

COUNTY OF McHENRY  
McHENRY COUNTY ADMINISTRATION BUILDING  
PURCHASING DEPARTMENT – ROOM 200  
2200 N. SEMINARY AVENUE  
WOODSTOCK, IL 60098

Sealed bids will be accepted in the above office until

*September 2, 2016 at 2:00 P.M. (CST)*

For  
**BID #16-72**

***PROVIDE RESIDENTIAL MUNICIPAL SOLID WASTE HAULING,  
RECYCLING & LANDSCAPE WASTE COLLECTION IN  
UNINCORPORATED McHENRY TOWNSHIP***

CONTACT PERSON – DONALD A. GRAY, CPPB  
DIRECTOR OF PURCHASING  
Phone - (815) 334-4818  
Fax - (815) 334-4680

<b>MAILING ADDRESS:</b> Purchasing Department 2200 N Seminary Ave #200 Woodstock IL 60098	<b>DROP OFF IN PERSON:</b> Purchasing Department 667 Ware Road #200 Woodstock IL 60098
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COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

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CONTACT PERSON \_\_\_\_\_

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ADDRESS \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

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CITY, STATE AND ZIP \_\_\_\_\_

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TELEPHONE NO \_\_\_\_\_ FAX NO. \_\_\_\_\_

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FEIN, or Social Security NUMBER \_\_\_\_\_

The attention of bidders is directed to the McHenry County Purchasing Ordinance, approved August 1, 2014, revised December 1, 2015. This Ordinance is incorporated by reference into this bid as if it were contained herein. If you have not received a copy of the above Ordinance and desire a copy, please contact the office of the Director of Purchasing.

**SCOPE OF WORK**

Provide Residential Municipal Solid Waste Hauling, Recycling & Landscape Waste Collection in Unincorporated McHenry Township as a service to the County of McHenry as outlined within this document. All requirements are per specifications enclosed herein.

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**SCHEDULE OF EVENTS**

August 15, 2016	Bid Available
August 24, 2016	Vendors Questions Submitted via fax to 815-334-4680 by 4:00 P.M.(CST)
August 26, 2016	Vendors Questions Answered via fax and Posted on Website by 4:00 P.M.(CST)
September 2, 2016	Bid due in Purchasing at 2:00 P.M.(CST)

**PAYMENT**

Payment will be processed after receipt of delivery invoice and appropriate affidavit.

**NON-DISCRIMINATION**

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Contractor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Contractor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

**PREVAILING WAGE**

The State of Illinois requires under Public Works Contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the prevailing wage rates is posted on the McHenry County website at [www.co.mchenry.il.us](http://www.co.mchenry.il.us) under BIDS and RFP's. If wage rates change during the course of the project, the new rates will be available in the County of McHenry Purchasing Office. Contractors may access the Illinois Department of Labor website for updates at [www.state.il.us/agency/idol](http://www.state.il.us/agency/idol).

It shall also be mandatory upon the Contractor to whom the Contract is awarded to insert into each subcontract and into the project Specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project Specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. A Contractor or subcontractor who fails to comply is in violation of the Act.

**CERTIFIED PAYROLL REQUIREMENTS ([Public Act 94-0515](#))**

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

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

#### INCREASED PENALTIES FOR PREVAILING WAGE VIOLATIONS (Public Act 94-0488)

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

For violations that occur after January 1, 2006, the debarment period --during which contractors are ineligible for public works contracts -increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

#### OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) "guarantees workers the right to a safe and healthful workplace". Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the County must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the County of McHenry must perform their duties in a manner that is compliant with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

#### SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

#### PROCUREMENT OF GREEN PRODUCTS AND TECHNOLOGIES

As approved by the McHenry County Board in April 2008, it is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products. The County should strive to influence private purchases through the example of using government specifications and standards that are green or environmentally friendly when making its purchases.

Whenever available and cost-justified, the County should purchase those materials including the purchase of recycled products containing post-consumer materials rather than residual materials resulting from the processing or manufacturing from another product. To the extent practicable, all products standards shall emphasize functional or performance criteria, which do not discriminate against the use of, recycled materials.

McHenry County should cooperate to the greatest extent feasible with other governments and organizations to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, products designed to be recycled, and other environmentally responsible products.

