material will be. If you are able to have it recycled as paint or other product, please state that information. If it is sent for disposal, please describe that method.

Kane County will consider alternative proposals that would eliminate latex paint from the program, and make it a non-accepted material. This invitation for an alternative bid is based on the fact that water-based paint is not regulated as a hazardous material, and there are other options for disposal that include recycling it at local hardware stores or recycling events in Kane County.

Please acknowledge receipt of Addendum #1 and respond accordingly.

Sincerely,
Tim Keovongsak, CPPB
Kane County Purchasing Department

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

MARIA CALAMIA, CPPB
Director of Purchasing

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107

REQUEST FOR PROPOSALS

DATE: November 15, 2021
RFP No. & TITLE: 22-010 Household Hazardous Waste Collection

The County of Kane is accepting proposals from qualified and experienced Contractors for a year-round door to door residential curbside household hazardous waste collection and service program for the Kane County Department of Environmental and Water Resources.

SUBMITTAL REQUIREMENTS:
Physical Proposal Submission: Submit one (1) marked Original, one (1) complete paper copies, one (1) PDF saved on USB or a CD, and one (1) redacted paper copy (if applicable) to comply with the Illinois Freedom of Information Act.

- **Signed Proposal Response Form**
- ***Documents required in Specifications (Sections I-VII)***
- References
- Proof of Certificate of Insurance
- Contractor Disclosure Statement (Section C of Terms and Conditions – see Attachment)
- Familial Relationship Disclosure Statement – see Attachment.

SUBMISSION LOCATION: County of Kane (Kane County Government Center)
Purchasing Department, Building (A), Rm. 211, 212, or 214
719 S. Batavia Avenue Geneva, Illinois 60134
8:30 a.m. – 4:30 p.m., C.S.T.

SUBMISSION DATE & TIME: 3:00 P.M., MONDAY, NOVEMBER 29, 2021
Proposals received after the submittal time will be rejected and returned unopened to the sender.

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

ATTACHMENT: **ACCEPTABLE AND UNACCEPTABLE ITEMS**

ALL QUESTIONS PERTAINING TO THIS REQUEST AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET NO LATER THAN NOVEMBER 22, 2021. FAX AND E-MAIL ACCEPTED. FAX to (630) 208-5107 or E-mail PURCHASING@CO.KANE.IL.US

COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - REQUEST FOR PROPOSAL
TERMS AND CONDITIONS
For
KANE COUNTY BOARD, Geneva, Illinois

A. REQUEST FOR PROPOSALS

A.1 Definition:
Request for Proposals (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Award will be based on the criteria set forth herein.

A.2 Proposal Opening:
Sealed proposals will be received at the Kane County Purchasing Department until the date and time specified, at which time the names of offerors will be read aloud and recorded on an abstract. Contents of the sealed proposals will be opened and evaluated in private with proposal information kept confidential until an award is made. Late proposals shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which proposals are to be delivered; therefore, it cannot be held responsible for any delay, regardless of the reason, in delivery of the proposals.

A.3 Proposal Preparation:
Proposals must be submitted on this form and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the proposal. The proposal shall include the legal name of the Vendors, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Vendors to a contract. Name of person signing should be typed or printed below the signature.

A.4 Proposal Envelopes:
Envelopes containing proposals must be sealed and addressed to the County of Kane, Purchasing Department. The name and address of the Vendors and Invitation Number must be shown in the upper left corner of the envelope.

A.5 Addenda:

A51 Addenda are written instruments issued by the County prior to the date for receipt of proposals which modify or interpret the RFP by addition, deletion, clarifications, or corrections.

A52 Prior to the receipt of proposals, addenda will be mailed or delivered to all who are known to have received a complete Request for Proposals.

A5.3 After receipt of proposals, addenda shall be distributed only to offerors who submitted proposals, and those offerors shall be permitted to submit new proposals or to amend those submitted.

A5.4 Each offeror shall ascertain prior to submitting a proposal that all addenda issued have been received and acknowledge on the proposal response form, by submission of a proposal, such act shall be taken to mean that such offeror has received all addenda, and that the offeror is familiar with the terms thereof and understands fully the contents of the addenda.

