



## WILL COUNTY, ILLINOIS

### PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT  
WILL COUNTY EXECUTIVE

KEVIN LYNN  
DIRECTOR

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

August 21, 2025

To Whom It May Concern:

You are invited to submit your proposal for Condensate Hauling Services from the Prairie View Landfill Renewable Natural Gas Facility for the Will County Land Use Department in Wilmington, IL.

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

Responses to this solicitation will be received by the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago Street, Joliet, IL, 60432, **NOT LATER THAN 11:00 AM, on Wednesday, September 3, 2025.**

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

Should you have any questions regarding this RFP, please submit them in writing to the Will County Purchasing Department at [purchasing@willcounty.gov](mailto:purchasing@willcounty.gov).

We welcome your response.

Sincerely,

*Kevin Lynn*

Kevin Lynn  
Purchasing Director

**REQUEST FOR PROPOSAL (RFP) FOR CONDENSATE HAULING SERVICES FROM THE PRAIRIE VIEW LANDFILL RENEWABLE NATURAL GAS FACILITY FOR THE WILL COUNTY LAND USE DEPARTMENT IN WILMINGTON, IL**

RESPONSES TO THIS REQUEST FOR PROPOSAL (RFP) FOR CONDENSATE HAULING SERVICES FROM THE PRAIRIE VIEW LANDFILL RENEWABLE NATURAL GAS FACILITY FOR THE WILL COUNTY LAND USE DEPARTMENT IN WILMINGTON, IL WILL BE RECEIVED AT THE PURCHASING DEPARTMENT, 2ND FLOOR OF THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST. JOLIET, IL 60432, UNTIL THE HOUR OF 11:00 AM, ON WEDNESDAY, SEPTEMBER 3, 2025.

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

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

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

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

**INSTRUCTIONS TO RESPONDENTS**  
**REQUEST FOR PROPOSAL (RFP) FOR CONDENSATE HAULING SERVICES FROM THE PRAIRIE**  
**VIEW LANDFILL RENEWABLE NATURAL GAS FACILITY FOR THE WILL COUNTY LAND USE**  
**DEPARTMENT IN WILMINGTON, IL.**

You are invited to submit your proposal for Condensate Hauling Services from the Prairie View Landfill Renewable Natural Gas Facility for the Will County Land Use Department in Wilmington, IL.

**A. SEALED RESPONSES:**

Sealed responses will be received in the Purchasing Department, 2nd floor of the Will County Office Building located at 302 N. Chicago Street, Joliet, IL, 60432, **not later than 11:00 A.M., Wednesday, September 3, 2025.** **RESPONSES RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

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

Responses to this RFP must contain one (1) clearly marked original plus three (3) copies and one (1) electronic copy on an electronic storage device. The **RESPONSES WHICH FAIL TO INCLUDE ONE (1) CLEARLY MARKED ORIGINAL, THREE (3) COPIES AND ONE (1) DIGITAL COPY ON AN ELECTRONIC STORAGE DEVICE WILL BE DEEMED NON-CONFORMING, AND WILL BE REJECTED.**

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

**REQUEST FOR PROPOSAL (RFP) FOR CONDENSATE HAULING SERVICES FROM THE PRAIRIE**  
**VIEW LANDFILL RENEWABLE NATURAL GAS FACILITY FOR THE WILL COUNTY LAND USE**  
**DEPARTMENT IN WILMINGTON, IL**

**RESPONSES DUE: WEDNESDAY, SEPTEMBER 3, 2025 - 11:00 AM**

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

**B. SIGNATURES:**

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

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

**C. PRIME CONTRACTOR CERTIFICATION:**

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

#### **D. SUBMITTAL REQUIREMENTS:**

The information submitted for review shall include:

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

#### **E. TAX EXEMPTION:**

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

#### **F. REJECTION OF RESPONSES:**

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

#### **G. NON-DISCRIMINATION:**

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

#### **H. EQUAL EMPLOYMENT OPPORTUNITY:**

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

#### **I. DEFAULT:**

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

#### **J. HOLD HARMLESS CLAUSE:**

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

#### **K. TERMINATION:**

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

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

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

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

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

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

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

#### **N. VENUE**

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

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

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

Please be advised that if your response is accepted by the County of Will and a contract between the respondent and County of Will results after subsequent negotiations, all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. **Unless you request in your response that we treat certain information as exempt, documents will be treated as public information in their entirety. We will not honor requests to exempt entire documents. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the response with exempt information deleted.** This copy must tell the general nature of the material removed and shall retain as much of the response as possible. Respondent will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, respondent will warrant that County of Will's responses to requests for a document relating to the respondent, its provision of services, or the arranging for the provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please also be advised that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the County of Will, and

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

**Gas Condensate Hauling and Disposal Services**  
**Prairie View Renewable Natural Gas (RNG) Facility**  
Will County, Illinois

## **INTRODUCTION**

The County of Will (County) is issuing this Request for Proposal (RFP) to solicit proposals from qualified and experienced firms to provide hauling and disposal services for non-hazardous gas condensate generated at the Prairie View RNG Facility located in Wilmington, Illinois. The goal is to obtain safe, reliable, and cost-effective gas condensate hauling services. The selected vendor will be responsible for the safe, regulatory and facility permit compliant, and timely removal, transport, and disposal of gas condensate to a permitted discharge facility.

## **BACKGROUND**

The Prairie View RNG Facility processes biogas captured from the adjacent Prairie View Recycling and Disposal Facility (Landfill) and generates approximately 18,000 gallons per month of non-hazardous gas condensate as part of the facility's process to produce renewable natural gas. The non-hazardous gas condensate is collected and temporarily stored in two double-walled 16,000-gallon frac tanks on site. These frac tanks must be regularly emptied to ensure uninterrupted 24/7 operation of the RNG facility. The County holds and maintains a permit with the Kankakee River Metropolitan Agency, the receiving treatment and discharge facility. The County completes all sampling and analysis at RNG facility as required by discharge facility permit.

## **PROJECT DESCRIPTION**

- Condensate removal location is easily accessible by truck and trailer with a truck turn around, which is located about a half mile beyond landfill scale house. Roadway to location is a combination of asphalt and gravel.
- Two tandem connected 16,000-gallon frac tanks are on site with a 350 GPM electric condensate delivery pump. No weep hole is present in system to empty hose.
- Truck trailer is required to have a pump to remove remaining condensate from truck hose once trailer is full.
- An onsite spill prevention pad is located at unloading station, which needs to be unfolded and used during each unloading event.
- Approximately 18,000 gallons of condensate removed each month.
- Three to four loads averaging 5,700 gallons per load are removed per month.
- Volumes for invoicing are determined by scale at landfill scale house by calculating each 8.34 pounds of net weight to be one gallon of condensate. Manual weigh tickets to be provided to driver by scale clerk.
- Condensate needs to be transported approximately 25 miles away to site permitted discharge facility, KRMA in Kankakee, IL. Additional discharge facilities may be permitted, if deemed necessary.

## SCOPE OF SERVICES

The selected contractor shall:

- Maintain a US DOT rating of “Satisfactory” (if a safety rating has been issued by US DOT for selected contractor).
- Provide US DOT approved tanker trucks equipped with pumping capabilities suitable for extracting gas condensate from onsite frac tanks.
- For each load removed, begin with an empty and clean tanker truck so that residuals from previous loads are not invoiced to the County and do not negatively impact the County’s permit with the discharge facility.
- Equip tanker trucks with visible or mechanical fill level indicators to ensure proper volume tracking and prevent overfilling or underfilling during condensate extraction.
- Unfold and refold the designated spill containment mat in the unloading area during each loading operation, ensuring it is properly deployed before extraction and securely refolded after use.
- Utilize all onsite equipment according to site provide procedures and instructions to prevent damage.
- Utilize all secondary containment equipment and safety devices during loading/unloading, including proper connection to fittings before pumping and disconnection only after the pump on the trailer is turned off.
- Load condensate from frac tanks at the RNG Plant and transport to approved permitted discharge facility.
- Adhere to all RNG facility, landfill, and discharge facility rules, guidelines, instructions, and safety protocols.
- Provide paper Waste Manifest form for all loads removed from site.
- Secure an empty weight at landfill scale, operated by landfill operator, for each specific truck utilized for hauling loads from site.
- Secure full weight at landfill scale, operated by landfill operator, prior to exiting site with volume documented paper scale ticket and on manifest for each load.
- Conduct all collection of samples at discharge facility as required by discharge facility and permit.
- Provide documentation with invoices, including:
  - Volume of condensate per load removed and billed under invoice.
  - All fees explicitly indicated per load.
  - Copy of Waste Manifest for each load.
  - Copy of landfill scale weight document.
- Communicate promptly with County and discharge facility staff regarding operational or compliance issues.
- Ensure zero-spill operations and perform immediate cleanup and reporting if a spill occurs.
- Assume liability of load once condensate begins to be loaded into truck, during transport, and until fully unloaded into discharge facility. During this timeframe, transporter is required to report, clean up and mitigate all spills caused by transporter, including but not limited to clean up, transportation of contaminated media, disposal, and remediation or restoration to previous conditions.
- Maintain reliable, timely service in accordance with facility needs. Timely service shall be 3 business days (Monday thru Friday) from initial request of service from facility operators.
- Communicate with operators at RNG Facility in regards to service requests and signature of manifests.
- Communicate with clerk at landfill scale house for all weigh empty and full weights.

- Communicate with County as necessary for the above, invoicing, payment, and all other agreement related items or concerns.
- Complete an onsite visit with County RNG Project Manager prior to first service.
- Agree to all terms and language within this Request for Proposal.

In accordance with the County’s discharge permit with the Kankakee River Metropolitan Agency (KRMA), gas condensate must meet the pollutant limits shown in Table 1. The County is responsible for sampling and analysis, including bi-annual testing by its consultant. Sampling containers are available at the KRMA facility. The hauler’s driver is required to collect a representative sample from every truckload of condensate delivered to KRMA, using the provided containers. This information is provided to ensure the hauler is aware of discharge requirements and the need to avoid introducing any external contaminants during transport. A copy of the KRMA discharge permit is included as Attachment A for reference.

**Table 1.**

<b>Pollutant</b>	<b>Concentration</b>	<b>Sample Type</b>	<b>Sample Method</b>
Cadmium (Cd)	0.131 mg/l	Grab	40CFR136
Chromium-Hex (Cr+6)	0.33 mg/l	Grab	40CFR136
Copper (Cu)	2.22 mg/l	Grab	40CFR136
Cyanide (Cn)	0.75 mg/l	Grab	40CFR136
Lead (Pb)	1.53 mg/l	Grab	40CFR136
Nickel (Ni)	0.83 mg/l	Grab	40CFR136
Zinc (Zn)	5.11 mg/l	Grab	40CFR136
Molybdenum (Mo)	2.00 mg/l	Grab	40CFR136
Mercury (Hg)	0.0010 mg/l	Grab	40CFR136
Silver (Ag)	1.59 mg/l	Grab	40CFR136
pH	5.5 – 10.5	Grab	40CFR136

Discharge is to occur at:

**Kankakee River Metropolitan Agency (KRMA)**  
 1600 W. Brookmont Blvd, Kankakee, IL 60901  
 Permit No. 025

**CONTRACT TERM**

Contract term will be three (3) years beginning October 1, 2025.

**PROPOSAL MUST INCLUDE:**

Company Information:

- Legal name and address of the company.
- Name Doing Business As/under, if applicable, and address, if different than legal name.
- Contact person and their title, phone number, and email address.
- Company structure (e.g., corporation, LLC).

- Number of years in business and relevant industry experience.
- US DOT motor carrier safety rating (if a rating has been issued).
- Crash results for prior 24 months (# of crashes, # of fatalities & injuries, Tow required).
- Financial stability.
- Provide information to document that company is Net Income After Tax (NIAT) positive and has been for the past two years.

Experience and Qualifications:

- Provide a detailed description of experience in liquid product or waste hauling, including specific projects and clients.
- Provide evidence of necessary training and any certifications for drivers and personnel involved in performing the scope of services of this agreement.
- Describe safety procedures and compliance with relevant regulations.
- Outline fleet capabilities, including tanker types, capacity and maintenance records.
- Provide evidence of required insurance coverage, including meeting minimum requirements indicated in this RFP.