McHenry County shall continue to participate in and shall encourage other public jurisdictions to participate with the County in the purchase of products containing recycled content. Participation in such cooperative systems shall be aimed at obtaining

maximum practical recycled content in County purchases, to obtain best available price for products with recycled content, to facilitate or encourage lower prices industry-wide and to encourage development of industries and markets dealing with recycled content products.

#### PROCUREMENT OF PRODUCTS THAT ARE ENERGY STAR QUALIFIED

McHenry County shall select, where life cycle and cost-effective, ENERGY STAR and other energy efficient products, when acquiring energy-using products. This information will be required by the bidder in their bid submittal.

#### SECURITY

The contractor represents and warrants to the County of McHenry that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the County of McHenry that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the County of McHenry, the Corporate Authorities, and all County of McHenry elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

#### PURCHASE EXTENSION

This contract shall be offered for purchases to be made by other counties and governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the Vendor. The County of McHenry shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

#### ADDENDUM

Should the Vendor require any additional information about this Bid, please fax to Purchasing (815-334-4680) any questions by the deadline as outlined in the schedule of events. ANY AND ALL changes to these specifications are valid only if they are included by Written Addendum to All Bidders. NO interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be faxed to bidder if a Notice of Intent to Bid has been completed and faxed to the Purchasing Office. In addition, all addenda are posted on the County of McHenry's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

Response to these questions will be made by means of an addendum. Only the Director of Purchasing has the authority to issue an addendum.

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

Prior to the receipt of bids, addenda will be faxed or delivered to all who are known to have received a Notice to Bid. Each vendor shall ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

#### TAXES

The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax. The bidder's attention is directed to the McHenry County Purchasing Ordinance {S3-10, (9), (10), and (11)}.

#### INSURANCE

(1) GENERAL

The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies

qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

(a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$500,000 per occurrence and \$1,000,000 in the aggregate;

(b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$300,000 per occurrence, combined single limit for:  
Bodily Injury Liability and Property Damage Liability;

(c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.

(2) EVIDENCE OF INSURANCE

The successful bidder agrees that with respect to the above required insurance that:

(a) The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;

(b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;

(c) The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;

(d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance; and,

(e) have McHenry County named as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, **a body politic**  
2200 N. Seminary Avenue  
Woodstock, IL 60098

(f) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County, Purchasing Department  
2200 N. Seminary Avenue, Room 200  
Woodstock, Illinois 60098

### HOLD HARMLESS CLAUSE

The successful bidder will agree to indemnify, save harmless and defend the County of McHenry, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of McHenry, its agents, servants, or employees or any other person indemnified hereunder.

### BID RESPONSE

It is highly recommended that the vendor completely read the bid prior to filling out to become acquainted with terms and conditions of the bid document and merchandise requirements. No relief will be allowed from the bid conditions unless you take written exception to that condition on your bid.

**BIDS MUST BE SUBMITTED IN DUPLICATE FORM, (One Original, and One Copy). BIDS ARE DUE BACK BY 2:00 P.M. (CST) ON SEPTEMBER 2, 2016.**

**SEALED BID ENVELOPES ARE TO BE CLEARLY MARKED WITH THE BID/RFP TITLE, TIME & DATE OF OPENING.**

Bidders are urged to respond to this bid request in every case to insure being maintained on current bid lists. Explanations of the reasons for not bidding will assist in maintaining the bidder on the correct bid list(s).

### SUBMITTAL

**Submit one (1) bid, multiple bids will not be accepted.**

### GENERAL CONDITIONS

This bid shall be firm for at least 120 days after the latest time specified for submission for bids and thereafter until written notice is received from the bidder.

### AWARD OF ORDER

The County will award a purchase order to the lowest responsive, responsible bidder meeting the County's requirements as listed in this document. The County will be the sole judge of acceptability of any products offered.

### WORKMANSHIP

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The County shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

### MISCELLANEOUS

It is the bidder's task to be familiar with the referenced items and to offer only products of equal or greater quality. Any questions on specifications should be directed to the Purchasing Department.

### EXCEPTIONS

The bid speaks for itself. Bidders taking exception to any terms, conditions or specifications of this bid must clearly state in writing such exception(s) either on or with their bid. The County will be the sole judge of the acceptability of any exception noted, and is not bound to consider any bid submitted with exceptions.

### ALTERNATES

Trade names are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. Bidders are encouraged to contact the Purchasing Department prior to the bid opening for the purpose of clarifying specifications.

