

McHenry County Government Center  
Adam Letendre, Director of Purchasing  
Administration Building Room 200  
Woodstock, IL 60098

September 23, 2019

### **ADDENDUM #1**

**Bid #19-39 Hazardous Medical Waste Disposal Services  
Due September 30, 2019 no later than 2:00PM (CST)**

#### **Additions & Clarifications to BID**

- Question #1:-** Who is the current vendor providing services?  
Response: Healthcare Waste Management
- Question #2:** What are the current disposal rates?  
Response: Refer to the attached contract.
- Question #3:** With regard to Prevailing Wage, would the work solicited constitute “public works” or “construction” services that would make the Prevailing Wage Act applicable?  
Response: No
- Question #4:** Similar to the previous question, would the work solicited constitute “public works” or “construction” services that would make the Certified Payroll Requirements applicable?  
Response: No
- Question #5:** If awarded, is it mandatory that we accept this as a cooperative purchasing contract?  
Response: The intention is to provide the opportunity for other governmental units to contact the awarded vendor for services subject to the State of Illinois Joint Purchasing Acts. Contracts would be further defined and negotiated between vendor and the other governmental unit(s).
- Question #6:** On-Site training is only available through our OSHA Compliance Preferred program which is billed at a flat monthly fee. Can we submit a proposal with monthly pricing for this program or is it mandatory that we only provide a per container rate?  
Response: Please provide either the monthly or annual price for each year

**All Other Terms and Conditions of the Bid Remain the Same**

## MEDICAL WASTE DISPOSAL AGREEMENT

THIS MEDICAL WASTE DISPOSAL AGREEMENT (the "Agreement") is entered into this 1<sup>st</sup> day of December 2016 by and between the County of McHenry, Illinois, a Body Politic located at 2200 North Seminary Avenue, Woodstock, Illinois 60098, ("County") and Health Care Waste Management, Inc., an Illinois corporation, with its principal place of business located at 700 E. 107<sup>th</sup> St. Chicago, Illinois 60628, ("Contractor") and sets forth the terms and conditions under which Contractor agrees to perform for the County certain disposal of medical waste as set forth below.

1. SERVICES. Contractor shall offer Hazardous Medical Waste Disposal as detailed in Healthcare Waste Management's response ("Bid") to McHenry County's Bid #16-90 Invitation for Bids for Hazardous Medical Waste Disposal for Various Departments signed by Healthcare Waste Management on November 4, 2016 and incorporated by reference into this agreement along with all terms and conditions therein.

2. TERM. This Agreement shall be effective from January 1, 2017 and continue to December 31, 2018, the "Initial Term," unless terminated earlier pursuant to the terms hereof. Upon the County's written notice, provided at least thirty (30) days prior to the expiration of the then current term, the County may renew the Agreement for two (2) separate and additional terms from January 1, 2018 to December 31, 2019, the "First Renewal Term" and January 1, 2017 to December 31, 2018, the "Second Renewal Term." The Initial Term together with any Renewal Terms shall collectively be referred to herein as the "Term."

### 3. TERMINATION.

- a.) 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.
- b.) The Contractor agrees 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.

4. MEDICAL WASTE DEFINED. "Medical Waste" includes bio hazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. "Medical Waste" can be generated as a result of activities associated with the performance of medical diagnostic, therapeutic and research activities. Container quantities may vary per pick up. Items are to include, but may not be limited to:

- a.) Sharps (Needles, syringes, scalpel blades, glass pipettes, slides, etc.);
- b.) Laboratory Wastes (Cultures, stocks of Biohazard Level 1, 2, & 3 infectious agents, test tubes, etc.);
- c.) Contaminated Disposable Materials (Gloves, gowns, dressings, blood administration

sets, drainage collection devices, etc.);

d.) Dialysis Materials (Tubing, filters, dialyzers, etc.);

e.) Blood, Blood Products, Body Fluids, etc.;

f.) Items Identified and Segregated for Incineration (Pathological waste, empty drug vials, and contaminated items as defined in Federal and state standards, etc.).

5. COLLECTION SCHEDULES AND FEES FOR EACH COUNTY LOCATION.

Contractor's Services shall, at a minimum, include collecting from each McHenry County Department location listed below at the respective frequency and fees for containers as described below:

- a.) Valley Hi Nursing Home 2406 Hartland Road Woodstock, IL: 26- Bi-Weekly pickups using a seven (7) cubic foot box container at \$50.00 per 7 cubic foot box container for Term years one, two and three.
- b.) McHenry County Correctional Facility 2200 N Seminary Ave Woodstock, IL: Four pickup times per year using a 4.3 cubic foot box container at \$50.00 per 4.3 cubic foot box container for Term years one, two and three.
- c.) McHenry County Coroner Annex A 2200 N Seminary Ave Woodstock, IL 60098
  - i.) Twenty-six (26) Bi-Weekly pickups using a 4.3 cubic foot box container at \$50.00 per 4.3 cubic foot box container for Term years one, two and three.
  - ii.) One pickup per year for RCRA Hazardous Pharmaceuticals using a 30 gallon drum container at \$450.00 per 30 gallon drum container for Term year one; \$475 per 30 gallon drum container for Term year two; and \$500 per 30 gallon drum container for Term year three.
  - iii.) Once every 3 years for RCRA Aerosols using one (1) 18 gallon drum at \$350.00 per 18 gallon drum container for Term year one; \$375 per 18 gallon drum container for Term year two; and \$400 per 18 gallon drum container for Term year three.
- d.) McHenry County Health Annex B 2200 N Seminary Ave. Woodstock, IL 60098: four (4) to five (5) pickup times per year using a 4.3 cubic foot box at \$50.00 per 4.3 cubic foot box container for Term years one, two and three.
- e.) McHenry County Public Health/Animal Control 100 S Virginia Rd. Crystal Lake, IL 60014 four (4) to five (5) pickup times per year using a 4.3 cubic foot box container at \$50.00 per 4.3 cubic foot box container for Term years one, two and three.

6. TRAINING. Contractor will provide onsite Federal DOT training every 2 years, at each County location, if necessary. The Federal Department of Transportation (CFR 49 Part 172.704) mandates training for anyone who handles hazardous materials including individuals who ship or

receive hazardous materials, prepare hazardous materials for shipment (which includes medical waste and sharps), mark and label containers, complete shipping documents, select packaging, and load or unload hazardous materials. County will pay Contractor \$500 for Federal Department of Transportation (CFR 49 Part 172.704) training.

7. PAYMENT. County will pay Contractor for any and all services and training after County receives an appropriate invoice and affidavit from Contractor.

8. RELATIONSHIP OF THE PARTIES.

- a.) In performing Services hereunder, Contractor shall at all times act as an independent contractor and not as an agent or employee of County. The Services shall be completed to the satisfaction of County; however the actual details of the Services shall be under Contractor's control. Contractor is required to make appropriate filings with the taxing authorities to account for and make all payments required by local, state and federal authorities, including without limitation, income tax and social security payments. Contractor shall also comply, at its expense, with all applicable provisions of workers compensation laws, unemployment compensation laws, social security laws, the Fair Labor Standards Act and all other applicable federal, state and local regulations relating to the terms and conditions of employment required to be fulfilled by an employer. Contractor further agrees to indemnify and hold County harmless for any and all claims made by the above mentioned authorities resulting from performance of Services by Contractor hereunder or otherwise arising out of Contractor's breach of the obligations contained in this paragraph.
- b.) Contractor is in no way authorized to make any agreement, warranty or representation on behalf of County or to incur any expenses or implied obligation on behalf of County without first obtaining County's prior written consent.

9. INSURANCE.

At Contractor's sole expense, Contractor shall be required to maintain at all times, for the duration of this Agreement, insurance coverage issued by a company or companies qualified to do business in the State of Illinois with a Best's Rating of A or higher and 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 Vendors, 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: \$1,000,000 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.
- d.) Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.
- e.) Contractor agrees that with respect to the above required insurance that County shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the Agreement 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. The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company.
- f.) In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming County as an additional insured. A copy of the endorsement shall be provided to County along with the Certificate of Insurance.
- g.) County shall be 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

- h.) Insurance Notices and Certificates of Insurance shall be provided to:

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

## 10. INDEMNIFICATION

- a.) Each party (in such capacity the "Indemnifying Party") hereby agrees to defend, indemnify and hold harmless the other party (in such capacity the "Indemnified Party") and any of its subsidiaries and affiliates and the respective officers, directors and employees of each of the foregoing entities from and against all claims, demands, liabilities, losses, damages, suits, judgments, costs and expenses (including reasonable attorney's fees and costs of defense) in any manner arising out of or resulting from performance of the Services contemplated herein, provided that any such claim, demand, liability, loss, damage, suit, judgment, cost or expense (1) is attributed to bodily injury, sickness, disease or death of any person, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused by any act or omission of the Indemnifying Party, its employees or agents, any approved subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

- b.) Furthermore, Contractor agrees to defend, indemnify and hold County harmless from and against all claims, demands, liabilities, losses, damages, suits, judgments, costs and expenses (including reasonable attorney's fees and costs of defense) in any manner arising out of the infringement or alleged infringement of any United States patent, trademark, trade dress, copyright or other intellectual property arising out of the Services provided by the Contractor to County.

