

# REQUEST FOR PROPOSALS

## *TWO-DAY TIRE COLLECTION EVENT*

TO BE HELD DURING (MONTH) 20\_\_\_\_  
FOR THE COUNTY OF \_\_\_\_\_, ILLINOIS

Interested contractors should read through this Request for Proposals (RFP) in its entirety. If you choose to respond, please fill out the required information at the conclusion of this RFP, sign and return your proposal by (Month) (Day), 20\_\_\_\_.

**1. PURPOSE:** The \_\_\_\_\_ County Board (the County) would like to enter into an agreement with a contractor to hold a two-day tire collection event in or around (Month) 20\_\_\_\_. The event will be designed so that County and township highway departments and municipal public works departments, as well as residents of the county, may bring used tires to a specific location for recycling and/or other acceptable uses. The collection event will be held on a Friday and Saturday in or near the City of \_\_\_\_\_, Illinois. (Agency Name) will serve as the County's agent in soliciting and evaluating proposals, and working with the selected contractor.

Tires to be accepted include: passenger car, light truck, semi-truck, and tractor tires; on and off rims. Tires not accepted include: oversize, off-road/industrial/heavy equipment tires. Tires will not be accepted from tire dealers or other automotive-related businesses.

Proposals are being solicited from qualified contractors to provide all necessary labor, equipment, transportation, processing, and recycling/disposal of tires collected during the event.

**2. BACKGROUND:** \_\_\_\_\_ County is located (location details). The County has conducted \_\_\_\_ tire collection events in the past \_\_\_\_ years. Based upon past experience, it is estimated that the 20\_\_\_\_ collection event will bring in the range of \_\_\_\_ – \_\_\_\_ tons of tires and rims, with approx. 60% being passenger and semi tires, 25% being assorted tires on rims, and the remaining 15% being rear tractor tires. However, the County does not make any guarantee as to the maximum or minimum amount of tires that will be collected at the 20\_\_\_\_ event. The collection will serve to reduce the number of illegal tire accumulations in the county and help eliminate places for mosquitoes to breed.

**3. PROPOSALS:** Proposals must be received by (Agency Name & Address), not later than 4:00 pm, on (Month) (Day), 20\_\_\_\_. Proposals received after this time will not be accepted. No proposals accepted by fax or email.

Proposals must be made in accordance with the instructions contained herein and submitted on the forms furnished by the County. Proposal Forms shall be properly and completely filled out. A complete copy of Proposal Forms (Pages 7-9 of this RFP) shall be submitted.

**4. TAX EXEMPTION:** The County is exempt from Federal, State and Municipal Sales Taxes.

**5. SCOPE OF WORK:**

The County will provide the following support to the contractor for the event:

1. Secure a location for the event;
2. Advertise the event;
3. Recruit volunteers to survey participants and pass out educational materials;
4. Display signs for residents directing them to the site;
5. Provide cones to direct traffic on-site;
6. Supply lunch and refreshments for County employees and volunteers; and
7. Rent a portable toilet to be used by County employees, volunteers, and contractor’s employees during the two-day event (if necessary).

The contractor is expected to provide the following services:

1. Provide sufficient labor necessary to unload tires from participant=s vehicles and load into semi trailers and/or roll-off containers;
2. Provide at least two semi-trailers and/or roll-off containers ready to load prior to start of the event each day;
3. Arrange for sufficient trailers and/or roll-off containers available on an on-call basis to load tires collected throughout the remainder of the event; and
4. Manage all tires in accordance with all applicable local, state and federal regulations.

NOTE: All tires must be removed and the premises must be cleaned of debris within six (6) calendar days after conclusion of the tire collection event. Work will be limited to daylight hours.

Reasonable alternatives to the proposed scope of work will be considered. For example, on-site tire shredding would also be considered by the County.

