



Rock Island County Waste Management Agency

1504 Third Avenue, Third Floor
Rock Island, Illinois 61201
Phone (309) 788-8925 • Fax (309) 793-6305
E-mail: info@ricwma.org
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CHAIR:
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City of Rock Island

VICE-CHAIR:
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Village of Coal Valley

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Rock Island County

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Missy Housenga
Village of Rapids City

Caryn Unsicker
City of Silvis

Scott Noyd
Rock Island County

MEMORANDUM

To: White Goods and Used Tires Collectors, Transporters and Processors

From: Sarah J. Gardner, Staff Coordinator, Rock Island County Solid Waste Management Agency

Date: October 7, 2019

RE: Request for Proposals

The Rock Island County Waste Management Agency (RICWMA) is issuing a request for proposals for white goods and used tire curbside collection, transportation, and processing services. Enclosed you will find the Request for Proposals. Please note that Proposals are due on **November 4, 2019**.

If you have any questions, or would like additional information, please contact Sarah Gardner or Gena McCullough, Staff Coordinators, Rock Island County Waste Management Agency, (309) 788-8925.



30% Total Recovered Fiber
All Post-Consumer Fiber



RICWMA

REQUEST FOR PROPOSALS

**FOR
WHITE GOODS AND USED TIRES COLLECTION, TRANSPORTATION
AND PROCESSING SERVICES**

**FOR
ROCK ISLAND COUNTY WASTE MANAGEMENT AGENCY
SERVICE AREA
COMPRISED OF ROCK ISLAND COUNTY, ILLINOIS**

October 7, 2019

Issued By



**Rock Island County
Waste Management Agency**

1504 Third Avenue, Third Floor
Rock Island, Illinois 61201
Phone (309) 788-8925 • Fax (309) 793-6305
E-mail: info@ricwma.org
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**ROCK ISLAND COUNTY WASTE MANAGEMENT AGENCY
REQUEST FOR PROPOSAL (RFP)**

**WHITE GOODS AND USED TIRES COLLECTION, TRANSPORTATION,
AND PROCESSING SERVICES**

I. Introduction

The Rock Island County Waste Management Agency (RICWMA) is seeking proposals from qualified firms to provide curbside collection, transportation, and processing services for residentially-generated white goods and used tires, generated in Rock Island County, Illinois.

The intent of the white goods portion of the program is to provide for safe removal, management/processing, and recovery/disposal of hazardous and non-hazardous materials from residentially-generated white goods resulting in the recycling of each unit.

II. Project Description

This project is directed toward recovery and processing of residentially-generated white goods and used tires collected in Rock Island County. In CY 2018, the total number of tires collected was 3,913. The total number of white goods units in CY 2018 was 1,180. During this time, Rock Island County residents were limited to the disposal of ten (10) used tires and four (4) units of white goods annually. Rock Island County residents would call a 1-800 number and give their name, number, address, and items to be collected. The contractor would then call within five days to schedule a curbside pick-up.

White Goods and Used Tires Definition

White goods are defined by the Illinois Environmental Protection Agency (EPA) as all discarded refrigerators, ranges, water heaters, freezers, air conditioners, humidifiers and other similar domestic and commercial large appliances. Additional units previously accepted under the program include dehumidifiers, clothes washers and dryers, conventional and microwave ovens, dishwashers, residential furnaces, garbage disposals, trash compactors, and heat pumps. Only residential/domestic white goods will be accepted under this program.

Used tires are defined by the Illinois EPA as worn, damaged, or defective tires that are not mounted on a vehicle wheel rim. Only residential passenger car tires would be accepted under this program.

Complete Proposals Required

No proposals will be considered that do not provide for all services requested. The proposer may include alternative methods of collection, in addition to the services requested, that provide more efficient and economic use of the program, provided that Rock Island County residents will still receive a high level of service.

Confirmed agreements with all contractors involved in provision of the services must be declared in writing. This includes the use of second party haulers or processors.

