

**Johnson County Solid Waste Management District Board**  
**Request for Proposals**  
**May 11, 2018**

SECTION 1  
INTRODUCTION

The purpose of this Request for Proposal (RFP) is to receive competitive proposals to provide the required services described in these specifications. The original of the plans and specifications is available for review at the office of the District Director, 900 Arvin Road, Suite A, Franklin, Indiana 46131.

Johnson County, Indiana and the Johnson County Solid Waste Management District are not liable for any costs incurred by the respondents in preparing and submitting the proposal. The RFP does not constitute a contract for services performed or to be performed.

The District is seeking proposals from qualified professional service entities to assist in the development of the herein described project in conformance with the given parameters.

The proposal shall be on company stationery, signed by an authorized officer of the proposing firm, and with the RFP submitted in a sealed envelope to:

Jessie Biggerman, Director  
Johnson County Solid Waste Management District  
900 Arvin Road, Suite, A  
Franklin, IN 46131  
(317) 738-2546

Proposals must be received at the above address no later than 9:30 a.m., Wednesday, June 20, 2018, to be considered. Proposals received after the scheduled receipt time will not be accepted. Proposals will be marked “LATE” and may be returned.

All proposals submitted become the property of the District and will not be returned. Faxed or electronically transmitted proposals will not be considered.

The District reserves the right to accept any proposal, to reject any or all proposals, to waive irregularities and/or informalities in any proposal, and to make the award in any manner deemed in the best interest of the District.

SECTION 2  
GENERAL REQUIREMENTS

Proposals for a contract are being sought to assure the efficient and healthful operation of recyclables collection service, including the collection and distribution of Recyclable Materials to appropriate recycling markets to achieve the goals of I.C.13-19-1-2 to reduce the amount of solid waste being incinerated or deposited in landfills by citizens of Johnson County by fifty percent (50%).

The contract, if awarded, will be awarded to the most responsible and responsive bidder and proposal in the opinion of the District.

The “Specifications for Recycle Spot, Recycling Services” set the minimum level of service, which is acceptable to the District in the contract to be let pursuant to this Request for Proposals.

Bidders are invited to make alternative proposals, which, although they vary from the “Specification for Recycle Spot, Recycling Services”, meet the object of the specifications in different or creative ways.

Alternative proposals may be attached as addendum but must be clearly labeled “ALTERNATIVE PROPOSAL”.

A. Proposal Requirements: Each proposal shall contain supporting information regarding the qualifications of the bidder sufficient to allow the District to determine whether the bidder has the capability to perform the contract and to determine if the bidder is a responsible and responsive bidder.

1. The proposal shall be signed by an official of the bidder with authority to contract on behalf of the bidder.
2. The District shall have the right to reject any and all proposals, including any which are incomplete, do not have the proper security or which do not include the required documents. The District reserves the right to waive minor defects, irregularities and informalities in any proposal.
3. Anyone having any doubts regarding the meaning of any part of the specifications or any other part of the proposed contract documents, or who finds any omissions or discrepancies in the contract documents, should at once notify the District by contacting Lynn Gray, Johnson County Solid Waste Management District Attorney, 63 East Court Street, Franklin, Indiana 46131; telephone 317-738-3365, and request an interpretation thereof.
4. All bidders shall be required to demonstrate that they have adequate financial resources, expertise and experienced personnel necessary to perform the service required under this contract.
5. All bidders are required to fill out an Indiana Legal Employment Declaration verifying that their employees are legally eligible to work in the United States.

No contract will be awarded to any bidder who, as determined by the District, has performed or is performing similar services in an unsatisfactory manner with respect to environmental compliance and stewardship or any other material requirement of this specification or has inadequate experience, or who lacks the necessary capital, personnel, organization, and equipment to perform the services required in strict accordance with the specifications.

6. The bidder shall submit an affidavit that the bidder has not entered into a combination or Agreement:
  - (i.) Relative to the price to be bid by a person;
  - (ii.) To prevent a person from bidding; or
  - (iii.) To induce a person to refrain from bidding; and
  - (iv.) That the bidder’s bid is made without reference to any other bid.