**6. SCHEDULE OF EVENTS:** Contractors should be aware of the proposed schedule of events for this tire collection:

- A. RFP issued to interested contractors – (Month) (Day), 20\_\_
- B. Receipt of proposals from interested contractors – (Month) (Day), 20\_\_
- C. Review of proposals by County personnel; Recommend contractor to County Board; Board approval – completed by (Month) (Day), 20\_\_
- D. Agreement signed between County and contractor – completed by (Month) (Day), 20\_\_
- E. Tire collection event – (Month) 20\_\_

**7. SIGNATURE OF PROPOSALS:** The County requires the signature on proposal documents to be that of an authorized representative of said company. Each proposer, by submitting his proposal, represents that he has read and understands the proposal documents.

**8. PROPOSAL PROCEDURES:**

- A. All proposals must be prepared on the forms provided by the County and submitted in accordance with the instructions to proposers.
- B. A proposal is invalid if it has not been received at the designated location prior to the time and date designated for receipt of proposals.
- C. A proposal may be withdrawn prior to the date designated for the receipt of proposals, if the proposer submits such request in writing. Otherwise, no proposer shall modify, withdraw, or cancel his proposal or any part thereof for sixty (60) days after the date designated for the receipt of proposals, unless otherwise provided in any supplement to the Request for Proposals.
- D. Changes or corrections may be made by the County to its proposal documents after they have been issued and before proposals are received. In such cases, a written addendum describing the change or correction will be issued by the County to all proposers recorded by the County as having received the proposal documents and will be available for inspection wherever issued. Such addendum shall take precedence over that portion of the document concerned, and shall become part of the proposal documents. Except in unusual cases, the addendum will be issued to reach the proposers at least five (5) days prior to the date established for receipt of proposals.
- E. Each proposer shall carefully examine all proposal documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a proposer find discrepancies or ambiguities in, or omission from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than seven (7) days prior to proposal due date, notify (Agency Name), which will, if necessary, send a written addendum to all proposers. The County is not responsible for any oral instructions. All inquiries shall be directed to (County project manager) at (Phone #). After proposals are received, no allowance will be made for oversight by the proposer.

**9. DEFAULT:** In case of default by the successful proposer for failure to comply with the proposal documents or the contract, the County may procure the articles or services from other sources.

**10. TYPES OF REQUIRED INSURANCE:**

- A. Worker's Compensation Insurance. The contractor shall procure and maintain during the life of this contract, Workmen's Compensation Insurance, as required by applicable state law for all of his employees who would be engaged in work on this project. In case any class of employees engaged in any work on the project under this contract is not protected under the Workmen's Compensation Statute, the contractor shall provide adequate employer's liability insurance for the protection of such of its employees as provided Employer's Liability (coverage B) in the amount of \$500,000.00.
- B. Contractor's Comprehensive General Liability and Property Damage Insurance. Contractor's Comprehensive General Liability and Property Damage Insurance shall be in an amount not less than \$500,000.00 for injuries including accidental death to any one person and not less than \$500,000.00 on account of any one occurrence and property damage insurance including completed operations broad form in an amount not less than \$100,000.00 or \$500,000.00 combined single limit bodily injury and property damage.

- C. Motor Vehicle Insurance. The contractor shall furnish and maintain at his own expense, comprehensive motor vehicle liability insurance covering the use of all owned, non-owned or hired motor vehicles and that the limits on said policy for bodily injury including death resulting therefrom shall be not less than \$250,000.00 for each person and \$500,000.00 for each occurrence and property damage coverage of not less than \$100,000.00.
- D. Owner's Protective Liability Insurance. The contractor shall protect the County or its assignee, if any, from contingent responsibility arising from the work performed under this Contract by adding these parties as named insured as a rider to the General Contractor specified Comprehensive General Liability Policy in an amount not less than \$500,000.00 per occurrence. The named insured in this Comprehensive General Liability Policy shall be: County of \_\_\_\_\_, (Address). A copy of the rider indicating the County of \_\_\_\_\_ as an additional insured shall be provided to the County prior to commencement of collection and processing services.