Services Required

The Contractor must provide for the curbside collection of white goods and used tires within Rock Island County on an appointment basis; transport the white goods and used tires to an authorized processing facility; and process or caused to be processed the white goods and used tires into a usable, marketable product in a timely manner. The Contractor must provide for the transport and processing of the white goods and used tires to meet all federal and state laws and to recycle or cause to be recycled each unit. A record of the number and tonnage of used tires and number of units of white goods collected and processed on a monthly basis must be kept, along with address, phone number, and number of tires and units of white goods collected from each household serviced.

III. Scope of Work

Following is the scope of services to be provided for collection, transportation, and processing of white goods and used tires:

1. Provide for the labor, equipment, and vehicle(s) necessary to load, transport, and process white goods and used tires on a regular or appointment basis with curbside pick-up. Pick-ups shall be made within a timely manner for the initial call to pick-up. Costs for this service will be provided on a per tire or unit basis, using the spreadsheet under Section V.11 of this Request for Proposals.
2. Provide detailed explanation of the white goods processing and recycling program. Include the following: collection procedure; handling and dismantling procedure; suitability of and description of the equipment used; qualifications of the personnel to be dedicated to this project; and percentage of unit recycled versus disposed.
3. Provide detailed explanation of the used tire processing and recycling program. Include the following: collection procedure; handling and dismantling procedure, suitability of and description of the equipment; and qualifications of the personnel to be dedicated to this project.
4. Keep all necessary equipment utilized for service in sanitary and good operating condition. Said equipment shall be subject to periodic inspection by a RICWMA representative.
5. Establish an office with continuous supervision for accepting calls with a toll-free number dedicated to this contract only. This number will be used for scheduling appointments for white goods and used tire pick-up by Rock Island County residents. At the termination of an executed contract, the toll-free number shall become property of RICWMA. The office shall be in service at least eight hours between 6:00 a.m. and

6:00 p.m., Monday through Friday. There shall be recording equipment and/or an answering service to receive calls during non-business hours.

6. All white goods and used tires collected become the property of the Contractor when collected by the Contractor. The Contractor is responsible for the delivery of the white goods and used tires to the authorized processing facility. The Contractor is responsible for providing a "Certificate of Destruction" or letter from the processor indicating how the white goods and used tires were processed and satisfactorily marketed.
7. Provide to RICWMA the total number of used tires; total tons of tires collected on a monthly basis; and a breakdown of the numbers of tires collected by address. The Contractor will also provide to RICWMA, on a monthly basis, a certified accounting of white goods units processed, total tons of white goods units processed, and a breakdown of the number of units collected from the addresses served.
8. The Contractor shall maintain a database and records of all calls received and all pick-ups conducted. This information must be made available to RICWMA upon request.

IV. Term of Agreement

The initial term of the contract will be five years. The successful Proposer agrees that RICWMA may review and extend the contract for successive five-year terms. Such renewals will be negotiated upon terms mutually agreeable. The right of RICWMA to extend the term as set forth above does not constitute or imply any obligation to do so.

V. Proposal Submission Requirements

Responses to the Request for Proposals must be received by **10 a.m. on November 4, 2019**, and the following locations:

Rock Island County Waste Management Agency
ATTN: Sarah Gardner or Gena McCullough

MAILING:

1504 Third Avenue
Rock Island, Illinois 61201

SHIPPING:

1504 Third Avenue, 3rd Floor, Room 300
Rock Island, Illinois 61201

All responses shall contain ALL required submission materials and be contained in a sealed envelope by the deadline.

Proposals will be opened and reviewed by Staff at **10 a.m., on November 4, 2019** at the Rock Island County Waste Management Agency, 1504 Third

Avenue, Third Floor, Rock Island, Illinois. No proposals may be withdrawn for a period of thirty (30) days following the opening of sealed proposals. Copies of proposals shall be made available upon written request following the execution or adoption of a formal contract for these services.

