

REQUEST FOR PROPOSALS

On May 13, 2024, this Request for Proposals was approved and adopted by resolution of the Whitley County, Indiana Solid Waste Management District ("District"). The District hereby requests proposals for the collection of recyclable materials within Whitley County, Indiana in accordance with this Request For Proposals and the attached exhibits.

1. Background Information. The District is a county solid waste management district established by Whitley County pursuant to Indiana Code § 13-21-3-1. The District's current contract for the collection of recyclable materials expires on December 31, 2024. This Request for Proposals is submitted pursuant to the terms of Indiana Code § 5-22-6-1 regarding contracts for the purchase of services.

2. District's Requirements and Specifications. The District's requirements and specifications for the services are generally as set forth in the contract template attached as **Exhibit A** (the "Contract Template"). The District desires to enter into a new contract for the collection of recyclable materials pursuant to terms and conditions similar to the terms and conditions described in the Contract Template. The final version of the contract entered into by the District may deviate from the Contract Template based on changes proposed by an entity submitting a proposal in response to the RFP (a "Proposer") and/or changes proposed by the District as provided below.

3. RFP Defined. For purposes of this Request for Proposals, the term "RFP" refers to this Request for Proposals, together with all exhibits attached hereto, as modified by each RFP Modification Document, if any.

4. Proposal Submission Deadline. All proposals submitted in response to the RFP ("Proposals"), must be submitted to and received by the District on or before 3:00 o'clock p.m. June 28, 2024 (the "Proposal Submission Deadline"). Any amendment to a Proposal shall be submitted in compliance with the requirements for submission of an original Proposal and any such amendment submitted and received prior to the Proposal Submission Deadline shall replace and supersede the original Proposal intended to be amended thereby.

5. District Office. All Proposals and other written inquiries and communications directed to the District in connection with the RFP must be delivered to and received by the District at its office located at 701 South Line Street in Columbia City, Indiana 46725 (the "District Office").

6. Pre-Proposal Conference. There will be a pre-proposal conference at the District Office on June 10, 2024 at 10:00 o'clock a.m. at which representatives of the District will be available to answer questions regarding the RFP (the "Pre-Proposal Conference"). All oral answers to questions will be non-binding. The RFP may be amended only by an RFP Modification Document, as provided below.

7. Written Questions. Any request for interpretation, clarification and/or

modification of the RFP (other than oral requests made at the Pre-Proposal Conference) must be submitted in writing and received by the District at least 15 days prior to the Proposal Submission Deadline.

8. RFP Modification Document. If the District determines that the RFP should be clarified or modified, the District may make any such clarification or modification in a written document (an "RFP Modification Document"). The District shall send a copy of any RFP Modification Document via mail, email and/or fax to: (a) each prospective Proposer who attends the Pre-Proposal Conference and provides the District with a post office address, email address or fax number to which an RFP Modification Document may be sent; (b) each Proposer who has submitted a Proposal; and (c) any other person or Proposer who specifically requests a copy of any RFP Modification Document and provides the District with a post office address, email address or fax number to which an RFP Modification Document may be sent. The RFP shall be deemed amended by any RFP Modification Document that is adopted by the District and sent to the persons described above at least 7 days prior to the Proposal Submission Deadline. Any Proposal sent to the District prior to the receipt of an RFP Modification Document may be withdrawn or amended by the Proposer prior to the Proposal Submission Deadline in accordance with the terms of this RFP.

9. Form of Proposal. All Proposals must: (a) be submitted in a form substantially conforming to the template attached hereto as **Exhibit 2**; (b) be accompanied by a Statement of Qualifications in a form substantially conforming to the template attached hereto as **Exhibit 3**; and (c) include all of the information requested in the attached Exhibits 2 and 3. A Proposer may, in its Proposal, propose any changes to the terms and conditions specified in the RFP, including the terms and conditions set forth in the Contract Template; provided, however, all such proposed changes must be explicitly and clearly identified and described in the Proposal. The District reserves the right, in its sole judgment and discretion, to waive any irregularities or informalities in any Proposal received.

10. Representations of Proposer. By submitting a Proposal, each Proposer represents (as more fully set forth in the Proposal response form) that such Proposer: (a) has carefully read the RFP, including all exhibits attached thereto and all notices given in connection therewith; (b) has investigated the areas and sites where the services are to be performed; (c) has familiarized itself with the requirements of all applicable federal, state and local laws, ordinances, rules and regulations in connection with the Proposal; (d) has completed all investigations and due diligence, to the Proposer's satisfaction, regarding all conditions that may affect the Proposer's ability to perform its obligations under the Proposal and the cost thereof (e) has made all such other independent due diligence investigations deemed necessary or appropriate by the Proposer; and (f) is able, financially and otherwise, to perform the obligations of Proposer under the terms of the Proposal.

11. RFP is Not an Offer. The RFP is merely a solicitation for offers from prospective Proposers. The RFP does not itself constitute an offer to enter into a contract. The District reserves the right to propose any modification or supplement to the terms and conditions of the RFP (including the terms and conditions of the Contract Template) as it deems appropriate as

part of an RFP Modification Document or when negotiating the final version of the contract. The District reserves the right to propose entering into a contract subject to certain conditions as may be necessary, such as a condition relating to increasing the amount of the District's recycling fee charged to property owners.

12. *Proposal Constitutes Firm Offer.* Each Proposal constitutes a firm offer to enter into a legally binding contract pursuant to the terms and conditions set forth in the Contract Template as modified by: (a) each RFP Modification Document, if any, sent to the persons described in Section 8; and/or (b) other proposed changes, if any, that are explicitly and clearly identified and described in the Proposal. Such offer shall be irrevocable for a period of 60 days following the Proposal Submission Deadline; provided, however, if the Proposal is accepted, as submitted, more than 30 days after the Proposal Submission Deadline, either the Proposer or the District shall have the right to extend the commencement date of the contract by one day for every day that elapses after such 30-day period until the date of such acceptance. Any counter proposal made by the District during such 60-day period shall not constitute a rejection of such offer and shall not affect the District's ability or right thereafter to accept the Proposal, as submitted, at any time during such 60-day period.

13. *District's Consideration of Proposals.* The initial consideration of Proposals by the District's board of directors shall take place at a board meeting to be held at the District's Office on July 8, 2024 at 9:00 o'clock a.m. or at such other date, time and/or place as may be designated in a notice from the District to each of the Proposers.

14. *District's Options.* After the Proposal Submission Deadline and the consideration of the Proposals, the District has the following options:

(a) *Rejection.* The District may reject any or all Proposals at any time prior to entering into a contract.