**B. SPECIFICATIONS FOR RECYCLE SPOT RECYCLING SERVICES/SCOPE OF SERVICE** (Hereinafter referred to as “SERVICE”) shall include the following:

1. CONTRACTOR shall provide an appropriate vehicle (herein after referred to as “RECYCLING VEHICLE”:) and driver and/or attendant at the times and locations specified herein, to collect the following recyclables delivered by the citizens of Johnson County:
  - (a) #1-5 & #7 plastics
  - (b) Steel food cans

- (c) Beverage cans
- (d) Glass bottles and jars of the following colors:
  - (1) Clear
  - (2) Brown
  - (3) Green
  - (4) Blue
- (e) Newsprint
- (f) Catalogs
- (g) Magazines
- (h) Phone Books
- (i) Junk Mail
- (j) Cardboard
- (k) Chipboard/Paperboard

(Hereinafter referred to as “RECYCLABLES”).

2. CONTRACTOR shall collect the RECYCLABLES at the following locations (hereinafter collectively referred to as “LOCATIONS”) subject to the provisions set forth on page 6 of this request that the DISTRICT may award the contract to a single bidder or to several bidders based on the lowest, most responsive and responsible proposals on a site-by-site basis or the DISTRICT may determine not to let a contract if none of the submitted bids are acceptable.
  - (a) At **Johnson County Solid Waste District**, 900 Arvin Road, Franklin, IN, with the recycling bins located at the west end of the parking behind the district office. (hereinafter referred to as the “**FRANKLIN LOCATION**”).
  - (b) At **Prince’s Lakes Town Hall**, 14 East Lakeview Dr., Nineveh, Indiana, with recycle bins located behind the Princess Lakes Town hall. (hereinafter referred to as “**PRINCE’S LAKES LOCATION**”).
  - (c) At **Mt. Pleasant Christian Fellowship**, 2425 S. Emerson Avenue, Greenwood, Indiana, with the bins located in the southeast corner of the parking lot (hereinafter referred to as the “**GREENWOOD LOCATION**”).
  - (d) **Downtown Bargersville**, 14 W. Old South Street, Bargersville, Indiana, (hereinafter referred to as the “**BARGERSVILLE LOCATION**”). **PAPER/CARDBOARD ONLY**
  - (e) At **Emmanuel Church of Greenwood**, 1640 W. Stones Crossing Road, Greenwood, Indiana, with the recycling bins located in the northeast corner of the parking lot (hereinafter referred to as the “**WHITE RIVER TOWNSHIP LOCATION**”).
  - (f) At **Edinburgh Transfer Station**, off River Road, Edinburgh, Indiana (hereinafter referred to as the “**EDINBURGH LOCATION**”).

The exact site of each LOCATION is subject to change at the DISTRICT’S discretion

3. The CONTRACTOR shall return the LOCATIONS to their original condition prior to leaving the LOCATIONS. This includes collecting recyclables that may be left next to bins due to container overflow.
4. The CONTRACTOR shall deliver the RECYCLABLES to a recycling market as approved by the DISTRICT and not to a final disposal location.
5. Consideration will be given to CONTRACTOR(S) who are able to provide rebates to the DISTRICT based upon volume metric weight.
6. The CONTRACTOR shall provide the DISTRICT monthly reports detailing the tonnage of RECYCLABLES received at the LOCATIONS described above, with said reports to be delivered to the DISTRICT by the 15<sup>th</sup> day following each month.

7. The CONTRACTOR shall provide adequate numbers of recycling containers, as determined by the District (hereinafter referred to as "CONTAINERS") based on site usage and collection schedules for RECYCLABLES listed in Section B.1. RECYCLABLES listed in Section B.1.a-d (glass, metals, plastics) and Section B.1 e-k. (paper products) if collected separately. The CONTAINERS shall have permanently attached covers; no open tops or tarped roll-offs. The CONTAINERS shall be maintained, repaired, and repainted as needed. The doors on the CONTAINERS should open safely and easily. The CONTRACTOR is responsible to make sure all doors are unlocked before leaving the LOCATION. The bottom of the door opening should not be so high as to limit accessibility to handicapped, elderly and those of shorter stature. Each CONTAINER should be clearly marked and labeled to indicate which RECYCLABLES should be placed in the CONTAINER.
8. LOCATION(S) will be serviced on a set schedule. However, starting schedules may be changed upon the request of the DISTRICT to improve service efficiency and/or to maintain the CONTAINERS in proper order. In addition to the set schedule, CONTRACTOR will also provide "as-needed" pickup. This "as-needed" service will be completed within twenty-four (24) hours of the request for service from the DISTRICT. The parties agree that there is no maximum number of pulls under the terms of this AGREEMENT. The DISTRICT also reserves the right to change the number of days a LOCATION is operated and request that day be added onto the schedule at a different LOCATION.
9. When CONTAINERS are pulled, they shall not be bobtailed. A properly labeled CONTAINER must be provided during the time a CONTAINER is off-site to be emptied.