A.6 Evaluation of Proposals:
The proposals submitted by offerors shall be evaluated solely in accordance with the criteria set forth in the RFP. The Proposals shall be categorized as:

A6.1 Acceptable;
A6.2 Potentially Acceptable; that is, reasonably susceptible of being made acceptable; or
A6.3 Unacceptable.

A.7 Discussion of Proposals:

A7.1 The Evaluation Panel may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity of discussion and revision of proposals. During the course of such discussions, the Evaluation Panel shall not disclose any information derived from one proposal to any other offeror.

A7.2 During the initial discussion, the offeror shall be prepared to give an oral presentation covering the following topics:

(a) The specific services to be provided;
(b) Qualifications of the offeror, experience of personnel, etc.;
(c) The working relationship to be established between the County and the offeror, including, but not limited to, what each party should expect from the other.
(d) A review of the costs associated with this project.

A.8 Negotiations:
The County of Kane reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations will be held by the County of Kane as contractually binding on the successful offeror.

A.9 Notice of Unacceptable Proposal:
When the Evaluation Panel determines an offeror's proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its proposal. The decision of the Evaluation Panel shall be final.

A.10 Confidentiality:
The County's Director of Purchasing shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing. All data, documentation and innovations developed as a result of these contractual services shall become the property of the County of Kane. Based upon the public nature of these RFP's, an offeror must inform the County, in writing, of the exact materials in the offer, which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act.

A10.1 Confidential information submitted by the Vendors shall be labeled and shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the Illinois Freedom of Information Act.

A.11 Interpretation or Correction of Documents:
Vendors shall promptly notify the County of any ambiguity, inconsistency or error they may discover upon examination of the specification documents. Interpretations, corrections and changes will be made by addendum.

A. 12 Variances:
State or list by reference any variations to specifications, terms and conditions.

B. TERMS AND CONDITIONS

B.1 Authority:
This Request for Proposals is issued pursuant to applicable provisions of the Kane County Purchasing Department.

B.2 Errors in Proposals:
Offerors are cautioned to verify their proposals prior to submission. Negligence on the part of the offeror in preparing the proposal confers no right for withdrawal or modification of the proposal.

B.3 Reserved Rights:
The County of Kane reserves the right at any time and for any reason to cancel this Request for Proposals, or to accept an alternate Proposal. The County reserves the right to award one or more contracts for their services specified herein. The County reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the offeror, the County has one hundred twenty (120) days to accept. The county may seek clarification from any offeror at any time and failure to respond promptly is cause for rejection.

Kane County reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all-inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time.

Kane County reserves the right to award a contract to the lowest responsive, responsible Vendors for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

GSA Schedule 13 (General Services Administration)
State of Illinois Central Management Services (CMS)
U. S. Communities
National IPA
National Joint Purchasing Alliance (NJPA)

B.4 Incurred Costs:
The County of Kane will not be liable in any way for any costs incurred by respondents in replying to this RFP.

B.5 Award:
Proposals will be evaluated and negotiated by the Evaluation Panel. The Evaluation Panel shall have the authority and discretion to determine the qualifications, responsibility and capabilities of offerors, the reasonableness of price, and other factors (where applicable): (a) adherence to all conditions and requirements of the proposal specifications; (b) price; (c) qualifications of the Vendors, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

B.05.1 Confidential information submitted shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the Illinois Freedom of Information Act. The Evaluation Panel's final recommendation and reports shall be forwarded to the appropriate committees of the Kane County Board for consideration and award of the contract.

B.6 Criteria for Selection:
All proposals will be evaluated based on the criteria as stated on the specification.

B.7 Pricing:
The price for the contract is to be held firm for the term of the contract.

B.8 Taxes:
The County of Kane is exempted from paying Illinois Retailers Occupation Tax and Federal Excise Tax.

B.9 Warranty:
Vendors or Seller (as the case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be ~~fit and sufficient for the purpose intended, merchantable,~~ of good material and workmanship.

Vendors or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, and assigns, ~~customers and users of the products or services~~ and that these warranties shall survive acceptance of the goods or performance of the services for a period of one (1) year.

B.10 Indemnity:

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

Vendors and/or Servicer and/or Seller shall provide to the County of Kane proof of ~~adequate~~ insurance coverage ~~to satisfy the indemnification~~as required by the provisions herein.