### FULL PRICING AND CONTINGENCIES

The County shall hold the successful bidder to bid pricing. Additional charges for contingencies discovered by the vendor at any time after the date of opening of this bid will not be considered for payment by the County.

### RECOURSE FOR UNSATISFACTORY MATERIALS

Payment shall be contingent upon the County's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the County's satisfaction by the successful bidder at no additional charge.

### TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the contractor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the County deems the contractor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Agreement, without cause and without penalty.

### CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 22<sup>nd</sup> Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

### COMPLIANCE WITH LAWS

The bidder hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the County to terminate this (Request for Sealed Proposal/Bid) in accordance with the termination provisions stated herein.

### REJECTION OF BIDS, WAIVER OF IRREGULARITIES

McHenry County reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the County. Any such decision shall be considered final.

### PROTEST PROCEDURES

Any Bidder who believes contractual terms or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Director of Purchasing. To be considered, the protest must be received by McHenry County five (5) days prior to the stated bid opening. Any adversely affected or aggrieved Bidder shall have ten (10) days from the date of the bid opening to file a written protest regarding the intent to award the bid. Protests submitted after that date will not be accepted. Protests must specify the grounds upon which the protest is based (refer to appropriate statute, rule, code, or ordinance which defines the protest process).

### BIDDER'S ATTACHMENT TO THE BID

Any attachment to this bid, as required by the bid conditions, or made at the bidder's option, must reference on their face the bid title, opening date, and time.

### DELIVERY

Delivery will be considered in making the award and the bidders shall state, in the spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the Director of Purchasing will be considered a breach of faith.

### FREIGHT

Freight is all inclusive unless otherwise stated.

### FUEL SURCHARGE

The County of McHenry does NOT accept any fuel surcharges.

## **SCOPE OF WORK**

Provide Residential Municipal Solid Waste Hauling, Recycling & Landscape Waste Collection Services in the County of McHenry for an estimated 2,791 residential households in unincorporated McHenry Township beginning January 1, 2017 through January 31, 2020, as outlined within this document. All requirements are as per specifications and map of the service area are enclosed herein. The yellow shaded areas with red dots represent the proposed eligible residential households in unincorporated McHenry Township for this bid.

## **SPECIFICATIONS**

### **Requirements Applicable to All Services**

1. The CONTRACTOR shall prepare and submit to the McHenry County Solid Waste Manager, reports detailing refuse/solid waste disposal, recycling and landscape waste collection activities for each month, including without limitation, recycling rate, program participation rate and the amount of refuse/solid waste, recyclables, or landscape waste collected. Reports shall be submitted quarterly no later than thirty (30) days following the end of the quarter.
2. The starting time for pick-up service described herein shall not commence earlier than 7:00 a.m. and end no later than 7:00 p.m. Monday through Friday. Non-collection, due to the agreed upon holidays or acts of God, shall be the following day.
3. Holidays to be observed by the CONTRACTOR are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. No collection services will be rendered on such holidays. When a holiday occurs, the schedule for the remainder of the affected week will shift back one day and may require pick up service on a Saturday.
4. CONTRACTOR, at its expense, shall be required to develop, print, and distribute, to all residential customers and all new customers, a brochure establishing regular service throughout the CONTRACT period, a brochure approved by the McHenry County Solid Waste Manager, explaining the refuse/solid waste and recycling programs covered under this bid. The brochure shall be updated and distributed yearly to each residence and posted on CONTRACTOR'S website whenever there is a change in the service or programs provided.

### **Contractor Requirements**

1. The CONTRACTOR shall have available, for use throughout the contract term, an Illinois Environmental Protection Agency (IEPA) or an applicable agency's (i.e. Wisconsin Department of Natural Resources WDNR, Indiana Department of Environmental Management IDEM) permitted site for the disposal of all municipal and landscape waste under this Agreement.
2. The CONTRACTOR shall maintain an office and toll free telephone number for the receipt of service calls or complaints, and shall be available for such calls on all working days from 8:00 a.m. to 5:00 p.m. All complaints must be given prompt and courteous attention, and in case of a missed scheduled collection, the CONTRACTOR shall immediately investigate, and if verified, shall arrange for pick-up of said waste within 24 hours after the complaint is received. The CONTRACTOR shall maintain a daily log of such calls or complaints received, which record shall be available to the County for inspection by request.
3. The CONTRACTOR shall designate, in writing, the person to serve as agent for the CONTRACTOR and liaison between his organization and the County. The McHenry County Solid Waste Manager shall act as the liaison between the County and the organization.
4. The CONTRACTOR shall comply with all applicable laws, ordinances, rules, and regulations of any Federal agency or of the State of Illinois, and County of McHenry relating to the services required under the terms of this proposal, use of premises and public places and safety of persons and property.