**Bid on as many of the following sites and options as you wish. The District may award the Contract to a single bidder or to several bidders based on the lowest, most responsive, and responsible proposals on a site-by-site basis or the District may determine not to let a contract if none of the submitted bids are acceptable.**

***Contractor’s Bid to Provide Recycling Spot, Recycling Service***

| <b>SITES</b>                          | <b>RECYCLING SCHEDULE</b>   | <b>Monthly Fee</b> | <b>Cost per additional pull</b> |
|---------------------------------------|---|--------------------|---------------------------------|
| <b>Franklin Option #1</b>             | <b>Permanent site-</b> single stream container(s) present 24 hrs/day, 7 days/wk. <i>Bins pulled Mon., Wed &amp; Fri.</i>  |                    |                                 |
| <b>Franklin Option #2</b>             | <b>Permanent site</b> – Paper/Cardboard Only– <i>Bins Pulled as needed, no less than 2x’s a week</i> ; Rebates, if offered, to be given based on volume metric weight                           | N/A                | N/A                             |
| <b>Bargersville</b>                   | <b>Permanent site</b> – Paper/Cardboard Only – <i>Bins Pulled as needed</i> ; Rebates, if offered, to be given based on volume metric weight  | N/A                | N/A                             |
| <b>Greenwood Option #1</b>            | <b>Permanent site-</b> single stream container(s) present 24 hrs/day, 7 days/wk. <i>Bins pulled Mon. &amp; Fri.</i>   |                    |                                 |
| <b>Greenwood Option #2</b>            | <b>Permanent site</b> – Paper/Cardboard Only – <i>Bins Pulled as needed, no less than 2x’s a week</i> ; Rebates, if offered, to be given based on volume metric weight                          | N/A                | N/A                             |
| <b>White River Township Option #1</b> | <b>Permanent site</b> – <b>(2)</b> single stream container(s) present 24 hrs/day, 7 days/wk. <b>(2)</b> <i>Bins pulled Mon., Tues .and Fri. Single fullest bin pulled Weds., Thurs. and Sat</i> |                    |                                 |
| <b>White River Township Option #2</b> | <b>Permanent site</b> – Paper/Cardboard Only – <i>Bins Pulled no less than 5 days a week</i> ; Rebates, if offered, to be given based on volume metric weight                                   | N/A                | N/A                             |
| <b>Princess Lakes Option #1</b>       | <b>Permanent site-</b> single stream container(s) present 24 hrs/day, 7 days/wk. <i>Bins pulled Mon., &amp; Fri.</i>  |                    |                                 |
| <b>Princess Lakes Option #2</b>       | <b>Permanent site</b> – Paper/Cardboard Only – <i>Bins Pulled as needed, no less than 1 day a week</i> ; Rebates, if offered, to be given based on volume metric weight                         | N/A                | N/A                             |
| <b>Edinburgh Option #1</b>            | <b>Permanent site-</b> single stream container(s) present 24 hrs/day, 7 days/wk. <i>Bins pulled Mon., &amp; Fri.</i>  |                    |                                 |
| <b>Edinburgh Option #2</b>            | <b>Permanent site</b> – Paper/Cardboard Only – <i>Bins Pulled as needed</i> ; Rebates, if offered, to be given based on volume metric weight  | N/A                | N/A                             |

### SECTION THREE

#### TERM

CONTRACTOR will bid on a two-year term commencing 08/01/18 to 7/31/20. DISTRICT shall have the option to renew upon the same terms and conditions for one additional year at the DISTRICT'S sole discretion. The time for performance of said SERVICE shall be considered to be of the essence of this AGREEMENT.