(b) *Unconditional Acceptance.* At any time within 60 days following the Proposal Submission Deadline, the District may accept any Proposal as submitted, without conditions (except conditions explicitly described in the RFP and/or the Proposal). Upon such acceptance, the District and the Proposer whose Proposal was accepted shall enter into a contract upon the terms and conditions thus proposed and accepted; provided, however, if the Proposal is accepted more than 30 days after the Proposal Submission Deadline, either the Proposer or the District shall have the right to extend the commencement date of the contract by one day for every day that elapses after such 30-day period until the date of such acceptance.

(c) *Selection of Proposal for Further Negotiations.* The District may select a Proposal deemed most advantageous to the District and conduct further negotiations with the Proposer thereof. If, after selecting a Proposer with whom to negotiate, it appears to the District, in its sole judgment and discretion, that the selected Proposer will be unlikely to enter into a contract on terms that are satisfactory to the District, then the District may terminate such negotiations and initiate negotiations with the next best Proposer.

CONTRACT FOR COLLECTION OF RECYCLABLE MATERIALS

This Contract for Collection of Recyclable Materials ("Contract") is entered into as of the 1st day of January , 2025, by and between the Whitley County, Indiana Solid Waste Management District ("District") and _____ ("Contractor") acknowledging that:

A. The District issued its request for proposals for a contract with a qualified company to provide all services, equipment, labor, materials and management personnel necessary for curbside or roadside collecting, transporting, disposing and/or processing of Recyclable Materials (as hereafter defined) from each residence in the District.

B. The District has reviewed and desires to accept the proposal of Contractor if the parties execute this Contract setting forth all of the rights, obligations, duties and privileges of the District and Contractor.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the District and Contractor, the parties agree as follows:

1. Definitions. As used in this Contract:

1.1 "Collection Area" shall mean all of Whitley County, including, without limitation, the cities and towns of Larwill, Columbia City, South Whitley and Churubusco. If any incorporated city or town elects to conduct its own recycling program as permitted by law, then the Collection Area shall be reduced accordingly, and the amounts due to Contractor pursuant to this Contract will be reduced accordingly.

1.2 "Container" shall be the 95 or 96 gallons contained provided and maintained by the District.

1.2 "Dwelling Unit" shall mean a dwelling or portion of a dwelling in the Collection Area used by (or suitable for use by) one family, an individual or group of individuals (regardless of whether they are related) for cooking, living and sleeping purposes.

1.3 "Per Unit Fee" shall mean the Per Unit Fee specified in Section 3.2, below.

1.4 "Recyclable Materials" shall mean:

1.4.1 Aluminum cans, aluminum foil and disposal cooking items made from aluminum (pie pans, etc.), tin cans, steel cans and bi-metal / ferrous cans;

1.4.2 Plastic containers (including plastic bags) consisting of the materials identified as SPI resin identification code numbers 1, 2, 3, 4, 5, 6 and 7;

EXHIBIT A

1.4.3 Glass containers, bottles and jars (including clear, brown, green and blue); and

1.4.4 Newspapers (and their glossy inserts), mixed paper, magazines, catalogs, paperboard (including cereal and snack boxes) and paper soft drink cartons, corrugated cardboard, telephone books, press board and junk mail.

2. Term of Contract.

2.1 **Initial Term.** The initial term of this Contract shall be for a period of five (5) years beginning on January 1, 2025, and ending December 31, 2029 ("Initial Term").

2.2 **Indefinite Extension.** After the expiration of the Initial Term, the term of the Contract shall continue indefinitely until termination by either party in accordance with Section 2.3, below.

2.3 **Termination; Nine Months' Notice.** In order to be effective, a notice of termination under this Section must: (a) comply with the notice requirements of this Contract (Section 27, below); (b) be given on or after January 1, 2029; and (c) state clearly and without qualification that the party giving the notice intends to terminate this Contract. The effective date of the notice shall be determined in accordance with Section 28. Upon effective notice of termination, this Contract will terminate as of the latest of the following dates:

2.3.1 December 31, 2029.

2.3.2 The last day of the month which is the ninth (9th) month following the month in which the effective date of the notice of termination occurs. (Thus, for example, if the first effective notice of termination is given on January 1, 2030, the Contract will terminate effective as of October 31, 2030.)

2.3.3 A later date specified in the notice of termination; provided, however, if the specified date is not the last day of the month, the Contract will terminate on the last day of the month specified.

3. Payments to Contractor; Adjustments.

3.1 **Calculation of Payments Due.** For all collection and delivery services and other obligations required to be performed by Contractor, including all fees and expenses incurred by Contractor in performing this Contract, the District agrees to pay to Contractor each month an amount equal to the Per Unit Fee multiplied by the number of Dwelling Units determined in accordance with the following provisions.

3.2 *Per Unit Fee*, The Per Unit Fee is \$ _____

RFP Instructions:

Any proposal regarding periodic adjustments to the Per Unit Fee must clearly describe and define:

- (1) When the proposed adjustments would occur;
- (2) How the proposed adjustment would be calculated;
- (3) Any third-party index on which the adjustment would be based; and
- (4) The precise relationship between changes to the index and changes to the "per unit fee".

3.3 *Number of Dwelling Units*. For each calendar year, the amount due Contractor shall be based on the number of Dwelling Units that existed as of March 1 of the prior calendar year. The number of Dwelling Units as of March 1 of the prior calendar year shall be determined by the office of the Whitley County Auditor. Any objection to the information provided by the office of the Whitley County Auditor regarding the number of Dwelling Units existing as of March 1 of the prior calendar year shall be waived unless the objecting party gives notice of such objection to the other party within 90 days after being notified of the number provided by the office of the Whitley County Auditor.

3.4 *Contractor Billings to District*. Contractor shall bill the District for the amounts due each month within ten (10) days following the end of each calendar month, with payment due forty-five (45) days from the invoice date.

4. *General Duties of Contractor; Single Stream Collection Service*. Contractor shall provide all services necessary to collect an unlimited amount of Recyclable Materials from all Dwelling Units within the Collection Area and other collection points as provided in this Contract, including without limitation complying with all duties and responsibilities of Contractor set forth in this Contract. Contractor shall collect all Recyclable Materials pursuant to a "single stream" system of collection such that all of the different types of Recyclable Materials shall be commingled in a single container at the point of collection. Contractor shall be responsible for, and has evaluated, all of the conditions, physical requirements, fees and costs (including without limitation all necessary equipment, labor and transportation costs, license and permit fees and other factors) necessary to perform this Contract, and also any requirements imposed by an federal, state or local law, regulation, rule or ordinance, which may apply to this Contract or Contractor's obligations hereunder.