Responses must contain the following items:

1. Clearly mark proposal as "White Goods and Used Tires Collection Proposal."
2. Provide the official name, address, and phone and fax numbers of the company and its general manager. An e-mail address is requested for the general manager.
3. Describe types and sizes of white goods and used tires accepted and not accepted, based on processor capabilities.
4. Provide detailed explanation of the white goods processing and recycling program. Include the following: collection and transportation procedures; handling and dismantling procedure; suitability of and description of the equipment used; qualifications of the personnel to be dedicated to this project; and percentage of unit recycled versus disposed.
5. Provide detailed explanation of the used tire processing and recycling program. Include the following: collection and transportation procedures; handling and dismantling procedure; suitability of description of the equipment; and qualifications of the personnel to be dedicated to this project.
6. Identify the disposition, end markets, and management facilities for both hazardous and non-hazardous materials recovered from white goods and used tires.
7. Proof that the Proposer has the proper licenses and registration to perform the services required in the Request for Proposals.
8. List subcontractor(s) that will be engaged by the Contractor for this project. For each subcontractor, include name, address, phone number, contact person, and evidence of appropriate registration or license and letter of commitment or cooperation with Contractor.
9. List of experience in the field and a list of clients for whom the contractor and subcontractors have performed similar services shall be provided. Include name, address, phone and fax numbers, and contact person of each client.
10. List a cost per unit for the loading, transporting, and proper recovery/disposal services. Provide a cost for each of the following services for comparative purposes. Blanks left in any category will be grounds for dismissal of the entire proposal.

11. Shall provide a five (5) year option for services contained in the Request for Proposal.

Service	Live Load (Loaded by Contractor) Five Year Contract
Processing of white goods excluding transportation and loading: Cost per Unit	\$
Curbside transportation and loading of white goods: Cost per Unit	\$
No-show fee for scheduled pick-ups where white goods are not at the curb as arranged: Cost per No-Show	\$
Tire processing: Cost per Tire	\$
Curbside transportation and loading of tires: Cost per Tire	\$

12. Provide evidence of compliance with all applicable environmental regulatory requirements established by federal, state, and local governmental authorities. Include proof of required registration depending on state of operation related to this proposal.
13. Provide proof of ability to post a performance bond or letter of credit in the amount of one year's proposed contract value or \$50,000, whichever is more.

14. Provide Proof of Insurance as follows. The successful Contractor and subcontractors will be required to carry policies for the duration of the contract period:

Motor Vehicle Liability

Insurance to Any One Person	\$1,000,000
Property Damage	<u>\$1,000,000</u>
Total for Any One Occurrence	\$2,000,000

Public Liability

Injury to Any One Person	\$1,000,000
Property Damage	<u>\$1,000,000</u>
Total for Any One Occurrence	\$2,000,000

Environmental Impairment Liability Insurance

For Sudden Accidental Occurrences:

Per Incident	\$1,000,000
Aggregate as Applicable	\$2,000,000

(Applies to Processor of White Goods only.)

Hazardous Waste Materials Transport

(Applies to the Contractor only if transporting hazardous materials removed from the appliance/white goods units. The Contractor must provide proof of subcontractor insurance if the transport of hazardous materials is subcontracted.) \$5,000,000

Worker's Compensation

Statutory

1. Complete forms in Addendum 1.
2. Identify the method by which scheduling will be accomplished for curbside collection of white goods and used tires.
3. Provide five (5) copies of the proposal on 8-1/2" x 11" paper(s), single-sided, and delivered in a sealed envelope.
4. Understand and be willing to comply with sample contract in Addendum 2.
5. Address any other items in Section III, Scope of Work, if not already covered above.

VI. Selection Process

A. Questions

Questions regarding this RFP can be directed to:

Sarah Gardner/Gena McCullough
Rock Island County Waste Management Agency
Rock Island, Illinois 61201
Phone: 309-788-8925 Fax: 309-793-6305
Email: info@ricwma.org

All questions and responses must be made in writing and will be distributed by Sarah Gardner or Gena McCullough to those firms on the Request for Proposal mailing list as an addendum to the RFP. No questions may be asked after **4 p.m. on October 28, 2019.**

B. Selection Criteria

Selection of Contractor(s) for contract negotiations will be based upon:

- Viability of processes and scope of proposal.
- Qualifications and experience of the firm(s) in similar activities.
- Ability to provide services within the identified time schedule.
- Suitability of the equipment and personnel to meet the services, storage, collection, and/or processing needs and ability of the processor to process tires and/or white goods as required.
- The cost of the proposal.