## Payment and Billing Accounts

The County requires the CONTRACTOR to bill the customers directly:

The CONTRACTOR will perform the billing and collection of fees from serviced customers. Customers will be billed on a three (3) month cycle. The County will provide the CONTRACTOR with a comprehensive list of property owners to be included in the service.

## Refuse and Recycling Collection

### **Program Design:**

The method of collection shall be a weekly collection of household garbage, rubbish, refuse, yard waste; and collection of recyclables either every week or every other week, which fit into, a:

1. CONTRACTOR supplied container/toter, or
2. In bags or with stickers that are pre-purchased by the homeowner from the CONTRACTOR.

### **Refuse Containers**

Refuse Toter – A wheeled plastic container with a tight-fitting top, approximately 95, 65, or 35 gallons in size. All refuse toters to be supplied by the CONTRACTOR.

Bundle – Any refuse material such as wood, or other loose items, which do not exceed 4 feet in length or 50 pounds in weight.

The CONTRACTOR shall also collect (1) bulk item per serviced customer per week where residents may put large items at the curb for pick up.

Additional bulk materials, white goods and special collections shall be available as pre-arranged by the serviced customer and CONTRACTOR.

## Recycling Collection

The recycling collection service shall use at least:

- one (1) 65 gallon (approximate size) or larger sized CONTRACTOR supplied container with weekly recycling collection service

**OR**

- one (1) 95 gallon (approximate size) CONTRACTOR supplied container with recycling collection service no less frequent than every other week.

The cost of the curbside recycling program shall be built into the flat rate for refuse collection with no additional charge to either the County or serviced customer for curbside recycling service. The CONTRACTOR shall collect from each serviced dwelling unit an unlimited amount of comingled recyclables.

The CONTRACTOR shall retain 100% of the proceeds from the sale of recyclables, and the projected revenues from the sale of collected materials shall be taken into consideration when determining the flat rate for refuse collection and recycling services.

## Minimum Recyclable Materials to be Collected

The CONTRACTOR shall collect an unlimited amount of the following commingled recyclable materials at a minimum:

### Paper Items:

- Corrugated cardboard
- Chipboard (paperboard)
- Newsprint (newspaper)
- Magazines, phone books, catalogs, and junk mail
- High grade printing and writing papers
- Brown Kraft paper bags
- Mixed or miscellaneous paper products

### Non-Paper items:

- Tin, steel, bi-metal beverage and food cans
- Aluminum cans and foil
- Plastic to include:
  - “PET” means polyethylene terephthalate
    - Example: soft drink containers, peanut butter jars
    - used in carpet, food & beverage containers, textiles
  - “PETE” means polyethylene terephthalate
    - Example: soft drink containers, peanut butter jars
    - used in carpet, food & beverage containers, textiles
  - “HDPE” means high density polyethylene
    - Example: milk jugs, yogurt tubs, laundry detergent bottles, motor oil bottles
    - used in new bottles & containers, lumber, fencing, floor tiles
  - “V” means polyvinyl chloride or PVC
    - Example: cooking oil bottles, clear food packaging, dishwashing detergent bottles
    - used in decking, mud flaps, flooring
  - “LPDE” means low density polyethylene
    - Example: squeezable bottles, bread & frozen food bags
    - used in trash can liners and containers, shipping envelopes, lumber, compost bins
  - “PP” means polypropylene
    - Example: catsup bottles, yogurt containers, medicine bottles
    - used in automotive battery cases, pallets, ice scrapers, brushes, oil funnels
  - “PS” means polystyrene (*optional based on material recycling facility acceptance*)
    - Example: foam packing, egg cartons, clamshell carry-out containers
    - used in protective packaging, foam plates, cups, plastic cutlery
- Clear, green, and brown glass containers including bottles and jars

The CONTRACTOR may provide for collection of other materials. The County reserves the right to request additional recyclable items to be collected upon mutual agreement with the CONTRACTOR.