### SECTION FOUR

#### PAYMENTS

Payments of amounts due CONTRACTOR shall be made in monthly installments with the first payment due on the 15<sup>th</sup> day of September, 2018 and on the 15<sup>th</sup> day of each month thereafter until paid in full, upon CONTRACTOR'S furnishing to the DISTRICT an itemized invoice and satisfactory evidence that all payrolls, material bills and other costs incurred by CONTRACTOR in connection with the SERVICE under this AGREEMENT have been paid in full.

### SECTION FIVE

#### LIABILITY FOR DAMAGES

DISTRICT, its officers, agents, or employees shall not in any manner be answerable or responsible for any loss or damage caused by the SERVICE performed; to any materials, vehicles, equipment or other property that may be employed or placed on or about the LOCATIONS during the performance of the SERVICE; for any injury done to person or property or damages or compensation required to be paid under any present or future law; or for any damage to any property occurring during or resulting from the SERVICE. DISTRICT assumes no responsibility for collecting indemnities or damages from any person or persons causing injury as a result of the SERVICE performed by the CONTRACTOR.

CONTRACTOR shall have complete responsibility for the SERVICE and shall bear all losses resulting to the CONTRACTOR on account of the amount or character of the SERVICE, or because the nature of the information in or on which the SERVICE is done is different from what was assumed or expected, or because of any other causes whatsoever.

CONTRACTOR shall protect all property in, on, or adjacent to the LOCATIONS during the performance of said SERVICE, from damage caused by the nature of the SERVICE, the action of the elements, acts of others or any other causes whatsoever. Should any damage occur by reason of any of the foregoing, CONTRACTOR shall repair it at the CONTRACTOR'S own expense.

At CONTRACTOR'S expense, CONTRACTOR shall take all necessary precautions for the safety of, and the prevention of injury, loss and damage or death to, persons and property on, about or adjacent to LOCATIONS where the SERVICE is being performed and shall comply with all applicable provisions of safety laws, rules, ordinance, regulations and orders of duly constituted public authorities.

CONTRACTOR shall be knowledgeable and fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the SERVICE or performance under this AGREEMENT, and shall at all times observe and comply with such laws, regulations or ordinances, and shall indemnify the DISTRICT, its officers, agents and employees against any claim or liability, including attorney's fees, arising from or based on the violation of any such laws, regulations, or ordinances.

CONTRACTOR assumes all risk of loss, damage or destruction as to the performance of said SERVICE, all of its materials, tolls, vehicles and property of every description, and of injury to or deaths of CONTRACTOR or its employees or agents arising out of or in connection with

the performance of this AGREEMENT, including that which occurs due to the acts or failure to act of any other third party, other than that which is solely caused by the DISTRICT.

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the DISTRICT, and any employees of it from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the SERVICE, provided that such claim, damage, loss or expense is caused in whole or part by the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnities which would otherwise exist as to a party or person described in this paragraph. The CONTRACTOR'S indemnity obligations shall survive the completion, cancellation or early termination of the AGREEMENT.

SECTION SIX  
INSPECTION

The DISTRICT may appoint and employ such persons, as it deems necessary to act as inspectors or agents for the purpose of inspecting, in the interest of the DISTRICT, the SERVICE performed under this AGREEMENT.

CONTRACTOR shall provide all facilities and assistance required or requested to carry out the inspection by such inspectors or agents.

Inspection by these authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibilities or obligations of the CONTRACTOR, or to constitute CONTRACTOR an agent of the DISTRICT.

If the CONTRACTOR fails to arrive at a LOCATION to provide SERVICE in accordance with this AGREEMENT, the CONTRACTOR shall not be paid for the missed service and the sum of \$1,000 per occurrence shall be deducted from the contract payments.

If the CONTRACTOR arrives at a site more than ½ hour late, leaves the site at any time during scheduled hours or leaves more than ½ hour early, the CONTRACTOR shall not be paid for providing that day's service and the sum of \$250 per occurrence shall be deducted from the contract payments.

If the CONTRACTOR fails to correct the SERVICE which is not in accordance with the requirements of this AGREEMENT, or fails to carry out the SERVICE in accordance with this AGREEMENT, the DISTRICT, by a written order, may order the CONTRACTOR to stop the SERVICE, or any portion thereof, until the cause of such order has been eliminated; however, the right of the DISTRICT to stop the SERVICE shall not give rise to a duty on the part of the DISTRICT to exercise this right for the benefit of the CONTRACTOR or any other person or entity. Failure to exercise this right is not a waiver of any right by the DISTRICT or a release of the CONTRACTOR from any duty or warranty.