5. *Dwelling Units; "Curb-Side" Pickup*. Contractor shall collect Recyclable Materials from all Dwelling Units within the Collection Area on a bi-weekly basis (every two weeks) Monday through Friday between the hours of 5:00 a.m. and 7:00 p.m.

5.1 **Collection Schedules and Collection Routes.** Contractor shall pick up all Recyclable Materials that are placed in a Container at the curb or the edge of the traveled roadway in front of each Dwelling Unit, and it shall be the responsibility of each resident to place all Recyclable Materials in the applicable location by 5:00 a.m. on the designated pick-up day. Contractor shall also provide the District and each Dwelling Unit with maps and schedules of the collection routes and keep such information updated at all times. If Contractor elects to change routes or schedules, Contractor shall at Contractor's cost notify each Dwelling Unit affected in writing at least five (5) calendar days before the change is implemented. In any event, by November 30th of each year, Contractor will provide District with the proposed collection schedule and maps for the following year. Then, after District approval, during the month of December, Contractor shall provide each Dwelling Unit with maps and schedules during December for the coming year. Contractor shall furnish to the District for its prior approval the initial schedules and maps of all routes to be used in serving the Collection Area. Any changes in routes and/or schedules will also be subject to the prior approval of the District. All such notices by Contractor, including the annual notice and notices of any changes, shall be sent by direct mail from Contractor to the Dwelling Units.

5.2 **Accommodation of Residents with Special Needs.** This provision applies with respect to residents of Dwelling Units who require assistance due to age or disability as confirmed by the written statement of a physician. Notwithstanding any other provision herein to the contrary, Contractor will pick up Containers of such residents even if such Containers are not placed at the curb or roadside (provided that the Containers are reasonably accessible to Contractor). Contractor will manually retrieve such Containers for collection purposes and return the empty Containers to a place designated by the resident (provided that such place is reasonably accessible to Contractor). If a special needs resident who is unable to maneuver a 96-gallon recycle container is able to maneuver a similar but smaller 64-gallon Container, Contractor may satisfy its obligations under this Section by servicing the 64-gallon container.

6. **Public Schools.** Contractor shall collect Recyclable Materials from each public elementary, middle and high school building located in the Collection Area pursuant to the same terms and conditions governing Contractor's obligations with respect to Dwelling Units; provided, however: (a) public school buildings will not be treated as Dwelling Units for purposes of calculating the payments due Contractor (i.e., the school-related services will be provided by Contractor at no additional charge); (b) at each public school building, Contractor shall provide and maintain a sufficient number of recycle dumpster containers not smaller than six (6) yards or larger than ten (10) yards to be used by the schools for outside collection by Contractor's vehicles; and (c) the collection schedule for public school buildings shall be not less frequently than weekly. The number of containers required at each school shall be based on the particular school's weekly volume requirements and may vary from time to time. Contractor shall not be responsible for providing the containers used for collection inside the school buildings.

7. **Public Libraries.** Contractor shall collect Recyclable Materials from each public

library building located in the Collection Area pursuant to the same terms and conditions governing Contractor's obligations with respect to Dwelling Units; provided, however: (a) such public library buildings will not be treated as Dwelling Units for purposes of calculating the payments due Contractor (i.e., the library-related services will be provided by Contractor at no additional charge); and (b) Contractor shall provide and maintain a sufficient number of the 96-gallon recycle containers to be used by the libraries for outside collection by Contractor's vehicles. The number of containers required at each school shall be based on the particular library's volume requirements and may vary from time to time. Contractor shall not be responsible for providing the containers used for collection inside the library buildings.

8. *Apartment Complexes.* Notwithstanding any other provision herein to the contrary, this Section shall apply with respect to apartment complexes consisting of ten (10) or more units if the owner or manager of the apartment complex: (a) requests or consents to the placement and utilization of dumpster containers at the property as described in this Section; and (b) takes such steps as may be reasonably requested by Contractor to ensure that the dumpster containers provided under this Section are used properly. At each such apartment complex, Contractor shall provide and maintain a sufficient number of recycle dumpster containers not smaller than six (6) yards or larger than ten (10) yards to be used by the apartment complex for outside collection by Contractor's vehicles. The number of containers required at each such apartment complex shall be based on the particular apartment complex's volume requirements and may vary from time to time. Contractor shall not be responsible for providing any other containers at such apartment complexes.

9. *Municipalities.* Notwithstanding any other provision herein to the contrary, this Section shall apply with respect to municipalities located in the Collection Area pursuant to the same terms and conditions governing Contractor's obligations with respect to Dwelling Units; provided, however: (a) municipal buildings will not be treated as Dwelling Units for purposes of calculating the payments due Contractor (i.e., the municipal-related services will be provided by Contractor at no additional charge); (b) District shall provide and maintain a sufficient number of the 96-gallon recycle containers to be used by the municipalities for outside collection by Contractor's vehicles. If necessary because of the volume, Contractor shall provide and maintain a sufficient number of recycle dumpster containers not smaller than six (6) yards or larger than ten (10) yards to be used by the Municipalities for outside collection by Contractor's vehicles. The number of containers required at each such location be based on the particular location's volume requirements and may vary from time to time. Contractor shall not be responsible for providing any containers used for collection inside the municipal buildings.

10. *Public Drop Off.* Contractor shall also collect Recyclable Materials at one public drop off area located at the main office of the District or such other site located within Whitley County, Indiana and designated by the District. Contractor shall provide, maintain and utilize for purposes of collecting Recyclable Materials at such public drop off area at least five 6-yard dumpster containers that are clearly marked and designated for recyclable materials as provided in Section 12.

11. *Dwelling Unit Containers.* District has provided each Dwelling Unit, at District's expense, one 96-gallon single stream recycle Container. District will continue to own, and will

remain responsible for, all containers provided to Dwelling Units pursuant to this Contract. If any Container is lost, stolen or damaged, the District shall promptly replace the same at the District's expense unless the loss, damage or destruction is the result of the negligence or willful actions of a resident of the Dwelling Unit, in which event the reasonable cost for replacing the Container shall be paid by the responsible resident and the cost shall be billed by the District to the resident of such Dwelling Unit.

12. *Dumpster Container Specifications.* All dumpster containers that Contractor is required to provide under the terms of this Contract (i.e., for collection at schools, certain apartment complexes, municipalities, and the public drop off location) shall: (a) be clearly marked and designated for recyclable materials; and (b) shall be accompanied by conspicuous signage provided by Contractor at each such location clearly identifying the types of materials that are acceptable as provided in this Contract.