## **Ownership of Recyclable Materials**

All recyclable materials placed for collection shall be owned by and be the responsibility of the resident until the CONTRACTOR collects the materials. The CONTRACTOR is responsible for transporting, processing, and marketing the collected recyclable materials. Any non-recyclable material collected shall be disposed of by and at the expense of the CONTRACTOR in accordance with federal, state, and local laws, rules, and regulations.

All materials collected as recyclable materials shall not be directly deposited in a landfill. Recyclable materials which are collected and removed by the CONTRACTOR shall be delivered to the appropriate resource recovery facility or recycling center.

The CONTRACTOR may not collect discarded materials from any residential dwelling unit in McHenry County containing visible signs of mandated recyclable materials. The CONTRACTOR may not remove, for disposal, those bags or containers of discarded materials which visibly display a warning notice, sticker or some other device indicating the load of discarded materials contains mandated recyclable materials and therefore should not be removed for disposal.

## **Recycling Carts/Toters**

One (1) sixty-five (65) gallon or ninety-five (95) gallon CONTRACTOR supplied container, based on the frequency of collection, shall be constructed as a wheeled plastic container with a tight fitting top is to be delivered to all dwelling units that utilize curbside collection services. The CONTRACTOR shall provide each serviced dwelling unit with a pamphlet (general guide) on recycling or posted on CONTRACTOR'S website.

All additional recycling containers must be approved by the CONTRACTOR. Recyclable materials must be placed in an acceptable recycling container as defined below:

### **Garbage Can**

A clean plastic or galvanized metal can free from garbage and residue and of a capacity not less than thirty-five (35) gallons and not to exceed ninety-five (95) gallons in size. No additional recycling container shall exceed fifty (50) pounds in weight when filled and must be clearly marked "RECYCLE"

### **Recycling Toter**

A wheeled plastic container with a tight-fitting top, not less than thirty-five (35) gallons and not to exceed ninety-five (95) gallons in size. No additional recycling container shall exceed fifty (50) pounds in weight when filled and must be clearly marked "RECYCLE." Additional recycling toters may be supplied by the customer or a CONTRACTOR supplied recycling toter shall be made available to the customer upon request for an additional charge. The serviced customer shall make payment for any requested additional CONTRACTOR supplied recycling toter(s) directly to the CONTRACTOR, and collection of such fees shall be the sole responsibility of the CONTRACTOR.

## **Collection of Yard Waste**

Unlimited yard waste collection service shall be offered at no additional charge from the first full week of April through the second full week of December during the term of the contract.

The CONTRACTOR shall also provide three (3) loose leaf curbside vacuuming collections: one (1) each during the Spring, October and November for each year during the term of the contract – at no additional cost.

Yard waste other than leaves to be vacuumed must be placed in an acceptable yard waste container as defined below:

### **Garbage Can**

A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty-five (35) gallons in size. No can shall exceed fifty (50) pounds in weight when filled and must be clearly marked "YARD WASTE"

### **Kraft Paper Bags**

A special biodegradable paper bag, not to exceed thirty-five (35) gallons in size, which shall shred and degrade quickly in the composting process.

### **Yard Waste Toter**

A wheeled plastic container with a tight-fitting top, not to exceed (65) gallons in size. No toter shall exceed fifty (50) pounds in weight when filled and must be clearly marked "YARD WASTE." Additional yard waste toters may be supplied by the customer or a CONTRACTOR supplied yard waste toter shall be made available to the customer upon request for an additional charge. The serviced customer shall make payment for any requested additional CONTRACTOR supplied yard waste toter(s) directly to the CONTRACTOR, and collection of such fees shall be the sole responsibility of the CONTRACTOR.

### **Bundle**

Limbs, branches, or other loose items that do not exceed four (4) feet in length and fifty (50) pounds in weight. Each branch shall not exceed two (2) inches in diameter, with the total diameter of the bundle not to exceed eighteen (18) inches.

## **Collection of Bulk Materials**

The CONTRACTOR shall provide one (1) bulk item per week collection services for serviced dwelling units during the term of the contract. Examples of materials to be collected shall include sofas, tables, mattresses, box springs, small amounts of household construction and demolition debris and large appliances which do not contain CFC or HCFC refrigerant gas PCB containing capacitors, mercury switches, or other hazardous components.

## **Christmas Tree Collection**

The CONTRACTOR shall pick up Christmas trees on the two (2) consecutive regular pick up weeks after Christmas at no additional cost each year during the term of the contract.