If the CONTRACTOR defaults or neglects to carry out the SERVICE in accordance with this AGREEMENT and fails within a seven (7) day period after receipt of written notice from the DISTRICT to commence and continue correction of such default or neglect with diligence and promptness, the DISTRICT may, after such seven (7) day period, give the CONTRACTOR a second written notice to correct such deficiencies within a second seven (7) day period. If the CONTRACTOR within such second seven (7) day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the DISTRICT may, without prejudice to other remedies, correct such deficiencies. In such case, the DISTRICT may deduct from the payments then or thereafter due the CONTRACTOR the cost of correcting such deficiencies, including compensation for the DISTRICT'S additional services made necessary by such default,

neglect, or failure including attorney fees and costs. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the DISTRICT. DISTRICT reserves all remedies available to it, whether at law or in equity, in enforcing CONTRACTOR'S obligations under this AGREEMENT.

SECTION SEVEN  
ROYALTIES, PATENTS, AND LICENSES

The CONTRACTOR agrees to pay for all royalties, patents and licenses necessary for performance of the SERVICE under this AGREEMENT, including those applying to processes, and further agrees to defend all suits or claims for infringement of any patent rights, and to save the DISTRICT and its officers, employees and agents harmless from loss or expenses on account thereof.

SECTION EIGHT  
CERTIFICATES AND PERMITS

CONTRACTOR shall secure at CONTRACTOR'S own expense all necessary certificates and permits from municipal or other public authorities required in connection with the SERVICE contemplated by this AGREEMENT or any part hereof, and shall give all notices required by law, ordinance or regulation. CONTRACTOR shall pay all fees and charges, including reasonable attorney fees, incidental to the due and lawful prosecution of the SERVICE contemplated by this AGREEMENT, and any extra work performed by the CONTRACTOR.

SECTION NINE  
INSURANCE

CONTRACTOR shall not commence the SERVICE under this AGREEMENT until it has obtained all certificates of insurance required under this AGREEMENT, and the DISTRICT has approved said insurance. Likewise, CONTRACTOR shall not allow any approved subcontractor to commence the SERVICE on a subcontract until all similar insurance required of subcontractor has been obtained and approved. Should any coverage approach expiration during the contract period, it shall be renewed prior to its expiration date and certificates again filed with DISTRICT. Failure to renew and file new certificates with the DISTRICT shall be just cause to withhold any payment until these requirements are met.

Said insurance certificates are to contain the following statement:

"It is hereby agreed that the DISTRICT will be notified thirty (30) days prior to cancellation of, expiration of, material alteration of and/or the election not to renew any insurance policy, which coverage is evidenced by this certificate."

All insurance shall be maintained in full force and effect until the AGREEMENT has been fully completed and performed.

The types and amounts of insurance provided for by the CONTRACTOR shall be as follows:

1. Worker's Compensation and Occupational Disease Insurance. The CONTRACTOR shall provide Worker's Compensation and Occupational Disease Insurance as required by law, including Employer's Liability. Such policy shall specifically include coverage for the State of Indiana. The liability limit shall be One Hundred Thousand Dollars (\$100,000.00).
2. Public Liability. The CONTRACTOR shall maintain a Comprehensive Liability form of Insurance with personal injury of not less than One Million Dollars (\$1,000,000.00) for any one person in any one occurrence, and Two Million Dollars



(\$2,000,000.00) for two or more persons in any one occurrence with property damage liability limits of One Million Dollars (\$1,000,000.00).

The policy shall include DISTRICT'S and CONTRACTOR'S Protective Liability on a "blanket" basis to cover the operations of any subcontractors. The policy shall specifically include coverage for "hold harmless" clause (Contractual Liability) contained elsewhere in the AGREEMENT and this shall appear on the certificate.

The DISTRICT'S and CONTRACTOR'S Protective Liability policy shall be written with a limit of One Million Dollars (\$1,000,000.00). The DISTRICT shall be listed as an additional insured.