**11. RISK OF LOSS:** The contractor shall assume all risks for loss or damages to materials whether stored on the site or elsewhere, or to tools or equipment owned or rented by the Contractor, and he shall maintain such insurance as he may deem necessary to protect himself against such loss or damage.

**12. PROOF OF INSURANCE:** The contractor shall furnish the County, at the time of proposing, with certificates of insurance showing the type, amount, class operations covered, effective dates and dates of expiration of policies, which policies shall specifically refer to the Indemnity Agreement. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered except after 30 days written notice has been received by all named insureds." Any proposal not containing said proof of insurance shall be nonconforming and shall be rejected.

All policies shall substitute the word "occurrence" for "accident" for both bodily and property damage. "Occurrence" shall be defined to mean, "an event or series of events or continuous or repeated exposure to conditions, which expectedly or unexpectedly cause injury or damage during the policy period."

All insurance coverage shall be provided by insurance companies having policyholder ratings not lower than "A" and financial ratings not lower than "AAA" in the most recent issue of the Best Insurance Guide.

The contractor agrees to indemnify, save harmless and defend the County, its agents, host entities, their representatives, officers, and employees, and eligible participants, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, expenses, and actions, including court costs and attorney's fees, for or on account of any injury to any person, or death at any time resulting from such injury, or any damage to property or the environment, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.

The acceptance by the County of \_\_\_\_\_, or its respective representatives, of certifications of insurance provided for other or different coverage than therein provided to be furnished shall in no event be deemed to be a waiver of any of the provisions of this indemnity agreement.

**13. NON-DISCRIMINATION:** The contractor shall not discriminate against anyone on the grounds of race, sex, color, religion, age, national origin or handicap. Contractor agrees to abide by Section 2-105a of the Illinois Human Rights Act.

**14. ASSIGNMENT AND SUBLET OF CONTRACT:** The contractor shall not sublet or assign this contract, or any portion thereof, without prior written consent of the County.

**15. SUBCONTRACTORS:** Contractor may utilize other individuals or companies to perform various portions of the work required under this contract. The County reserves the right to approve all subcontractors, which approval shall not be unreasonably withheld. If names of subcontractors are known at the time of proposal submission, Contractor should list them on the Proposal Forms. If subcontractors are not immediately known, their names must be submitted prior to award of contract.

**16. CONFLICT OF INTEREST:** By submitting a proposal, the contractor certifies that no person holding any County office, elected or appointed, has any direct or indirect interest in this contract, or in any transfer of benefits from this contract.

**17. SEVERABILITY:** In case one or more of the provisions contained in this contract shall be held to be illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

**18. COST OF SERVICES:** The cost of the services to be provided by the contractor under this agreement shall be consistent with the fee schedule and proposal price worksheet submitted along with the proposal. The processing, labor and transportation costs specified on the proposal price worksheet and/or fee schedule shall remain constant throughout the term of the contract. However should unforeseen changes in costs occur during the contract term, the parties shall negotiate mutually agreeable compromise costs.

**19. PAYMENT:** The contractor shall submit an itemized invoice(s) to the County detailing all items for which payment is being sought. (Agency Name) will review all invoices from the contractor and forward payment recommendation to the County Board. Payment term shall be net 45 days. In the event the County Board fails to appropriate funds for this Agreement, the obligations of both the contractor and the County will cease immediately without any penalty or liquidated damages or any other payments.

**20. AWARDING OF CONTRACT:** It is anticipated the contract will be awarded at the (Month) (Day), 20\_\_ meeting of the \_\_\_\_\_ County Board. The lowest responsible proposer will be selected based on the following criteria:

- A. Price;
- B. References;
- C. Environmental compliance history; and
- D. Responsiveness to RFP.

**21. DRAFT AGREEMENT FOR SERVICES:** Appendix A of this RFP contains a draft contract that will be used as the basis for an eventual agreement between the County and the

contractor. Please review the draft contract and be prepared to begin final contract negotiations with the County if selected.