### **Collection of White Goods**

The CONTRACTOR shall have a plan for the separate collection and proper recycling/disposal of white goods collected in compliance with all State and Federal regulation and collection service shall be made available at the serviced customer's request for an additional charge. White goods typically contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, and other hazardous components. The serviced customer shall make payment for any collection of white goods directly to the CONTRACTOR, and collection of such fees shall be the sole responsibility of the CONTRACTOR.

### **Special Collections**

The CONTRACTOR shall offer a special curbside collection service for large quantities of refuse that exceeds the one (1) bulk item per week including, but not limited to household construction and demolition debris, and move-in or move-out clean-up rubbish. The CONTRACTOR shall specify the minimum cubic yardage of refuse necessary for the collection to be considered a special collection. Items, which are less in total than the minimum requirements, shall be considered bulk materials for collection and disposal purposes. The CONTRACTOR shall advise the resident directly of the terms of such collection; i.e. what materials will be collected, how the materials should be prepared, the date of collection, the policy on furnishing advance estimates of charges, and the like. Such services shall be by advance arrangements with the CONTRACTOR at the customer's request for an additional charge. The serviced customer shall make payment for any special collection directly to the CONTRACTOR, and collection of such fees shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR at the request of the County shall also, collect quantities of refuse, debris or yard waste left at the curb in unusual circumstances, i.e. evictions or "skip-outs" and shall bill the property owner for such costs during the term of the contract.

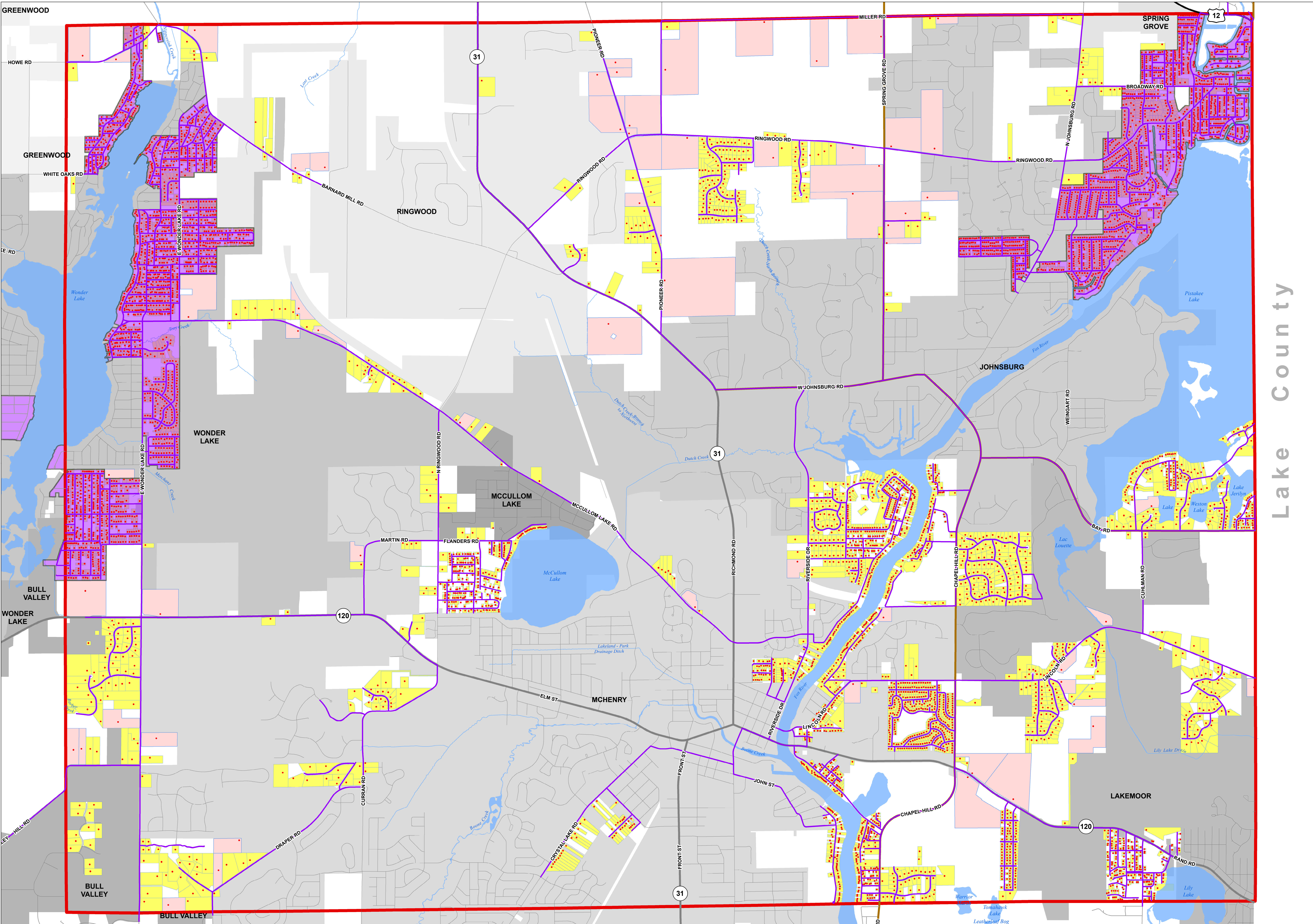
### **Dumpster Rental and Pick Up Service**