13. *Educating District Residents.* Contractor acknowledges that the District intends to maximize participation in its recycling program and to generate the largest volume of Recyclable Materials possible within the District. The District intends to undertake, at the District's cost, efforts on an ongoing basis to educate residents of the District on the merits of recycling and to encourage community participation in the District's recycling program. From time to time, the District may (but shall not be required) to prepare and distribute information regarding the collection of Recyclable Materials in the Collection Area. From time to time the District may (but shall not be required to) provide Contractor with drafts or proofs of such materials prepared by the District and to require Contractor to inform the District of any objection to the materials within a specified period of time of not less than 7 days. In such event, the failure of Contractor to object within the specified time shall constitute a waiver of any such objection.

In addition, Contractor may prepare and/or distribute to the Dwelling Units written information regarding the collection of Recyclable Materials in the Collection Area, including written information designed to minimize contamination of collection containers with material other than Non-Recyclable Materials; provided, however, that any such written information must be submitted to the District for its prior review and approval.

14. *Non-Recyclable Materials.* Contractor may refuse to collect materials that are not Recyclable Materials; provided, however, that: (i) Contractor must notify the resident of the problem, in writing or by telephone, by the end of the next business day after collection was refused, and describe the materials it does not consider to be Recyclable Materials and must also specify the reasons for the refusal to collect from the resident, and (ii) a copy of each written notice and a written confirmation of any telephone notice must be promptly sent to the District. It is understood that, while some contaminated materials may be collected, Contractor shall be responsible for efforts to minimize contamination to acceptable levels by means of: (a) rejection of non-recyclable materials at the curb/roadside, as provided in this Section; and (b) any public education program that Contractor deems necessary in order to minimize contamination, as provided in Section 12, above. Contractor shall be responsible for the separation and lawful disposal of any non-recyclable materials collected by Contractor, including any additional costs associated with the separation and lawful disposal of such materials.

15. Holidays. Only the following holidays may be observed as non-collection days by Contractor:

- 8.1 New Years Day
- 8.2 Memorial Day
- 8.3 Independence Day
- 8.4 Labor Day
- 8.5 Thanksgiving Day
- 8.6 Christmas Day

Whenever one of the holidays designated above falls on a business day (i.e., Monday thru. Friday) and collection service is not provided as a result of such holiday, collection service shall be resumed on the first business day following such holiday and Contractor shall then collect Recyclable Materials on a "one day later" schedule, including Saturday, until the normal schedule is resumed.

16. Weather Delays.

16.1 **Weather Emergency Defined.** As used herein, the term "Weather Emergency" refers to excessive snow, ice, temperature or other extreme weather condition as a result of which (in the reasonable exercise of Contractor's judgment): (a) the collection routes are impassable or unsafe for Contractor's collection vehicles and/or (b) attempting to pickup Recyclable Materials in accordance with the Contract would pose a safety hazard to Contractor's employees or other persons.

16.2 **General Rule (One Day Delay).** Except as provided in Section 16.3 (below), if Contractor is unable to collect any Recyclable Materials on the regularly-scheduled collection day due to a Weather Emergency, Contractor shall collect such uncollected Recyclable Materials on a "one day later" schedule for the rest of the week, including Saturday, to complete the week's collection work. (This is the same scheduling method that applies when a collection day is missed due to a holiday pursuant to Section 15, above.)

16.3 **Consecutive Weather Emergency Days.** If Contractor is unable to collect Recyclable Materials on the regularly-scheduled collection day for two (2) or more consecutive days due to a Weather Emergency (or, if due to a continuing Weather Emergency, Contractor is unable to collect the Recyclable Materials that were missed on the previous collection day as provided in Section 16.2, above), Contractor shall collect such uncollected Recyclable Materials as follows:

- (a) Starting on the first regular collection day (after a Weather Emergency) that Contractor is able to collect a full-day route, Contractor: (i) shall collect all Recyclable Materials that were missed on the immediately preceding regular collection day (i.e., going back one day); and (ii) will also provide as much of the regularly-scheduled collection service for that day as possible. Contractor will continue collections in this mode for five (5)

work days after the Weather Emergency has ended, taking into consideration DOT regulations on truck driver hours.

(b) Contractor shall use its best efforts to collect any other Recyclable Materials that were not collected due to the Weather Emergency within five (5) days (including Saturdays, but not including Sundays and holidays) from the regularly-scheduled collection day for each Dwelling Unit.

(c) If Contractor, using its best efforts, is unable to collect such Recyclable Materials that were not collected due to a Weather Emergency within such five-day period, then Contractor will collect any such uncollected Recyclable Materials on the next regularly-scheduled collection day for each missed Dwelling Unit and, if the Recyclable Materials at any Dwelling Unit exceed the capacity of the approved containers on that next pickup day, Contractor will collect any additional Recyclable Materials in unapproved containers.

16.4 Communications to Dwelling Unit Residents. The parties agree that Dwelling Unit residents whose regularly-scheduled collection was missed due to a Weather Emergency and who inquire about the collection of their Recyclable Materials shall be advised: (a) to leave their Recyclable Materials out for collection for up to five days (including Saturdays, but not including Sundays or holidays, as provided above); and (b) that any Recyclable Materials not collected within such five-day period will be collected on the next regularly-scheduled collection day for their Dwelling Unit.

17. Complaints; Failure to Perform. Each Dwelling Unit and the District shall be provided with the name, address and telephone number to which complaints may be directed. All complaints received by Contractor directly or by referral from the District shall be responded to and resolved promptly. If a regularly scheduled collection of Recyclable Materials is missed and a complaint is received by the District or Contractor, and collection was not due to the fault of the resident of the Dwelling Unit, the collection must be made within twenty-four (24) hours after the first to occur of the receipt of the complaint by the Contractor directly or in a written notice from the District to the Contractor. If Contractor fails to pick up a missed collection within the applicable 24-hour period, the District (i) with respect to the first incident, shall be entitled to a credit of \$50.00 for each 24-hour period or portion thereof until collection is made, to be applied as a credit against the next payment due from the District to Contractor, and (ii) with respect to the second and all subsequent missed collections, the District shall be entitled to a credit of \$100.00 for each 24-hour period or portion thereof until collection is made, to be applied as a credit against the next payment due from the District to Contractor.