RICWMA anticipates interviews and site visits will occur in November 2019, and negotiations will begin by January 2020. All proposing firms will be notified in writing regarding results of the selection process.

RICWMA reserves the right to reject any and all proposals or to waive any irregularities in any proposal if judged to be in the best interest of the Agency.

The evaluation process is designed to select a Proposer to negotiate a contract for the loading, transport, and processing of white goods and used tires. The selected Proposer will have submitted a proposal that is complete, addressed all requested services, and is in the best interest of the Rock Island County Waste Management Agency.

Each proposal will be reviewed by an evaluation team, composed of representatives of the Rock Island County Waste Management Agency, and evaluated relative to other proposals on the basis of the preselected criteria mentioned above. Proposers may be contacted during this process to clarify items in their proposals. The evaluation team will weigh the five major evaluation criteria on the basis of the program services and in the best interest of the Rock Island County Waste Management Agency and its member agencies and communities.

ADDENDUM 1
WHITE GOODS PROGRAM INFORMATION

Company Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Authorized
Company Representative _____ Title _____

Email Address for General Manager _____

Designated White Goods
Processing Facility _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Authorized
Company Representative _____ Title _____

Designated White Goods
Transportation Facility _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Authorized
Company Representative _____ Title _____

ADDENDUM 1 - CONTINUED
USED TIRES PROGRAM INFORMATION

Company Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Authorized
Company Representative _____ Title _____

Email Address for General Manager _____

Designated Used Tires
Processing Facility _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Authorized
Company Representative _____ Title _____

Designated Used Tires
Transportation Facility _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Authorized
Company Representative _____ Title _____

**ADDENDUM 2
SAMPLE CONTRACT**

[Subject to revisions based on negotiation of contract]

**ROCK ISLAND COUNTY WASTE MANAGEMENT AGENCY
RESIDENTIAL WHITE GOODS AND USED TIRES
CURBSIDE COLLECTION AND PROCESSING AGREEMENT**

THIS AGREEMENT is made and entered into the ____ day _____, 20____ by and between the Rock Island County Waste Management Agency (RICWMA) and _____, (the Contractor).

WHEREAS, the RICWMA is coordinating a residential used tire and used appliance (White Goods) collection, transportation and processing program for Rock Island County residents; and

WHEREAS, the Contractor is willing to provide such services on the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of their mutual promises hereinafter set forth, the parties agree as follows:

1. **Retention.** The RICWMA retains the Contractor to provide the services hereinafter set forth, and the Contractor agrees to perform such services for the fees, and in accordance with all other terms and conditions, hereinafter set forth.
2. **General Duties of Contractor.** The Contractor shall provide the following services:
 - a. **Loading.** The Contractor shall provide all labor and equipment necessary for curbside collection of used tires and used appliances or white goods through a scheduling process (see 2 D).
 - b. **Transportation/Processing.** Transporting all used tires and used appliances or white goods it loads/picks-up at curbside to the designated processing facilities. The Contractor shall maintain all equipment used to load and/or transport all collected materials in a safe, sanitary, and good working order. The Contractor shall convey a limit of four (4) residential used appliance/white goods items per household per year, and ten (10) residential used tires per household per year to Rock Island County residents requesting collection and disposal service.
 - c. **Record Keeping.** Keeping complete and accurate records showing the total number, type, origin, and combined weight of all used tires and the total number, type, origin, and combined weight of all used appliances/white goods collected for processing from curbside collection, and provide records on a monthly basis.