NOTWITHSTANDING ANY TERM OR CONDITION OF THIS AGREEMENT TO THE CONTRARY AND, TO THE GREATEST EXTENT ALLOWED BY LAW, THE COUNTY OF KANE AGREES THAT VENDOR AND/OR SERVICER AND/OR SELLER'S AGGREGATE LIABILITY TO THE COUNTY OF KANE, TO ANYONE CLAIMING BY, THROUGH, OR UNDER THE COUNTY OF KANE, AND TO ANY THIRD PARTY FOR ANY AND ALL INJURIES, CLAIMS, DEMANDS, LOSSES, EXPENSES, OR DAMAGES, OF WHATEVER KIND OR CHARACTER INCLUDING BUT NOT LIMITED TO AN ACTION OR CLAIM BASED ON CONTRACT, WARRANTY, EQUITY, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE WORK/SERVICES, OR THE PROJECT SITE, SHALL BE LIMITED TO THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY VENDOR AND/OR SERVICER AND/OR SELLER'S HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. Notwithstanding anything to the contrary, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to lost profits, lost data, lost revenues, loss of use, loss of business opportunity, or diminution in value, whether arising under contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, and whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

B.11 Equal Employment Opportunity:

The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the County of and in all bid specifications therefore furnished by the County to all Vendors, Vendors and

sub-Vendors.

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

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

B.12 Default:

If delivery of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by the Vendors.

B.13 Payments:

B13.1 The payment terms for this contract will be made on a monthly basis by the County of Kane, within thirty (30) days of receipt of Vendor and/or Servicer and/or Seller's invoice.

B13.2 The County of Kane requests all payments being made to Vendors be done as direct deposits through an Automated Clearing House (ACH). All Vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Website under Vendors Information on the Finance Department page.

B.14 Eligibility:

By signing the proposal response form, the Vendors hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Complied Statutes, 720 ILCS 5/33E-1).

Prohibition to Award Contracts to Parties Debarred or Suspended:

No contract may be awarded to parties listed on the federal governments Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County's own list of parties suspended or debarred from doing business with the County.

Debarment:

Debarment is the process of determining that a Vendors is ineligible to received contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred Vendors may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U. S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension:

Suspension is the process of determining that a Vendors is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12-month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended Vendors will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U. S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

B. 15 Communication during the Procurement Process:

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact through the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all requests for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquires will be collected by the Purchasing Department staff who will then submit the inquiries to the Department Head responsible for the procurement. Responses by the Department Head to the inquires will be submitted to the Purchasing Department staff who will then distribute the responses to all Vendors responding to the solicitation. In this way, it will be assured that all Vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

B. 16 **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**

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

B.16.1 The Vendors and all Sub-Vendors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy. Additional insured coverage shall be evidenced by and in accordance with use of ISO Endorsements Form No. CG 20 10 04 13 "Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization" and Form No. CG 20 37 04 13 "Additional Insured - Owners, Lessees or Contractors – Completed Operations". Such coverage shall not exceed and shall be subject to the limitation of liability set forth in Section B.10. Notwithstanding anything to the contrary herein, should Vendor maintain any insurance in amounts greater than that required herein or that indicated in any certificate of insurance furnished by Vendor, or any insurance in addition to that required herein or indicated in any certificate of insurance furnished by Vendor, such insurance shall be for the exclusive protection and benefit of Vendor and the Owner shall not be named an additional insured on such insurance and shall have no rights to the proceeds thereof as an additional insured.

B.16.2 Commercial General Liability insurance including Products/Completed Operations, Owners and Vendors Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property

Damage hazards eliminated. The limit of liability shall ~~not be less than~~equal to the following:

General Aggregate	$2,000,000
Products and Completed Operations	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Or - Combined Single Limit	$1,000,000

B16.2.1 Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

B16.3 Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of ~~not less than the following~~:

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

B16.4 Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Vendors shall require each Sub-Vendors similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Vendors shall provide, and shall cause Sub-Vendors to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

B16.5 Umbrella Liability:

Aggregate Limits	$5,000,000

B16.6 Professional Liability policy to cover all claims arising out of the Consultant's operations or premises, Sub-consultant's operation or premises, anyone directly employed by the Consultant or Sub-consultant, and the Consultant's obligation of indemnification under this Contract.