18. Rules for Employees. Contractor shall require each employee and Representative of Contractor to be courteous at all times, to work quietly, and to not use loud or profane language. Each employee shall wear a company uniform clearly labeled with the name of the company and the name of the employee and shirts must be worn at all times. Each employee assigned to drive a vehicle shall at all times carry an appropriate and valid driver's license for the type of vehicle he or she is driving. Contractor shall cause any official, Representative or employee of Contractor who is under the influence of alcohol or drugs or demands pay from the residents of a Dwelling Unit for services rendered, or verbally or physically abuses any resident

of a Dwelling Unit, to be immediately removed from work and prevented from further employment in providing services to the District or any Dwelling Units. The District shall have the right to give Contractor written notice of any employee who violates any of the above requirements or who is wanton, negligent or discourteous in the performance of his or her duties, and Contractor shall promptly investigate the complaint and take prompt and appropriate action. The District shall have the right to withhold fifty percent (50%) of the next monthly payment and subsequent payments due to Contractor until such notice of a violation has been properly addressed by an officer or manager of Contractor, as reasonably determined by the District in good faith.

19. *Equipment and Personnel; Hauling.* Contractor shall provide all necessary and proper equipment and trained and qualified personnel necessary and appropriate to collect, transport, and dispose of all Recyclable Materials in compliance with all requirements in this Contract. Contractor shall also provide all labor, supervisory personnel and other staff assistance as may be necessary to perform all obligations of Contractor under this Contract. In addition, Contractor shall promptly provide additional backup equipment in the event of a breakdown so that all scheduled pickups continue without interruption. All collection vehicles and other equipment shall be kept in good repair and appearance and in sanitary condition at all times. Each collection vehicle shall: (a) be in good and safe condition and repair; (b) be free of leaking mechanical components or fluids; (c) be maintained and painted to present a neat and clean appearance; (d) comply with all Indiana Department of Transportation and other regulatory requirements; (e) have clearly visible on each side the identity and telephone number of Contractor; and (f) shall be clearly marked "RECYCLE" or "RECYCLING". All Recyclable Materials hauled by Contractor shall be contained, tied or enclosed in a manner that prevents leaking, spilling or blowing of Recyclable Materials. In the event of any default with respect to Contractor's obligations under this Section: (i) the District may provide Contractor with a notice specifying the nature of the default; (ii) Contractor shall have 30 days from the receipt of such notice within which to cure the default and provide the District with documentation showing that the default has been cured, which may include repair invoices or photographic evidence. Such documentation shall be accompanied by Contractor's written statement specifying the actions taken by Contractor to cure the default. If Contractor fails to cure the default and provide such documentation and information within such 30-day period, Contractor shall pay to District, as liquidated damages and not as a penalty, the sum of \$1,000.00 for each vehicle subject to a notice of default, plus \$100.00 per day per vehicle thereafter until Contractor complies with the foregoing provisions.

20. *Disposal of Recyclable Materials; Reports.* Contractor shall dispose of all Recyclable Materials directly at a duly licensed facility or facilities that will cause the Recyclable Materials to be recycled (whether by collection, separation, processing or other conversion process) into materials or products for reuse or sale. Contractor shall be responsible for insuring that no Recyclable Materials are deposited in a landfill or incinerated or composted without the express prior written consent of the District, and are in fact recycled as required by the preceding sentence. For each deposit of Recyclable Material in violation of the foregoing sentence, the District shall be entitled, in addition to other rights and remedies available at law or in equity, to a credit of \$1,000.00 for each violation to be applied against the next payment due from the District to Contractor. Contractor shall file with the District monthly reports setting forth (i) the participation

rates by Dwelling Units within the Collection Area, (ii) the total weight of Recyclable Materials collected (with separate entries for the different types of Recyclable Materials collected), (iii) where the Recyclable Materials were deposited, (iv) the percentage received by each location receiving the Recyclable Materials, and (v) such other information as may be reasonably requested by the District. Said reports shall be filed with the District on or before ten (10) business days after the calendar month for which the report is being filed. If a monthly report is not filed within said 10-day period, the District shall be entitled to a credit of \$2,500.00. for such violation, to be applied against the next payment due from the District to Contractor. As used herein, "business days" shall mean Monday through Friday, except for those days recognized as a legal holiday by the State of Indiana.

21. *Compliance with Laws; Licenses and Permits.* Contractor shall conduct its operations and perform its obligations under this Agreement at all times in compliance with applicable federal, state and local laws, ordinances, rules and regulations. Contractor shall obtain, at Contractor's expense, all permits and licenses required to perform all of Contractor's obligations set forth in this Agreement or required by law.

22. *Nondiscrimination.* Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

23. *Indemnity.* Contractor shall indemnify, defend and hold harmless the District and Whitley County, and their respective board members, commissioners, council members, officers, officials, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting, in whole or in part, from Contractor's breach of this Contract and/or from the willful or negligent acts or omissions of Contractor, its officers, contractors, agents, servants and employees. This indemnity shall survive the termination of this Contract. Whitley County and all other indemnitees referred to above shall be third party beneficiaries of this indemnity obligation.

24. *Insurance.* Contractor shall at all times during the term of this Contract maintain in full force and effect employer's liability, workmen's compensation, public liability and property damage insurance, including contractual liability coverage for Contractor's indemnification obligations under this Contract. All insurance shall be issued by insurers acceptable to the District with the policy limits set forth below. Before commencement of work hereunder, Contractor agrees to furnish to the District, and shall continue to do so throughout the term of this Contract, certificates of insurance or other evidence satisfactory to the District that such insurance has been procured and is in force. The certificates shall contain the following statement:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."

For purposes of this Contract, Contractor shall carry the following types of insurance in at least the limits specified below:

Coverages

Limits of Liability

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 combined single limit
Bodily Injury Liability (Except Automobile)	\$5,000,000 combined single limit
Property Damage Liability (Except Automobile)	\$5,000,000 combined single limit
Automobile Bodily Injury Liability	\$5,000,000 combined single limit
Automobile Property Damage Liability	\$5,000,000 combined single limit
Excess Umbrella Liability	\$10,000,000 each occurrence \$10,000,000 aggregate

25. Performance Bond. Throughout the Initial Term of this Contract and any extension terms, Contractor shall furnish a current corporate surety bond as security for the full performance of all of its obligations under this Contract. The initial surety bond and all renewal and/or replacement bonds must be in an amount equal to the number of Dwelling Units used for billing purposes (as adjusted) multiplied by the Per Unit Fee (as adjusted) multiplied by twelve (12). Whenever the number of Dwelling Units and/or the Per Unit Fee is adjusted as provided in this Contract, the amount of the surety bond shall be adjusted accordingly pursuant to an amended, renewal or replacement bond. The premiums for the bonds described above shall be paid by Contractor. A certificate from the surety showing that the bond premiums are paid in full for the term of the bond shall accompany the bond, and both shall be delivered to the District simultaneously with the execution of this Contract. The surety issuing the bond shall be a duly authorized corporate surety company authorized to do business in the State of Indiana and must be reasonably acceptable to the District. Attorneys-in-fact who sign performance bonds must attach to each bond a certified and effectively dated copy of their power of attorney.