- d. **Scheduling.** The Contractor shall provide scheduling services for the curbside collection of used tires and used appliances/white goods during office hours described in paragraph number 8 of this agreement. The Contractor shall obtain a toll-free phone number dedicated to this program only. Upon termination of the Contract, the Contractor shall give ownership of the toll-free number to RICWMA. Collection of all materials is expected and will occur within one (1) week of the initial resident's telephone call.
 - e. **Certificate or Letter.** The Contractor shall provide RICWMA with a written "Certificate of Destruction" or a letter from the processor of hazardous waste that shall indicate when, where, and to whom the material is delivered.
 - f. **Other.** Perform such other duties as are hereinafter set forth.
3. **Subcontracting.** The Contractor shall provide a list of all Subcontractors that will be engaged by the Contractor for this project. For each Subcontractor, include name, address, telephone number, contact person, evidence of appropriate registration or licenser, and insurance coverage.
4. **Fees.** For all services performed by the Contractor pursuant to the terms of this Agreement, RICWMA shall pay the Contractor \$_____ per passenger car and light truck tires without rims or wheels. The Contractor shall provide RICWMA with weight verification, on a truck load basis, for all tires processed. Additionally, RICWMA shall pay the Contractor a total charge of \$_____ per appliance/white good item that is collected at curbside, transported, and processed by the Contractor. RICWMA shall pay the Contractor a total charge of \$_____ per appliance/white good item that has been declared a no-show, and has been properly documents by the Contractor. The total no-show declarations RICWMA shall pay shall not exceed ten percent (10%) of the reporting month's collected appliances/white goods.
5. **Definitions.** For purposes of this Agreement, the term "used tires" includes residentially-generated old, worn, damaged, or defective tires from passenger cars and light trucks. The term "appliance/white goods" includes, but is not limited to, residential refrigerators, residential freezers, air conditioners, dehumidifiers, clothes washers and dryers, conventional and microwave ovens, ranges and stoves, dishwashers, water heaters, residential furnaces, garbage disposals, trash compactors, heat pumps, and humidifiers.
6. **No Land Filling.** All tires collected for processing by the Contractor shall be processed in accordance with the provision of paragraph 2B above. In the event the Contractor desires to change its plans with respect to the processed material, it shall advise RICWMA in writing in advance, and any such change shall be reflected on the Certificate of Destruction or letter from the processor provided to the affiliate landfills and/or transfer stations. Under no circumstances shall the Contractor dispose of any tires collected hereunder (except by-products derived from the processing or shredding of such tires) in a landfill.

7. **Compliance.** The Contractor shall, before commencing services under this Agreement, be in compliance with all State of Illinois regulations and provide a license indicating this, or if the Contractor is based out-of-state, the Contractor shall provide evidence of permits or of licenses for waste tire or appliance/white goods collection, transportation, or processing in associated states. The Contractor shall provide the name of the appropriate state agency and individual responsible for the monitoring of any such permits or licenses that are provided.

At all times the Contractor shall comply with the provisions of the waste tire and appliance/white goods permits and licenses that have been provided. The Contractor shall perform all contracted services in accordance with applicable federal, state, and local laws, rules, regulations, and ordinances including, but not limited to the Resource Conservation and Recovery Act, requirements of the U.S. Environmental Protection Agency (EPA), the U.S. Department of Transportation, the Illinois EPA, and state and federal Occupational Health and Safety Authorities.

8. **Office Hours.** The Contractor shall operate the residential used tire and used appliance/white goods scheduling operation on Monday through Friday, except holidays, for a duration of at least eight hours between the hours of 6:00 a.m. and 6:00 p.m. Holidays include the holidays recognized by the State of Illinois (New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day). Operations may occur on designated holidays between mutual agreement of RICWMA and the Contractor. In addition, the Contractor, at its option, can operate the program and receive used tires or appliance/white goods on Saturdays.
9. **Inspection.** RICWMA shall have the right at all reasonable times to inspect and to make copies of all records maintained by the Contractor required to be maintained in the Agreement and, likewise, to inspect the facilities and equipment used by the Contractor to carry out its obligation hereunder.
10. **Property.** All tires and appliance/white goods collected under this program shall become the property of the Contractor when collected by the Contractor.
11. **Term.** Subject to the terms of paragraph 19, the term of this Agreement shall commence _____, 2020, and shall terminate _____, 2025. Provided, however, that RICWMA may renew and extend the contract for successive terms. Such renewals will be negotiated upon terms mutually agreeable to RICWMA and the Contractor. The rights of the parties subject to this Agreement to extend the term as set forth in this paragraph does not constitute or imply any obligation to do so.