Limits:

Each Occurrence	$1,000,000
Aggregate	$2,000,000

B16.7 The Vendor selected for contract award is required to meet Kane County's stringent insurance limits and requirements. Vendors who currently do not meet the County's insurance limits of coverage should factor in the cost of purchasing the additional coverage to meet the requirements in their pricing. Insurance limits are not negotiable after being selected for contract award. Vendors who do not meet the County's insurance requirements will not be allowed to perform any service nor enter into a service contract with the County. If the awarded Vendor fails to meet the mandatory insurance limits, the contract award will be cancelled and awarded to the next most qualified and responsible bidder.

VENDORS TO FURNISH A COPY OF THE COMPLETED CERTIFICATE OF INSURANCE SATISFACTORY TO THE REQUIREMENTS (SEE ATTACHED SAMPLE). COMPLETE POLICY ENDORSEMENT SHOWING KANE COUNTY, AS AN ADDITIONAL NAMED INSURED ON THE GENERAL LIABILITY, AUTO, AND EXCESS POLICIES.

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

C. CONTRACTOR DISCLOSURE

C.1 Prior to award, every Vendors or Vendors who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars ($15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that Vendors, union, or Vendors to any current officer or countywide elected officer whose office the contract to be awarded will benefit.

Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. ~~For purposes of this disclosure requirement, "Vendors or Vendors" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, Sub-Vendors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.~~

C2 All Vendors and Vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:

~~C21 Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government Agency may file a duplicate of such statement;~~

~~C22~~C21 Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.

~~C23 Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.~~

~~C24~~C22 A statement under oath that the applicant has withheld no disclosures as to economic neither interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county Agency action.

C3 All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.

C4 Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County Agency.

C5 Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County Agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

D. **LAW GOVERNING:**
This contract shall be governed by and construed according to the laws of the State of Illinois and the 16th Judicial Circuit of Kane County.

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

F. **TERMINATION FOR CAUSE:**
This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

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

Either party may terminate this Contract at any time, without cause and for convenience, upon thirty (30) days written notice to the other party. In the event of such termination ~~by the County upon notice and without cause~~, upon completion of any phase of the Basic Services, fees due the Vendors for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Vendors will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

In the event of any such termination, the Vendors also will be reimbursed for the charges of independent professional associates and Vendors employed by the Vendors to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

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

G. **Litigation**

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five (5) years. Provide status or outcome of any such proceedings disclosed.

H. **Holiday Schedule: 2022**

Kane County is closed for business on the following holidays: New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday, Washington's Birthday; Spring Holiday, Memorial Day, Juneteenth Independence Day; Labor Day, Columbus Day; Veteran's Day, Thanksgiving Day; Day Following Thanksgiving Day, Christmas Eve, and Christmas Day.

I. **Joint Purchasing Program Initiative:**

I.1 All public agencies as defined by the Illinois Governmental Joint Purchasing Act, as well as not-for-profit agencies that qualify under Section 45-35 of the Illinois Procurement Code, are eligible to participate in joint purchasing programs.

I2 ILL COMP. STAT. ANN §220/2. Definitions for the purpose of this Act: The term "public Agency" shall mean any unit of local government as defined in the Illinois constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any Agency of the State government or of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the Agency created by the agreement.

I3 Kane County wants to expand on the c ur r en t benefits of intergovernmental cooperation on a regional basis. The goal of Kane County Purchasing is to combine the resources and purchasing power of governments and not-for-profit entities to negotiate the most favorable contract terms in order to obtain the best quality products and services at the lowest prices. By purchasing through Kane County Joint Purchasing Contracts, participants will save both time and money by not having to duplicate the formal bidding and request for proposal solicitation process.

I4 Illinois statues, 525/2 from Ch. 85, par. 1602. (Governmental Joint Purchasing Act), authorizes that any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation as provided in Section 4 of this Act.

L. PROPRIETARY INFORMATION

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a proposal or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

STATEMENT OF WORK
For
HOUSEHOLD HAZARDOUS WASTE COLLECTION

I. OVERVIEW

The County of Kane is accepting proposals from qualified and experienced Contractors for a year-round door to door residential curbside household hazardous waste collection and service program for the Kane County Department of Environmental and Water Resources.