**22. SUBMITTAL REQUIREMENTS:** Each of the four (4) following items must be submitted in order for the proposal to be considered:

- A. Proposal price worksheet
- B. References
- C. Environmental compliance history
- D. Certificates of insurance

A. PROPOSAL PRICE WORKSHEET: Interested contractors should provide a cost for the base level of service outlined in the Scope of Work as well as additional costs for on-call containers or proposed alternatives.

SERVICE	COST/TON
Management of passenger car, light truck, and semi tires (including labor, transportation, processing and disposal)	
Management of assorted tires on rims (including labor, transportation, processing and disposal)	
Management of rear tractor tires – off-rim (including labor, transportation, processing and disposal)	
Management of Other tires – (description) _____ (including labor, transportation, processing and disposal)	

NOTE: Please further explain your proposal costs and plan of operations in your cover letter or on a separate sheet. Please list equipment you will utilize on-site, quantity, types and sizes of trailers or containers to be used for tire transport, etc.

How many laborers are you proposing to use for unloading of tires from participant’s vehicles?

Based upon your experience, how many off-rim tires would you be able to haul per semi-trailer?

If you propose to shred tires on-site, what type of volume reduction would be achieved? For example, if 10,000 off-rim tires are collected, how many semi-trailers will be needed to haul that amount of tires shredded as opposed to whole?

How far will tires be hauled? Under 30 miles    30-60 miles    60-90 miles    over 90 miles

Name of Site receiving tires:

IEPA Tire Storage Site # (or, if in another State, site number assigned by appropriate agency):

What type of end market(s) will be receiving the tires (such as tire-derived fuel, ground rubber, etc.)?

List name(s) and contact information for any proposed Subcontractor(s):

B. REFERENCES. Interested contractors should provide the County with at least three references including contact name, affiliation, phone number, and scope of services provided.

REFERENCES			
Contact Name	Affiliation	Phone Number	Scope of Services Provided

C. ENVIRONMENTAL COMPLIANCE HISTORY. Contractor will also provide an environmental compliance history for the firm. Specifically, the contractor must list and explain all convictions and citations brought against your firm, parent company or any subsidiaries by units of government in Illinois or other states for violations of any applicable tire collection, processing, and disposal regulations over the previous three (3) years.

ENVIRONMENTAL COMPLIANCE
<p><u>List all Convictions or Citations over the previous 3 years:</u></p>          

D. INSURANCE CERTIFICATES: Please attach copies of insurance certificates per this RFP.



**23. CERTIFICATION OF CONTRACTOR:** The undersigned certifies that he or she is an authorized representative able to submit a proposal on behalf of his/her company and is not barred from contracting with the County of \_\_\_\_\_ as a result of a violation of either section 710 ILCS 5/33 E-3 entitled, "Bid Rigging" or section 720 ILCS 5/33 E-4 entitled, "Bid Rotating."

In addition, the undersigned certifies that, if selected, all tires collected will be recycled and/or disposed of properly in compliance with all applicable federal, state and local transportation and environmental regulations. Furthermore, the proposal price(s) submitted for this RFP shall remain firm until through the anticipated collection in (Month), 20\_\_ and final disposition of all tires collected.

By \_\_\_\_\_

Signature \_\_\_\_\_ Name \_\_\_\_\_ Printed Title \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

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

Illinois EPA Tire Transporter # \_\_\_\_\_

**APPENDIX A**

**AN AGREEMENT BETWEEN  
\_\_\_\_\_ COUNTY AND**

**\_\_\_\_\_ TO PROVIDE  
TIRE COLLECTION AND PROCESSING SERVICES**

THIS AGREEMENT TO PROVIDE TIRE COLLECTION AND PROCESSING SERVICES (hereinafter referred to as “Agreement”) made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ is by and between \_\_\_\_\_ County (hereinafter referred to as “COUNTY”) and \_\_\_\_\_ (hereinafter referred to as “CONTRACTOR”).