The CONTRACTOR shall also offer dumpster rental and pick-up service for serviced dwelling units with household remodeling and repair projects that generate large quantities of construction and demolition debris which cannot be easily picked up at the curbside. The terms of, as well as charges and payment for, this service shall be arranged solely between the CONTRACTOR and the serviced customer. The serviced customer shall make payment for any dumpster rental and pick up service directly to the CONTRACTOR, and collection of such fees shall be the sole responsibility of the CONTRACTOR.

### **Special Needs Service**

For circumstances where a serviced customer has special needs (i.e. disabled, elderly, long driveways, etc.) and requests special service to the CONTRACTOR, the CONTRACTOR shall make reasonable arrangements for servicing the customers with special needs. The CONTRACTOR shall advise the resident directly of the terms of such collection; i.e. special needs services provided, how the materials should be prepared, the policy on furnishing advance estimates of charges, and the like. Such services shall be by advance arrangements with the CONTRACTOR at the customer's request. Any applicable, additional charge for the service will be charged to the customer. The serviced customer shall make payment for any special collection directly to the CONTRACTOR, and collection of such fees shall be the sole responsibility of the CONTRACTOR.

The County shall allow other licensed municipal waste haulers' specialty services to provide services for specific waste streams. These specialty services would typically include the use of dumpsters or roll-offs for specific waste streams that may include commercial accounts for roll-offs for companies that may have construction/demolition or roofing projects, document destruction services or landscaping companies that remove landscape waste as part of their lawn maintenance in the exclusive service contract areas; however, the County will not allow another licensed municipal waste hauler to provide dumpsters or roll-offs to residents in the exclusive service contract areas for their regular garbage/rubbish, recyclables or landscape waste that would typically be removed via curbside collection by the CONTRACTOR.



Lake County

**Legend**

- Mchenry Township
- Established Areas
- Waste Hauler Roads
- Residential Address Points
- Unincorporated Farmland with Residence
- Unincorporated Residential

**Municipalities**

- BULL VALLEY
- GREENWOOD
- JOHNSBURG
- LAKEMOOR
- WONDER LAKE

**Roads**

- US Route
- State Route
- County Route
- Township Road
- City Road
- Private Road

**Rivers, Streams & Creeks**

- Rivers, Streams & Creeks
- Water Bodies

### MCHENRY TOWNSHIP UNINCORPORATED RESIDENTIAL PARCELS

Residential Type	Count	Square Miles	Road Miles	Miles
Farmland With Residence	61	2.07	Existing Program Road Miles	57.83
Proposed Residential	2,791	3.72	Proposed Road Miles	100.07
Existing Program	3,534	1.48		
<b>Total</b>	<b>6,386</b>	<b>7.27</b>	<b>Total</b>	<b>157.90</b>

Scale: 0 0.5 1 2 Miles

INFORMATION ON THIS MAP MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. INFORMATION MAY BE CHANGED OR UPDATED WITHOUT NOTICE. INFORMATION ON THIS MAP IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MCHENRY COUNTY BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR LOSS OF PROFIT RESULTING FROM ANY USE OR ABUSE OF THIS INFORMATION. INFORMATION HEREIN HAS BEEN REPRODUCED FROM ORIGINAL SOURCES. INFORMATION PRODUCED ON THIS MAP SHOULD NOT BE USED IN PLACE OF A SURVEY OR LEGAL DOCUMENTS.