II. INTENT OF SPECIFICATIONS

The intent and purpose of the specifications and requirements outlined below is to procure best offers and a complete cost effective services from qualified and experienced Contractor. The specified requirements within this proposal are not meant to exclude any particular service models, programs, operations and offers; it is only for the purpose of

establishing of pertinent information to assist the County in its evaluation and selection process of the most responsive, responsible Contractors that best meet the County Objectives, and Contract Requirements including but not limited to cost, efficient and effective service program, management and operations.

Contractors are encouraged to respond to the Request for Proposal and address the following Sections (I–V) in their entirety including Contractors profile, statement of qualification, proposed scope of work, service program and offers, equipment, proposed cost, and other pertinent information as specified within this proposal. The criteria specified or used for the consideration and selection of a successful Contractor shall be the sole judgement of the County and the Kane County Department of Environmental and Water Resources.

III. BACKGROUND-GENERAL INFORMATION

A. Since 2000, a curbside HHW service has served residents in towns, villages and unincorporated portions of the six most northern townships of Kane County: Burlington, Dundee, Elgin, Plato, Rutland, and Hampshire.

B. The Mill Creek Special Service Area in central Kane County was added to the program in June 2012.

C. The City of Geneva was added to the program in September 2017.

D. The City of Batavia was added to the program in May of 2018.

IV. SCOPE OF SERVICES

A. Contractor Qualifications and Requirements

1. Contractor shall have a 1-800 number and ideally an online form to enable residents to conveniently schedule an appointment.

2. Contractor must provide a material containment kit to the resident upon scheduling of the appointment and prior to the collection date. The kit will include:

    A. An industrial sized 4 millimeter industrial plastic bag (30x34 holding an average of 100lbs of HHW).
    B. A one-way secure tie and label for bag (used to keep toxic materials in and moisture out).
    C. Labels for materials that are not in their original containers,
    D. An instruction sheet (complete program instructions, how to package materials, and list of accepted materials).

3. Contractor shall provide reminder call to resident the day before collection.

4. Contractor must have the ability to collect, sort, transport, record, containerize, and ship all materials to final recycling or disposal facilities according to all state and federal HHW regulations.

    A. Materials collected will include garden and household chemicals, fluorescent tubes, batteries, paint products, pharmaceuticals, automotive fluids and batteries, and all generally accepted HHW items. See Attachment of currently accepted materials.

    B. Collections will occur monthly for all eligible areas. That may entail a roster of several days collection per month in the three main separate areas (Northern townships, City of Geneva and Mill Creek SSA, and City of Batavia). So collection days may total up to 36 per year. There may be up to 25 homes served in any given day/area.

5. Contractor shall provide list of acceptable and non-acceptable household hazardous waste materials.

6. Contractor must provide monthly and annual reports, ideally in an electronic spreadsheet (.xls) form, including documentation of each collection address, materials, quantities, and cost per stop to be provided in tandem with the invoice. Detail spreadsheets will follow the same order as the invoices for ease of cross-checking, and will separate the addresses into four distinct sections (Northern townships, City of Geneva, Mill Creek SSA, and City of Batavia).

7. Contractor shall provide assistance to County staff for the development and implementation of a successful public education program.

8. Contractor will be provided address checklist and be responsible for verifying the eligibility of each resident who requests service. County or City staff may be consulted if confirmation is needed. If addresses in uneligible areas are serviced it will be at the contractors expense.

9. Contractor must meet the insurance requirements as specified in Terms and Conditions.

10. Vendor shall propose service fees as follows;

    A. Fee per stop for recyclable HHW materials only.

    B. Fee per stop for mixed or non-recyclable HHW materials.

    C. Excess waste pricing. It is expected that there would be a 70pound maximum for the above per stop costs. Please state your maximum pound limit. It is also assumed that latex paint is exempt from the excess weight pricing since it is non-hazardous; if that is not the case please elaborate on that point.

    D. If there is a cost for no shows, please state a per stop cost.

V: PROPOSAL INSTRUCTIONS and REQUIREMENTS.