3. Vehicle Liability. The CONTRACTOR shall maintain a comprehensive vehicle form of insurance with personal injury limits of not less than One Million Dollars (\$1,000,000.00) for any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for two or more persons in any one occurrence. Property damage liability insurance shall be maintained with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence. This coverage may be provided either as a separate policy or as part of the comprehensive general liability form of policy described previously. The vehicle insurance must include coverage for all owned vehicles. Any other vehicles used must carry an equal amount of coverage as the owned vehicles at the CONTRACTOR'S expense.

#### SECTION TEN SUBCONTRACTORS

CONTRACTOR shall not sublet any part of the SERVICE under this AGREEMENT nor assign the CONTRACTOR'S interest under this AGREEMENT nor any monies due the CONTRACTOR hereunder without first obtaining the written consent of the DISTRICT. This AGREEMENT shall inure to the benefit of and shall be binding on the parties and their successor and permitted assigns.

Any proposed agreement between the CONTRACTOR and a subcontractor (and where appropriate between subcontractors and sub-subcontractors) shall include provisions that:

1. Preserve and protect the rights of the DISTRICT herein;
2. Require that such SERVICE be performed in accordance with the requirements of this AGREEMENT.
3. Require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the SERVICE be submitted to the CONTRACTOR in sufficient time so that the CONTRACTOR may comply in the manner provided in this AGREEMENT for like claims by the CONTRACTOR upon the DISTRICT;
4. Obligate each subcontractor specifically to consent to the provisions of this paragraph; and
5. Obligate the subcontractor to waive all rights against the DISTRICT and against those for whom the DISTRICT is legally liable for losses covered by insurance provided by the subcontractor to the extent the upper limits of such insurance are adequate to cover such damages.

The CONTRACTOR shall pay each subcontractor the amount to which the subcontractor is entitled. In the event it appears to the DISTRICT that labor, material and other invoices incurred in the performance of CONTRACTOR'S SERVICE are not being currently paid, the DISTRICT may take such action, as it deems necessary to insure that the money paid with any payment will be utilized to pay such invoices.

SECTION ELEVEN  
TERMINATION

In the event of any default by the CONTRACTOR, the DISTRICT shall have the right to terminate the AGREEMENT after giving the CONTRACTOR seven (7) calendar days written notice of such termination. It shall be considered a default by the CONTRACTOR if the CONTRACTOR shall:

1. Fail to cure any breach of its obligations under the AGREEMENT within seven (7) days after notice from the DISTRICT stating generally the nature of such breach.
2. Fail to provide qualified and competent supervisors, workers, subcontractors, or proper materials, or fail to make prompt payment therefore.

The CONTRACTOR shall be terminated, unless the DISTRICT subsequently otherwise agrees, upon the appointment of a receiver for the CONTRACTOR by reason of the CONTRACTOR'S insolvency or upon the CONTRACTOR'S making an assignment for the benefit of creditors or if the CONTRACTOR is adjudged bankrupt. If the CONTRACTOR files a petition under the bankruptcy code, the AGREEMENT shall terminate if the CONTRACTOR or Trustee rejects the AGREEMENT or, when not performing in accordance with the approved schedule, the CONTRACTOR is unable to give adequate assurance of completing the AGREEMENT in accordance with the schedule. If the CONTRACTOR is not performing in accordance with the AGREEMENT at the time of filing such petition, or at any subsequent time, the DISTRICT may while awaiting the CONTRACTOR or the Trustee to reject the AGREEMENT or to accept and provide adequate assurance of the CONTRACTOR'S ability to perform, avail itself of all remedies as are reasonably necessary to maintain the schedule. The DISTRICT may offset all costs incurred by it in the pursuance of any of the remedies provided in the preceding sentence together with the DISTRICT'S reasonable overhead and direct job expenses incurred in pursuing such remedy or remedies including, without limitation, its attorney's fees.

The DISTRICT shall have the right to terminate the AGREEMENT upon thirty (30) days written notice to the CONTRACTOR.

If the AGREEMENT is terminated under this paragraph, the DISTRICT may finish the SERVICE by whatever methods the DISTRICT may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any future payment until the SERVICE is finished. If the unpaid balance of the contract price exceeds the expense of finishing the SERVICE, including compensation for additional material and administrative services and attorney fees and costs, such excess shall be paid to CONTRACTOR. If such expenses exceed the unpaid balance, CONTRACTOR shall pay the difference to the DISTRICT.

Furthermore, the DISTRICT may at its option terminate this contract in the event that any of the locations provided for the SERVICE no longer become available.