**WITNESSETH:**

WHEREAS, the Illinois Solid Waste Planning & Recycling Act (415 ILCS 15/1 et seq.) mandates that counties plan for the management of solid waste; and

WHEREAS, COUNTY adopted a solid waste management plan on (Date) and adopted updates of the plan on (Dates); and

WHEREAS, tires present an on-going solid waste disposal problem in the county; and

WHEREAS, on (Date) the County Board’s Solid Waste Committee authorized the (Agency Name) to issue a Request for Proposals (RFP) to solicit interest from contractors to provide tire collection and processing services; and

WHEREAS, CONTRACTOR responded to the RFP by the designated deadline and was deemed the lowest responsible bidder for the tire collection and processing services; and

WHEREAS, on (Date) the County Board authorized the County Board Chair to negotiate and execute an agreement with CONTRACTOR for the performance of tire collection and processing services in accordance with CONTRACTOR’S bid dated (Month) (Day), 20\_\_\_.

NOW, THEREFORE in consideration of the premises and mutual covenants contained in this Agreement, the parties agree that:

**ARTICLE 1.0  
DEFINITIONS**

Section 1.1- Definitions. For the purposes of this Agreement, the following words and phrases shall be interpreted as follows:

“Collection Event” shall mean a tire collection event of two days duration conducted by the CONTRACTOR at the direction of the COUNTY.

“Collection Event Site” shall refer to the location provided by a Host Community or Host Entity and used by the CONTRACTOR to conduct a tire collection event.

“Collection Services” shall mean the acceptance of tires from Jackson County governmental entities and the general public at a collection event and placement of collected tires in appropriate containers.

“Host Community” means a municipality, township or other public agency providing a site for a tire collection event.

“Host Entity” means a business, person or other private entity providing a site for a tire collection event.

“Processing Services” shall mean the management of collected on- and off-rim tires in a manner consistent with the Environmental Protection Act and Illinois Administrative Code.

“Tires” shall refer to any on- or off-rim rubber tire.

Section 1.2 - Undefined Terms. Terms not specifically defined in Section 1.1 of this Agreement shall take on their generally accepted meanings.

## **ARTICLE 2.0 SCOPE OF AGREEMENT**

Section 2.1 - Cooperation. The parties shall cooperate and use their best efforts, pursuant to the terms of this Agreement, to facilitate the operation of the tire collection program by the CONTRACTOR. Accordingly, the parties agree in good faith to undertake the resolution of disputes, if any, in an equitable and timely manner.

Section 2.2 - General COUNTY Responsibilities. Subject to Section 3.1, COUNTY shall provide the following to the CONTRACTOR to hold an event during the term of this Agreement and any extensions in time thereof:

1. The location for the event in or near (City), Illinois. Exact dates and location of event will be coordinated with the CONTRACTOR at least 30 days prior to event. The COUNTY is responsible for any and all costs for procurement of the site. The CONTRACTOR, together with any subcontractors, will be allowed access to the site as necessary to perform its duties as outlined in this Agreement;
2. Advertise the event to potential participants;
3. Volunteers to survey participants and pass out educational materials;
4. Signage for participants directing them to the site;
5. Cones to direct traffic on-site;
6. Lunch and refreshments to all County employees and volunteers;
7. Sufficient number of dumpsters for disposal of mud and other waste on the premises of the event; and
8. A portable toilet to be used by COUNTY employees, volunteers and CONTRACTOR’S employees during the two-day event (if necessary).

Section 2.3 - General CONTRACTOR Responsibilities. CONTRACTOR shall provide the following services during the term of this Agreement and any extensions in time thereof:

5. Accept tires collected from governmental entities and the general public at the Collection Event;

6. Sufficient labor necessary to unload tires from participant's vehicles and load into trailers or other appropriate containers;
7. At least two semi-trailers ready to load prior to receipt of tires from the public on the morning the event begins;
8. At least one 40-cubic yard (or larger) roll-off container ready to load for use in transporting oversized and/or on-rim tires on the morning the event begins;
9. Sufficient trailers and/or roll-off containers available on an on-call basis during the days of the event to load tires collected from residents; and
10. Sufficient labor to clean the premises of the tire collection event of debris accumulated as a result of holding the event within three (3) calendar days after the conclusion of the event.