## 11. CONFIDENTIALITY

- a.) Each party to this Agreement may from time to time disclose (in that capacity "Discloser") to the other party (in that capacity "Recipient") information which Discloser regards as confidential. For the purposes of this Agreement, "Confidential Information" means any information that a party designates as confidential, is required by law to remain confidential, or which the receiving party knows or has reason to know is confidential.
- b.) Each party agrees to maintain in confidence and not disclose to any other person or entity or utilize, directly or indirectly, any Confidential Information disclosed by the other party in connection with this Agreement or the discussions and negotiations leading thereto except information which is (i) already known and not received from the other party in the course of negotiating or fulfilling this Agreement, (ii) information which becomes generally available to the public through no fault of the party who wishes to utilize the information, (iii) information received from a non-party who has the right to disclose such information without breaching any obligations to the other party, or (iv) information which a party is legally obligated to disclose.
- c.) Disclosure of Confidential Information shall be permitted if such disclosure is in response to a valid order of a court or other governmental body of the United States, any State, or any political subdivision thereof or is otherwise required to be disclosed by law (including the Freedom of Information Act). Contractor agrees to waive any and all potential claims or causes of action against the County and its employees arising out of the County's disclosure of Contractor's Confidential Information when such disclosure is made pursuant to the Freedom of Information Act.
- d.) The Recipient agrees that it will (a) use such Confidential Information of the Discloser only to carry out the services contemplated by this Agreement, (b) disclose such Confidential Information only to employees who have a reasonable need for such information, (c) instruct all employees who have access to Discloser's Confidential Information of the necessity to maintain the confidentiality of such information, and (d) use at least as great a standard of care in protecting the Discloser's Confidential Information as it uses to protect its own information of like character, but in no event less than a reasonable degree of care.

## 12. NON-SOLICITATION.

- a.) Contractor hereby covenants and agrees with County that at all times during the term of this Agreement and for a period of one (1) year following the termination hereof for any reason whatsoever, Contractor shall not, directly or indirectly, on its own account nor on

behalf of any other person or entity, solicit, interfere with, hire, engage or endeavor to entice away from County, in order to accept employment or enter into a working relationship with any such person, any person who is or was an employee of County at any time during the term of this Agreement. The parties hereto believe that actual damages in the event of a violation of this Paragraph 10 will be difficult to determine and, therefore, Contractor agrees that upon any violation of this Paragraph 10, Contractor shall pay County the sum of one year's direct salary for each employee involved in a violation as liquidated damages and not as a penalty.

- b.) This Paragraph is not intended to restrict the rights of any employee of either party to seek and obtain or engage employment or engagement by the other party by their own initiative or in response to publicly posted employment advertisements, job fairs or employment services, provided however that no solicitation of any kind occurs on the part of the hiring party.

### 13. NON-APPROPRIATION OF FUNDS.

This Agreement 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 Agreement shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

### 14. ASSIGNMENT AND SUBCONTRACTING.

This Agreement shall not be assigned by Contractor without prior written approval of the County, subject to such conditions and provisions as the County may deem necessary in its sole and absolute discretion. No such approval by the County of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the County in addition to the total agreed upon price. Approval by the County of an assignment shall not be deemed a waiver of any right accrued or accruing against Contractor. No assignee of Contractor shall assign this Agreement without prior written approval of the County. This Agreement shall be binding upon the parties and their respective heirs, successors, and assigns. Furthermore, Contractor shall not enter into any subcontract with any agency or individual with respect to the performance of Services under this Agreement without the written consent of the County. Such consent County may grant, condition or withhold in County's sole discretion.

### 15. 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.

## 16. PREVAILING WAGE.

- a.) 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).
- b.) Contractor must 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.

## 17. OSHA REQUIREMENTS.

- a.) 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."
- b.) 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 complaint 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.

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

The Contractor must be in compliance with State of Illinois HB-1855 (Public Act095-0635), 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.

19. 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.

20. NOTICE.

All notices and other communications required to be given under the Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered; (ii) three (3) business days after mailing, postage prepaid, by certified mail; or (iii) when delivered (and receipted for) by an overnight delivery service, addressed in each case to the parties at the addresses set forth below.

If to County:           Purchasing Department  
                              McHenry County Administration Building  
                              2200 N. Seminary Avenue, Room 200  
                              Woodstock, Illinois 60098

If to Contractor:     Health Care Waste Management Inc.  
                              Atten: Pete Lindemulder  
                              P.O. Box 1218  
                              Frankfurt, IL 60423

21. GOVERNING LAW AND VENUE.

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree 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 parties hereby consent to the personal jurisdiction thereof.

22. COMPLIANCE WITH LAWS.

Each party hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations.

23. TAXES.

The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

24. SEVERABILITY.

The invalidity or unenforceability of any particular word, phrase, sentence, paragraph or provision of this Agreement shall not affect the other words, phrases, sentences, paragraphs or provisions hereof. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted and the remainder construed so as to give them meaningful and valid effect. It is the intention of the parties that if any particular provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

25. WAIVER.

Either Party's failure to insist upon strict compliance with any provision hereof or its failure to enforce any rights or remedy in any instance shall not constitute or be deemed to be a waiver of any provision, right or remedy.

26. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement and understanding of the parties with regard to the subject matter contained herein and supersedes all prior agreements and understandings between the parties dealing with such subject matter, whether written or oral. No agreement hereafter made between the parties shall be binding on either party unless reduced in writing and signed by the party sought to be bound thereby.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**The County of McHenry**

By: Donald A. Gray For McHenry County

Printed Name: Donald A. Gray, CPPB

Title: Director of Purchasing for McHenry County

Date: 12/27/16

**Health Care Waste Management Inc.**

By: Peter Lindemulder III

Printed Name: Peter Lindemulder III

Title: Owner

Date: 12/21/16