SECTION TWELVE  
DUTIES OF DISTRICT

The DISTRICT agrees to:

1. Provide access to and make reasonable provisions for the CONTRACTOR to enter upon the LOCATIONS as required for the CONTRACTOR to perform such SERVICE.
2. Appoint a representative for the DISTRICT with respect to the SERVICE to be performed under this AGREEMENT; and such representative shall have authority to transmit instructions, receive information, and interpret and define the policy of the DISTRICT to the appointed representative of the CONTRACTOR. The

CONTRACTOR shall be entitled to rely on all representations made by the representative unless otherwise directed in writing by the DISTRICT.

3. Sign and file all necessary approvals from regulatory agencies.
4. Upon notice, promptly inform the CONTRACTOR of any changes or defects in the SERVICE.

SECTION THIRTEEN  
APPROPRIATION

DISTRICT shall have the right to terminate this AGREEMENT at its sole discretion if at any time the funds are not appropriated or otherwise available to support continuation of the Johnson County Solid Waste Management Recycle Spot Drop-off Program.

A determination by the DISTRICT that funds are not appropriated or otherwise available to support continuation of the program shall be final and conclusive.

SECTION FOURTEEN  
OWNERSHIP OF DOCUMENTS

All reports and other work products of the CONTRACTOR for the SERVICE shall be the property of the DISTRICT. The DISTRICT shall have the right to reuse any of the reports on extensions of this project or any other project.

SECTION FIFTEEN  
ANTIDISCRIMINATION PROVISIONS

The CONTRACTOR agrees:

1. That in the hiring of employees for the performance of SERVICE under this AGREEMENT or any subcontract hereunder, neither CONTRACTOR nor any subcontractor nor any person acting on behalf of either of them shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
2. That neither CONTRACTOR nor any subcontractor nor any person acting on behalf of of them shall, in any manner, either discriminate against or intimidate any employees hired for the performance of SERVICE under this AGREEMENT on account of race, religion, color, sex, national origin or ancestry.
3. That there may be deducted from the amount payable to CONTRACTOR under this AGREEMENT a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this AGREEMENT.
4. That this AGREEMENT may be cancelled or terminated by the DISTRICT and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the AGREEMENT.

SECTION SIXTEEN  
ENTIRE AGREEMENT; AMENDMENT

The written terms and provisions of this AGREEMENT shall supersede all prior verbal statements of any officer or other representative of the DISTRICT and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever this AGREEMENT. This instrument contains and constitutes the entire agreement of the parties regarding the subject matter hereof, and there are no other agreements, written or oral, between the parties affecting the subject matter hereof. No amendment of this AGREEMENT shall be effective unless the same is made in writing and signed by the parties hereto.

SECTION SEVENTEEN  
GOVERNING LAW; CONSTRUCTION

1. This AGREEMENT shall be interpreted and enforced according to the laws of the State of Indiana.
2. All headings of sections of this AGREEMENT are inserted for convenience only, and do not form part of this AGREEMENT or limit, expand or otherwise alter the meaning of any provisions hereof.
3. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.
4. The terms “hereof”, “herein” and “hereunder”, and words of similar import, shall be construed to refer to this AGREEMENT as a whole, and not to any particular paragraph or provision, unless expressly so stated.
5. The word “person” shall mean any natural person, partnership, corporation and any other form of business or legal entity.
6. All words or terms used in the AGREEMENT, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.
7. The provisions of this AGREEMENT are intended to be for the sole benefit of the parties hereto, and their respective successors and assigns, and none of the provisions of this AGREEMENT are intended to be, nor shall they be construed to be, for the benefit of any third party.
8. This AGREEMENT shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted.

SECTION EIGHTEEN  
ATTORNEY FEES

In the event the CONTRACTOR breaches the terms of the contract for service, the DISTRICT shall be entitled to have all of its costs and expenses, including reasonable attorney fees paid by the CONTRACTOR.

SECTION NINETEEN  
NOTICE

All notices required to be given under this AGREEMENT will be made in writing and will be sent by certified or registered mail addressed to the parties, as follows:

DISTRICT:                   Johnson County Solid Waste Management District  
                                  900 Arvin Road, Suite A  
                                  Franklin, IN 46131

CONTRACTOR            ^C  
                                  ^C Address  
                                  ^C City, State, Zip