Section 2.4 - Incorporation by Reference. All terms and conditions issued by the COUNTY in its Request for Proposals (RFP) issued on (Month) (Day), 20\_\_ and agreed to by the CONTRACTOR in its response to the RFP dated (Month) (Day), 20\_\_ (CONTRACTOR'S response) are expressly incorporated by reference into this Agreement.

Section 2.5 - Cost of Service. The cost of the service to be provided by CONTRACTOR under this agreement shall be as described in CONTRACTOR'S RESPONSE. Such cost shall remain in effect throughout the contract term described in Section 3.1.

### **ARTICLE 3.0 TERM OF AGREEMENT**

Section 3.1 - Term of this Agreement. Subject to Section 10.1, the term of this Agreement shall be from the date of execution until all services are rendered and payment is complete. The COUNTY covenants and agrees that it will use its best efforts to insure that there are adequate funds available and appropriated for the services contemplated hereunder.

### **ARTICLE 4.0 TIRE COLLECTION EVENT**

Section 4.1 - Planning of Collection Event.

- (a) The CONTRACTOR shall provide input regarding the calendar dates and times for the scheduling of the Collection Event, however, the COUNTY shall have ultimate discretion over the dates, times, and duration of the event.
- (b) The COUNTY shall make available to CONTRACTOR all information it has regarding the surface and subsurface conditions in the vicinity of the Collection Event Site. The COUNTY'S responsibility to promptly disclose information pursuant to this Section shall be on-going.
- (c) Except as otherwise provided herein, the CONTRACTOR shall provide adequate staffing, equipment, and supplies for the Collection Event. The CONTRACTOR shall not engage in conduct or activity outside of this Agreement that jeopardizes the CONTRACTOR'S ability to commit additional personnel, equipment and supply reserves available to the Collection Event in accordance with Section 2.3.
- (d) The COUNTY shall work in conjunction with the respective Host Community or Host Entity to publicize the Collection Event. The CONTRACTOR will provide

assistance to the COUNTY during the development of Collection Event publicity programs. The COUNTY will take reasonable steps to keep the CONTRACTOR informed of the content and scope of its publicity efforts. THE CONTRACTOR shall not perform any publicity or public education activities relating to the services rendered under this Agreement without prior authorization from the COUNTY.

## **ARTICLE 5.0 TIRE MANAGEMENT**

Section 5.1 - Transportation. CONTRACTOR shall transport all tires from the site of the Collection Event to a site registered with the Illinois Environmental Protection Agency as a tire storage site. In the instance where tires are hauled out-of-state, the receiving site must be registered with the appropriate agency in that State.

Section 5.2 – Processing. CONTRACTOR may either process tires (shred or chip; remove from rims) on-site, or do so at another location, as long as said location is registered as a tire storage site with the Illinois Environmental Protection Agency (or appropriate agency of the State in which the receiving site is located). All processing / recycling / disposal activities must occur in a manner consistent with the Environmental Protection Act and Illinois Administrative Code (or regulations of the State in which the receiving site is located).

## **ARTICLE 6.0 REPORTING REQUIREMENTS**

Section 6.1 - General Record Responsibilities.

- (a) CONTRACTOR shall prepare and maintain proper, accurate and complete records and accounts of all transactions related to the Tire Collection Event. This would include, but not be limited to, invoices with each individually numbered trailer and/or roll-off container with COUNTY representative's signature (if possible).
  
- (b) CONTRACTOR hereby grants COUNTY or its agents, at COUNTY'S expense, the right to inspect all books, records, plans and other similar material of the CONTRACTOR, insofar as they relate to the operation of the Collection Event as described in this Agreement, upon reasonable notice to CONTRACTOR and during normal business hours. CONTRACTOR reserves the right to withhold certain documents from COUNTY inspection pursuant to this Section based upon a reasonable explanation of their proprietary nature.

Section 6.2 - Collection Event Report.