Proposed Approach to Complete Scope of Services, Methodology & Safety Practices:

- Describe the proposed approach to fulfill the hauling requirements, including logistics, scheduling, and routing.
- Explain the methodology for ensuring safe handling and transportation of gas condensate.
- Describe the emergency response plan in case of incidents during transportation.
- Detail quality control measures and performance metrics.

Pricing, Cost Effectiveness and Clarity:

- Provide a complete and clearly defined schedule of proposed fees and any surcharges within Bid Form. No surcharges will be allowed, except for those clearly stated within Bid Form.
- Specify the pricing structure (e.g. per gallon, per mile, per trip, flat rate, per manifest, etc.) if different than rows A thru D within Bid Form.
- Specify pricing for demurrage rates for delays beyond one hour within Bid Form.
- Clearly outline any variable costs or potential cost adjustments (e.g. fuel price fluctuations.) within Bid Form
- All pricing submitted shall be considered fixed and firm for the full duration of the contract term, except for variable costs or proposed adjustments explicitly stated within proposal and Bid Form.
- No other pricing or fees will be allowed to be charged to the County beyond those indicated in Bid Form.

References:

- Provide at least three references from clients for whom similar services have been provided.
- Include phone number and email for each reference.

## **EVALUATION CRITERIA**

Proposals will be evaluated on:

- Financial Stability and US DOT safety rating
- Experience and Qualifications
- Proposed Approach to Complete Scope of Services, Methodology & Safety Practices
- Pricing, Cost Effectiveness and Clarity
- Completed Bid Form
- References

## **THE FOLLOWING IS COUNTY REQUIRED LANGUAGE FOR THE AGREEMENT BETWEEN COUNTY AND SELECTED CONTRACTOR TO PERFORM THE WORK DESCRIBED WITHIN THIS RFP:**

### **COUNTY AND TRANSPORTER RELATIONSHIP**

During Transporter's performance of the services under this Agreement, it shall be an independent contractor of County, and nothing within this Agreement shall be interpreted or construed to create any partnership, joint venture, or other relationship between County and Transporter except as expressly set forth herein.

### **GUARANTEE OF WORK**

Both Parties agree that there is no guarantee of work under this Agreement. If gas condensate analysis determines that it is a hazardous waste, as defined by 40 CFR Section 261.3, then County will need to secure a different agreement with a hazardous waste transporter. In that event, both sides agree that this Agreement may be terminated by County.

### **TERMINATION OF AGREEMENT**

County may terminate this agreement at any time if services are no longer needed or if transporter does not perform services in a reliable manner, and in accordance with the terms of this Agreement.

### **SUBCONTRACTORS**

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

### **FREEDOM OF INFORMATION ACT (FOIA)**

Freedom of Information Act (FOIA). COUNTY is a "Public Body" as that term is used in the Illinois Freedom of Information act (FOIA). Accordingly, both Parties agree that this Agreement is subject to the terms and requirements of the FOIA. In the event COUNTY receives a FOIA request pertaining to this Agreement, COUNTY shall immediately notify and transmit a copy of said FOIA request to Transporter. Transporter shall then, within the statutory time frame required to respond to FOIA's as set forth within the FOIA laws, advise COUNTY whether Transporter deems the information sought is exempt from disclosure, shall advise COUNTY the reason(s) said information is exempt, citing the

exact provision(s) within the FOIA laws justifying exemption, without simply claiming the information is generally confidential, proprietary, exempt from disclosure, or the like, and TRANSPORTER shall bear all costs, including, but not limited to, litigation costs, defending any action in support of Transporter's exemption position.

**Invoicing and Payment. *Local Government Prompt Payment Act. Because Purchaser in this Agreement is a County, this Agreement is subject to the terms of the Local Government Prompt Payment Act. (50 ILCS 505/1, et. seq.)*** Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Transporter is responsible for maintaining complete and accurate billing and contact information with County, as well as for payment of any fees or charges associated with Transporter's payment, other than those charged by County's bank.