North Arrow

1 inch = 1,000 feet

Map ID 1000752\_K

**THIS PAGE IS MANDATORY.**

**BID-ON**

**Service Area: Designated Service Area of Residential Households in Unincorporated McHenry Township**

*Services to include the minimum core program services: <ul style="list-style-type: none"> <li>▪ garbage/refuse removal</li> <li>▪ recycling collection service</li> <li>▪ yard waste collection service</li> <li>▪ 3 loose leaf curbside vacuumings</li> <li>▪ 1 bulk item/week collection</li> <li>▪ Christmas tree collection</li> </ul>	<b>Year 1</b> Jan. 1, 2017 – Dec. 31, 2017		<b>Year 2</b> Jan. 1, 2018 – Dec. 31, 2018		<b>Year 3</b> Jan. 1, 2019 – Jan. 31, 2020	
<b>Quarterly cost for Toter Option:</b>	<b>Regular Quarterly Cost</b>	<b>Senior Discount Quarterly Cost (if applicable)</b>	<b>Regular Quarterly Cost</b>	<b>Senior Discount Quarterly Cost (if applicable)</b>	<b>Regular Quarterly Cost</b>	<b>Senior Discount Quarterly Cost (if applicable)</b>
95 gallon (approx. size) refuse toter*	\$	\$	\$	\$	\$	\$
65 gallon (approx. size) refuse toter*	\$	\$	\$	\$	\$	\$
35 gallon (approx. size) refuse toter*	\$	\$	\$	\$	\$	\$
<b>By The Bag Option:</b>						
Cost per bag	\$	\$	\$	\$	\$	\$
Quarterly cost for core program services*	\$	\$	\$	\$	\$	\$
Recycling toter approx. size (CIRCLE TOTER SIZE) (IDENTIFY COLLECTION FREQUENCY)	<b>95 gallon [with weekly or every other week collection] OR 65 gallon [with weekly collection]</b>					

No additional fees to be incurred by customer or client throughout the term of this bid unless specifically addressed within this bid's specifications (i.e. collection of white goods, special collections, dumpster rental, special needs service, additional toters, and the like). Cost quoted above MUST be all-inclusive (administration, labor, material, etc.)

***THIS PAGE IS MANDATORY***

***REFERENCES***

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months (Only correct contact names and phone numbers will be acceptable).

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

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Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

---

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:



**THIS PAGE IS MANDATORY**

**RUBBER STAMPED, FAXED, COPIED, OR TYPED SIGNATURE WILL DISQUALIFY  
YOUR BID MUST BE AN ORIGINAL SIGNATURE**

**CERTIFICATIONS**

Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

\_\_\_\_\_ Yes    \_\_\_\_\_ No

Vendor certifies that it is aware that all contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) \_\_\_\_\_ Yes    \_\_\_\_\_ No

Under penalties of perjury, I certify that \_\_\_\_\_ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Real Estate Agent       |
| <input type="checkbox"/> Sole Proprietorship                                      | <input type="checkbox"/> Government Entity       |
| <input type="checkbox"/> *Partnership   | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> **Corporation  | (IRC 501(a) only)                                |
| <input type="checkbox"/> Not-for-Profit Corporation                               | <input type="checkbox"/> Trust or Estate         |
| <input type="checkbox"/> Medical and Health Care<br>Services Provider Corporation |  |

\*State full names, titles and addresses of all responsible principles and/or partners below;

---

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

---

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**If needed please submit any additional sheets.**

***THIS PAGE IS MANDATORY***

**PROPOSER'S CERTIFICATION**

**SIGNATURE PAGE**

**RUBBER STAMPED, FAXED, COPIED, OR TYPED SIGNATURE WILL DISQUALIFY  
YOUR BID  
MUST BE AN ORIGINAL SIGNATURE**

I have carefully examined the Bid, Scope of Work, Specifications, and any other documents accompanying or made a part of this Bid.

I hereby propose to furnish the goods or services specified in the Bid. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the firm as its act and deed, and that the firm is ready, willing, and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the County of McHenry or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\*\*State of Incorporation \_\_\_\_\_

\_\_\_\_\_  
(Individual - Partnership - Company - Corporation)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State and Zip Code)

\_\_\_\_\_  
(By Printed Name and Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Telephone No)

\_\_\_\_\_  
(Fax No.)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Email)

***End of Document***