26. No Assignment. Contractor shall not be permitted to assign this Contract in whole or in part or to subcontract all or any portion of its responsibilities hereunder without the written consent of the District in each instance, which may be withheld in its sole discretion. Any assignment or subcontract in breach of this Section shall be void. Each request for a consent to an assignment or for a subcontract shall be submitted to the District in writing together with compensation to the District, prior to its review of the request, to offset administrative costs and professional fees to be incurred in considering the request for approval and, if granted, preparing necessary resolutions and documents, in an amount equal to the greater of: (i) \$1,000, or (ii) the actual professional fees and costs incurred or to be incurred by the District. If the District approves any assignment of this Contract pursuant to this Section, its approval shall be conditioned upon the assignee: (i) assuming in writing the obligations of Contractor under this

Contract, provided that _____, an Indiana _____, shall remain obligated to cause all obligations of Contractor to be performed as provided in this Contract, and (ii) providing the performance bond and evidence of insurance as provided in this Contract. The foregoing notwithstanding, the District agrees that Contractor may contract with independent drivers to drive its vehicles provided that (i) Contractor shall be fully responsible for causing all drivers to comply fully with Section 18 and other provisions of this Contract, (ii) purposes of this Contract, any reference to Contractor's "employees" shall refer to such drivers, and (iii) each such driver shall wear Contractor's uniform and drive Contractor's vehicles in compliance with the terms of this Contract.

27. Remedies; Governing Law; Attorneys' Fees. Upon a breach of this Contract by either party, the other party shall have all rights and remedies available under this Contract and/or available at law or inequity, and with respect to the District, it may also proceed to collect on the corporate surety bond referred to in Section 25. All rights and remedies available hereunder, or at law or in equity, shall be deemed cumulative and not exclusive. Either party may proceed in any order to enforce any rights and remedies available to it hereunder or at law or in equity, and by doing so shall not be deemed to have waived any other rights and remedies. No waiver shall be binding unless specifically stated in writing by the party making the waiver. This Contract and the rights of the parties hereto shall be governed by, enforced and construed in accordance with the laws of the State of Indiana, and any legal action commenced to enforce this Contract shall be filed in the Circuit Court or Superior Court in Whitley County, Indiana. If either party hereto finds it necessary to employ legal counsel to bring an action at law or other proceedings against the other party to enforce this Contract, the non-prevailing party agrees to pay the prevailing party all costs, fees and expenses incurred by the prevailing party (including reasonable attorneys' fees and costs) as determined by the court. Any judgment secured by the prevailing party shall include all such costs, fees and expenses. In addition to any other rights and remedies of the District set forth in this Contract or available at law or in equity, the District shall be entitled to terminate this Contract by written notice to Contractor, if Contractor breaches any provision hereof and fails to cure the same within ten (10) days after written notice of such breach from the District (or if additional time is reasonably necessary, if Contractor fails to commence to cure the breach within said 10-day period and to diligently pursue the same to completion thereafter). Upon termination, the District shall be entitled, together with any other damages it may be establish, to recover from Contractor all costs, expenses and fees incurred by the District to select proposers, issue a request for proposals and obtain new bids and any additional costs to be paid per Dwelling Unit (in excess of the amount that would have been, due to Contractor under Section 3.2 to a new contractor selected by the District in its discretion to perform the duties and obligations of Contractor under this Contract from and after the breach by Contractor.

28. Notices. All notices required or permitted under this Contract shall be in writing and shall be deemed received immediately upon personal delivery or by facsimile transmission to the District or Contractor, or twenty-four (24) hours after being sent by registered or certified mail (postage fully repaid) or by a reputable overnight courier (such as Federal Express), addressed to the respective parties at their address (or facsimile transmission number) set forth on the signature page of this Contract, or to such other address or facsimile numbers as either party may, from time to time, specify in the manner provided for herein.

29. Additional covenants. Subject to the limiting provisions of this Contract regarding assignments of this Contract by Contractor, this Contract shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, successors and assigns of the parties hereto. All

exhibits attached hereto shall be deemed a part of this Contract. Each individual signing below represents and warrants that he or she has full authority and legal capacity to bind the entity on whose behalf he or she is signing. No modification of this Contract shall be deemed effective unless in writing and signed by the parties hereto.

30. Contingencies in Favor of District. If for any reason an action is filed by a third party to contest the validity of this Contract or the procedure by which this Contract was awarded, the District shall have the right, in its sole discretion, to elect to terminate this Contract or, with the mutual agreement of Contractor, extend from time to time the commencement date of this Contract until any action so filed has been finally determined and/or dismissed with prejudice with no further rights of appeal, or until any other date or event as may be set forth in a written amendment to this Contract which evidences the mutual agreement to extend the commencement date and termination date hereof. Upon termination by the District pursuant to this Section, neither party shall be liable to the other for any sums due under this Contract or any expenses or obligations incurred by either party pursuant hereto, this Contract shall be null and void and the parties shall have no further liabilities or obligations hereunder.

IN WITNESS WHEREOF, this Contract has been executed as of the date set forth above.

[Name of Contractor]
By its duly authorized officer(s):

Whitley County, Indiana Solid Waste District
By its duly authorized officer(s):

Sign: _____
Print: _____
Office/Capacity: _____

Sign: _____
Print: _____
Office/Capacity: _____

EXHIBIT RFP-2

(RFP Proposal Form)

Re: Request for Proposals
approved and adopted by resolution of the
Whitley County, Indiana Solid Waste Management District
on May 13, 2024

WHITLEY COUNTY, INDIANA SOLID WASTE MANAGEMENT DISTRICT

RFP PROPOSAL FORM

This proposal ("Proposal") is submitted by the proposer identified in Part A, below (the "Proposer"), in response to the Request for Proposals issued by the Whitley County, Indiana Solid Waste Management District by resolution dated May 13, 2024 (the "RFP"), all of the terms of which are herein incorporated except as otherwise expressly provided herein.