12. Insurance and Performance Security:

A. The Contractor shall provide insurance in the following coverage and amounts and shall submit certificates from its insurance company indicating the coverage in force prior to starting work. The following policies are a condition of this agreement, and RICWMA may suspend service and withhold payment pending thirty (30) day contract termination for breach of contract.

Motor Vehicle Liability

Insurance to Any One Person	\$1,000,000
Property Damage	<u>\$1,000,000</u>
Total for Any One Occurrence	\$2,000,000

Public Liability

Injury to Any One Person	\$1,000,000
Property Damage	<u>\$1,000,000</u>
Total for Any One Occurrence	\$2,000,000

Environmental Impairment Liability Insurance

For Sudden Accidental Occurrences:	
Per Incident	\$1,000,000
Aggregate as Applicable	\$2,000,000

Hazardous Waste Materials Transport

(Applies to the Contractor only if transporting hazardous materials removed from the appliance/white goods units. The Contractor must provide proof of subcontractor insurance if the transport of hazardous materials is subcontracted.) \$5,000,000

- 1) The policy shall fully provide insurance to cover the entire Contractor's operating exposures including any such exposure at any processing facility and any other exposure related to collecting used residential tires and appliance/white goods, the operation of vehicles, and the transportation and delivery of said materials to the Contractor's facilities.
- 2) Approval of the insurance by RICWMA shall not, in any way, relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that RICWMA does not, in any way, represent that the above specified insurance or limits are sufficient or adequate to protect the Contractor's interest or liabilities.
- 3) RICWMA and the Contractor shall be named as additional insured in these policies for coverage needed only for work as specified in this Agreement, which shall provide that the coverage may not be terminated or changed by the insurer except upon thirty (30) days written notice to RICWMA.

- B. **Worker's Compensation Insurance.** The Contractor shall, at all times, keep fully insured, at its own expense, all persons employed by it in connection with the performance of its obligations hereunder as required by the laws of the State of Illinois relating to Worker's Compensation Insurance and shall hold RICWMA and its affiliates free and harmless from all liability to any employee of the Contractor or its agents, who may be injured while performing work or labor necessary to carry out the provisions of this Agreement. The Contractor shall supply memorandum policies to RICWMA as they occur.
- C. **Security.** As security to insure performance of the Contractor's obligations hereunder, the Contractor shall submit a performance bond in favor of RICWMA in the sum of one year's service of this agreement conditioned on the Contractor's faithful performance of all its obligations hereunder. Such bond shall be insured by a surety company licensed to do business in Illinois and shall otherwise be subject to review and acceptance by RICWMA. In lieu of bond, the Contractor may provide a letter of credit or deposit the sum of one year's service of this agreement with RICWMA. Upon Contractor's satisfactory completion of its obligations hereunder, RICWMA shall return said funds to the Contractor.
13. **Performance of Contract.** The Contractor shall supply all labor, materials, and equipment necessary to carry out this Agreement except as otherwise expressly provided elsewhere in this Agreement. The Contractor agrees to pay all persons doing work or furnishing skill, tools, machinery, or materials, or insurance premiums, or equipment, or supplies and all just claims for such work, material, equipment, insurance, and supplies in and about the performance of this Agreement.
14. **Indemnification.** The Contractor further agrees to take all precautions to protect the public against injury and to save RICWMA harmless from all damages and claims of damages to persons or property or environment, including damages or claims of damages to or on the sites, that may arise by reason of any negligence of the Contractor or its agents or employees while engaged in the performance of this Agreement, and will hold harmless and indemnify RICWMA against all claims, liens, expenses and claims for liens, for work, tools, machinery, materials, or insurance premiums or equipment or supplies, and against all loss, including reasonable attorney fees, by reason of the failure of the Contractor in any respect to fully perform all obligations of the Agreement.
15. **Modification and Waiver.** RICWMA, which is entitled to the benefits thereof, may waive any of the terms or conditions of this Agreement at any time, and this Agreement may be modified or amended at any time. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by all of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. **Force Majeure.** Quantity and delivery of services are, and shall remain, the essence of this Agreement, but neither party to this Agreement shall be liable to the other for any failure to perform hereunder due to war, acts of God, curtailment of or failure to obtain sufficient energy, embargo, strike, lockouts, actions of civil government or municipal authorities, including fire, floods, accidents, riots, insurrection, or other causes beyond its control.