- (a) CONTRACTOR shall submit a Collection Event report to the COUNTY within fifteen (15) business days after the completion of the Collection Event.
  
- (b) The Collection Event report shall include, at a minimum:
  - i) Waste data including types, quantities and general disposition information for all tires brought to the Collection Event;

- ii) Specific recommendations regarding how the planning and/or operation of future events can be improved based upon the experienced gained during the Collection Event.

**ARTICLE 7.0  
INSURANCE**

Section 7.1 - Required Insurance. The CONTRACTOR shall procure and maintain for the duration of this Agreement, insurance in accordance with the provisions set forth herein.

Section 7.2 - Minimum Limits of Insurance.

- (a) Worker's Compensation Insurance. The CONTRACTOR shall procure and maintain during the life of this contract, Workmen's Compensation Insurance, as required by applicable state law for all of its employees who would be engaged in work on this project. In case of any class of employees engaged in any work on the project under this contract is not protected under the Workmen's Compensation Statute, the CONTRACTOR shall provide adequate employer's liability insurance for the protection of such of its employees as are provided Employer's Liability (coverage B) in the amount of \$500,000.00.
- (b) CONTRACTOR'S Comprehensive General Liability and Property Damage Insurance. CONTRACTOR'S Comprehensive General Liability and Property Damage Insurance shall be in an amount not less than \$500,000.00 for injuries including accidental death to any one person and not less than \$500,000.00 on account of any one occurrence and property damage insurance including completed operations broad form in an amount not less than \$100,000.00 or \$500,000.00 combined single limit bodily injury and property damage.
- (c) Motor Vehicle Insurance. The CONTRACTOR shall furnish and maintain at its own expense, comprehensive motor vehicle liability insurance covering the use of all owned, non-owned or hired motor vehicles and that the limits on said policy for bodily injury including death resulting therefrom shall be not less than \$250,000.00 for each person and \$500,000.00 for each occurrence and property damage coverage of not less than \$100,000.00.
- (d) Owner's Protective Liability Insurance. The CONTRACTOR shall protect the COUNTY or its assignee, if any, from contingent responsibility arising from the work performed under this Contract by adding these parties as named insured as a rider to the General CONTRACTOR specified Comprehensive General Liability Policy in an amount not less than \$500,000.00 per occurrence. The named insured in this Comprehensive General Liability Policy shall be: County of \_\_\_\_\_, (Address). A copy of the rider indicating the County of \_\_\_\_\_ as an additional insured shall be provided to the COUNTY prior to commencement of collection and processing services. The COUNTY covenants and agrees that it will comply with all requirements for a named insured under the Comprehensive General Liability Policy concerning cooperation and reporting in the claims process.

**ARTICLE 8.0  
SUBCONTRACTORS**

Section 8.1 - Responsibility for Subcontractors.

- (a) The CONTRACTOR shall assume responsibility for all services provided for in the Agreement, whether or not directly performed by the CONTRACTOR. Furthermore, the CONTRACTOR shall be the point of contact with the COUNTY concerning issues associated with the Agreement, including but not limited to, all issues of subcontracted work.
- (b) The CONTRACTOR shall be completely responsible for the subcontractor's adherence to all provisions of the contract, and for any claims or damages that may arise as a result of acts or omissions on the part of the subcontractor.

Section 8.2 - Approval of Subcontractors. The COUNTY reserves the right to approve all subcontractors, which approval shall not be unreasonably withheld. Any delay or standby costs that arise because the CONTRACTOR provided a subcontractor unacceptable to the COUNTY shall be at the CONTRACTOR'S sole risk.

**ARTICLE 9.0  
INDEMNIFICATION**

Section 9.1 - Hold Harmless. CONTRACTOR agrees to indemnify, save harmless and defend the COUNTY, its agents, host entities, their representatives, officers, employees, and eligible participants from any and all lawsuits, claims, demands, liabilities, losses, expenses, and actions, including court costs and attorney's fees, for or on account of any injury to any person, or death at any time resulting from such injury, or any damage to property or the environment, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.