Instructions:

1. Each Part must be completed (Part A through Part L). Attach additional pages if necessary. Any responses contained on additional pages should refer to the Part to which the response relates.
2. Parts H-2 and I-2 are for informational purposes only. Any hypothetical changes described in Part H-2 and/or I-2 do not constitute part of this Proposal and are not included for purposes of the proposed Per Unit Fee(s) quoted in Part B.
3. The Proposal must be submitted in nine (9) complete copy packets, each including: (a) a copy of the signed RFP Proposal Form; and (b) all of the information described in the Statement of Qualifications form.
4. Each Proposal must be accompanied by a bid bond or certified check in the amount of not less than 10% of the projected cumulative cost to the District for the proposed services during the first year of the contract, based on the highest proposed Per Unit Fee quoted in Part B.
5. Each Proposal must be accompanied by an Indiana non-collusion affidavit.

Part A:

Provide the following information with respect to the Proposer:

Name of Proposer:

Street Address:

City / State / Zip:

Contact Person:

Telephone:

Email address:

Type of Entity:

- Corporation
- Partnership
- Limited Liability Company (LLC)
- Limited Partnership (LP)
- Limited Liability Partnership (LLP)
- Sole Proprietorship
- Other: _____

State of incorporation
or organization:

Part D:

D-1: Does your proposal include any revenue sharing arrangement pursuant to which the District would receive a portion of the revenue from the sale or disposition of materials collected pursuant to this contract?

[Check one:] Yes (answer Part D-2); No (skip Part D-2)

D -2: If you answered "yes" to Part D-1, clearly describe and define: (i) how and when the revenue sharing payments would be made to the District; and (ii) how the amount of the revenue sharing payments would be calculated.

Part E:

E-1: The District intends that the monthly Per Unit Fee (as adjusted from time to time, if applicable) for each Dwelling Unit as described in Section 3 of the Contract Template (the "Adjusted Per Unit Fee") would cover all of the Contractor's costs in connection with this Proposal and that no elements of the Contractor's costs will be charged to the District other than the Adjusted Per Unit Fee. Does your proposal include any costs that would be charged to the District or payments that would be due from the District other than the Adjusted Per Unit Fee?

[Check one:] Yes (answer Part E-2); No (skip Part E-2)

E-2: If you answered "yes" to Part E-1, clearly describe and define: (i) all additional charges, in whatever form, that would be due from the District other than the Adjusted Per Unit Fee; (ii) how the amount of such additional charges would be calculated; and (iii) when such additional charges would become due and payable.

Part F:

F-1: Does this Proposal contemplate any changes with respect to the types of materials that the Contractor will be required to collect as provided in the Contract Template (i.e., changes to the definition of "Recyclable Materials" in Section 1.4 of the Contract Template)?

[Check one:] Yes (answer Part F-2); No (skip Part F-2)

F-2: Clearly describe all proposed modifications to the definition of "Recyclable Materials" in Section 1.4 of the Contract Template.

Part G:

G-1: Does this Proposal contemplate any other modifications or additions to the provisions of the Contract Template that are not otherwise expressly described in this Proposal?

[Check one:] Yes (answer Part G-2); No (skip Part G-2)

G-2: Clearly describe all proposed modifications or additions to the provisions of the Contract Template that are not otherwise expressly described in this Proposal. Specify any existing text that you propose to delete and state the precise language of any text that you propose to add.

[Note: Any hypothetical changes described in Part H-2 or Part I-2 do not constitute part of this Proposal and are not included for purposes of the proposed Per Unit Fee(s) quoted in Part B.]

Part H:

H-1: Are there any other hypothetical changes that could be made to the Contract Template (i.e., changes that you have not actually proposed) that would substantially reduce the amount of your proposed Per Unit Fee(s) without substantially impairing the District's objective to maximize participation and collect for recycling purposes the maximum amount of recyclable materials in Whitley County that is economically feasible to collect and recycle?

[Check one:] Yes (answer Part H-2); No (skip Part H-2)

H-2: Describe any such possible changes and state the estimated cost savings that would accrue to the District if your proposed Per Unit Fee(s) were re-calculated on the basis of those changes.

Part I:

I-1: Are there any other hypothetical changes that could be made to the Contract Template (i.e., changes that you have not actually proposed) that would likely result in a substantial increase in participation in the District's recycling program and/or in the amount of recyclable materials collected for recycling purposes in Whitley County without substantially increasing the amount of your proposed Per Unit Fee(s)?

[Check one:] Yes (answer Part I-2); No (skip Part I-2)

I-2: Describe any such possible changes and the benefits, in terms of the effectiveness of the District's recycling program, that would likely result from those changes. State the estimated difference in cost to the District if your proposed Per Unit Fee(s) were re-calculated on the basis of those changes.

Part J:

The District intends to select a Contractor that can demonstrate to the District's satisfaction that it has the ability and necessary resources to provide a successful recycling collection program for the District. If the Proposer has limited experience or limited financial resources, the District may consider, in its evaluation of the Proposal, the experience and/or financial resources of a third party or parties, such as the Proposer's owner(s) and/or parent company, provided that: (I) the third party agrees to guaranty the obligations of the Proposer in connection with this Proposal and the contract; (ii) the third party executes PartJ-3, below, as Guarantor; and (iii) a separate Statement of Qualifications for the third-party guarantor, with all requested attachments, is submitted with this Proposal along with the Statement of Qualifications of the Proposer..

J-1: Does this Proposal contemplate that the obligations of the Proposer under this Proposal and the contract will be guaranteed by a third party?

[Check one:] Yes (complete Part J-2 and sign Part J-3); No (skip Part J-2 and Part J-3)

J-2: If you answered "yes" to Part J-1, complete the following information with respect to each proposed third-party Guarantor:

Name of Guarantor: _____
Street Address: _____
City / State / Zip: _____
Contact Person: _____
Telephone: _____
Email address: _____

Type of Entity: Corporation
 Partnership
 Limited Liability Company (LLC)
 Limited Partnership (LP)
 Limited Liability Partnership (LLP)
 Sole Proprietorship
 Other: _____

State of incorporation or organization: _____

J-3: The undersigned Guarantor will guaranty, absolutely and unconditionally, the obligations of the Proposer under this Proposal. The individual(s) signing below on behalf of the Guarantor warrant(s) and represent(s), and affirm(s) under the penalty of perjury, that the undersigned individuals is/are fully authorized and empowered to execute this Proposal on behalf of the Guarantor as the binding agreement of the Guarantor and that all necessary corporate or company action, if any, has been duly taken in order to approve and authorize the execution of this Proposal on behalf of the Guarantor.

Signed this _____ day of _____, 2024.