17. **Governing Law.** This Agreement is governed in all respect by the laws of the State of Illinois, and all obligations are enforceable in accordance there within.

18. **Notices.** Except as otherwise herein provided, all notices required to be served by either party on the other shall be in writing and forwarded by certified mail to the principal office of the party to which notice is given, as follows:

If to Contractor: AUTHORIZED REPRESENTATIVE
 COMPANY NAME
 ADDRESS
 CITY/STATE/ZIP

If to RICWMA: Chairman
 Rock Island County Waste Management Agency
 1504 Third Avenue
 Rock Island, IL 61201

19. **Successors and Assigns.** The Contractor binds itself jointly and severally, its successors, executors, administrators, and assigns to RICWMA in respect to all covenants of this Agreement, except that the Contractor shall not assign or transfer any part of its interest in this Agreement or sublet as a whole nor shall the Contractor assign any monies due, or to become due, without RICWMA's written consent.

20. **Service Records.** The Contractor shall supply to RICWMA the dates, amounts, and origination point of all tires and appliance/white goods collected in Rock Island County, all billings and other evidences of services performed upon the request of RICWMA.

21. **Severability.** All parts and provisions of this Agreement are severable. If any part or provision shall be held invalid, the remainder of this Agreement shall remain in effect.

22. Termination.

This Agreement may be terminated under the following conditions:

A. **Termination for Cause.** In addition to and not in substitution or limitation of any other right of RICWMA hereunder to terminate this Agreement, RICWMA shall have the option to terminate this Agreement at any time for cause. Cause is defined as any breach by _____ of any provision or provisions of this Agreement or the insolvency of _____. RICWMA shall exercise its option to terminate this Agreement under this provision as follows. In the case of _____ failing or otherwise being unable to complete contractual obligations, RICWMA shall give written notice to _____ of its intent to

terminate the Agreement and shall set forth therein the reason or reasons for termination. _____ shall have thirty (30) days to remedy the cause for termination to the reasonable satisfaction of RICWMA in consultation with the Participants. If _____ fails to remedy the cause for termination set forth in a written notice provided by RICWMA, the Agreement shall terminate.

B. **Termination Not For Cause.** In the event that this Agreement is terminated by RICWMA by mutual agreement of all Participants for any other reason than for cause or as provided in 22.C RICWMA shall give written notice to _____ of its intent to terminate and give ninety (90) days' notice of said termination. Should this Agreement be terminated, conditions of the Agreement shall remain in effect for all materials collected prior to the effective date of termination. The conditions noted above do not apply for withdrawal of an individual Participant.

C. **Termination Due to Changes in Law.** RICWMA and/or _____ may terminate this Agreement if a change in state or federal law makes it impossible for RICWMA and/or _____ to comply with both the material terms of the Agreement and the requirements of such state or federal law.

23. **Renewal.** RICWMA shall have the option to renew this Agreement. Such renewals will be negotiated upon terms mutually agreeable to RICWMA and the Contractor. RICWMA shall exercise their option by written notice delivered to the Contractor at least sixty (60) days prior to commencement of the renewal term and shall designate the term for which renewal is made.

24. **Entire Agreement.** This writing is the entire Agreement between the parties. No modification of this Agreement shall be valid or effective, unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

Michael Bealer, Chairman
Rock Island County Waste Management Agency

Contractor
Company Name