The instructions for preparing the proposal are provided below. Submit one original (1) marked "Original", one (1) complete paper copy, marked "Copy", one (1) electronic copy on USB/Flash Drive or a CD, and one (1) "Redacted" paper copy (if applicable) to comply with the Illinois Freedom of Information Act. The proposal shall be tabulated in separate sections responding to the proposal requirements (Sections A – P) in order for a particular section to be used in the contract. All proposals should contain the following tabs in the format described below or as best determined by providers:

1. **Background & Summary**

2. **Statement of Qualifications & Offers**
   - Project Overview and Scope of Services
     - *-Basic operation of the program and service*
     - *-List of acceptable and non-acceptable materials*
   - Staffing and Personnel Requirements
   - Program Plan and Approach
   - Proof of Certificate of Insurance. *Actual certificate of insurance meeting County's requirement shall be submitted prior to award of contract.*
   - Equipment

3. **Cost Proposals**
   - Signed proposal response Form
   - Proposed Service Fee and other Cost schedules

4. **References**

VI: CRITERIA for SELECTION.

All proposals submitted in response to this RFP will be evaluated based on the following criteria:

1. Cost (20%): Provider's proposed cost, fee schedule, and availability of necessary personnel, equipment and facilities and other resources to effectively perform and provide the services specified.

2. Project Approach, Capacity, and Outcome (25%): This refers to the method, programs, plans, reports, and options covering key elements as stated on the scope of work to successfully provide and perform the services specified and requested.

3. Qualifications and Experience of the Contractor (35%). Verifiable of successful experience of the company/organization and capability in all aspects in providing of similar services. Availability of qualified and licensed personnel's to perform proposed work under this contract requirement.

4. Compliance with RFP (10%). This refers to adherence to all conditions and requirements of the RFP and offeror's understanding of the engagement, the County's objectives, and the nature and scope of the work involved.

5. References (10%). This refers to the Offeror's previous clients requesting similar services

VII. SPECIAL CONDITIONS.

1. Contract Terms

This is a five (5) year contract with mutual option for three (3) additional one-year renewal periods if mutually agreed upon by both parties. This contract is contingent on the appropriation of sufficient funds; Kane County reserves the right to renegotiate the scope of work to meet its budgetary demands or amend the contract requirements or add additional services, review annual performance and operation and other pertinent areas required for a successful program and services to the Kane County and its residents.

2. Service Agreement

The successful Contractor/Agency is expected to sign a service agreement based on the County's terms and conditions and shall be construed and governed by the laws of the State of Illinois. The Contractors shall submit their own contract or agreement version along with their RFP response to the County for consideration and review by the Kane County State's Attorney's Office.

3. Definitions

For purposes of this offer, the terms Offerer, Bidder, Contractor, Provider, Vendors, Professional, Facility, and Agency are used interchangeably.

4. Summary of key dates

The following timeline for submission of proposals is to be considered binding. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings. Key RFP dates are as follows:

Activity	Date
Issue of RFP:	November 15, 2021
Deadline to Submit Written Questions:	November 22, 2021
Due Date/Submission of Proposals:	MONDAY, NOVEMBER 29, 2021 AT 3 P.M.
County Board Approval:	February 8, 2022
Contract Start Date:	March 28, 2022

5. Response Instructions

One (1) original RFP response, marked as "**original**", one (1) complete paper copy marked "Copy" (with submittal requirements) and one (1) redacted paper copy marked as "**Redacted Copy**" (if applicable) to comply with the Illinois Freedom of Information Act, and one (1) non-encrypted copy on USB/Flash Drive or CD in PDF format shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled **"22-010 Household Hazardous Waste Collection"**. Your proposal response may be mailed or hand delivered prior to the deadline on ***Monday, November 29, 2021 at 3:00*** as follows:

County of Kane
Purchasing Department, Building (A), Rm# 211, 212, or 214
719 South Batavia Ave., Geneva, IL 60134
Monday – Friday 8:30 a.m. – 4:30 p.m., C.S.T.

6. Proposers' Questions

All questions pertaining to this Request for Proposals shall be directed to the Purchasing Office in writing as listed on the cover sheet no later than **November 22, 2021.** For the quickest response to all questions, please send via e-mail to: PURCHASING@CO.KANE.IL.US - or Fax to (630) 208-5107.

PROPOSAL RESPONSES MAY NOT BE SUBMITTED ELECTRONICALLY