**ARTICLE 10.0  
TERMINATION**

Section 10.1 - Termination of Agreement.

- (a) Subject to the Notice requirements of Section 11.3, either party may terminate this Agreement upon thirty (30) days written notice to the other.
- (b) Upon termination of this Agreement pursuant to this Section, CONTRACTOR shall not commence any further work on behalf of the COUNTY. CONTRACTOR shall complete all tasks required for the fulfillment of its contractual responsibilities relating to work commenced prior to the date of termination. COUNTY shall only compensate CONTRACTOR for prior services satisfactorily rendered and the completion of work in progress on the date of termination.
- (c) In the event CONTRACTOR'S registration with the Illinois Environmental Protection Agency to transport, dispose, process or store used tires expires during the term of this Agreement, this Agreement shall immediately terminate.

**ARTICLE 11.0  
MISCELLANEOUS**

Section 11.1 - Event Participation Levels and Waste Quantities. COUNTY makes no representations whatsoever regarding level of public participation in the COUNTY'S tire collection program, or quantities of tires to be collected pursuant to this Agreement.

Section 11.2 - Assignment. This Agreement shall be binding on CONTRACTOR and its successors and assigns. Neither party to the Agreement shall assign the Agreement or any document or instrument executed in connection therewith without the written consent of the other, which shall not be unreasonably withheld.

Section 11.3 - Notices. All notices, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands request, or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday, or day on which United States Mail is not delivered:

(a) If to COUNTY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) If to CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

Section 11.4 - Relationship of the Parties. Neither party to this Agreement shall have any responsibility to perform services for or to assume contractual obligations which are the obligation of the other party; nothing herein shall render either party a partner, agent or representative of the other party or create any fiduciary relationship between the parties. CONTRACTOR agrees it is an independent contractor. Supplies provided and services performed pursuant to the Agreement are not rendered as an employee of the COUNTY and any money received by the CONTRACTOR, if any, does not constitute compensation paid to an employee.

Section 11.5 - Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or be construed to be a waiver thereof, so that such right may be exercised from time to time and as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any provision, responsibility, warranty, or covenant contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.



Section 11.6 - Amendment. This document may not be amended except by written agreement signed by the authorized representatives of all parties hereto.

Section 11.7 - Authorized Representatives. Each party shall identify an authorized representative to be primarily responsible for the interests of that party. (County project manager) shall be COUNTY'S representative under this Agreement. President of CONTRACTOR shall be CONTRACTOR'S representative. COUNTY and CONTRACTOR shall give notice to the other if either elects to change its authorized representative.

Section 11.8 – Choice of Law. This Agreement and the CONTRACTOR'S obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws. The Agreement shall be construed in accordance with the laws of the State of Illinois.

Section 11.9 - No Conflicting Provisions. This Agreement is the entire Agreement between the parties for the specified services and, except for documents expressly incorporated by reference by Section 2.4, supercedes all prior proposals and agreements, both written and oral and any other written and oral communications between the parties. If any condition or term of any document expressly incorporated by reference in Section 2.4 conflicts with any term or condition of this Agreement, the terms of this Agreement shall control.

Section 11.10 - Successors And Assigns. This Agreement shall be binding upon the respective successors, assigns, administrators, and trustees of COUNTY and CONTRACTOR.

Section 11.11 - Execution Of Documents. This Agreement may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute but one and the same instrument.

Section 11.12 - Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, any and all other provisions shall remain in full force and effect.

Section 11.13 – Survival. Sections 9.1, 11.5, 11.8, 11.9, 11.10 and 11.12 shall survive the end or termination of this Agreement.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have caused this Agreement to be executed in their respective names, have caused their respective corporate seals to be hereto affixed, and have caused this Agreement to be attested, all by their duly authorized officers, or representatives and CONTRACTOR and COUNTY have cause this Agreement to be dated as of the date and year first written above.

COUNTY OF \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_  
County Board Chair

By: \_\_\_\_\_  
President

Attest:

By: \_\_\_\_\_  
County Clerk

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