(Name of Guarantor)

By its duly authorized officer(s), agent(s), and/or representative(s):

Sign: _____

Print: _____

Title/Capacity: _____

Sign: _____

Print: _____

Title/Capacity: _____

Part K:

The undersigned Proposer hereby represents that the Proposer: (a) has carefully read the RFP, including all exhibits attached thereto and all notices given in connection therewith; (b) has investigated the areas and sites where the services are to be performed; (c) has familiarized itself with the requirements of all applicable federal, state and local laws, ordinances, rules and regulations in connection with the Proposal; (d) has completed all investigations and due diligence, to the Proposer's satisfaction, regarding all conditions that may affect the Proposer's ability to perform its obligations under the Proposal and the cost thereof; (e) has made all such other independent due diligence investigations deemed necessary or appropriate by the Proposer; and (f) is able, financially and otherwise, to perform the obligations of Proposer under the terms of the Proposal.

In accordance with the terms of the RFP, this Proposal constitutes a firm offer to enter into a legally binding contract pursuant to the terms and conditions set forth in the Contract Template as modified by: (a) each RFP Modification Document, if any, sent pursuant to Section 8 of the RFP; and/or (b) other proposed changes, if any, that are explicitly and clearly identified and described in this Proposal. This offer shall be irrevocable for a period of 60 days following the Proposal Submission Deadline as set forth in the RFP; provided, however, if this Proposal is accepted, as submitted, more than 30 days after the Proposal Submission Deadline, either the Proposer or the District shall have the right to extend the commencement date of the contract by one day after January 1, 2025 for every day that elapses after such 30-day period until the date of such acceptance. Any counter proposal made by the District during such 60-day period shall not constitute a rejection of this offer and shall not affect the District's ability or right thereafter to accept this Proposal, as submitted, at any time during such 60-day period.

The individual(s) signing this Proposal on behalf of the Proposer warrant(s) and represent(s), and affirm(s) under the penalty of perjury, that the undersigned individuals is/are fully authorized and empowered to execute this Proposal on behalf of the Proposer as the binding offer of the Proposer and that all necessary corporate or company action, if any, has been duly taken in order to approve and authorize the execution of this Proposal on behalf of the Proposer.

Signed this _____ day of _____, 2024.

(Name of Proposer)

By its duly authorized officer(s), agent(s), and/or representative(s):

Sign: _____

Print: _____

Title/Capacity: _____

Sign: _____

Print: _____

Title/Capacity: _____

EXHIBIT RFP-3

(Instructions for RFP Statement of Qualifications)

Re: Request for Proposals
approved and adopted by resolution of the
Whitley County, Indiana Solid Waste Management District
on May 13, 2024

**WHITLEY COUNTY, INDIANA SOLID WASTE MANAGEMENT DISTRICT
INSTRUCTIONS FOR RFP STATEMENT OF QUALIFICATIONS**

Prepare and submit a Statement of Qualifications for the Proposer. If there are any proposed Guarantors, prepare and submit a Statement of Qualifications for each Guarantor (substituting the "Guarantor" for the "Proposer" for purposes of the instructions, below). **Each Statement of Qualifications must be signed and certified as true and complete and should include all of the following:**

1. Describe all relevant past experience of the Proposer in connection with the collection, processing and marketing of recycled materials, including any such experience in connection with a curbside/roadside collection program.
2. Submit a copy of the Proposer's audited annual financial statements (or certified financial statements, if audited statements are not available) for the Proposer's most recent full accounting year, prepared by an outside certified public accounting firm.
3. Submit a copy of the Proposer's most recent quarterly financial statements, certified by an outside certified public accounting firm.
4. If the Proposer is a corporation, limited liability company or other entity organized under the laws of any State, provide evidence that: (a) the Proposer is in good standing under the laws of the State of incorporation or organization and (b) is authorized to conduct business in the State of Indiana (or a sworn statement that it will take all necessary action to become so authorized if the Proposal is accepted and a contract is entered into between the District and the Proposer).
5. State whether or not the Proposer has, within the past five years, received any written notice or complaint alleging: (a) any violation of any laws or regulations by the Proposer; and/or (b) any breach of any contract by the Proposer. Provide copies of all such written notices and complaints and a detailed explanation for each.
6. Describe the vehicles (including the number of vehicles) and other equipment that will be used in performing the obligations of the Contractor under the prospective contract.
7. Describe the personnel that will be used in performing the obligations of the Contractor under the prospective contract, including number of drivers, number of facility employees, etc.
8. Describe each materials processing facility that you will use in connection with the sorting, preparing, processing and/or marketing of materials collected, including: (a) the location (street address) of each facility; (b) whether or not the facility will be operated by a third party pursuant to a separate contract and, if so, the identity of such third party and a summary of such contract; (c) a summary of the facility's operations and performance data in terms of the quantities of materials delivered to the facility and the marketable materials and reject residue outputs from the facility. If a new facility is to be provided, the Proposer shall provide: (i) a schedule for the availability of the facility to demonstrate its availability by the contract commencement date; and (ii) a summary of the operating experience for facilities that it owns or operates which are similar to the proposed new facility.
9. Provide three references, preferably from communities in which the Proposer is collecting recyclables, including a contact name, address and telephone number, size of community, number of households served, types of recyclable materials being collected, and manner of collection.
10. Provide any other information or evidence that the Proposer believes will help to demonstrate the Proposer's ability to meet all of the obligations of the Contractor under the prospective contract over the entire term of the prospective contract.

PUBLIC NOTICE

REQUEST FOR PROPOSALS FOR RECYCLING PROGRAM OF THE WHITLEY COUNTY, INDIANA SOLID WASTE DISTRICT

On May 13, 2024, the Whitley County, Indiana Solid Waste District ("District") approved and adopted by resolution a Request for Proposals for a contract for collection of recyclable materials, including the templates for Contract for Collection of Recyclable Materials, RFP Response Form and Statement of Qualifications that are attached as exhibits to the Request for Proposals (collectively, the "RFP"). The RFP seeks proposals for a contract to provide services, equipment, labor, materials and management personnel necessary for curbside or roadside collecting, transporting, disposing and/or processing of recyclable materials from each residence in the District and other designated collection points. The RFP may be viewed by the general public between the hours of 8:30 A.M. and 4:00 P.M., Monday through Friday (except legal holidays), at the office of the Director of the Whitley County Solid Waste District, 701 South Line Street, Columbia City, Indiana. Prospective proposers may request that a copy of the RFP be mailed or otherwise delivered to them. A Pre-Proposal Conference will be held at the office of the District at 3:00 p.m. on June 10, 2024 at which representatives of the District will be available to answer questions regarding the RFP. The submission of proposals must conform to the form and requirements specified in the RFP and must be delivered to and received on or before 3:00 o'clock p.m. on June 28, 2024 by Tara Meyers, Director, Whitley County Solid Waste District, 701 South Line Street, Columbia City, Indiana