**Insurance:**

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

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

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

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

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

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

**Broad form property damage coverage.** Explosion, Collapse and Underground coverage. Independent Contractor Liability coverage.

The above coverages shall be written for limits of not less than \$2,000,000 per occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit.

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

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

Contractor shall purchase a policy of Owner's and Contractor's protective liability insurance at its sole cost and expense in the names of Will County for the duration of the contract. The limits of liability for

Will County's and Contractor's protective coverage shall be not less than \$1,000,000 bodily injury and property damage combined single limit.

Contractor shall purchase a policy of Owner's and Contractor's pollution liability insurance at its sole cost and expense in the names of Will County for the duration of the contract. The limits of liability for Will County's and Contractor's protective coverage shall be not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

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

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

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

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

#### **INDEMNIFICATION BY TRANSPORTER.**

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

#### **NO WAIVER.**

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

#### **SEVERABILITY.**

If any provision or part of any provision of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other

provisions or the remaining part of any effective provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality or unenforceability.

#### **COUNTERPARTS.**

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

#### **NO THIRD-PARTY BENEFICIARY.**

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

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

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

#### **ENTIRE AGREEMENT.**

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



# WILL COUNTY, ILLINOIS

## PURCHASING DEPARTMENT

### Bid Form

**Condensate Hauling**

**#2025-86**

Name \_\_\_\_\_ F.E.I.N> # \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Email Address \_\_\_\_\_

**THIS IS NOT AN ORDER**

**Will County Agency Name: Will County Land Use Department**

For additional information contact the Will County Purchasing Department at [purchasing@willcounty.gov](mailto:purchasing@willcounty.gov)

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

	DESCRIPTION OF FEE	COST
A.	TRANSPORTATION CHARGE: Cost per gallon to transport condensate to KRMA.	
B.	DEMURRAGE FEE PER HOUR: (1 <sup>st</sup> hour to be free of charge) Fee charged per load for demurrage time after first hour.	
C.	SURCHARGE FEE: Percentage of subtotal of above fees.	
D.	MANIFEST FEE: (per load)	
<b>ADDITIONAL/ALTERNATE PROPOSED FEES</b>		
E.		
F.		
G.		
H.		

Signed By: \_\_\_\_\_

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



# WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

## Reference Form

**Condensate Hauling**

**#2025-86**

Please list three (3) references, other than the County of Will, that you have done similar work, service or supplied similar products to:

Entity: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

---

Entity: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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Entity: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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# WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

## Addendum Form

**Condensate Hauling**

**#2025-86**

Name \_\_\_\_\_ F.E.I.N> # \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Email Address \_\_\_\_\_

**THIS IS NOT AN ORDER**

**Will County Agency Name:**

For additional information contact Kevin Lynn Purchasing Director [klynn@willcounty.gov](mailto:klynn@willcounty.gov)

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

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

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

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

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

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

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

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

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

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_



# WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

## No Bid Form

**Please note: This form is only required if you are not bidding.**

Solicitation Name/Number: \_\_\_\_\_

Reason for not bidding:

- |  |  |
|--|--|
| <input type="checkbox"/> Not enough time to respond          | <input type="checkbox"/> Unable to compete                 |
| <input type="checkbox"/> Not Applicable to company           | <input type="checkbox"/> No time to complete work          |
| <input type="checkbox"/> Unable to obtain required insurance | <input type="checkbox"/> Unable to meet specs/requirements |
| <input type="checkbox"/> Unable to obtain required bonding   |  |
| <input type="checkbox"/> Other (please detail below)         |  |

Suggestions:

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

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

Please retain our information for future solicitations: Yes  No

**LATE RESPONSES CANNOT BE ACCEPTED!**

**Respondents Return Address:**

**RFP #: 2025-86 Condensate Hauling Bid**

**DUE DATE: 9/3/2025**

**DUE: 11:00 A.M.**

**DATED MATERIAL-DELIVER IMMEDIATELY**

**WILL COUNTY PURCHASING DEPARTMENT  
302 N. CHICAGO ST., 2<sup>ND</sup> FLOOR  
JOLIET, IL 60432**

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

**LATE RESPONSES CANNOT BE ACCEPTED!**